

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Ronald Martinez**

**PARTY: MCI**

**DESCRIPTION:**

- 1. August 21, 1997 Deposition  
Transcript - Page 1**
- 2. Late Filed Deposition Exhibit Nos. 1-9 -  
Page 201**

**PROFFERING PARTY: STAFF**

**I.D. # RM-1**

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 960786-TP EXHIBIT NO. 113  
COMPANY/ Staff  
WITNESS: Staff  
DATE 9/2/97

## 1                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2  
3                   In Re:   Consideration of                   )  
4                   BellSouth Telecommunications                )  
5                   Inc.'s entry into interLATA services        )  
6                   pursuant to Section 271 of the Federal        )  
7                   Telecommunications Act of 1996.                )  
8                   )  
9                   )  
10                   )  
11                   )  
12                   )  
13                   )  
14                   )  
15                   )  
16                   )  
17                   )  
18                   )  
19                   )  
20                   )  
21                   )  
22                   )  
23                   )  
24                   )  
25                   )  
26                   )  
27                   )  
28                   )  
29                   )  
30                   )  
31                   )  
32                   )  
33                   )  
34                   )  
35                   )  
36                   )  
37                   )  
38                   )  
39                   )  
40                   )  
41                   )  
42                   )  
43                   )  
44                   )  
45                   )  
46                   )  
47                   )  
48                   )  
49                   )  
50                   )  
51                   )  
52                   )  
53                   )  
54                   )  
55                   )  
56                   )  
57                   )  
58                   )  
59                   )  
60                   )  
61                   )  
62                   )  
63                   )  
64                   )  
65                   )  
66                   )  
67                   )  
68                   )  
69                   )  
70                   )  
71                   )  
72                   )  
73                   )  
74                   )  
75                   )  
76                   )  
77                   )  
78                   )  
79                   )  
80                   )  
81                   )  
82                   )  
83                   )  
84                   )  
85                   )  
86                   )  
87                   )  
88                   )  
89                   )  
90                   )  
91                   )  
92                   )  
93                   )  
94                   )  
95                   )  
96                   )  
97                   )  
98                   )  
99                   )  
100                   )  
101                   )  
102                   )  
103                   )  
104                   )  
105                   )  
106                   )  
107                   )  
108                   )  
109                   )  
110                   )  
111                   )  
112                   )  
113                   )  
114                   )  
115                   )  
116                   )  
117                   )  
118                   )  
119                   )  
120                   )  
121                   )  
122                   )  
123                   )  
124                   )  
125                   )  
126                   )  
127                   )  
128                   )  
129                   )  
130                   )  
131                   )  
132                   )  
133                   )  
134                   )  
135                   )  
136                   )  
137                   )  
138                   )  
139                   )  
140                   )  
141                   )  
142                   )  
143                   )  
144                   )  
145                   )  
146                   )  
147                   )  
148                   )  
149                   )  
150                   )  
151                   )  
152                   )  
153                   )  
154                   )  
155                   )  
156                   )  
157                   )  
158                   )  
159                   )  
160                   )  
161                   )  
162                   )  
163                   )  
164                   )  
165                   )  
166                   )  
167                   )  
168                   )  
169                   )  
170                   )  
171                   )  
172                   )  
173                   )  
174                   )  
175                   )  
176                   )  
177                   )  
178                   )  
179                   )  
180                   )  
181                   )  
182                   )  
183                   )  
184                   )  
185                   )  
186                   )  
187                   )  
188                   )  
189                   )  
190                   )  
191                   )  
192                   )  
193                   )  
194                   )  
195                   )  
196                   )  
197                   )  
198                   )  
199                   )  
200                   )  
201                   )  
202                   )  
203                   )  
204                   )  
205                   )  
206                   )  
207                   )  
208                   )  
209                   )  
210                   )  
211                   )  
212                   )  
213                   )  
214                   )  
215                   )  
216                   )  
217                   )  
218                   )  
219                   )  
220                   )  
221                   )  
222                   )  
223                   )  
224                   )  
225                   )  
226                   )  
227                   )  
228                   )  
229                   )  
230                   )  
231                   )  
232                   )  
233                   )  
234                   )  
235                   )  
236                   )  
237                   )  
238                   )  
239                   )  
240                   )  
241                   )  
242                   )  
243                   )  
244                   )  
245                   )  
246                   )  
247                   )  
248                   )  
249                   )  
250                   )  
251                   )  
252                   )  
253                   )  
254                   )  
255                   )  
256                   )  
257                   )  
258                   )  
259                   )  
260                   )  
261                   )  
262                   )  
263                   )  
264                   )  
265                   )  
266                   )  
267                   )  
268                   )  
269                   )  
270                   )  
271                   )  
272                   )  
273                   )  
274                   )  
275                   )  
276                   )  
277                   )  
278                   )  
279                   )  
280                   )  
281                   )  
282                   )  
283                   )  
284                   )  
285                   )  
286                   )  
287                   )  
288                   )  
289                   )  
290                   )  
291                   )  
292                   )  
293                   )  
294                   )  
295                   )  
296                   )  
297                   )  
298                   )  
299                   )  
300                   )  
301                   )  
302                   )  
303                   )  
304                   )  
305                   )  
306                   )  
307                   )  
308                   )  
309                   )  
310                   )  
311                   )  
312                   )  
313                   )  
314                   )  
315                   )  
316                   )  
317                   )  
318                   )  
319                   )  
320                   )  
321                   )  
322                   )  
323                   )  
324                   )  
325                   )  
326                   )  
327                   )  
328                   )  
329                   )  
330                   )  
331                   )  
332                   )  
333                   )  
334                   )  
335                   )  
336                   )  
337                   )  
338                   )  
339                   )  
340                   )  
341                   )  
342                   )  
343                   )  
344                   )  
345                   )  
346                   )  
347                   )  
348                   )  
349                   )  
350                   )  
351                   )  
352                   )  
353                   )  
354                   )  
355                   )  
356                   )  
357                   )  
358                   )  
359                   )  
360                   )  
361                   )  
362                   )  
363                   )  
364                   )  
365                   )  
366                   )  
367                   )  
368                   )  
369                   )  
370                   )  
371                   )  
372                   )  
373                   )  
374                   )  
375                   )  
376                   )  
377                   )  
378                   )  
379                   )  
380                   )  
381                   )  
382                   )  
383                   )  
384                   )  
385                   )  
386                   )  
387                   )  
388                   )  
389                   )  
390                   )  
391                   )  
392                   )  
393                   )  
394                   )  
395                   )  
396                   )  
397                   )  
398                   )  
399                   )  
400                   )  
401                   )  
402                   )  
403                   )  
404                   )  
405                   )  
406                   )  
407                   )  
408                   )  
409                   )  
410                   )  
411                   )  
412                   )  
413                   )  
414                   )  
415                   )  
416                   )  
417                   )  
418                   )  
419                   )  
420                   )  
421                   )  
422                   )  
423                   )  
424                   )  
425                   )  
426                   )  
427                   )  
428                   )  
429                   )  
430                   )  
431                   )  
432                   )  
433                   )  
434                   )  
435                   )  
436                   )  
437                   )  
438                   )  
439                   )  
440                   )  
441                   )  
442                   )  
443                   )  
444                   )  
445                   )  
446                   )  
447                   )  
448                   )  
449                   )  
450                   )  
451                   )  
452                   )  
453                   )  
454                   )  
455                   )  
456                   )  
457                   )  
458                   )  
459                   )  
460                   )  
461                   )  
462                   )  
463                   )  
464                   )  
465                   )  
466                   )  
467                   )  
468                   )  
469                   )  
470                   )  
471                   )  
472                   )  
473                   )  
474                   )  
475                   )  
476                   )  
477                   )  
478                   )  
479                   )  
480                   )  
481                   )  
482                   )  
483                   )  
484                   )  
485                   )  
486                   )  
487                   )  
488                   )  
489                   )  
490                   )  
491                   )  
492                   )  
493                   )  
494                   )  
495                   )  
496                   )  
497                   )  
498                   )  
499                   )  
500                   )  
501                   )  
502                   )  
503                   )  
504                   )  
505                   )  
506                   )  
507                   )  
508                   )  
509                   )  
510                   )  
511                   )  
512                   )  
513                   )  
514                   )  
515                   )  
516                   )  
517                   )  
518                   )  
519                   )  
520                   )  
521                   )  
522                   )  
523                   )  
524                   )  
525                   )  
526                   )  
527                   )  
528                   )  
529                   )  
530                   )  
531                   )  
532                   )  
533                   )  
534                   )  
535                   )  
536                   )  
537                   )  
538                   )  
539                   )  
540                   )  
541                   )  
542                   )  
543                   )  
544                   )  
545                   )  
546                   )  
547                   )  
548                   )  
549                   )  
550                   )  
551                   )  
552                   )  
553                   )  
554                   )  
555                   )  
556                   )  
557                   )  
558                   )  
559                   )  
560                   )  
561                   )  
562                   )  
563                   )  
564                   )  
565                   )  
566                   )  
567                   )  
568                   )  
569                   )  
570                   )  
571                   )  
572                   )  
573                   )  
574                   )  
575                   )  
576                   )  
577                   )  
578                   )  
579                   )  
580                   )  
581                   )  
582                   )  
583                   )  
584                   )  
585                   )  
586                   )  
587                   )  
588                   )  
589                   )  
590                   )  
591                   )  
592                   )  
593                   )  
594                   )  
595                   )  
596                   )  
597                   )  
598                   )  
599                   )  
600                   )  
601                   )  
602                   )  
603                   )  
604                   )  
605                   )  
606                   )  
607                   )  
608                   )  
609                   )  
610                   )  
611                   )  
612                   )  
613                   )  
614                   )  
615                   )  
616                   )  
617                   )  
618                   )  
619                   )  
620                   )  
621                   )  
622                   )  
623                   )  
624                   )  
625                   )  
626                   )  
627                   )  
628                   )  
629                   )  
630                   )  
631                   )  
632                   )  
633                   )  
634                   )  
635                   )  
636                   )  
637                   )  
638                   )  
639                   )  
640                   )  
641                   )  
642                   )  
643                   )  
644                   )  
645                   )  
646                   )  
647                   )  
648                   )  
649                   )  
650                   )  
651                   )  
652                   )  
653                   )  
654                   )  
655                   )  
656                   )  
657                   )  
658                   )  
659                   )  
660                   )  
661                   )  
662                   )  
663                   )  
664                   )  
665                   )  
666                   )  
667                   )  
668                   )  
669                   )  
670                   )  
671                   )  
672                   )  
673                   )  
674                   )  
675                   )  
676                   )  
677                   )  
678                   )  
679                   )  
680                   )  
681                   )  
682                   )  
683                   )  
684                   )  
685                   )  
686                   )  
687                   )  
688                   )  
689                   )  
690                   )  
691                   )  
692                   )  
693                   )  
694                   )  
695                   )  
696                   )  
697                   )  
698                   )  
699                   )  
700                   )  
701                   )  
702                   )  
703                   )  
704                   )  
705                   )  
706                   )  
707                   )  
708                   )  
709                   )  
710                   )  
711                   )  
712                   )  
713                   )  
714                   )  
715                   )  
716                   )  
717                   )  
718                   )  
719                   )  
720                   )  
721                   )  
722                   )  
723                   )  
724                   )  
725                   )  
726                   )  
727                   )  
728                   )  
729                   )  
730                   )  
731                   )  
732                   )  
733                   )  
734                   )  
735                   )  
736                   )  
737                   )  
738                   )  
739                   )  
740                   )  
741                   )  
742                   )  
743                   )  
744                   )  
745                   )  
746                   )  
747                   )  
748                   )  
749                   )  
750                   )  
751                   )  
752                   )  
753                   )  
754                   )  
755                   )  
756                   )  
757                   )  
758                   )  
759                   )  
760                   )  
761                   )  
762                   )  
763                   )  
764                   )  
765                   )  
766                   )  
767                   )  
768                   )  
769                   )  
770                   )  
771                   )  
772                   )  
773                   )  
774                   )  
775                   )  
776                   )  
777                   )  
778                   )  
779                   )  
780                   )  
781                   )  
782                   )  
783                   )  
784                   )  
785                   )  
786                   )  
787                   )  
788                   )  
789                   )  
790                   )  
791                   )  
792                   )  
793                   )  
794                   )  
795                   )  
796                   )  
797                   )  
798                   )  
799                   )  
800                   )  
801                   )  
802                   )  
803                   )  
804                   )  
805                   )  
806                   )  
807                   )  
808                   )  
809                   )  
810                   )  
811                   )  
812                   )  
813                   )  
814                   )  
815                   )  
816                   )  
817                   )  
818                   )  
819                   )  
820                   )  
821                   )  
822                   )  
823                   )  
824                   )  
825                   )  
826                   )  
827                   )  
828                   )  
829                   )  
830                   )  
831                   )  
832                   )  
833                   )  
834                   )  
835                   )  
836                   )  
837                   )  
838                   )  
839                   )  
840                   )  
841                   )  
842                   )  
843                   )  
844                   )  
845                   )  
846                   )  
847                   )  
848                   )  
849                   )  
850                   )  
851                   )  
852                   )  
853                   )  
854                   )  
855                   )  
856                   )  
857                   )  
858                   )  
859                   )  
860                   )  
861                   )  
862                   )  
863                   )  
864                   )  
865                   )  
866                   )  
867                   )  
868                   )  
869                   )  
870                   )  
871                   )  
872                   )  
873                   )  
874                   )  
875                   )  
876                   )  
877                   )  
878                   )  
879                   )  
880                   )  
881                   )  
882                   )  
883                   )  
884                   )  
885                   )  
886                   )  
887                   )  
888                   )  
889                   )  
890                   )  
891                   )  
892                   )  
893                   )  
894                   )  
895                   )  
896                   )  
897                   )  
898                   )  
899                   )  
900                   )  
901                   )  
902                   )  
903                   )  
904                   )  
905                   )  
906                   )  
907                   )  
908                   )  
909                   )  
910                   )  
911                   )  
912                   )  
913                   )  
914                   )  
915                   )  
916                   )  
917                   )  
918                   )  
919                   )  
920                   )  
921                   )  
922                   )  
923                   )  
924                   )  
925                   )  
926                   )  
927                   )  
928                   )  
929                   )  
930                   )  
931                   )  
932                   )  
933                   )  
934                   )  
935                   )  
936                   )  
937                   )  
938                   )  
939                   )  
940                   )  
941                   )  
942                   )  
943                   )  
944                   )  
945                   )  
946                   )  
947                   )  
948                   )  
949                   )  
950                   )  
951                   )  
952                   )  
953                   )  
954                   )  
955                   )  
956                   )  
957                   )  
958                   )  
959                   )  
960                   )  
961                   )  
962                   )  
963                   )  
964                   )  
965                   )  
966                   )  
967                   )  
968                   )  
969                   )  
970                   )  
971                   )  
972                   )  
973                   )  
974                   )  
975                   )  
976                   )  
977                   )  
978                   )  
979                   )  
980                   )  
981                   )  
982                   )  
983                   )  
984                   )  
985                   )  
986                   )  
987                   )  
988                   )  
989                   )  
990                   )  
991                   )  
992                   )  
993                   )  
994                   )  
995                   )  
996                   )  
997                   )  
998                   )  
999                   )  
1000                   )  
1001                   )  
1002                   )  
1003                   )  
1004                   )  
1005                   )  
1006                   )  
1007                   )  
1008                   )  
1009                   )  
1010                   )  
1011                   )  
1012                   )  
1013                   )  
1014                   )  
1015                   )  
1016                   )  
1017                   )  
1018                   )  
1019                   )  
1020                   )  
1021                   )  
1022                   )  
1023                   )  
1024                   )  
1025                   )  
1026                   )  
1027                   )  
1028                   )  
1029                   )  
1030                   )  
1031                   )  
1032                   )  
1033                   )  
1034                   )  
1035                   )  
1036                   )  
1037                   )  
1038                   )  
1039                   )  
1040                   )  
1041                   )  
1042                   )  
1043                   )  
1044                   )  
1045                   )  
1046                   )  
1047                   )  
1048                   )  
1049                   )  
1050                   )  
1051                   )  
1052                   )  
1053                   )  
1054                   )  
1055                   )  
1056                   )  
1057                   )  
1058                   )  
1059                   )  
1060                   )  
1061                   )  
1062                   )  
1063                   )  
1064                   )  
1065                   )  
1066                   )  
1067                   )  
1068                   )  
1069                   )  
1070                   )  
1071                   )  
1072                   )  
1073                   )  
1074                   )  
1075                   )  
1076                   )  
1077                   )  
1078                   )  
1079                   )  
1080                   )  
1081                   )  
1082                   )  
1083                   )  
1084                   )  
1085                   )  
1086                   )  
1087                   )  
1088                   )  
1089                   )  
1090                   )  
1091                   )  
1092                   )  
1093                   )  
1094                   )  
1095                   )  
1096                   )  
1097                   )  
1098                   )  
1099                   )  
1100                   )  
1101                   )  
1102                   )  
1103                   )  
1104                   )  
1105                   )  
1106                   )  
1107                   )  
1108                   )  
1109                   )  
1110                   )  
1111                   )  
1112                   )  
1113                   )  
1114                   )  
1115                   )  
1116                   )  
1117                   )  
1118                   )  
1119                   )  
1120                   )  
1121                   )  
1122                   )  
1123                   )  
1124                   )  
1125                   )  
1126                   )  
1127                   )  
1128                   )  
1129                   )  
1130                   )  
1131                   )  
1132                   )  
1133                   )  
1134                   )  
1135                   )  
1136                   )  
1137                   )  
1138                   )  
1139                   )  
1140                   )  
1141                   )  
1142                   )  
1143                   )  
1144                   )  
1145                   )  
1146                   )  
1147                   )  
1148                   )  
1149                   )  
1150                   )  
1151                   )  
1152                   )  
1153                   )  
1154                   )  
1155                   )  
1156                   )  
1157                   )  
1158                   )  
1159                   )  
1160                   )  
1161                   )  
1162                   )  
1163                   )  
1164                   )  
1165                   )  
1166                   )  
1167                   )  
1168                   )  
1169                   )  
1170                   )  
1171                   )  
1172                   )  
1173                   )  
1174                   )  
1175                   )  
1176                   )  
1177                   )  
1178                   )  
1179                   )  
1180                   )  
1181                   )  
1182                   )  
1183                   )  
1184                   )  
1185                   )  
1186                   )  
1187                   )  
1188                   )  
1189                   )  
1190                   )  
1191                   )  
1192                   )  
1193                   )  
1194                   )  
1195                   )  
1196                   )  
1197                   )  
1198                   )  
1199                   )  
1200                   )  
1201                   )  
1202                   )  
1203                   )  
1204                   )  
1205                   )  
1206                   )  
1207                   )  
1208                   )  
1209                   )  
1210                   )  
1211                   )  
1212                   )  
121



## 1 APPEARANCES:

2 MONICA BARONE, ESQUIRE, Florida Public Service  
3 Commission, 2540 Shumard Oak Boulevard, Room 370,  
4 Tallahassee, Florida 32399.

5 PATRICK K. WIGGINS, ESQUIRE and DONNA L. CANZANO,  
6 ESQUIRE, Intermedia Communications, Wiggins & Villacorta,  
7 P.A., 501 East Tennessee Street, Tallahassee, Florida  
8 32308.

9 NANCY WHITE, ESQUIRE, BellSouth, 675 West  
10 Peachtree Street, Atlanta, Georgia.

11 TRACY HATCH, ESQUIRE, AT&T, 101 N. Monroe Street,  
12 Suite 700, Tallahassee, Florida 32301.

13 RICHARD D. MELSON, ESQUIRE, MCI, Hopping, green,  
14 Sams & Smith, 123 South Calhoun Street, Tallahassee,  
15 Florida 32301.

## 16 ALSO PRESENT:

17 BRIAN MUSSELWHITE, FPSC Staff.

18 JONATHAN AUDU, FPSC Staff.

19 WAYNE STAVANJA, FPSC Staff.

20 NANCY SIMS, BellSouth.

21 TOM BOND, MCI.

22 \* \* \* \*

23

24

25

## STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

**I N D E X****MISCELLANEOUS**

<b>ITEM</b>	<b>PAGE NO.</b>
<b>STIPULATION</b>	<b>3</b>
<b>ERRATA SHEET</b>	<b>200</b>
<b>AFFIDAVIT OF DEPONENT</b>	<b>201</b>
<b>CERTIFICATE OF OATH</b>	<b>202</b>
<b>CERTIFICATE OF REPORTER</b>	<b>203</b>

**WITNESS**

<b>RONALD MARTINEZ</b>	
<b>Examination by Ms. Barone</b>	<b>7</b>
<b>Examination by Ms. White</b>	<b>191</b>
<b>Examination by Mr. Melson</b>	<b>197</b>

1	<b>EXHIBITS</b>	
2	<b>NUMBER:</b>	<b>IDENTIFIED</b>
3		
4	1 CRIS Bill	31
5	2 Letter from Cliff Bowers	47
6	3 (Late-Filed) Test Orders Adding as Single Feature in Florida	71
7	4 (Late-Filed) The Actual Order for the UNE Combination in Jacksonville	83
8	5 Correspondence Regarding BellSouth IntraLATA Service.	105
9	6 8/5/97 Letter to Ilene Barnett Requesting the Establishment of a Joint Implementation Team	112
10	7 (late-Filed) Letter Regarding Local Customer Service Center Concerns	121
11	8 (Late-Filed) Letter from BellSouth Regarding Intervals	154
12	9 Letter regarding Interconnection at Local Tandems	166
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

## P R O C E E D I N G S

MS. BARONE: And if we'll go ahead and take appearances.

MR. MELSON: Richard Melson on behalf of MCI Telecommunications Corporation.

MR. BOND: Thomas Bond on behalf of MCI Telecommunications Corporation.

MS. WHITE: Nancy White and John Marks on behalf BellSouth Telecommunications.

MS. BARONE: Those on the phone. Mr. Cohen, would you like to go ahead and make an appearance?

MR. COHEN: Sure. This is Bob Cohen of the Pennington law firm in Tallahassee representing Time Warner, Axis LP, and Digital Media Partners.

MS. BARONE: Monica M. Barone, 2540 Shumard Oak Boulevard, appearing on behalf of Commission staff. Did we have anyone else join us since I made an appearance?

(NO RESPONSE)

MS. BARONE: Is there anyone else on the phone that would like to make an appearance at this time?

(NO RESPONSE)

• \* \* \*

1 Whereupon,

2 RONALD MARTINEZ

3 was called as a witness on behalf of the FPSC Staff and,  
4 after being duly sworn, was examined and testified as  
5 follows:

6 EXAMINATION

7 BY MS. BARONE:

8 Q Mr. Martinez, would you please state your full  
9 name for the record?

10 A Ronald E. Martinez.

11 Q And by whom are you employed?

12 A MCI.

13 Q And how long have you been employed with MCI?

14 A Approximately ten years.

15 Q In what capacity?

16 A Presently I'm in the capacity of working in  
17 public policy, working with the business units.

18 Q And did you file direct and rebuttal testimony in  
19 Docket 960786?

20 A Yes, I did.

21 Q I would like to refer you to page 10 of your  
22 direct testimony at lines 8 through 10. You state that  
23 each ILEC should adopt automated interfaces and data  
24 formats adopted and approved by the relevant national  
25 standard-setting bodies or industry forums. Has MCI made a

1 formal request to BellSouth to adopt automated interfaces  
2 and data formats that are approved by the national  
3 standard-setting bodies or industry forums?

4 A Yes, we have. In fact, contractually we have  
5 agreed to adopt the electronic bonding standard for both  
6 the maintenance and the ordering and pre-ordering  
7 functionality.

8 Q And BellSouth has agreed to those in the  
9 agreement?

10 A Yes. The agreement states that it would actually  
11 be whatever the national standards adopts. As the  
12 standards bodies are presently looking at an interim  
13 solution in hopes that that solution could, in fact,  
14 satisfy the industry, and that's the EDI format. If that  
15 happens to be the standard that does, in fact, become  
16 adopted as the actual full-time, then that's obviously what  
17 we would be using.

18 Q Is that the only standard or the only item that  
19 MCI has asked national standard for?

20 A No, it would be both in the maintenance, EB and  
21 the maintenance. We should be up sometime this year bonded  
22 with BellSouth on the maintenance side.

23 Q On page 14, lines 7 through 14, you state that in  
24 cases where national standards have not been adopted for  
25 interfaces, BellSouth must enter into a binding contractual

1 commitment backed by contractual and regulatory penalties  
2 and offer and implement an interim solution that gives  
3 requesting carriers the same level of access that  
4 BellSouth's operational groups have and that is consistent  
5 with expected industry standards. Is MCI proposing that  
6 such agreements be negotiated on an individual basis  
7 between BellSouth and each requesting carrier?

8 A This section here was more in tune to perhaps  
9 setting a road map versus an edict that says you must do  
10 something. It was our opinion that we should have  
11 something on the positive side that said if you do this;  
12 however, if you can't do this, then at least if you have  
13 this in place, and which they do with at least MCI, and  
14 then the checklist item would, in fact, have been met. So  
15 it doesn't require them to have an individual contract with  
16 every single one. It was simply a suggestion on how they  
17 might be able to meet that checklist item.

18 Q Then you're not suggesting any specific type of  
19 contractual commitments or penalties?

20 A Well, yes, in essence we have a contractual  
21 agreement with them. There are no penalties associated  
22 with it, and that's a detriment to that.

23 Q Well, then what type of contractual commitments  
24 and penalties does MCI believe would be necessary?

25 A Well, contractual in the sense of an agreed set



1 interval to establish those interfaces in which MCI does  
2 have that at least within their contract. It's within one  
3 year of the industry adopting the standard that we would,  
4 in fact, between ourselves establish that in our own  
5 systems. As far as penalties are concerned, failure to  
6 meet those dates, obviously because you're extending the  
7 time frame out for when those interfaces would be  
8 available, it's very important that they follow that time  
9 frame and meet those dates; otherwise, obviously plans and  
10 everything else would go astray. So the penalties would,  
11 in fact, have to be something that would catch their  
12 attention. Now we have never come up with a physical  
13 dollar amount. We are just simply saying that there has to  
14 be something there that keeps that going to make sure that  
15 they meet those commitments.

16 Q So you haven't discussed a type of penalty?

17 A Well, we did, but in most of the states, the  
18 penalty sections of our contracts were not allowed. I  
19 believe even in the State of Florida they didn't agree with  
20 us, so -- It doesn't mean that we have changed our  
21 opinion on the matter, but we did, in fact, in our  
22 interconnect agreement have a penalty section, Section 10.  
23 It was, I think this Commission ruled that they were  
24 liquidated damages and they did not want to address those  
25 at this time.

1           Q     Are those the only types of penalties that MCI  
2 believes are appropriate, or are there others?

3           A     Well, the actual penalty section covered a whole  
4 gamut of areas as far as meeting commitments like due dates  
5 and maintenance on-time schedules, just about every aspect  
6 of the business.

7           Q     And those are the types of penalties that you  
8 believe need to be in place?

9           A     Well, yes, and we still hold that.

10          Q     I understand that you are not a lawyer, but I  
11 would like to know if it's your position that there is  
12 anything in the Telecommunications Act or the FCC's  
13 implementing orders that require BellSouth to offer and  
14 implement an interim solution that is consistent with the  
15 expected industry standards.

16          A     No, I'm not a lawyer, and I don't believe that  
17 the Act or the FCC -- there was strong recommendations that  
18 the standards should be adhered to, but I do not believe  
19 it -- In fact, I believe the FCC at one time said they  
20 couldn't weight the standards because I think there was  
21 something that was brought in front of the FCC that said,  
22 you know, we would like to put off the January 1, 1997 date  
23 because the standards body hadn't approved them, and they  
24 said, no, you should be able to get those systems in place,  
25 at least on the road to those.

1 Q On page 11, at lines 16 through 20.

2 A Page 11?

3 Q Yes, sir. You state that electronic bonding  
4 solutions are essential for any function that is conducted  
5 while the carrier's service representative is actually  
6 speaking with the end-user but some sorts of batch transfer  
7 solutions might adequately serve competitive needs for  
8 other functions. Would you clarify -- when you refer to  
9 "solutions," is that the same thing as interfaces?

10 A Yes.

11 Q Would you explain for what functions it is  
12 critical to have electronic bonding solutions?

13 A Basically the pre-ordering functions out of  
14 accessing the, what I believe BellSouth refers to as the  
15 regional street address guide and the customer service  
16 records at the time of the call. Most of the orders that  
17 are rejected, at least in the market that we come out of,  
18 the interexchange market, are rejected because of name  
19 mismatch or address failure; so obviously any system that  
20 we would want to go forward with would interact with the  
21 actual billed name and address so that we would in our  
22 record place that information in. On the bonding method,  
23 they should be able to come back and confirm or give  
24 examples of what it should be so that the order never gets  
25 placed without a proper name and address.

1           The other is on the functional services that are  
2 required by the customer. The thought, again, there being  
3 when you are creating your record, which is your own  
4 record, the CLEC record, which now will be the billing  
5 record for the customer as well as the anticipated bill  
6 record for the services that you are about to buy from the  
7 ILEC, that those services, as best as possible when you are  
8 putting them forward to, one, either change as-is or change  
9 a function that the customer might want to have eliminated,  
10 that that record is intact so that there is no question as  
11 to what the customer has at the present time, what you are  
12 either changing or leaving in there; and then your system  
13 would then build that record automatically as well as  
14 publish the necessary change order or order into the LEC  
15 system that is absolute. So those two pre-ordering  
16 functions are probably the most important with respect to  
17 that feature that I talked about.

18           Q     With respect to electronic bonding?

19           A     Electronic bonding.

20           Q     Are there any others that you think electronic  
21 bonding would be necessary?

22           A     The ordering system itself. Obviously we just  
23 went through a pre-order. And the difference, when we  
24 talked about it on the phone, remember that the time  
25 between pre-sale and sale is in seconds or minutes,

1 depending on what the response to that customer is. You  
2 know, you want my service, so we have just gone from a  
3 pre-order mode to an actual ordering mode, and it's in one  
4 continuous flow. The system has to flow in the same  
5 regard. We can't then change systems and say, okay, I'm no  
6 longer in a pre-sale mode, I'm in an ordering mode, so I've  
7 got to now work on the system and place the order. That  
8 should all be a subset of the functions that you just  
9 performed.

10           So now you've got your record built as to what  
11 the customer wants, what the customer needs from that  
12 pre-sale activity. You should now be able to interact with  
13 their ordering process and actually place that order in the  
14 system and allow that system that's on their side to  
15 actually implement that with minimum manual intervention  
16 whatsoever. It's not unlike what they do today.

17           Their ordering process takes that order, and it  
18 just goes into the system. They are able -- the framework  
19 is all done electronically through the LMOS; everything is  
20 connected. The same thing should happen here. When I  
21 place that order in, the functions and work functions  
22 associated are done, unless there is some conflict in the  
23 system that said that was already assigned or something;  
24 and then the system would come back and say, no, there is a  
25 reject or a jeopardy. Something the system thought had

1 there wasn't there, that is when we start talking about  
2 interaction so that then you can take it into a manual mode  
3 because you then have to circumvent the system because the  
4 system can't function in that bonded environment; but those  
5 would be the exceptions rather than the rule.

6 Q For what functions then would a batch transfer  
7 solution be adequate?

8 A Well, I have to get in a personal environment  
9 now. You know, I truly believe that the standard bodies  
10 are working on EDI as a batch and converting a batch  
11 process to work in a real-time interactive mode. I hope it  
12 works, but I'm from Missouri, and Missouri says that in a  
13 batch mode will I be able to get the response back on the  
14 specific messages into my systems in a timely enough  
15 fashion such that the system is not interrupted nor the  
16 customer inconvenienced? The industry thinks that that can  
17 happen, and I'm not sure that it will, but that's for the  
18 standards bodies to decide.

19 Q Would you please --

20 A So I would say that batch, in my own personal  
21 belief, is not something that is workable in the scenario  
22 that I gave you, but the standards bodies are working along  
23 that, and that's the EDI solution which is pre-ordering and  
24 ordering; pre-ordering really being still investigated and  
25 developed. And it's that mode of batch that I'm most

1 troubled with, whether that will actually work in the  
2 real-time world.

3 Q And why is that?

4 A It's just the batch itself in assigning time  
5 slots and assigning the ability of the machine to go in and  
6 recognize this as what I might call a fragile request  
7 versus the actual order that was placed. The order that  
8 was placed would have time to process in the system, but in  
9 the pre-order mode it's fragile in the sense that I've got  
10 a customer on the line and I need that response back in a  
11 very timely manner. Timely being within milliseconds or  
12 seconds of the actual input so that I can continue on  
13 without interruption in the conversation I'm having with  
14 that customer, and it is that assignment of that batch,  
15 that prioritization that I'm not sure will function  
16 properly.

17 Q Have you had any experience with that?

18 A No. No. That's what I said, this is a personal  
19 evaluation, if you would, of where I have the most problems  
20 with that batch mode that the standards bodies are looking  
21 at. And the standards bodies, in fact, have basically said  
22 that electronic bonding is the proper solution; however,  
23 that they are investigating EDI because they feel that that  
24 would be a lower cost and probably suitable, probably  
25 suitable solution to this dilemma. But long-term they have

1 always said, and we have always held, that EB should always  
2 be the ultimate solution.

3 Q Mr. Martinez, can you explain what functions  
4 BellSouth currently has in place that are acceptable and  
5 what functions are not acceptable due to the interfaces  
6 BellSouth has installed?

7 A We are talking now about the interim solutions  
8 with respect to those physically offered to the CLEC  
9 community today?

10 Q Yes. Well, first take a look at that.

11 A Well, it's our opinion that none of them meet our  
12 requirements, whether we are talking LENS in its total  
13 environment, and I think I go to great lengths in the  
14 testimony to talk about the whys. TAFI, again, be a  
15 nonstandard separate CHURB (phonetics) is not acceptable as  
16 far as we are concerned, and that is why we are actively  
17 involved in the EB solution that I've talked about,  
18 bonding, that being the easiest to establish because it's  
19 already working in the IXC world; so the conversion of that  
20 is somewhat easier. The ordering and pre-ordering  
21 functioning of EB aren't there in the real world yet. They  
22 are still working on that from the IXC perspective, and  
23 that's why in our contract you would see that it's tied to  
24 the acceptance of electronic bonding from the interexchange  
25 carrier's perspective. It's one year from that date that



1 we would expect to establish EB with BellSouth on the  
2 pre-ordering and ordering functions.

3 Q So are you basically saying that BellSouth  
4 doesn't have any functions in place that are acceptable to  
5 MCI at this point?

6 A Not at this point, no.

7 Q On page 13, lines 1 through 5 --

8 A Well, are we talking in -- well, even in,  
9 obviously in the -- Well, CABS still isn't in place yet.  
10 We are still working on Club bills; so, no, even on the  
11 billing side. As far as EMR records, that is a national  
12 standard that we have been using from day one; so the  
13 ability to record data and actually transmit that data in  
14 valid record formats, that's something that's relatively  
15 been in place for centuries, so I mean that obviously is an  
16 acceptable format. How to get billing records back and  
17 forth is an industry standard that we've all used quite  
18 successfully.

19 Q Are there any other functions?

20 A No, I was just trying to think. No, I was going  
21 through the list in my mind. None from an OSS perspective,  
22 no.

23 MS. BARONE: Did someone else join us, another  
24 attorney?

25 (NO RESPONSE)

1           Q     Are there any long-term functions in place that  
2     BellSouth has provided MCI that you believe are acceptable?

3           A     When you say has provided, we are, you know, we  
4     have had our first conference call on electronic bonding  
5     where we have set the parameters for the maintenance side.  
6     We'll have our first sit down where we'll actually  
7     physically talk as to how we are going to do this sometime  
8     in the September time frame, and I would say fourth  
9     quarter, first quarter, we should be in a fairly good  
10    position to start implementing that. The talks have gone  
11    well. I mean but from a long-term that is what we are  
12    working on, and again, the contract allowed us the time  
13    frame because of the time it does take to do something to  
14    get it installed.

15          Q     What do you mean the contract gave you the time  
16    frame? What did it specifically say?

17          A     One year from the signing of the contract for  
18    maintenance.

19          Q     Well, then let's look at this in terms of what  
20    BellSouth proposes to be long-term solutions rather than  
21    what they've actually provided.

22          A     Okay. It's my understanding that BellSouth is in  
23    tune with what they've said in our contract, that long-term  
24    they -- and in fairness, there are two subsets. There is  
25    the large carriers and the sophisticated systems and

1 perhaps the smaller carriers that don't have those  
2 sophisticated systems, and I'll address it strictly from  
3 the long-term carriers. They will follow the standards,  
4 and that's all we can ask, that that be entailed and go  
5 forward.

6           We are working on the EDI solution. We are  
7 working on EB. So long-term, they have committed to that.  
8 There is a -- The only philosophical problem I have with  
9 that is their reliance on LENS, although in Georgia they  
10 have said that they will go with the standards, but in all  
11 the testimony I've read, they look at LENS in the  
12 pre-ordering as being the end all to end all, and I totally  
13 disagree with that because it's a non-standard and will be  
14 very difficult to match or map that into a sophisticated  
15 system. So if they were to go down the track that LENS,  
16 from a pre-ordering perspective, is their long-term  
17 solution, then I would be totally contrary to what they've  
18 said as far as following the standards. And I don't  
19 believe that's the case; I believe that they will follow  
20 the standards when the standards are effectively set and in  
21 place.

22           Q     So you're saying that LENS is a nonstandard?

23           A     Absolutely.

24           Q     Specifically why?

25           A     It's not adopted by any standards body

1    whatsoever.  It's a proprietary system that was developed  
2    by BellSouth to meet a need in the market that they thought  
3    this could meet.  In fact, even on the bottom it's a  
4    proprietary statement, and it's a BellSouth copyright.

5           Q     On page 13, lines 1 through 5, you state that  
6    it's not reasonable for ILECs to implement any interim  
7    solutions that would require ALECs to commit substantial  
8    resources of their own to access the ILEC's solution when  
9    equally adequate interim solutions can be devised that  
10   would prove less costly to the new entrants.  Has BellSouth  
11   imposed any interim solutions that have required ALECs to  
12   commit their own resources to access BellSouth's solutions  
13   when a less costly solution was available?

14          A     Only with respect to the, on the LENS side, the  
15   thought of incorporating that into your system, in other  
16   words, to make it one system.  The system has to interact  
17   with the ALEC systems in such a way that there is not a  
18   dual operation.  I go into one system and then I go into  
19   the other system to copy what I've just learned from the  
20   other, and there is a suggestion that you can map this  
21   across by scraping or doing some fancy software development  
22   that would, in fact, allow you to do that.  Well, for an  
23   interim solution that would be a very costly thing for an  
24   ALEC to do, and there are two reasons why you can't do it.  
25   One is that there are too many changes going on in the LENS

1 system. I think they change it just about every week if  
2 not twice a month or something in that order. So when  
3 you've created an internal software, in other words, if an  
4 ALEC had developed a software to interact and actually do  
5 the scraping, every single change that occurred in that  
6 LENS system would impact not only the ILEC's system but  
7 also would impact the ALEC's system.

8 Now all of those changes would have to be  
9 incorporated in the software that they had just used to do  
10 the scraping with. The other is that the technical  
11 specifications lack the specificity associated with the  
12 pre-ordering functions. There is no information at all  
13 that was provided to MCI on July 8th on CSRs which is, as I  
14 said, one of the critical areas of the pre-ordering mode.  
15 And the other item which can be overcome, if we want to do  
16 so, was the lack of identification of mandatory fields. So  
17 if you are doing scraping, one of the functions that you  
18 absolutely need to know is what questions do I absolutely  
19 must have to address versus which ones are things that I  
20 can, if I so desire, to fill in. That could have been  
21 taken place on the first meeting, but it was lacking in the  
22 technical specifications.

23 Q Would you explain what scraping means?

24 A Well, scraping really is a -- it's a funny term  
25 that refers to taking one software, getting it from an

1 interactive mode, the information as it appears, in other  
2 words, you need to know the actual format of the data  
3 itself, what it looks like, the content, whether it's alpha  
4 numeric, it's constrained by a number of bytes, what have  
5 you, what you are getting in, and literally taking that  
6 information as it's appearing on the screen, as it's  
7 appearing, and implementing it into your own system. So  
8 you are simply taking the information as well -- think of  
9 it as a two-way street. One is going to the screen, and  
10 the other is going into a software program that's taking a  
11 look at the data and using it to input and functionally  
12 place it into your order. In other words, you are using  
13 the scraping technique to, if you would, bridge the  
14 pre-ordering and the ordering functions; so as I'm talking  
15 with a customer and setting up that record, as the  
16 information appears and it's correct, it's automatically  
17 imported into my output function. So there is a screen  
18 which would actually be the order that would go into my  
19 system as well as theirs. It's taking that information and  
20 putting it in. So in essence, the user of that system, the  
21 ALEC, would only have one function that they are  
22 performing; that is, they are writing an order in their  
23 system but using the information that is coming in as the  
24 means to do that. And when it's done, it then takes the  
25 data that is there, puts it back in the format that it

1 wants to see from the LENS system, which is the scraping  
2 again, and then transmits it as it wants to see it and then  
3 going forward into your own system, the billing record; and  
4 the information that you need goes forward into that, so  
5 it's one system. It's not an impossible thing to do, but  
6 it can be very expensive.

7           And again, like I said, the number of changes  
8 that are happening in there just make it impossible. It  
9 would actually literally have to freeze an issue of LENS  
10 for an ALEC that wanted to do scraping and then never make  
11 a change unless that ALEC was ready to make the change so  
12 that literally there would be a, if you would, a detailed  
13 software subset just dedicated to that ALEC; and then when  
14 that change was made and both would do it in tandem, then  
15 that would be upgraded to the next version. And that's not  
16 unlike what happens in the standards organizations. You go  
17 through a meeting process. You develop what it is, and  
18 then you determine a date by which your systems must be  
19 ready to not only except but to deliver that information  
20 back; and that's what makes standards bodies so important.

21           Q     My original question was whether BellSouth had  
22 imposed any interim solutions that have required ALECs to  
23 commit their own resources to access BellSouth's solutions  
24 when a less costly solution was available. I thought  
25 earlier you said that LENS was a permanent solution.

1           A     Well, I said that in their testimony they  
2 suggested -- in talking to them and, in fact, in listening,  
3 I had the first time to listen to their witness, they have  
4 basically said that they will follow the standards bodies.

5     But if you look at the testimony, the testimony has said  
6 that LENS has been, is thought of as the long-term solution  
7 for pre-ordering; and if that is the case versus what they  
8 have said, then I would say that's imposing something on an  
9 ALEC that would be costly; but I don't believe that to be  
10 the case. I think that the testimony was simply a little  
11 bit out of sync with what -- I'm hoping, anyway, that their  
12 intent is to follow the standards bodies. I view LENS, in  
13 my mind, as their look at what an interim solution, not a  
14 long-term solution is.

15           Q     Was there an alternative to the LENS solution  
16 available at the time?

17           A     In which case, the pre-ordering?

18           Q     Yes.

19           A     No, that's still being discussed at the OBF and,  
20 hopefully, will be finalized fairly soon. I think it's  
21 going to go into Issue 9 of the EDI. I think they are  
22 skipping 8.

23           Q     Well, with respect to ordering, was there an  
24 alternative solution other than LENS?

25           A     Well, EDI. EDI, from an ordering perspective, I



1 believe that they had said that EDI was available since  
2 December; and we have been working in the mapping for, I  
3 think it's since April.

4 Q Is that, would that solution be less costly?

5 A Well, it would be less costly in the sense that  
6 it's at least a standard that's going forward. It's not  
7 the standard, it's still an interim standard; and it's  
8 probably the standard that should have been used on the  
9 interim basis. I personally believe that they could have,  
10 as they did rightfully so, in establishing at least the UNE  
11 functionality in their EDI issue version of Issue 6, which  
12 is really Issue 7 in the EDI world.

13 They made some assumptions, rightfully, and we  
14 applaud them for that, but they did exactly what they  
15 should have been doing, and that's looking for what the  
16 standard body was, in fact, going along that line, and they  
17 built it into their system. We felt the same thing should  
18 have happened in the CSR world, that the customer service  
19 records should have been incorporated into the EDI  
20 functionality with the -- under the same things that they  
21 did for the UNEs. So by incorporating it into a  
22 proprietary system -- and, in fact, initially we were told  
23 that that was going to be the long-term until they have  
24 since recanted that -- that bothered us greatly.

25 Q Just to be sure, why do you believe EDI is the

1 better solution?

2 A Well, EDI at least was approved as far as an  
3 interim solution was concerned by the standards bodies.

4 Q Have there been any other interim solutions that  
5 BellSouth has imposed that require ALECs to commit  
6 substantial resources and, therefore, costs more money?

7 A Well from our perspective, and again, this is the  
8 large carrier perspective, TAFI, it didn't take us long to  
9 reject even the interim use of TAFI. It would have  
10 required one -- additional terminals on the prem, but they  
11 would have had no relationship to the system that we have  
12 in place.

13 When a maintenance person at MCI writes a, or  
14 gets on to write a trouble ticket, not only does he have  
15 the order process or the actual trouble ticket in front of  
16 him, he also has the ability to go in and find out in a  
17 screen, split screen environment whether there are any  
18 network problems, something that would have caused this to  
19 be a trouble other than the physical circuit. In other  
20 words, we may have some outage on a link somewhere that  
21 would have caused this to be a trouble and, therefore,  
22 there is no need for a trouble ticket. Not only that, if  
23 they go in and try to put that trouble ticket in, the  
24 system would come back and say, check the system; so it's  
25 an integrated process that we have.

1           And then if it passes that, actually from a  
2 management agent on the EB, it actually sends the ticket  
3 into the Bell trouble system, just as they can send the  
4 ticket into us; and that ticket goes in and it compares  
5 what is happening in the network. So it's an integrated  
6 process, and to take a terminal over here and just start,  
7 because you want to write something on a telephone number,  
8 it's totally outside the world that we have; and that's  
9 why, from our perspective, EB is by far the best and only  
10 solution to go forward with.

11           Q     That was --

12           A     Again, that's a large carrier's perspective.

13           Q     And that was EB?

14           A     Electronic bonding, yeah.

15           Q     Are there any other interim solutions other  
16 than --

17           A     Well, the CRIS billing system, which I think I've  
18 spent enough time on the record talking about why I don't  
19 think that is an adequate billing system, and the CRIS in  
20 the CABS format is the only appropriate one.

21           Q     Are there any others that you haven't identified?

22           A     Not that I can think of.

23           Q     You haven't had any experience in Florida with  
24 respect to any of these, have you, practical experience?

25           A     With respect to?

1 Q Any of these interfaces.

2 A You mean the ones I just talked about?

3 Q Yes.

4 A Yes. We did some test orders on the manual sense  
5 in Florida and that was on the faxing. We have taken a  
6 very deliberate approach to doing some testing to get into  
7 the environment. First was to clearly highlight to the  
8 ILEC that we are going to do something in working together  
9 on the forms. We actually filled out together what these  
10 forms would look like when we faxed them in and everybody  
11 knew they were coming and they hand held, and we still had  
12 problems, but we expected problems. You know, it's  
13 something new for them, and we wanted to start shaking  
14 those problems out as fast as we could.

15 The second stage would be to take some form of an  
16 electronic -- we had hoped that EDI would be up, and it  
17 wasn't, so we used the LENS in Georgia, and we will  
18 eventually -- and I think it's fairly soon now that we will  
19 start using LENS and just do a burst of orders into the  
20 system to allow that system to come back and see what types  
21 of problems. We still look at LENS as something that could  
22 be used if we had system failure. We had our EDI systems  
23 or EB, if the system went down, could we, in fact, place  
24 some orders in a mode that would at least work and  
25 function? And actually our, what we have -- We have come

1 to the conclusion, and this, again, wouldn't be in Florida  
2 but in Georgia, that unless some major items are corrected,  
3 that even on an interim basis it would still probably be  
4 better to fax, to go back to the manual mode if we had a  
5 system failure; and there were two reasons that stick out  
6 in my mind as far as LENS is concerned.

7           One, you have no visibility to the order. Once  
8 you've sent it, you can't go back in, can't make changes,  
9 you can't see it, so you never know for sure, in fact, that  
10 order was what you wanted. You know, you just hope that  
11 the system put all the pieces that you had clicked off and  
12 put them on the order and placed them properly; we can't go  
13 in and view it. And that was something that we have asked  
14 in a meeting, and we have held meetings on the LENS system  
15 with our items and with the commitments, whether they are  
16 open or closed or whether their plans are to fix them; and  
17 this particular one they have no plans to fix. They have  
18 no plans to actually bring that order in and view it. I'm  
19 hoping that will change because that's a fairly limiting  
20 factor.

21           The other is in reporting, there is little or no  
22 reports that come out other than the FOC report which tells  
23 you basically the status, whether you had received an FOC  
24 and it's completed. Reports should be a little bit more  
25 sophisticated.

1           The billing, CRIS billing, we have had -- For  
2 the record, we've finally had a CRIS bill, and we have  
3 found, one, it's as difficult as we thought it was to  
4 audit; but there were problems in the system, they had the  
5 wrong discounts. The discounts I believe that they are  
6 using in that are the discounts that they asked for versus  
7 the discounts that were awarded. They are not discounting  
8 the NRCs, which we believe that they should be. Those are  
9 the systems that come to mind that we have experienced in  
10 Florida.

11           MS. BARONE: I'll go off the record a second.

12           (DISCUSSION OFF THE RECORD)

13 BY MS. BARONE:

14           Q     Mr. Martinez, you last referred to CRIS. I think  
15 you discussed TAFI and CABS. With respect to the CRIS bill  
16 that you mentioned, I would like to make that an exhibit to  
17 the deposition. That will be the first exhibit.

18                     Earlier you stated that MCI is about to send a  
19 burst of orders through the system. Do you know when you  
20 plan to do that?

21           A     I was talking to markets. It's either going to  
22 be this week, next week or -- within two to three weeks.  
23 They are just finalizing. These will be MCI employees  
24 living in Florida as the first test, no charges to them.  
25 We will change some of the feature functionality of their

1 phones, which they may or may not like, so we don't charge  
2 them for it.

3           And we just, basically just look to see whether  
4 the system responded properly. Well, that was the other  
5 things with LENS. We discovered an error where we had a  
6 lot of the orders, they lost them in the system, and  
7 they've identified one fix for that already. Apparently in  
8 their downstream system they were adding a suffix on to a  
9 PON number, which is a purchase order number, which is how  
10 you track anything in LENS. I can give you a purchase  
11 order number, and when I want to retrieve something, I must  
12 have that purchase order number so I can go back and look  
13 at it. They were putting a suffix, like -01 and 02; so when  
14 we went in looking for PON number such and such, we didn't  
15 know that there was a suffix on it. And it wasn't always  
16 happening in all instances, it was somewhat random. They  
17 have, I believe, identified that, at least that problem.

18           There are still a couple of other issues  
19 associated with orders not found in the system, no rejects,  
20 no installs, they're just in a limbo state. So they are  
21 going through those now, and once they -- if they can  
22 determine how, what and where, they'll place identical  
23 orders just to make sure that those don't get caught in  
24 limbo; so that is one of the reasons it was held up a  
25 little bit, just to try to understand which orders have

1 they fixed them, and then we placed some identical types of  
2 orders in the system to make sure that the system did, in  
3 fact, fix that.

4 Q On page 13, also at lines 7 through 13, you state  
5 that it's not sufficient for BellSouth to restrict MCI from  
6 having full access to data and/or subsets of data that  
7 BellSouth restricts from its own business office  
8 representatives because MCI should be at parity with  
9 BellSouth, not with the business office representative,  
10 and the example you provide is number reservations. Would  
11 you explain your statement, please?

12 A And I know in the rebuttal they came back, and in  
13 Georgia I said that I assumed something, and that was that  
14 their systems were doing something in parallel with the  
15 types of systems we had in Southern New England Telephone  
16 Company where I came from. I made that assumption based on  
17 something, and it escaped me until I read the rebuttal, and  
18 I was trying to figure out why did I assume that; and then  
19 I recall that a gentleman by the name of Mike Bugg had left  
20 MCI about three or four years ago, joined a firm that was  
21 renting condos or apartments and had called into the  
22 business office wanting a specific number and was told he  
23 couldn't have it. Having known me over the time, and at  
24 the time I was the contact for BellSouth, in other words, I  
25 had responsibility over business relationships with



1 BellSouth, he called and asked if I could do anything. So  
2 I called our account team and asked them to check the  
3 number, and I don't have the number, but I asked them to  
4 check the number to see if it was available, and they came  
5 back, and I explained why, I have a customer, an MCI  
6 customer who is trying to get this number and couldn't do  
7 it. They came back and said, well, it's reserved. In  
8 their terms it was reserved for high rollers. In other  
9 words, this was a number that was put aside for large  
10 users, users that could generate revenue or revenue in  
11 another sense that needed a number.

12 And before I could get the words out of my mouth,  
13 they already knew what my next question would be, I said, I  
14 don't care. Is the number available? And they said, We've  
15 already escalated it. And within a day they got my  
16 customer that number.

17 And that's what drew my attention to this, and  
18 that there are certain numbers that -- and we have it in  
19 the 800 world where we actually literally go through and  
20 restrict people from having access to those numbers so that  
21 rent-a-car or however they are spelled are true real  
22 valuable vanity numbers, are restricted from actual just  
23 assignment. They should become sort of a revenue  
24 responsibility, which is from a market perspective, we  
25 would do in the marketing department. We could skim them

1 off and hold those numbers, and that's what tied that  
2 together three to four years ago.

3           So when this came up and we were talking about  
4 vanity numbers and the way the LENS was requiring to do it,  
5 and that is, put a number in and see if the number was  
6 available, didn't really give you parity unless you knew  
7 for a fact that that number wasn't available and wasn't  
8 available because it was physically assigned to a customer;  
9 so parity in that sense is parity with the company. If  
10 they are, in fact, locked numbers where they are held in  
11 reserve for high rolled business customers, those numbers  
12 should be identified to us, or actually what we would  
13 prefer is to have access to the system so we can actually  
14 go in and reserve them if we want rather than going through  
15 an interface; and that was one of the areas that we had  
16 requested from an interim, from our perspective.

17           So it's the process of reserving for marketing of  
18 sales reasons specific elements of their network or their  
19 resource so that that resource is properly in their mind  
20 used to the benefit of a revenue stream. Numbers are a  
21 resource, and numbers that spell items are a resource that  
22 is of a valuable nature to any company. So it is clearly  
23 not parity when you put me at the same level as their  
24 service reps if they have restrictions on them. Parity is  
25 access to all the numbers that they have. Does that make

1 sense? And that's what this is getting at.

2           You know, it's -- I think it's one of those  
3 things that you develop business practices over a hundred  
4 years that allow you to use your resources in the most  
5 optimum manner, which is what any business would do.  
6 Parity then is not in a sense at the end of the stream.  
7 Parity is at the beginning of the stream because those same  
8 resources are of a value to an ALEC that is trying to get  
9 into the market as well. If that number is available, they  
10 can use that to increase their capability. The fact that  
11 they couldn't get to it would be a detriment to their  
12 ability to compete. In other words, if they didn't have  
13 the ability, if that number was as the incident in Mike  
14 Bugg where their own business office couldn't get them the  
15 number, restricted from that business person would be  
16 restricted from an ALEC; and that is not parity because  
17 they ultimately would assign it, and they were assigning it  
18 to where they could optimize the value of that resource.

19           And what spurred my memory was that this customer  
20 sent me flowers, and I saved the card because it was the  
21 first time in my history at MCI that someone had done that.  
22 And I called them and said it wasn't necessary. As a  
23 customer of MCI, I would have afforded you everything I  
24 could to get that. And I found that, and if anybody would  
25 like to --

1 Q It's okay.

2 A Nancy, you can have it --

3 MS. WHITE: I might want to see that.

4 A Okay. So that's what tied that to me, that Bell  
5 System is Bell System. We were a member of the Bell  
6 System, and that was our practice. I used to work with the  
7 marketing people to make sure that numbers were, in fact,  
8 reserved so that large customers that I had the process of  
9 coming in contact with would have them available to them if  
10 they needed it.

11 Q Are you aware of any other examples of  
12 restrictions that BellSouth uses internally that MCI  
13 believes is a restriction on itself and in your opinion  
14 precludes MCI from being at parity with BellSouth?

15 A Nothing that is coming to mind. This was always  
16 one that just stuck out when I read it, that parity really  
17 had to be with the corporate and not with the restrictions  
18 on the business user. There may, in fact, be some other  
19 restrictions on there. The actual procedures and methods  
20 that a business office rep has are confidential, as they  
21 should be, so there may be restrictions that are applied  
22 there. But whatever they are, you know, if they are  
23 protecting a resource from their reps, that's fine; but  
24 they cannot protect them or shield them from the ALEC  
25 community, whatever those feature functions, whatever they

1 are. It has to be parity with the company and not parity  
2 with the business decisions.

3 Q On page 13 at lines 19 through 22 you state that  
4 an ALEC must have access to the data base containing these  
5 valued numbers and invisibility into the data base that  
6 parity with the BOC itself, not merely at parity with the  
7 business office representative of the BOC. I think you  
8 just explained what you mean by that.

9 A Yes. Now data base in a sense -- and I know  
10 Nancy asked me this before. Data base doesn't necessarily  
11 mean it's in a computer someplace. A data base to me is a  
12 repository of information. It can be where they literally  
13 have a record in a manual sense of what they do. That's a  
14 data base to me, and having access, and if it's manual,  
15 it's manual.

16 There is the data base that assigns those  
17 numbers, and we have asked to have a down load of that so  
18 that we can interact and have the interplay between them.  
19 And I don't know where that stands right now, but that  
20 would be another way around it because, if there were some  
21 form of an artificial constraint on a number, it would show  
22 up in the data base and we would then be able to look at  
23 that and then react accordingly, take the restriction off  
24 and assign -- just learn how the assignment is made because  
25 there has to be a manual override capability to do that;

1 and I don't really know where that stands because that was  
2 one of our interim number assignments to get around the  
3 LENS issue.

4 Q Could you just summarize then for me what you  
5 believe BellSouth must do to provide parity with respect to  
6 this data base?

7 A Well, as far as the number assignments, which are  
8 the data bases we are talking about, any number, whether it  
9 be a vanity number or a number per se that a customer  
10 happens to want, it has to be free access. And by the way,  
11 there is reservation of that, it should be a meaningful  
12 reservation. And I know we've had dissertations about  
13 whether it's my number or not. In other words, when I go  
14 in the LENS and I say that I put that in, one of the  
15 constraints is until that order is complete, the number is  
16 not guaranteed.

17 We did a trial call from a new person that was  
18 moving into Atlanta, Georgia, into the business office, did  
19 it late at night too, it was about seven or eight o'clock  
20 at night; and one of the questions he asked him was, You  
21 gave me a number. Can I print business cards? Can I do  
22 this? Absolutely, it's your number, which is contrary to  
23 what they're saying that says it's -- you know, that from a  
24 perspective of a document, from an ALEC's perspective, that  
25 says it's not guaranteed until the order goes, and yet when

1 we called that business office, they literally said that  
2 was my number, I could write business cards, I could do  
3 anything I wanted with it.

4           It's that same feeling. Until I reject that or a  
5 time limit expires, and let's say six months for lack of a  
6 term, that should be my number. In other words, I have  
7 reserved it, it's mine, it's my customer's. He should be  
8 able to write business cards, do anything they want with  
9 that number, and then I would cancel it if I didn't need  
10 it. In other words, the customer order fell through. It  
11 shouldn't be dependent on the physical completion of the  
12 order because, up until that time, there is still the  
13 probability that that number, because it's not guaranteed,  
14 could be assigned someplace else. I don't want that. You  
15 know, I need to be able to rest assured, to tell that  
16 customer on the line, if you want to print the business  
17 cards, you go ahead and print them, this number will be  
18 yours.

19       Q     How do you propose BellSouth guarantees that  
20 number to you?

21       A     All they have to do is guarantee it. Just change  
22 the words in the document that says, you know, with that  
23 reservation. Now they could probably put a caveat or two  
24 on there that says, you know, given there was no system  
25 failure or whatever that rejected that. But those would be

1 the -- That wouldn't be the rule; it would be an  
2 exception. You know, there are things that can happen.  
3 You can, you know, you can lose your system. You can lose  
4 the data that was stored for everybody, in which case the  
5 reservations would have to be redone. And to that mind,  
6 they could just regenerate a message out into the system  
7 that said, hey, we had a system failure, go back and  
8 re-reserve your numbers because we have lost the  
9 reservations from yesterday to today, and then you'd go  
10 back and re-reserve them. But it should be yours. I mean  
11 that commitment that you make to that customer should be,  
12 you should have that ability from the moment that that  
13 order goes in.

14 Q On page 16 of your direct testimony, at lines 9  
15 through 11, you state that BellSouth should adopt and  
16 commit to performance measurements with penalties that  
17 would be assessed if BellSouth fails to live up to these  
18 commitments. Do you know whether BellSouth is required to  
19 commit to performance measurements with penalties that  
20 would be assessed for failure to meet these commitments?

21 A Required?

22 Q By the Act or the FCC's rules.

23 A No. It's my understanding that they wouldn't  
24 be. This is Business 101 as far as we are concerned. If I  
25 were writing a contract with a vendor tomorrow, I would



1 have penalties if he doesn't deliver. In other words, if I  
2 were buying services from you in a contract form, if you  
3 failed to live up to those contract terms, I would have  
4 penalties that would both catch your attention and keep me  
5 whole based on the value of those goods and services I was  
6 buying from you with respect to the services I was going to  
7 use them for.

8 Q I know we have discussed penalties before, but  
9 what does MCI believe is an appropriate penalty?

10 A It would be Attachment 10. It was that portion  
11 of the interconnect agreement that the Commission -- you  
12 know, it didn't change your opinion.

13 Q On page 19, lines 4 through 9 --

14 A Page?

15 Q 19. You state that BellSouth must provide ALECs  
16 with adequate training, timely informational updates on the  
17 systems as they evolve, and receive updates to the manuals  
18 they obtain during training. Have MCI employees of Florida  
19 attended BellSouth training sessions?

20 A Ordering functions are centralized in MCI, so  
21 when you refer to employees in Florida, are you talking  
22 people that would use their systems?

23 Q Yes.

24 A Then those would be centrally located. I'm  
25 trying to think of where they are. I think one is in

1 Denver and one is in Cherry Hill, I believe, and the people  
2 that were writing the test orders -- or the person that  
3 started that, which was Bryan Green, who was in Atlanta,  
4 has gone. We have had a number of people attend the  
5 classes.

6 Q Has the training BellSouth provided been  
7 adequate?

8 A I don't think I could answer that because I have  
9 never had the time to -- There has always been somewhat  
10 of a constriction, and I can understand why. In training  
11 classes there are so many -- you can assign only so many  
12 people per an ALEC, and that seems reasonable because it  
13 would be MCI's way just to send everybody to the first one  
14 and then that would have taken up the entire training  
15 schedule. So generally speaking, I wouldn't have gone to  
16 those. I have perused the documents that they provided.  
17 The general feedback that we got was that it was fairly  
18 well -- it was comprehensive and seemed to cover the  
19 materials necessary.

20 Q And in relation to that, has BellSouth provided  
21 MCI with timely informational updates on the evolving  
22 systems?

23 A No, but we have now come to an agreement that  
24 they will provide us with 30 days notification of any  
25 changes to the LENS system because they found that we were

1 doing some in-depth trials with them.

2           The only way that we have obtained data on  
3 changes is through proceedings where they file the latest  
4 or greatest and somebody would call back and say, are you  
5 on issue such and such of the LENS to Navigator? No, so  
6 we'd call the account team and the account team would then  
7 call the people that were responsible. They would get the  
8 documentation and send it to us, or we would get it vis a  
9 vis when they filed it coming in. I would walk downstairs  
10 and say, Do you have this latest? And they would make  
11 copies of it.

12           That has been a sore point. The document  
13 management -- You know, in retrospect, when I look back,  
14 they had a major reorganization, and my own feeling is that  
15 the people that did the systems are now not in the same  
16 organization that the ALECs and IXC's are served out of so  
17 that there perhaps is a communications problem because I've  
18 heard over and over again how the account team was to get  
19 us the information. Well, we have a very, very proactive  
20 account team, and if there was information out there that  
21 they knew about, we would have it. So it just goes back  
22 where they had to go and ask and then we would get the  
23 information.

24           Q     Well, then is it your testimony that now MCI and  
25 BellSouth have agreed to a 30-day notice?

1           A     Well, we haven't seen it yet, but they have  
2     agreed to give us 30 days notification of changes that are  
3     going to happen in LENS itself.

4           Q     Is the 30-day notice adequate for MCI?

5           A     Yes.

6           Q     Okay. On page 19, lines 15 through 20, you state  
7     that integration testing must be conducted to make sure  
8     that BellSouth's and MCI's systems can communicate properly  
9     with each other. Has MCI conducted integration testing on  
10    any or all of BellSouth's interfaces to see if they can  
11    communicate properly?

12          A     Well, one of the tests that we did perform, and  
13    that was the first test of LENS, we didn't tell anybody we  
14    were going to use it. We created this, or established this  
15    room where we would simply start placing orders on the LENS  
16    system. It was fully automated. It was supposedly  
17    commercially available. There should be no need to tell  
18    somebody that you are going to do something and you are  
19    going to start.

20                We placed the series of orders and were quite  
21    happy, the orders went through, we didn't get a reject, we  
22    didn't get anything happening. And the due dates on them  
23    were set for what we considered to be normal due dates  
24    rather than standard. We didn't ask for anything special.  
25    It was like four days to do some -- in fact, I think there

1 were change as-is, which should have been the same day.

2           So we gave them sufficient time, really, to let  
3 the system go. We expected, obviously, to see an FOC.  
4 Well, we did that on a Friday and the Monday we hadn't seen  
5 anything, and I think it was four days later we finally  
6 called the LCSC and said, We haven't seen anything. What's  
7 going on? So they said, Well, we didn't know you were  
8 placing orders. And we said, Well, we didn't really think  
9 we had to tell you. And they said, Well -- and they went  
10 back, and they said, Well, the orders have rejected; and  
11 they faxed us out the reject notification.

12           And it was from that that we realized from the  
13 reject perspective that many -- and I won't sit here and  
14 say that all rejects are going to be manually handled, but  
15 we do know for a fact that the order drops into the LCSC;  
16 and the LCSC then takes that, determines what is wrong with  
17 the order and then in our mind types it back into LENS in a  
18 little field. And the reason we think they type it back  
19 into the LENS is because they first faxed them to us, was  
20 that common problems, and it was the same problem, two  
21 different orders. There was different abbreviations used  
22 in the fields, and it's a very confined field, so whoever  
23 was typing it was typing it to meet what they had as an  
24 abbreviation to fit it.

25           So with that we then said okay on the reject

1 side, from an integrations perspective, the system is  
2 falling down into the LCSC. That also prompted us to then  
3 question the LCSC and the hours of operation. And I know  
4 that in rebuttal testimony they have, again, claimed that  
5 the LCSC is open 24 hours a day. I do have a letter in  
6 here from BellSouth because we asked that question. We  
7 said, Well, what happens after hours? Rejects are handled  
8 only 8:30 to five, Monday to Friday, so if they are open,  
9 I'm not quite sure what they are doing because the physical  
10 change or reject of an order -- so if I place an order  
11 after seven and it rejected out, let's say, on a Friday  
12 night, does that mean I would have to wait until Monday  
13 morning before I would determine that that order was, in  
14 fact, rejected for what reason? And I do have a copy of  
15 the letter with me if you would like it.

16 Q I would like to make that a deposition exhibit.

17 MS. BARONE: Would this be a good time to take a  
18 break?

19 (BRIEF RECESS TAKEN)

20 BY MS. BARONE:

21 Q Mr. Martinez, I am looking at the Exhibit Number  
22 2 which is the letter from Cliff Bowers. Is it your  
23 understanding that he is referring to Central Time here?

24 A That's a question actually. One of the documents  
25 that they had published at one time did reference Central

1 Time, but I would have assumed in this case, because he is  
2 in Atlanta, that he was talking Eastern Standard Time or  
3 Eastern Daylight time, whatever time that is; otherwise, he  
4 would have specified Central. So I would assume it was the  
5 time in the area that we are at; and we are served, I  
6 believe our LCSC is served out of Atlanta.

7 Q Is this the only documentation that you have  
8 received on the hours of the LCSC or the only source that  
9 you have for this information?

10 A With me. I don't know if I have additional.

11 Q I originally asked you whether MCI has conducted  
12 integrated testing, and you have been discussing LENS, and  
13 you have been discussing the first test. Is there another  
14 test scheduled, or was there another one after the first  
15 test? I think you discussed the first test.

16 A Yes, the first test was Georgia, and the second  
17 test was to be Florida, and we will follow by the states  
18 that we have contracts in.

19 Q But you haven't conducted that test yet here in  
20 Florida?

21 A No.

22 Q Have you conducted any other tests, integration  
23 testing on any, of any other interfaces?

24 A No, not to my knowledge.

25 Q On page 21, lines 1 through 3, you state that OSS

1 must be in real competitive use and subject to auditing and  
2 monitoring of key performance indicators before OSS can be  
3 deemed to be operationally ready. Have you viewed the  
4 end-to-end testing and auditing results performed by  
5 BellSouth?

6       A     The results that are in the 80 thousand some odd  
7 pages that they filed? Is that the -- Not to any great  
8 extent. I have read a number of the volumes, but I can't  
9 remember reading the specifics on their integration  
10 testing. I did remember reading the testing -- I went  
11 into the documentation more looking for specifics. One of  
12 the issues that I raised was busy-line verification on  
13 interim number portability and did not find any test  
14 results, and that was an item that is a contractual item  
15 for both Georgia and Florida where they were supposed to do  
16 that, create an interim solution and have that happen; and  
17 there was no reference to any form of test as to whether  
18 with the use of interim number portability you could  
19 identify the carrier that the number was ported to so that  
20 the operator could, in fact, transfer that call to the  
21 operator platform. I do know since the Georgia hearing  
22 that they have contacted MCI while I was away and I believe  
23 are starting to talk about that, but I don't know where it  
24 stands. So when I went into integration testing, it was  
25 more specific to see something that I had knowledge of that



1 they were to have done to see what the results were; so I  
2 haven't read all of the --

3 Q Have you only reviewed busy-line verification, or  
4 have you reviewed other tests?

5 A No, I scanned a few others, but I wouldn't say  
6 that I, you know, reviewed. I was just looking through to  
7 see what they had gotten.

8 Q So you wouldn't be able to answer the following  
9 question, whether you believe that BellSouth's internal  
10 end-to-end testing and auditing results found in the 86  
11 binders of supporting information are adequate to determine  
12 that BellSouth's operational support system and services  
13 have been fully tested and meet the nondiscriminatory  
14 requirements of Section 271?

15 A Well, one of the jobs that I have had in my life  
16 was the director of the labs for Contel Executone  
17 (phonetics), and one of our responsibilities was to test  
18 new releases of software. Integrated testing individually  
19 under a non-load condition cannot identify problems, so  
20 regardless of what they have done internally, and I think,  
21 you know, from the volume that I've seen, they have done  
22 quite a bit. It still does not render itself to an  
23 acceptable product until you've actually put it on line in  
24 the real world because you never know in the real world how  
25 someone is going to use a document or the software. They

1 are not always going to do it right; they are going to do  
2 it wrong. They are going to put things that you don't know  
3 about. You cannot replicate the volume one might have  
4 under a full load. So we have always extensively tested  
5 software in that function when those people have reported  
6 to me.

7 But after the fact, we knew that we had to be on  
8 line with our maintenance departments for at least the next  
9 six months to catch problems as the software went out and  
10 the real users of the software started to use it and  
11 started to go on. So regardless of the testing and I  
12 think -- you know, and by the fear of volume that they had,  
13 it was probably some fairly good testing that was done. I  
14 don't believe that CLECs were involved in that, in other  
15 words, where CLECs were actually coming in and starting to  
16 use it in that test environment. It was all done  
17 internally to test, and that is not, that is one -- That  
18 is the first step in testing software. It is not the  
19 ultimate test. The ultimate test is actually one that is  
20 in use, so I would say that that would be inadequate, that  
21 there should be testing in the real-world environment as  
22 close to capacity as possible and you are going to find  
23 problems, I mean that's the nature of software.

24 Q So is it your testimony then that BellSouth must  
25 perform real-world testing in order to find out if it's met

1 the requirements of Section 271?

2 A Yes, I believe it has to be in operation in a  
3 load environment as it was in our integration testing,  
4 which it would be the same software that introduced in  
5 Florida. We did find some serious glitches such as the one  
6 in the downstream adding a, suffix, which created a  
7 non-found, we couldn't find the order. Those are things  
8 that come out in real world.

9 Q On page 22, lines 4 through 7, you state that  
10 BellSouth's LENS and TAFI interfaces do not adhere to  
11 industry standards in the OSS arena and they are BellSouth  
12 proprietary systems, and I believe you have discussed this  
13 earlier. Can you explain why these systems do not adhere  
14 to industry standards or how they don't?

15 A Well, they are BellSouth proprietary. They have  
16 never been approved by a standards body, nor did BellSouth  
17 ever intend them, in my mind, to have them approved in the  
18 standards body. The standards bodies, by nature of a  
19 standard, wouldn't review a proprietary system. They would  
20 look at a system -- Everybody would have to make changes.  
21 In other words, to create a standard that is based on  
22 somebody's proprietary system meant that everybody in the  
23 world would have to change to that one group, and that very  
24 seldom is -- I don't want to say never, but I have never  
25 known of it to have that proprietary system be adopted as a

1 standard.

2 Q Are you saying then because it's proprietary it  
3 doesn't meet the standards? I guess what I'm trying to  
4 find out is how specifically LENS and TAFI do not meet the  
5 industry standards.

6 A Well, they are totally different. I mean take  
7 LENS. LENS is a Web-based solution. EDI is an  
8 off-the-shelf software standards approved that is being  
9 modified for the telecommunications industry. It's a batch  
10 process. They are totally different. The standard right  
11 now in maintenance is electronic bonding which maps the  
12 systems of one -- the manager or agent together, and TAFI  
13 is basically a dumb terminal that goes in and basically  
14 accepts information from -- or allows the user to do  
15 specific functions on telephone numbers to do some testing  
16 or to place an order. It has no relationship to the ALEC's  
17 system, so it's nowhere near -- I mean the standards, it's  
18 just nowhere near the standard.

19 Q What I'm trying to do is for you to identify the  
20 specific areas that the LENS and TAFI, where they do not  
21 meet the industry standards, and you've started to identify  
22 those. Are there any more?

23 A Well, that's basically -- I mean there is no  
24 semblance in TAFI and EB. I mean it would be like looking  
25 at a house made of wood and a house made of brick and

1 saying, you know, how do they differ? Structurally they  
2 are totally different. They were developed by BellSouth  
3 for their own use and apparently are the systems that they  
4 do use in the local arena. Well, TAFI is. LENS obviously  
5 is not something that was developed, and it was developed  
6 on their own and basically didn't fall on anything that you  
7 would have as far as the standards body is concerned. I  
8 don't even think they were ever approached either in the  
9 standards arena to have them adopted.

10 Q Why is it a problem that LENS and TAFI are  
11 proprietary?

12 A From a large ALEC's perspective, we are forced to  
13 face seven RBOCs -- well, I guess it's down to five now,  
14 soon to be three unless Nancy has some information. Your  
15 major ILECs, such as Sprint and GTE, and even down to some  
16 of the Centuries and the Alltels, we are forced to face  
17 multiple systems; and it is literally impossible and cost  
18 prohibitive to build proprietary systems that are going to  
19 change at their own pace based on the requirements that  
20 that particular ILEC has and to keep pace with that  
21 software as well as other software and still try to  
22 integrate this into the systems that we have. It would  
23 just be virtually impossible to do that. That is why we  
24 have from day one stood by and said the standards have to  
25 be there so that we can, in fact, build in a cost effective

1 manner these systems.

2 Q On page 22 at lines 13 through 18, you've stated  
3 that MCI and BellSouth have negotiated specific time lines  
4 for implementing electronic bonding for pre-ordering and  
5 maintenance. Is ordering included in that, or is that  
6 just --

7 A Yes, it's pre-ordering and ordering functions.

8 Q Are these the only functions that MCI has  
9 requested BellSouth to provide by electronic bonding  
10 interfaces?

11 A Yes.

12 Q What are the specific dates that MCI and  
13 BellSouth have agreed to for implementing electronic  
14 bonding interfaces?

15 A The time line, as I previously stated, is one  
16 year. In the maintenance it's one year from the signing of  
17 the contract. Under the pre-ordering and ordering  
18 functions, it's one year from the adoption of the EB  
19 standard on the interexchange side; and we have since said  
20 that unless the standards body has totally approved the EDI  
21 and have adopted it now as a long-term solution, which we  
22 don't believe will happen, we believe eventually we will go  
23 to EB, but it will be one year from that adaptation.

24 Q Once these electronic bonding interfaces are  
25 implemented, does MCI believe that it will be operating at

1 parity with BellSouth?

2 A Yes.

3 Q On page 24 at lines 20 through 23, through  
4 page --

5 A On page?

6 Q 24, beginning at line 20, and then we'll go  
7 through 25.

8 A Okay.

9 Q You list seven pre-ordering subfunctions that MCI  
10 believes must be provided to all telecommunications  
11 carriers. Has BellSouth provided all seven of these  
12 pre-ordering subfunctions to MCI?

13 A I'm sorry?

14 Q Has BellSouth provided all seven of these  
15 pre-ordering subfunctions to MCI?

16 A When you say provided, in a manner that is  
17 acceptable to MCI, or --

18 Q First, we'll --

19 A Because, obviously, LENS does attempt to do some  
20 of this. We always have a faxing process that would allow  
21 us to do -- even the access to customer service records.

22 Q I guess what we'll do is first we'll address  
23 whether they have provided it, and then you can address  
24 whether how they've provided it is sufficient. So first,  
25 have they provided all seven?

1 A No.

2 Q Which ones have they not provided?

3 A The latter, which is access to information an  
4 ALEC would require. Where an ALEC in a resale environment  
5 has the customer, access to who that ALEC is, as a bare  
6 minimum, to being able to identify where the customer  
7 records and where the information we must obtain.

8 Q Are you referring to number 1 on line 21?

9 A No, I'm on number 7.

10 Q Number 7?

11 A On line 3.

12 Q Okay.

13 A Now that was what they don't. They are missing  
14 some information as far as the features that they provide.  
15 Under one, access --

16 Q What information are they missing?

17 A That's what I was going to say. Under one,  
18 access to customer service records, as a matter of course  
19 in Florida, electronically we have the right for customer  
20 credit history. That is contained, information that is  
21 contained in the CRIS record and, in fact, has been  
22 verified by BellSouth that the information that we had  
23 detailed out in our interconnect agreement is, in fact,  
24 contained in the CRIS record; however, they have said that  
25 that is proprietary and they will not provide it, which I



1 think is contrary to not only the order but our  
2 interconnect agreement. So under access to customer  
3 service records, while they have provided access, it's only  
4 to the features and functions, which is one subset of the  
5 information that is necessary.

6 We have already talked about reserving telephone  
7 numbers. Yes, they have provided that, but we feel that  
8 the parity exists only where we are at parity with the  
9 company and not the service rep, and that was the vanity  
10 number issue we talked about.

11 Q Before we move on, you were talking about two.  
12 Let me go back to one for a second.

13 A Okay.

14 Q I think you said that you have access in  
15 functionality, and what was missing?

16 A Information.

17 Q Information, okay. I'm sorry. Go ahead.

18 A The information that is provided is only the  
19 customer record as to what the customer has, name and  
20 address and their directory listing information. The  
21 information that is missing or that should be included is  
22 customer payment history, and that was an arbitrated issue  
23 in Florida to which that was supposed to be provided.

24 We have talked with BellSouth. It is part and  
25 parcel of the CRIS record, the actual information that we

1 would need; however, they have deemed that to be  
2 proprietary and were not going to release that to us, so  
3 there is information that is missing. So we don't have  
4 access to the actual record, we have access to information  
5 that they deem necessary. They being BellSouth, and deem  
6 necessary as deemed necessary to provide the ALEC with  
7 information that they feel is important in placing the  
8 order. That differs from, obviously, our interpretation of  
9 what is necessary. We should have access to the record.

10 Q And I interrupted you when you were on two. If  
11 you would like to proceed.

12 A Two we had already reviewed, that's the vanity  
13 numbers. To be at parity really, we should be at parity  
14 with the company rather than at parity with the rep.

15 Feature availability we have a complete data dump  
16 of PSIMs resident on our system. That's their data base  
17 with the feature availability.

18 The ability to select an order due date and to  
19 schedule necessary outside work while the user is on line,  
20 while that is a function that is there, I think I spent  
21 some time later on saying that I'm not -- you know, we are  
22 very uncomfortable with that availability date; and we  
23 referenced a situation that happened not in Florida but in  
24 Georgia wherein during our trial we were getting a date  
25 back of I think it was 13 days, and the individual who was

1 a new MCler was moving in and had to have service, so we  
2 suggested they call the business office, and they were able  
3 to get service the next day. Through LENS you cannot do  
4 that. I mean it's whatever that program is that identifies  
5 that, but obviously they were able to overwrite that or do  
6 something and able to provide that customer with service  
7 the next day. So from a parity perspective, we don't think  
8 that that is parity.

9           Address validation is there. This is a problem  
10 area from our perspective. Contractually they are  
11 obligated to give us the R -- or actually the SAG in the  
12 contract, which was our interpretation to be RSAG, which is  
13 a regional street address guide, to give us a data dump of  
14 that. The contract specifically specifies that. It also  
15 gives us an option. If we wanted to use something that  
16 they were to develop, such as LENS, then at our option we  
17 could, in fact, use that system; and that is in case our  
18 system went down with the RSAG data we would have the  
19 ability to go in as an alternate and use something like  
20 that. They have, in fact, said that they are not going to  
21 give us that data. Now we are still in the process, the  
22 letter-writing process of documenting those requests and  
23 asking them again at a higher level to reconsider before we  
24 take action. We believe that is in, just as the PSIMs, the  
25 ability to down load that into our systems and have it

1 interactive. The RSAG was equally important with the  
2 updates at parity with theirs.

3 (WHEREUPON, MR. HATCH ENTERED THE DEPOSITION  
4 ROOM)

5 Q I believe you are at number 6, which I think you  
6 already --

7 A Yeah, access to a potential subscriber's current  
8 directory listings, that would be included when they  
9 establish the customer record. The actual listing for that  
10 customer does appear on that customer service record.

11 This brings us to seven. They have not made a  
12 modification to their CRIS data base which would have made  
13 seven something fairly easy to do. In our contract, MCI  
14 must be the customer of record. I believe in their SGAT  
15 they talk in terms of the ALEC making, ordering the  
16 service, would be the customer of record for that service.  
17 In retrospect, they have been unable to identify, even in  
18 our own test environment when we call in, well, who is my  
19 carrier? They haven't been able to identify that. They  
20 are still bringing up the customer name, so the CRIS is not  
21 being modified from our perspective where the customer  
22 name, the actual person paying the bill, the customer,  
23 should be listed as MCI Metro. So that if I were an ALEC  
24 wanting information from that customer service rep, but the  
25 only thing that -- because it wouldn't match. I'm MCI, and

1 let's assume that AT&T was the customer of record on that  
2 resale. I would get a CSR only that said AT&T. You know,  
3 that way I would know I'm barking up the wrong tree. I  
4 cannot get this information from BellSouth because it's not  
5 theirs to give, even though they had it resident in their  
6 system. I would then have to go to AT&T and say, look, I  
7 have a customer request over here for the following  
8 telephone, could you please give me the following  
9 information? And that's where seven comes in.

10 In a resale environment where you have customers  
11 that are now changing and migrating to other ALECs, one can  
12 assume today that BellSouth is the depository and the  
13 server of that customer, but tomorrow, as competition takes  
14 hold, that is not going to be the case. And at bare  
15 minimum, they should be able to electronically send back  
16 that that is carrier such and such, end of discussion; and  
17 that should be basically off the customer of record.

18 Q With respect to each of these, and I believe  
19 you've indicated several problems, but I'm going to go  
20 ahead and ask you this question, does MCI enjoy the same  
21 timeliness and capabilities that BellSouth enjoys in using  
22 these pre-ordering subfunctions?

23 A I think we'll better know that after we have seen  
24 their systems in operation, which we have not had a chance  
25 to see, but our gut feeling says that, no, that these

1 systems are not at parity as far as access to the  
2 information, especially with respect to service records and  
3 information that's available. We do know that they have at  
4 their screens the capability of looking at the entire CRIS  
5 record which would include the types of information that  
6 I've talked about, the payment histories and what have you.  
7 That's a critical piece in the beginning.

8           When you are setting deposits, not only for  
9 yourself, the number that -- we must also set deposits with  
10 respect to another carrier. It may not be the long  
11 distance company. It may not be MCI-T, it could be  
12 anybody. The deposit requirement deals greatly with what  
13 their payment history reflects and whether they have been  
14 late or whatever so that you can protect the dollars that  
15 are associated with bills that may be accumulated, not only  
16 on a local side but on the long distance side.

17       Q     Can you tell me where in your interconnection  
18 agreement does it state that MCI shall have access to  
19 customer payment history information?

20       A     Attachment 8. I used to know it off the top of  
21 my head.

22           (DOCUMENT TENDERED TO THE WITNESS)

23       A     If you give me Attachment 8, I'll give it to  
24 you. That would include 2.5.1 --

25           MR. MELSON: You are reading too fast. Read the

1 number again.

2 A 2.1.5, and the specific to real-time electronic  
3 interface, 2.1.5.3, BellSouth provide to MCI real-time  
4 electronic interface to BellSouth subscriber information  
5 systems which will allow MCI-M to obtain customer payment  
6 history information as detailed above.

7 Q Back on the seven key pre-ordering functions that  
8 you discuss on page 24 and 25, earlier you said that you're  
9 sure, I think your testimony is that you're sure that  
10 access to customer service records -- in that respect MCI  
11 does not enjoy the same timeliness and capabilities as  
12 BellSouth; is that correct?

13 A That's correct.

14 Q But with respect to the rest of those, two  
15 through seven, you don't have any practical experience yet  
16 with respect to those, do you?

17 A No, again, in the vanity number one, I believe we  
18 are probably at parity with the rep. The parity there is  
19 more at issue with the company.

20 Q Mr. Martinez, I'm going to refer you to page 37  
21 of Ms. Calhoun's rebuttal testimony. We are looking at 37,  
22 beginning at lines 22 through 25 and continuing on on page  
23 38. Ms. Calhoun states that LENS currently provides six of  
24 the seven items that you have listed; however, she states  
25 that the seventh item expands the definition of

1 pre-ordering information beyond that addressed in the  
2 arbitrations, so BellSouth is not required to provide this  
3 information to the ALECs. Do you agree with Ms. Calhoun?

4 A No, I believe it's only, her statement is only  
5 valid in terms of the information that is contained on the  
6 record, in other words, what features they have, what  
7 functions they have, the payment history. That is now  
8 the -- it's really owned by the other ALEC, but I do  
9 believe that their systems have the requirement to come  
10 back with an explanation as to why that's not there. The  
11 ALEC would now be forced to try to find in the industry,  
12 well, who has this customer? You know, or going back to  
13 the customer and trying to prod them as to, well, who is  
14 your current provider of local services or what have you?  
15 It should be something that is readily available. When you  
16 go in with a number, it should come back and make that  
17 request, it should basically come back and say it's AT&T  
18 or -- and that's all that is really required in that.

19 Q Sir, you stated that Item 7, you were just  
20 discussing how this is a requirement. Do you believe it's  
21 a requirement, or is there actually a requirement in a  
22 document somewhere that you can point to?

23 A In other words, can I point to the Act or the  
24 FCC?

25 Q Or an arbitration decision or an order out of



1 this Commission.

2 A No, the only thing I can point to really is a  
3 requirement in the care process. In the care process that  
4 is a requirement to indicate that a customer has changed  
5 from you. I just believe, or MCI believes very strongly  
6 that this is something that's a no-brainer, something that  
7 can be done, and something that the -- as competition takes  
8 hold and goes forward, it's something that is essential to  
9 be able to quickly identify that those records would have  
10 to be obtained from somebody else; and it's not something  
11 that shouldn't be already available through the CSR  
12 because, again, the customer service record, the customer  
13 of record should be the ALEC. So when you try to bring  
14 that up, it basically should basically deny you with saying  
15 the ALEC's name, you know, it's AT&T.

16 Q On pages 25 of your direct at lines 12 through  
17 14, you state that the industry standard pre-ordering  
18 interface is EDI via TCP/IP. In addition, you state that  
19 LENS is a manual dedicated access system that is incapable  
20 of integrating with an ALEC's OSS system. If EDI is the  
21 standard pre-ordering interface, why is MCI using LENS for  
22 pre-ordering?

23 A There is no other -- The pre-ordering is not,  
24 has not been approved by the OBF. I don't believe that I  
25 used EDI as far as the standards. I talk in terms of the

1 proper pre-ordering interface. Again, our position is that  
2 EDI is the interim interface and that the industry as a  
3 whole thinks that it should be electronic bonding; however,  
4 again, as I pointed out, if that works out, then we will  
5 adopt whatever the industry says is the ultimate standard  
6 for long-term.

7 Q On page 29 at lines 18 through 21, you state that  
8 instead of permitting ALECs to access BellSouth's telephone  
9 reservation system BellSouth is proposing that ALECs be  
10 able to assign only a finite number of telephone numbers,  
11 up to six per customer. Is it your understanding that this  
12 limitation is also applicable to BellSouth?

13 A No, it is not. In fact, I think in Georgia they  
14 made reference that they can reserve up to 25 -- I think it  
15 was 25 -- and that's a physical system limitation. I  
16 believe the six is a system limitation within LENS. I  
17 think you get up to ten choices, but up to six -- Six  
18 also is a magical point from what we determine for  
19 multi-line hunt group where they then take one number and  
20 hunt between multiple terminals.

21 Q Do you believe BellSouth is providing competing  
22 carriers nondiscriminatory access to telephone -- strike  
23 that.

24 Also on page 29 at lines 20 through 21 you state  
25 that when using LENS to handle telephone number

1 assignments, BellSouth confirms these assignments in no  
2 more than two business days. Do you know why and how  
3 BellSouth confirms these numbers?

4 A You know, I reread that after I read the  
5 rebuttal. Actually, the LENS and the number reservation  
6 was based on the interval. There was a two-day interval in  
7 there for standard with no prem -- See if I can remember  
8 the issues. There was the very first one, two days and two  
9 days. So, again, given that the order had a complete, so  
10 the minimum number of days that would be required before  
11 you can confirm is when the order completed, and that is  
12 why I took the two days.

13 And in fact, if I was doing a change -- well,  
14 change is already you have the number, but the minimum  
15 amount of time that an order could be placed in with a new  
16 number was like two days, and that's why we took that as  
17 the minimum, that a confirmation would have to be received  
18 but now the number was yours. That confirmation would be  
19 that the order was successfully completed in the system,  
20 now the customer would have that number. And, again, I've  
21 said from the time that I reserved that and placed an order  
22 to it that number should be mine, or the customer's at that  
23 point in time.

24 Q Do you know how BellSouth confirms telephone  
25 numbers for itself?

1           A     No, the only thing that we have is that one call  
2 that we made. Again, it was Bryan Green. We called late,  
3 it was about seven o'clock at night, got a number and then  
4 we asked specifically that question. Is this mine? Can I  
5 make the business cards? And they said absolutely. So I  
6 have read the testimony that said that is not policy. Now  
7 this person may have been violating policy. They were a  
8 very friendly person on the phone, as they should be  
9 interfacing with a customer, but that's the only example we  
10 have; and to us it locked in that what we were saying all  
11 along, when I place that order, that number should be  
12 mine. I've placed it. I've reserved it. There should be  
13 no reason why I can't guarantee the customer and have to  
14 wait until an installation because the installation can be  
15 moved out and things could happen, but that person still  
16 might need to place business cards or tell their relatives  
17 or tell the -- and you'll have a problem.

18           Q     So you're not sure how BellSouth confirms these  
19 numbers for itself; is that correct?

20           A     No, that's the only example I have.

21           Q     So you don't know whether BellSouth is providing  
22 access to telephone number assignments in a  
23 nondiscriminatory manner, do you?

24           A     I guess I'm going to have to --

25           Q     Again, that's a legal opinion, but you don't have

1 a position on that; is that correct?

2 A I was really going to ask you to repeat the  
3 question.

4 Q Do you have any -- do you know whether BellSouth  
5 is providing competing carriers nondiscriminatory access to  
6 telephone number assignments? Do you have an opinion on  
7 that?

8 A Only with respect to what I've already made  
9 mention, that we should be at parity with the company and  
10 not with the constraints of a business constraint.

11 Q On page 30 at lines 7 through 12, you state that  
12 when searching for a vanity number in LENS the ALEC must  
13 spell out the number to determine if it is available. If  
14 it is not available, the ALEC must repeat the process by  
15 going back to the initial screen with each new  
16 combination. What capability do you believe needs to exist  
17 to make this process user friendly?

18 A Well, again, if we had access to those numbers,  
19 that data base, we could build it into our system and then  
20 do a search for what the customer was looking for.

21 Q On page 31, line 16, you state that LENS is a  
22 one-feature-at-a-time scenario. Can you explain what you  
23 mean here?

24 A Well, the point and click, you go and select --  
25 This is on the feature screen where you are dealing with

1 the features associated in that central office. You go in  
2 and select the feature that you want, bring it down, and  
3 then if you are into a mode where you are going back in if  
4 you need more information, like the USOC code, you have to  
5 go deeper into the documentation, click it, get it, and  
6 come back out. It's a very time-consuming process to go  
7 back down and research that.

8 Q On page 33 at lines 7 through 11, you cite MCI's  
9 experience with test orders adding a single feature in  
10 Georgia. Has MCI conducted the same test in Florida?

11 A Yes, we have.

12 Q And what were the results?

13 A They were slightly better as far as the average  
14 days, and if you want, I can provide that at a later date.

15 Q Yes, I would.

16 A We probably should have put the Florida example  
17 in here.

18 Q That would be good, and that would be Late-filed  
19 Exhibit 3.

20 A And then there would have been a spread sheet  
21 that would reflect the same time frames.

22 MR. MELSON: So you want the information that is  
23 on lines 8 through 11 for Florida?

24 MS. BARONE: Yes.

25 MR. MELSON: Okay.

1 MS. BARONE: Test orders adding a single feature  
2 in Florida.

3 BY MS. BARONE:

4 Q Also on page 33 at lines 13 through 17, you state  
5 that attempts to use LENS to view the appointment calendar  
6 for a new customer that has just moved to an established  
7 subdivision in the area failed. Further, you state that  
8 the system knocked the user off, and the MCI representative  
9 making the attempt had to restart from the beginning and  
10 log on to LENS. Is this an isolated case?

11 A I believe, yes, and there was some sort of a  
12 hitch or a glitch in that particular aspect. It happened  
13 to us in one other instance too, and both of these, I think  
14 this one has been repaired. There was some -- When we  
15 went in to select a change as-is, there was a procedure  
16 where you had to select the carrier. That has now been  
17 changed; you don't have to do that. But if you didn't  
18 select -- if you went in and didn't know, you could come  
19 back and say we have to make the pick selection. If you  
20 went in and made a -- if you just selected the  
21 interexchange carrier pick, as I recall, and didn't do the  
22 other one, it would go into a hold. If BellSouth was the  
23 intrastate -- intraLATA pick, it didn't seem to have a  
24 glitch, if it was a common IXC in both intra and inter; but  
25 if it was inter and if you had done it for the first time,

1 because the first thing it says is you haven't picked the  
2 interexchange carrier, you put it in, when it came back, it  
3 would take forever and a day to come back; and what we  
4 think was happening was that they knew it was BellSouth and  
5 that they had the answer back in the system and it would  
6 just time out and you would have to go back and reestablish  
7 and go back and actually -- if you filled in the pick for  
8 54 whatever, it actually went through.

9           That has now been eliminated, as it should have  
10 been. As a change as-is, there should never have been a  
11 requirement to select pick. In fact, in some of the test  
12 orders in Georgia that were initiated prior to that change,  
13 there was an assumption made by the person, because it was  
14 an MCI employee, that they had inter and intra, both MCI,  
15 when, in fact, they didn't, they had BellSouth, and they  
16 were rejected because that was not a change as-is; that's  
17 a -- and rightfully so. It would be a change with -- I  
18 forget what they call it, but a change with modifications,  
19 change as modified.

20           So it sort of, you know, destroyed the whole  
21 thing of, you know, the simplicity of a change as-is, which  
22 to me is like a pick of all that you have in the IXC world,  
23 just go in there and all services and features are  
24 available. And to have that requirement just didn't make  
25 sense, and I guess it didn't make sense to them either



1 because they eliminated it.

2 Q So viewing the appointment calendar is not a  
3 continuing problem at this point?

4 A No, on a new. No. Now they added Zip Code as  
5 well, and Zip Code expedited -- I think that fixed some of  
6 their problems as well. A new employee coming in, the  
7 address associated with the Zip Code, and you were able to  
8 get in, and there were no interruptions at that point.  
9 This is a moving target. When we write these things up,  
10 there are fixes happening all the time; so as we go  
11 through, I'll try to identify those other areas where we  
12 have seen fixes.

13 Q Can you explain how the due-date calculator  
14 works, if you know?

15 A Can I? No. I wish that -- it apparently is  
16 something based on the workload associated in the BellSouth  
17 systems where from my old days you had X-number of people  
18 assigned to a specific office or a specific repair area and  
19 that equated to so many hours. In the union it could also  
20 equate to so many widgits. Probably that has changed now.  
21 I haven't seen a union contract in sometime. But there  
22 were times when you could only -- and a seller can only do  
23 X-number of widgits in a day, so that was predicated in the  
24 build out. So if somebody wanted a day, you know, and that  
25 was the fifth widgit and they could only do four, then the

1 next day would come on; and it was the old green light, red  
2 light. So the business office knew that when the red light  
3 was on you couldn't quote that day, you had to quote the  
4 next day.

5 But this whole idea of calculation of the due  
6 date where, in fact, LENS says closed for miscellaneous, we  
7 are assuming there that it's closed because some workload  
8 or a service has closed that. But again, in the example I  
9 gave in Georgia where they were able to overcome that has  
10 cast great doubt in our mind as to what really that due  
11 date calculation is all about.

12 Q Do the ALEC's and BellSouth's due dates get  
13 calculated by the same data base?

14 A I would assume.

15 Q But you don't know?

16 A But I don't know. But I also feel that there is  
17 an override. One of the things that we talked about is  
18 standard intervals, and in every instance in the trial we  
19 put standard intervals in, and we are calculating dates  
20 that were far in excess of the standard intervals, and this  
21 is without a lot of stress on the system. I mean these are  
22 trial orders. We're not in full competition in any state,  
23 so these are, you know, five or six orders. And, you know,  
24 when you talk about it per business office, we might have  
25 had one or two in the common business office, but they

1 would have been spread around; and still we were getting  
2 dates that were extensive. So it's very dubious as to what  
3 will happen in the real time as to whether those, you know,  
4 if this is in a noncompetitive environment what is going to  
5 happen in a competitive environment when there are a number  
6 of orders that have to be changed.

7           There was another thing that changed on here, but  
8 if I go -- I think it's reflected yet in the work schedule;  
9 and that is, in by three out by five. That's the  
10 simplistic order that says I have a feature change or  
11 change as-is, I'm going to change the customer name on the  
12 record; that shouldn't be more than a day. In fact,  
13 BellSouth in their standard intervals does admit that is in  
14 by three -- I think it's actually in by three out by  
15 midnight now, which is pretty good. But in my old days it  
16 was in by three out by five.

17           If you had an order placed into a system that  
18 required the addition of a feature, something that was  
19 going to happen in the central office from the translations  
20 perspective, didn't require field visits, then that was a  
21 same-day service, and nowhere in LENS was that. And that's  
22 what I was trying to bring out in here, that you really had  
23 to know, have some background to understand that the  
24 services that you were asking for were, in fact, something  
25 that you could ask for in the same day. And, in fact, it

1 was a problem where a change as-is would quote days like 13  
2 but, in retrospect, what Bell said was they just ignored  
3 that. Even though they told you that interval was 13, they  
4 gave you whatever day you had asked for. But again, if  
5 that's not communicated, then no one knows. And what do  
6 you tell a customer that is on the line? You can only tell  
7 them what the system is telling you. I think that now  
8 reflects when they put a change as-is, whatever the order  
9 date that you give it now comes back and actually says  
10 that's your date; so that was another problem that was  
11 implemented. But this, with no prem visit required, there  
12 is no calendar that really talks in terms of those  
13 simplistic orders, the ones that are just the change as-is,  
14 or I want to add call waiting, or I want to add a feature  
15 which don't require prem visits, that should be the same  
16 day. There should be a statement to that effect, and it  
17 should be automatic as far as the system is concerned.

18 Q On page 34 at lines 14 through 24, you state that  
19 in a recent order placed in Georgia with a customer on the  
20 line the LENS due date calculator gave MCI a 13-day  
21 interval. Further, you state that the customer could not  
22 wait that long because they did not currently have service,  
23 so they called BellSouth and had the phone installed the  
24 next evening. Has MCI experienced this same problem in  
25 Florida?

1           A     No. No, we haven't done the test in Florida, as  
2 I said.

3           Q     You state that a change as-is order routinely  
4 comes back with a seven- to nine-day interval because work  
5 is required. Can you explain to what work is required?

6           A     Well, I couldn't, but that is what I just got  
7 through explaining, that that was a change that they made.  
8 Whenever we are putting change as-is in, we would --  
9 somehow or another it was going through the calculator and  
10 would come back and routinely would give us anywhere from  
11 seven to nine business days saying that the office was  
12 closed, which was making no sense to us because there  
13 really was no work required in the outside field. This  
14 should have been -- If it's truly flow-through, it  
15 wouldn't be touched by anybody. It would flow through,  
16 change the name on the billing record, and basically the  
17 time that you did it; it could be instantaneous.

18          Q     On page 35, lines 6 through 16, you state that  
19 BellSouth customer service representatives have one  
20 integrated platform through which they take customers'  
21 orders, contrary to the LENS system that the ALECs use.  
22 Can you explain the differences between BellSouth's  
23 integrated platform and the system that the ALECs use?

24          A     To a certain extent, recognizing that they do  
25 have two different systems that give different

1 presentations to the users, but they are basically  
2 integrated through the same business office, service order  
3 process, which is a subset. In that integrated fashion,  
4 they capture not only the orders but the pending orders, so  
5 that when a service rep goes in on their screen, not only  
6 can they write orders, but they can also see if there is a  
7 pending order somewhere in the system such that, if an  
8 installer is already going to be out there in a calendar  
9 day of something and there was a new item that wanted to be  
10 added, they could simply go in and add to that existing  
11 order, sup. it, and create additional work activity that is  
12 there.

13           That is not the case in LENS. As I said, you  
14 can't even view the order that you submitted; there is no  
15 way of viewing it. So not only can you not view the order  
16 you are submitting, you obviously can't view orders that  
17 are pending in the system; so that's an integrated  
18 platform. Regardless of whether it's on, I think it's DOS  
19 or SONGS, I'm not quite sure which one is which, but they  
20 are basically the same; they feed into the same type of an  
21 integrated platform, different presentations, but basically  
22 integrated in to what the work functionality is associated  
23 with that. And they also have, obviously, the ability to  
24 call in their customer service records at that time, take a  
25 look and do some things that the LENS system just simply is

1 not designed to do.

2 Q On page 36 at lines 11 through 15, you state that  
3 neither the LENS users guide, the retail ordering guide,  
4 nor the facilities ordering guide address how ALECs will be  
5 able to access potential customers' directory listing  
6 during pre-ordering or how ALECs will be able to determine  
7 customer information concerning customers of other ALECs.  
8 Has MCI made a formal request to BellSouth to obtain this  
9 information?

10 A Yes. The first one has been corrected, and that  
11 was when they implement the CSR. Obviously the directory  
12 listing is now reflected on that CSR, the actual listing  
13 that is there. Other than that, the only thing you had on  
14 the LENS was you could actually type in what the customer  
15 wanted; but prior to that, you wouldn't know whether you  
16 are changing something or not. Now as far as the ALECs, we  
17 went over that in great detail.

18 Q On page 38 at lines 15 through 19, you state that  
19 BellSouth readily admits that their ordering systems are  
20 not ready and will not be ready for UNEs and that BellSouth  
21 will require ALECs to manually fill out and then fax four  
22 separate order forms to complete the order for a UNE.  
23 Would you please identify the document where BellSouth  
24 admits that its ordering systems are not ready for UNEs?

25 A Well, it was actually a talk the first time I

1 ever attended SEARUC. That was held in Kentucky. Richard  
2 Teal, who I believe Nancy would know, was on a dais to talk  
3 about what happens after 271, and he preceded by making  
4 that same statement that they are in -- that they do not  
5 have the ability to handle UNEs electronically and that  
6 they are beefing up their staff so that they can do this in  
7 a manual mode, and that is where that quote came from.

8 Q And when was this?

9 A It was a SEARUC, the second day of the SEARUC,  
10 southeast regional --

11 Q Do you remember when that was?

12 A It was in Kentucky. It was the only one I ever  
13 did, and it was in the -- There were two going on. There  
14 was one -- I guess it was gas deregulation going on, and  
15 then there was telecommunications forums. I obviously  
16 wasn't interested in the gas, so I attended all of the dais  
17 associated with telecommunications, and he was a speaker on  
18 that dais.

19 Q I would like to refer you to page 38 of Witness  
20 Calhoun's rebuttal testimony. At lines 9 through 23 of  
21 Ms. Calhoun's rebuttal testimony, on page 38, she states  
22 that BellSouth's ordering and provisioning systems can  
23 electronically accept orders for UNEs today. She further  
24 states that where an ALEC chooses to fax orders rather than  
25 using BellSouth's electronic interfaces, BellSouth uses



1 ordering forms approved by the ordering and billing forum.  
2 Do you agree with Ms. Calhoun that BellSouth is using  
3 industry standard ordering forms approved by the OBF for  
4 UNE orders that are faxed?

5 A Not with respect to LENS. We are still in the  
6 process of turning up EDI, and as I've previously  
7 mentioned, they have modified to their -- well, just  
8 benefit. They have stepped ahead of the game and into six,  
9 created the UNEs in that system. We have heard that they  
10 are still going to have the same four forms. I haven't  
11 seen whether those forms actually comport to the OBF  
12 because we are still in the process of mapping that  
13 together. As far as LENS is concerned, LENS is still to my  
14 mind a fax as far as the UNEs are concerned.

15 In the fax everything that you do on a UNE is  
16 done in the remarks column. In other words, if you want  
17 the features or functions after you fill out the name of  
18 the customer and whatever down in remarks, you have to  
19 write basically what dial tone or what it is you want  
20 activated on that line, and there are four such pages. In  
21 LENS, the same thing happens, you have a form that comes  
22 down, in the remarks you can put down there. So all it is  
23 is really a glorified fax that is going to end up in the  
24 LCSC, and they have to produce some sort of an order into  
25 their system to do that.

1           Q     Can you explain the reason BellSouth is requiring  
2 ALECs to manually fill out and then fax four separate order  
3 forms to complete the order for a UNE?

4           A     I wish I had brought one with me. No, I can't.  
5 I believe most of that could be all accomplished on a  
6 single set of orders.

7           Q     Have they told you why?

8           A     No, but I don't -- I have never asked either,  
9 because in the process we were having, which was faxing,  
10 that was our initial take when we did the UNES here -- or  
11 the UNE; we only have one here -- we just followed their  
12 manual because we were trying to get, again, in sync with  
13 what was happening from the process of just putting it in  
14 and then walking it through to make sure it happened. And  
15 I can't remember, but there is a title on each one of the  
16 forms but, you know, I don't recall what it is.

17                     Again, I have copies of the one that we did in  
18 Florida that we faxed down, and I can make that available  
19 to you so you can draw your own conclusions as to why.

20           Q     That would be great. That would be Late-filed  
21 Exhibit Number 4.

22                     MR. MELSON: Now tell me again what this is.

23                     THE WITNESS: It's the actual order for the UNE.

24                     MR. MELSON: For the UNE combination in  
25 Jacksonville?

1 THE WITNESS: Yeah.

2 MR. MELSON: Okay.

3 Q Thank you. Mr. Martinez, do you agree with  
4 Ms. Calhoun that BellSouth's ordering and provisioning  
5 systems can electronically accept orders for UNEs today?

6 A No.

7 Q Why not?

8 A Because, again, in the LENS -- in fact, even in  
9 the EDI it's going to drop into the LCSC. It's not going  
10 to be a flow through, so when I say electronically accept,  
11 I'm looking for that system to be a flow through, to go  
12 through and not to be touched by another individual. Every  
13 time a person, even the best of people, if a person that is  
14 the best employee you have is going to make errors; it's  
15 just human nature. About three percent of the time they  
16 are going to put something wrong in there. So you just are  
17 introducing errors or the possibility of errors into a  
18 system where one person puts it in and that could have  
19 caused errors, and another person puts it in and that can  
20 cause errors. And even in the faxing mode I was -- I'm  
21 sure that there were a number of calls, I didn't check on  
22 it, but when you are faxing, the remarks column, trying to  
23 read somebody else's handwriting is just another way of  
24 introducing errors whether you are talking Greek or English  
25 because we do tend to use our own definitions and our own

1 things sometimes and don't follow always the standard way  
2 of inputting something. And that is what a standard form  
3 is all about, so if I want a feature, you check it off and  
4 let the system generate that order and make sure that it's  
5 correct.

6 Q So I guess based on what you've stated today that  
7 you believe that electronic bonding is the only solution?

8 A Again, I mean that's been my impression, and I'm  
9 still waiting to see if EDI will handle that in the  
10 pre-ordering.

11 Q On page 39, lines 5 through 7, you state that  
12 BellSouth has no mechanism in place other than manual for  
13 resale of business products such as CENTREX, CSAs or for an  
14 order with more than six lines. Has MCI requested that  
15 BellSouth provide these resold business products  
16 electronically?

17 A As far as the change as-is process, we have a  
18 stipulation in our contract where until we can have our  
19 systems up and in place, we have the right to use the  
20 change as-is for any complex service, so my interpretation  
21 of that would be that the State of Florida, the CENTREX  
22 here, it all rolls up to BTN, one business telephone  
23 number. As a change as-is, I should be able to go into any  
24 system and just simply say, this telephone number,  
25 everything that is behind it, change the billing to MCI,

1 and the customer of record becomes me. So I assume that  
2 the entire CENTREX, and it's in a resale that I'm reselling  
3 it to the State of Florida.

4           The process that they envision on complex  
5 orders -- and there is some question as to whether it's six  
6 trunks or nine trunks or whatever, and that's, you know, if  
7 you read in through the FOG and a ROG and the LENS, there  
8 seems to be different interpretations. There is nothing  
9 clear-cut as to what complex is versus what simplex --  
10 simplex, or simple -- the systems handle on simple orders.  
11 Simple in the sense of adding features, functions, and  
12 doing -- and they do have some ISDN capabilities, but I  
13 don't consider that, from my perspective, to be all that  
14 complex anyway. But where I get into the additions of -- a  
15 smart ring is an example that was used by Gloria, I think,  
16 over, you know, the complexity of it. That complexity  
17 isn't pre-sale. It has nothing to do with the physically  
18 placing of an order. At the end of the day, at the end of  
19 all of the research that is done to determine what a  
20 customer wants, whether that be CENTREX or a smart ring or  
21 whatever, somebody sits down and puts the orders in the  
22 system; and those order capabilities, or the capability to  
23 order those features and functions are missing. And what  
24 they would have us do is go through an account team, or in  
25 our case, in our contract, contractually is supposed to be

1 a single point of contact, which our interpretation is that  
2 is the LCSC. We don't really care what happens to the  
3 order once we place it to them, but I place the order  
4 there, and they go and do whatever they have to do to make  
5 that service happen.

6           There has to be a means -- and here again, I  
7 don't believe that the Act or the FCC said only simple  
8 orders in the OSS systems are supposed to work. To be at  
9 parity, if they have the ability to place an order in the  
10 system for their own to integrate in, then that same  
11 capability has to be present in the systems that are  
12 offered the ALECs. This will be accomplished in the  
13 standards body because these features and functions as they  
14 go through the standards arena will, in fact, be  
15 incorporated; but in a system like LENS where they are  
16 developing it themselves I can understand where they would  
17 have great -- that they would not be capable of taking  
18 that and starting to interfacing it through the various  
19 systems that they would need. They would need multiple  
20 forms and multiple types of things that would have to  
21 interact, but that is something that is sorely missing in  
22 their OSS system. That is the complex orders, the ability  
23 to place -- not to gain information about what the customer  
24 wants, that's a marketing and sales function, but  
25 physically place the end-result order into the system and

1 order it, whether that be on an ASR or however that is, you  
2 know, because it would -- to my mind it could differ while  
3 we are a doing smart ring. It could very well be that that  
4 is an ASR that's modified to a local service request, only  
5 because it's out of the tariff. Light gate we order today  
6 routinely as an ASR. It's also a general exchanged  
7 tariffed offering, so the capability has to be there.

8 Q I understand your concerns. I'm not sure if you  
9 answered the question which originally was whether MCI  
10 requested BellSouth to provide those resold services or  
11 resold business products electronically in Florida.

12 A Yeah, our intent in our contract is that all  
13 services that are available would be orderable through the  
14 electronic system.

15 Q Has BellSouth provided MCI with an expected time  
16 frame for completing your request?

17 A No.

18 Q Do you know whether BellSouth's internal  
19 operations have electronic processes in place for these  
20 business products and services? And we are talking, again,  
21 about CENTREX, CSAs?

22 A Well, I know from my personal experience that all  
23 complex orders come down to simple orders. Even on a  
24 CENTREX, they are nothing more than lines that have to be  
25 entered into the system. There are specific USOCS that

1 have to be identified and put in the order process so that  
2 the system will identify the work force, and that is a  
3 different work force that is associated with that, the  
4 units that have to be assigned and assigning the  
5 appropriate number of elements to that and create all the  
6 way through. I don't know of any manual process once they  
7 order -- a complex order is placed in the system that is  
8 required other than perhaps on a frame person. The frame  
9 person really doesn't do frame cross connects any more,  
10 they more do computer routing; and that is, to actually  
11 assign in the transmission equipment the physical path that  
12 this equipment is supposed to do -- or to go to, and that  
13 is just a program that is put into the system; and that is  
14 worked off the document that ultimately comes into that  
15 central office off of that order process. So it would come  
16 in, you know, perform the following function, and they  
17 would go over and program it in and that's it.

18 Q Would you like to go ahead and take a lunch break  
19 now?

20 A Yes.

21 (LUNCH RECESS)

22 BY MS. BARONE:

23 Q Mr. Martinez, before we broke for lunch, I was  
24 asking you questions regarding resale, and prior to that we  
25 were talking about UNES. For a moment I would like to go



1 back and ask you some general questions regarding what MCI  
2 has requested from BellSouth, and then we'll go on to more  
3 specific questions later on.

4 First I would like to know, has MCI requested  
5 access from any UNEs from BellSouth as defined by the FCC  
6 and the FPSC's orders in Florida?

7 A Yes, they have.

8 Q Which ones?

9 A We started off with loop and port combination.

10 Q Okay.

11 A That was established in Jacksonville.

12 Q And that was provided and established, that's  
13 what you're saying?

14 A Yes.

15 Q Okay.

16 A The subsequent part of that was to then take and  
17 through the use of selective routing start to take that  
18 service and migrate that service more toward definable MCI  
19 end product, in other words, having their operator services  
20 and their own DA. The first thing we just wanted to do was  
21 just get a loop and a port through the process.

22 There is a problem with that second request that  
23 is coming through; and that is, that there is an  
24 interpretation, a requirement to provide a bona fide  
25 request to get the selective routing. We are not quite

1 sure why. I have a copy of the suggested bona fide  
2 request --

3 Q How about we do this, we go through each UNE that  
4 has been requested, which ones have been provided, and then  
5 you can tell me the problems associated with each one.

6 A Okay, loop and port went in; the order was  
7 completed. The subsequent part of that would have been the  
8 selective routing and dedicated transport elements  
9 associated with that establishing operator services,  
10 transport and DA transport from the end office to the  
11 tandem which would ultimately then screen and send them out  
12 to the specific trunk groups which would have been  
13 identified for -- by MCI-M for BellSouth to route. It is  
14 in that subsequent order that we have not been able to get  
15 that in the system because of a requirement that BellSouth  
16 says we have to provide a BFR. In reviewing the -- because  
17 I just got back -- reviewing the scenario that is going  
18 along with it, there may be just a confusion factor. One  
19 of the requirements that we would have is SS7, we are  
20 linked to BellSouth in a SS7 nature; and we wanted,  
21 obviously, these trunks on the dedicated transport for both  
22 the operator services and DA to be under SS7.

23 I think there is a confusion on Bell's part where  
24 they think we are asking for OSS7, which is not yet  
25 established in BellSouth's network. That would be off on a

1 top stamp, and we have not. We are basically asking for  
2 the interconnection at the LATA tandem which should, in  
3 fact, be covered under the normal types of operation. So  
4 the BFR that they have suggested just doesn't seem to make  
5 sense, one that sought the routing when something was  
6 ordered so long as the class code screening codes were  
7 available. That is part and parcel of the agreement itself  
8 that, you know, given that they are available then we  
9 should be able to use them.

10 So that was the second phase, and that has not  
11 gone in. So there is an order that we are trying to place  
12 in the system. We don't believe that there is a  
13 requirement for a BFR to establish those particular  
14 elements.

15 Q Have you requested access to any other UNEs that  
16 BellSouth has not provided to you?

17 A Is this specific to now Florida?

18 Q Yes.

19 A No, but there is another BFR request that would  
20 be region wide and that would be to provide a loop without  
21 a NID. In other words, we would establish our own NID on  
22 the building and have that loop established and drop down.  
23 There is a requirement there that they said we need a BFR,  
24 and that would be -- it would encompass Florida, although  
25 the order was placed for Georgia.

1           Q     Is MCI actually furnishing telephone exchange  
2 service to business customers in Florida?

3           A     Yes, they are.

4           Q     Are you providing service to business customers  
5 exclusively over your own telephone exchange facilities or  
6 predominantly over your own facilities in combination with  
7 resale of services of another carrier?

8           A     Yes. It would be a combination of both. We  
9 obviously have a physical switch down here where we have  
10 rings established throughout the BellSouth territory.  
11 Where that customer is physically located on the ring, the  
12 only other attribute that we might require is in a  
13 multi-rising; that would not apply in Florida. I don't  
14 know of that many multi-rise buildings where we would need  
15 access to the riser because a riser would be part and  
16 parcel of the Bell distribution feeder system, distribution  
17 system. So for that matter, we would be able to direct  
18 connect to that customer.

19                     There are occasions where our customer is off of  
20 the ring to which we would have to buy equivalent DSOs to  
21 bring that to the ring to get that served, so that's why I  
22 say the answer to the question is yes. We have exclusively  
23 ours, but we also have instances where we had to extend the  
24 ring via BellSouth facilities.

25           Q     In those cases where you've provided service

1 predominantly over your own facilities in combination with  
2 resale, what do you consider to be predominantly? How do  
3 you define predominantly?

4 A I would say predominantly would be all services  
5 and interconnection to those services to be provided either  
6 by MCI-M or some affiliate that may have a cap or something  
7 that was acting as an agent of ours in providing that,  
8 where we haven't reached out and touched the ILEC in any  
9 way, shape or form. So predominantly, to my mind, is that  
10 it's a service that is provided without an ILEC's services,  
11 but that may mean that I'm using a cap who is acting as an  
12 agent or something of mine to get that facility there.

13 Where I need to -- on the other side -- What  
14 was the other term you used? It wasn't predominantly, it  
15 was --

16 Q We are talking about providing services in  
17 combination of predominantly over your facilities with  
18 resale.

19 A Right. Resale has all been total ILEC.

20 Q I'll go back here a second.

21 A Okay.

22 Q Basically what I'm trying to find out from you  
23 is, when you are offering services not exclusively over  
24 your facilities but you are offering it in combination with  
25 your facilities and resale of the incumbent, the Act states

1 that --

2 A Right. Okay. Then I was confused.

3 Q In order for BellSouth to meet the requirements  
4 of the Act, there either has to be a facilities-based  
5 competitor providing services over its own facilities or a  
6 facilities-based competitor providing services  
7 predominantly over its own facilities in combination with a  
8 resale of the incumbent, resale of the incumbent.

9 A Right.

10 Q And my question to you is, if you have an  
11 opinion, is what does predominantly mean in that context?

12 A And I think I answered in terms of exclusively.

13 MR. MELSON: Well, before you start, I'm going to  
14 object to the extent that I really do believe that calls  
15 for a legal conclusion; but to the extent he has got an  
16 engineer's opinion or a lay person's opinion, that's fine.

17 A And that's what it would be.

18 Q Certainly. I understand.

19 A It would be my opinion of what predominantly  
20 means versus exclusively.

21 Q And that's why I say, if you have an opinion.

22 A Exclusively is as it says, but in that case I  
23 could be using a cap to do something; I wouldn't be  
24 touching the ILEC's network. Predominantly says that the  
25 switch and the functional relationship on the premises has

1 a need to be bridged and the bridge doesn't exist on the  
2 MCI network, in which case I would go out and reach out and  
3 lease. In both of those instances we do have business  
4 customers established.

5 Q Is MCI actually providing telephone exchange  
6 service to residential customers in Florida?

7 A Only from the test customers which are MCI  
8 employees in a resale environment.

9 Q And we may have touched on this somewhat before,  
10 but I'm going to go ahead and ask you these questions. Has  
11 your company or MCI requested interconnection with  
12 BellSouth in Florida pursuant to Section 251(c)(2) of the  
13 Act?

14 A Refresh my memory of 251(c)(2). That's where I  
15 asked for interconnection?

16 Q Yes.

17 A Yes, we have.

18 Q Have you received interconnection from BellSouth  
19 in the manner you requested in all locations?

20 A Yes, and I'll put a caveat on that too because I  
21 think you know that I had reference in there of the local  
22 tandem issue that was raised in Georgia.

23 Q Right, and we'll have more questions about that  
24 later.

25 A Okay. But other than that, that was, yes.

1           Q     So with the exception of the local tandem  
2 interconnection, you've received interconnection in the  
3 manner you requested in all locations?

4           A     Yes.

5           Q     Has MCI requested from BellSouth any services for  
6 resale?

7           A     Yes, in the manner I spoke of, and that was the  
8 MCI employees test.

9           Q     And in that test, has BellSouth provided the  
10 services it's requested in that test?

11          A     Yes.

12          Q     In the business context, is MCI actually  
13 reselling services to business customers in Florida?

14          A     When you say reselling, we are now talking about  
15 a piece or part of BellSouth's services that it would have  
16 been used to bridge on?

17          Q     No, I'm just asking you -- Are you providing  
18 services to business customers through resale?

19          A     No.

20          Q     And you stated earlier that you're not providing  
21 services to residential customers through resale, you only  
22 have a test --

23          A     I'm sorry, let me back up. We do have a couple  
24 of Florida business -- MCI business offices established in  
25 that test. Again, it would have been a test. It's MCI



1 facilities, so to the extent that we are not charging MCI  
2 for those services, it was a resale of our business office  
3 where we moved them over to test the business side. But,  
4 again, I go back to, when you say resale, that means we are  
5 charging for it.

6 Q Thank you for clarifying that.

7 And you stated before that MCI is only performing  
8 a test with respect to resold services to residential  
9 customers?

10 A Yes, and it's a test with respect to MCI. It's  
11 not a test with respect to BellSouth because we are paying  
12 BellSouth for those services.

13 Q I have a couple of questions regarding dialing  
14 parity, and they specifically refer to your answers to some  
15 of staff's interrogatories, and I'll go ahead and ask you  
16 the question; and if you need a copy of the question --

17 A I have them.

18 Q You do. In response to staff's third set of  
19 interrogatories, Number 96, MCI states that BellSouth has  
20 not provided local dialing parity based on the Act's  
21 definition. Can you explain why you believe that BellSouth  
22 has not provided dialing parity based on the Act's  
23 definition?

24 A This is in regard to the directory assistance  
25 data base access. Under the directory assistance data

1 base, the DADs services that we were purchasing, we did not  
2 have access to all of the independent telephone company  
3 data that was resident in their data base. The reasons  
4 given were that their contracts were precluding them from  
5 providing that information to us. Our definition, as I  
6 understand it, of the Act with respect to access to those  
7 types of data bases, specifically DA, is that all LECs,  
8 CLECs as well as ITCs, RBOCS, are to be made available; so  
9 we were at a loss to understand how a contract could  
10 supersede which we would define in law.

11 The lack of that had, and I'll clarify that, had  
12 prohibited us from basically establishing DA on our own  
13 platform. The reason being, that a customer who needed  
14 access to DA, one could not guarantee that it was strictly  
15 a BellSouth number that they were looking for. It might  
16 very well have been a number in an independent that we did  
17 not have access to. That would have forced the customer to  
18 dial around MCI-M to basically provide that, to get that  
19 information. So in that instance we feel that dialing  
20 parity was not provided.

21 Q In your response to staff's third set of  
22 interrogatories, Number 99, you state that BellSouth is not  
23 providing identical access to telephone numbers to  
24 competing providers, and you give several reasons.

25 A These were the reasons that we had previously

1 discussed with respect to parity with the company versus  
2 parity with business procedures that one would have with  
3 the service rep.

4 Q Also, at Interrogatory Number 103, MCI states  
5 that BellSouth has not provided access to MCI of unlisted  
6 telephone numbers. Has MCI requested access to unlisted  
7 telephone numbers here in Florida?

8 A This goes back, again, to the question of DA and  
9 what information is there. There obviously are unlisted  
10 telephone numbers in the independent telephone company  
11 directories. We don't have the complete directory service  
12 so it's all tied to that same inability to get from a  
13 single data source which is contained in their DADs  
14 records, access to that data.

15 Q But you've requested access?

16 A We have requested numerous times access to all  
17 information that is contained within their DADs or within  
18 their directory assistance data base.

19 Q Did BellSouth refuse to provide MCI access to  
20 unlisted telephone numbers?

21 A Again, I'm referring -- again, I'm going to go  
22 back and refer that the lack of information from all  
23 providers into their data base is the basis for the answer  
24 to that question, so that we did not get access to all of  
25 the unrestricted or the restricted telephone numbers.

1 Q Is access to unlisted telephone numbers a part of  
2 your agreement, or the agreement between MCI and BellSouth?

3 A Access is defined in our contract as access to  
4 that data that BellSouth is legally entitled to provide,  
5 so we are going to get into a legal discussion here; but  
6 that is the way that actually we fine tuned the words  
7 around the ITC problem. It's always been our intent that  
8 they were legally able to give us any data that was in  
9 their base. Their obvious interpretation was that they  
10 were not because their contracts prohibited that. So  
11 that's the way the contract handles that type of question.

12 Q So it doesn't specifically say that --

13 A Not to my knowledge.

14 Q -- BellSouth must provide access to unlisted  
15 telephone numbers?

16 A No, it's everything that is in their directory  
17 assistance data base.

18 Q What was BellSouth's reasoning for not providing  
19 you this information?

20 A As best as I can recall, it was a contractual  
21 problem that they had with the parties that had put their  
22 information into their data base.

23 Q In Interrogatory Number 104, MCI states BellSouth  
24 is not permitting MCI access to all of its directory  
25 assistance data bases. I'll go through these questions,

1 but I think you've answered them; and if you have, you can  
2 go ahead and indicate so.

3 Has MCI requested access to BellSouth's directory  
4 assistance data base?

5 A Yes.

6 Q Did BellSouth refuse to provide MCI access to its  
7 directory assistance data base?

8 A Only in the totality.

9 Q And again, access to BST's directory assistance  
10 data base, that is part of your agreement in the manner  
11 that you've described before?

12 A Yes. Yes. That which they are legally entitled  
13 to provide us has to be provided.

14 Q And again, what rationale did BellSouth give MCI?

15 A Again, it's the contractual arrangement.

16 Q On page 32 of your direct testimony, at line 22,  
17 you state regarding dialing parity that BellSouth refuses  
18 to provide the necessary data regarding access to directory  
19 service listings for independent telephone companies and  
20 other ALECs.

21 MR. MELSON: What page are you at?

22 MS. BARONE: Page 32.

23 MS. WHITE: Is this direct?

24 MR. MELSON: Whatever the page is, do you recall  
25 making that statement somewhere?

1 THE WITNESS: Yes, and it's consistent with the  
2 answers I gave previously.

3 BY MS. BARONE:

4 Q Exactly, and I was going to ask you the same line  
5 of questions.

6 A The answers would be the same.

7 Q And we'll make sure we have it on the record.  
8 Have you made a specific request of BellSouth for data  
9 regarding access to directory service listings for  
10 independent telephone companies and other ALECs? Do I need  
11 to repeat the question?

12 A No. I'm sorry, yes.

13 Q Has MCI made a specific request to BellSouth for  
14 data regarding access to directory service listings for  
15 independent telephone companies and other ALECs?

16 A Yes.

17 Q Did BellSouth refuse?

18 A Yes. In fact, we had a little problem with our  
19 own data. They were not providing MCI-M data on the tapes,  
20 and they said that the contract didn't specifically state  
21 that they could, and we pointed out that the contract was  
22 void of that because we felt that the data was to be  
23 provided to anybody who requested it out of their DADs.  
24 There was no reference either to or against that provision.

25 Q Is access to directory service listings for

1 independent telephone companies and other ALECs a part of  
2 your interconnection agreement?

3 A Yes, as a manner that I've spoken. It's a  
4 contractual agreement that where they are legally able to  
5 do so they must provide it.

6 Q I would like to refer you to Item Number 98 in  
7 staff's third set of interrogatories where MCI states that  
8 BellSouth has not completed its implementation of intraLATA  
9 and interLATA dialing parity in Florida because BellSouth  
10 has not yet implemented a competitively neutral method for  
11 cost recovery of interLATA toll dialing parity.

12 A Yes.

13 Q Has MCI's position changed on this in light of  
14 the eighth circuit order that was just released, do you  
15 know?

16 A No, I don't know if it's a changed position or  
17 the same position that we would have had that the industry  
18 should bear the cost, but I --

19 Q Okay. Well, what is the basis of your statement?

20 A Which, that the industry should bear the cost?

21 Q No, that BellSouth has not yet implemented a  
22 competitively neutral method for cost recovery.

23 A Oh, in the cost recovery method that is used  
24 today, and this is really from a long distance rather than  
25 perhaps a metro perspective, the IXCs bear all the cost

1 associated with it. It's what we would consider a tax on  
2 the usage. That should be changed, and BellSouth should  
3 pay its costs associated with the amount of traffic that  
4 they are having on the intraLATA side.

5           The second part of that was more in tune with an  
6 interpretation we had as far as the two pick; and that is,  
7 it has to be a two-way street. The ability for a switch  
8 from BellSouth to be able to send traffic on a pick basis,  
9 whether it be to BellSouth for intraLATA and MCI for local  
10 or long distance, the same thing should be applicable back  
11 in the ALEC's switch. In other words, I have to have a  
12 requirement for two-pick capabilities; and if there is a  
13 tariffed provider of services intraLATA wise, then I have  
14 to have the ability to pick that in my switch and send that  
15 traffic. We have, and I do have a copy of the letter that  
16 was sent to us, that BellSouth is basically stating that  
17 they do not have the ability to bill that data and,  
18 therefore, do not want to partake of stand-alone which  
19 means I'm providing local service, somebody else is  
20 providing the -- well, they couldn't right now, the  
21 interLATA services and the customer who would have  
22 specified, I want BellSouth to be my intraLATA, that they  
23 have refused to take a part in that stand-alone.

24           Q     Yes, I would like a copy, please. That will be  
25 Deposition Exhibit 5.



1 (DISCUSSION OFF THE RECORD)

2 Q Mr. Martinez, before we broke, you identified  
3 correspondence between, I believe, BellSouth and MCI  
4 regarding intraLATA service. We will go ahead and identify  
5 that as Deposition Exhibit Number 5 and, again, the title  
6 is correspondence regarding BellSouth intraLATA service.

7 Had you finished your remarks regarding that  
8 correspondence?

9 A No, I hadn't really. What had surprised me is  
10 the statement coming back saying that they couldn't bill.  
11 As you know, we are the provider of telephone relay service  
12 in Florida to which BellSouth is entitled to all intraLATA  
13 services. They are the carrier of default for intraLATA  
14 services that go through the TRS, and we have for years  
15 been providing them with EMR tapes which they then take and  
16 generate bills back to their hearing impaired customers  
17 that have used the relay service. So it seemed strange  
18 that they would say they can't bill it because they can  
19 bill the traffic from the relay center, and I would assume  
20 that that would be somewhat similar. We would send it  
21 through EMRs or zero rated, and they would change the rate  
22 to the applicable rate they have. Obviously there would be  
23 cost for the -- which there is none in TRX.

24 Q In your rebuttal testimony on page 28, lines 12  
25 through 23.

1           A     On page 28?

2           Q     28. You state that at pages 16 through 17 of the  
3 draft SGAT BellSouth makes it clear that they will refuse  
4 to provide adequate data base information for directory  
5 assistance relating to independent telephone companies and  
6 ALEC customers. Would you please give a specific SGAT  
7 reference where you believe this is stated?

8           A     If somebody has a copy of the SGAT. It's a  
9 fairly simple statement that talks in terms of treating the  
10 information as confidential. It is that very type of a  
11 statement that we believe is in their interconnect  
12 agreements with ITCs that gets them into a problem. Once  
13 it enters that data base, it should be accessible by all  
14 parties, period. And without such data, again, we would  
15 start to create a problem even if we got the ITCs and the  
16 ALECs didn't.

17                   (DOCUMENT TENDERED TO THE WITNESS)

18           A     Okay. Under section 8 which starts on 16, direct  
19 reference is in the (f), which appears on 17, listing  
20 information confidentiality, we interpret this to mean that  
21 such information would not be made available through the  
22 DADs service.

23           Q     With respect to the SGAT BellSouth states that it  
24 can meet the requirements of Section 271(c)(1)(a) through  
25 agreements for interconnection and access, and to the

1 extent that these agreements may not address particular  
2 checklist items, BellSouth may use the SGAT to demonstrate  
3 the availability of these items. Do you have an opinion on  
4 this?

5 A From an engineering perspective. It would be  
6 similar to the opinion that I already had on testing, that  
7 obviously it would have to have some form of commercial  
8 test available.

9 Q I would like to refer you to page 40 of your  
10 direct testimony. You state that BellSouth's systems and  
11 service are limited to ordering only the most basic of  
12 telecommunication services. Would you please identify all  
13 the resale services that ALECs cannot order via BellSouth  
14 systems?

15 A Well, those systems or those features and  
16 functions would be basically their complex services, what  
17 they term as complex. That would be your CENTREX, the  
18 smart ring examples, the light gates, et cetera, et  
19 cetera. The LENS system itself is very simplistic. It  
20 deals with -- well, I think you would classify it as  
21 residential, small business.

22 Q Anything else?

23 A No, those would be the two classifications that I  
24 would think that their LENS systems adopts.

25 Q On line 40 or rather page 41 at lines 1 through

1 3, you state that neither LENS nor the BellSouth resale  
2 ordering guide provide information on how ALECs can order  
3 some of the more complex service offerings such as CENTREX  
4 services, PBX trunks and ISDN services. Has MCI made a  
5 formal request to BellSouth to obtain this information?

6 A Information on the services themselves?

7 Q Yes.

8 A There is a part in the contract where these  
9 services -- that would be all inclusive of UNEs and the  
10 UNEs that they have or intend to have or intending to  
11 offer. CENTREX, we have the full range of CENTREX services  
12 for resale, any complex service.

13 Q Have you specifically asked for information on  
14 how ALECs can order some of the more complex services?  
15 Because you are saying that neither LENS nor the BellSouth  
16 resale ordering guide gives you information on how to  
17 order, so have you actually asked them?

18 A Our intent in that category, until this is  
19 resolved, and I'm not sure that we have specifically asked  
20 for it, because we have a clause in our contract that  
21 allows us to change as-is, even in the complex mode; so our  
22 intent was to take the entire customers in that resale mode  
23 and do a change as-is whether that be a CENTREX or an  
24 existing mega link or whatever.

25 Q On page 42 at lines 1 through 5, you state that

1 BellSouth will not permit ALECs to submit orders to switch  
2 a customer as specified; however, Ms. Calhoun states on  
3 page 43, lines 5 through 6 of her rebuttal testimony that  
4 EDI permits switch as specified orders on page 3 of her  
5 exhibit, which is GC-17 of her direct testimony. Can you  
6 explain to me the discrepancies between your testimony and  
7 her testimony?

8 A In the as specified that I'm referring to here is  
9 as specified for complex orders. Even though we have a  
10 clause in our contract, there is nothing in the  
11 documentation that says as an as specified I can change the  
12 CENTREX or I can do something. In the EDI the as specified  
13 still is in the simplex, although I do believe that the  
14 standards body will incorporate that later on. So as  
15 specified, even though it is specifically, there is an as  
16 specified -- Well, no, LENS doesn't have an as  
17 specified. It's a change as-is. Even in the as specified  
18 in the EDI it's still in its rudimentary stage where it's  
19 basic services and those which the standards bodies have  
20 approved. Again, we are addressing here the complex  
21 service orders, the things that go beyond small business or  
22 residential service functionality.

23 Q On page 44 at lines 1 through 3, you state that  
24 the EDI ordering interface is not acceptable because it is  
25 not keeping pace with the work being done by the OBF. Can

1 you tell me the basis for your statement?

2 A Yes. We have made an official request to form a  
3 joint team which they to date have still not agreed to do.  
4 The standards body has approved, and there were a number of  
5 EDI interfaces, one of which was EC-lite that was  
6 championed by AT&T. Our particular one was TCP/IP SSL3.  
7 The SSL3 piece is just really an encryption functionality  
8 that is associated with the EDI.

9 BellSouth has still not committed to the  
10 deployment of it to MCI. We have requested a task force to  
11 come together, a joint team to start the development of  
12 that because right now we are just simply going under  
13 TCP/IP platform. So that is the -- When we talk about  
14 the interim standards, that is the interim standard that  
15 had the majority vote at the OBF, and it's the standard  
16 that should be deployed. I do know that, from hearing  
17 testimony, that they are working on the EC-lite, and that's  
18 fine. That's AT&T's requirements, and they are wanting  
19 that, and they are going ahead with it. We wanted to stay  
20 with the standard body recommendation, which is the SSL3.  
21 Hopefully that will be resolved very soon. It has not, by  
22 the way, impeded in any way our mapping because we are  
23 mapping to their EDI as it stands today. And the only  
24 thing that I recalled, and this wasn't a problem, it was a  
25 change that they were going to do on the directory page;

1 and they had not, prior to my going to Scotland, provided  
2 the necessary information to map that page, and I would  
3 assume by now that they had.

4 Q And you're referring to BellSouth?

5 A BellSouth.

6 Q And you stated earlier that you made an official  
7 request. You made an official request of BellSouth?

8 A Yes. I have a copy of the request.

9 Q Yes, sir. I would like it.

10 MR. MELSON: What else, do you have in there?

11 Q This will be six, official request to BellSouth  
12 for -- Can you identify the specific request so we can  
13 label it?

14 A Yes, it's a letter dated August the 5th to Ilene  
15 Barnett who is on our BellSouth account team in response to  
16 the meeting -- requested to establish a joint  
17 implementation team with BellSouth to begin the development  
18 of a pre-ordering interface using the OBF agreed interim  
19 TCP/IP SSL3 protocol.

20 Q That wasn't short.

21 MR. MELSON: Correspondence Re SSL3.

22 A And again, that is being reviewed by BellSouth.  
23 Hopefully that will commence shortly.

24 MS. BARONE: We'll go ahead and title that  
25 correspondence regarding BellSouth's -- official request to

1 BellSouth for SSL3. I think this is going to be our last  
2 question before we break for Mr. Pfau.

3 BY MS. BARONE:

4 Q On page 44 at lines 5 through 7 you state that  
5 the combination of LENS pre-ordering and EDI ordering from  
6 a large ALEC, such as MCI, that has their own OSS systems  
7 is a slap in the face with respect to parity. Can you  
8 explain why you believe, or would you explain why you  
9 believe parity cannot be achieved between ALECs and  
10 BellSouth as long as the ALECs use the combination of LENS  
11 and EDI?

12 A It is just that LENS is a nonstandard and  
13 building that in without any kind of standards body, again,  
14 they would have to be frozen. The issues and changes to  
15 that have to be documented and agreed to prior to making  
16 the changes, which would be prohibitive.

17 Q So in order for MCI and BellSouth to be at parity  
18 with each other, you're stating that BellSouth needs to  
19 comply with those standards; is that correct?

20 A That is our opinion.

21 Q On page 44 at lines 20 through 21, you state that  
22 BellSouth has not provided for electronic ordering of  
23 interim local number portability. Would you please explain  
24 to me how MCI orders interim local number portability from  
25 BellSouth at this time?



1       A     These are predominantly faxed orders. There is,  
2 again, in the EDI which we have not fired up, their  
3 precursor to that. They took the step ahead and went in  
4 and built it in which is good, but we don't have examples  
5 of that. The systems that they are using, even though --  
6 even in the EDI, we believe would still fall out in the  
7 LCSC and become a glorified fax; so electronically to me  
8 means it flows through the system and integrates in with  
9 their order processing.

10       Q     Has MCI experienced particular problems in  
11 ordering ILNP, which is interim local number portability?

12       A     Yes, we have a product called number link where  
13 we have had some problems getting the synchronization, and  
14 I think that is very important that when you cut something  
15 over it has to be on a pre-determined time because there is  
16 an in and out, which there shouldn't be, maybe it's just a  
17 change. But in the instance where you take something out  
18 of service, you've got to be able to put the in order in  
19 immediately; and what we have found is there are  
20 circumstances where they establish the service before we  
21 are ready to accept it, in other words, before the date.  
22 And before a due date in a critical item such as the  
23 transfer of the porting of a number just can't be tolerated  
24 because then the customer goes out of service because the  
25 receiving carrier is not ready to accept those numbers.

1           And of course, a personal experience that brought  
2 this to mind, and that was when we converted our own office  
3 at 780 Johnson Ferry Road. It was to be cut over at a  
4 specific date. It was at the end of the year. I think it  
5 was like the 31st of December. It was cut over ahead of  
6 time. In retrospect, when you look back, someone trying to  
7 get through and get home for the holidays or what have you,  
8 but still people could not call into us because the service  
9 had been ported and we weren't ready to accept it. We were  
10 expecting it to happen on a specific date and time. There  
11 has to be a coordinated effort, and there has to be, even  
12 in the electronic world, the ability to say this is the  
13 time, this is the place, this is when you do it, or both  
14 parties agree that they are allowed to do it earlier or  
15 late.

16           This is the learning process that you go  
17 through. This is not to say that this is an intentional  
18 thing. This is to say that there are just problems with  
19 coordinating efforts where there are in and out of service  
20 activities.

21           Q     We are going to break here, but I would like to  
22 come back to this question after Mr. Pfau's deposition.

23           MS. BARONE: For those folks on the phone, we are  
24 going to break now, and Mr. Pfau will be deposed; and at  
25 the conclusion of his deposition, Mr. Martinez will be back

1 for more questions.

2 (BRIEF RECESS)

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1           Q        (By Ms. Barone) Mr. Martinez, before we  
2 went on a break we were discussing interim local  
3 number portability, and you were discussing some of  
4 the problems you have been experiencing. Could you  
5 please summarize how the process of MCI ordering ILNP  
6 from BellSouth works?

7           A        Basically, as I said before, we used their  
8 fax process, the manual process to fax the order in.  
9 That would then go in and be reinstalled by the LCSC  
10 into their system.

11                   The problems that occur are not so much the  
12 problems of the order, but the coordination of the  
13 function. And I know you're specifically interested  
14 in problems in Florida. And what I don't know for  
15 sure is that those problems did exist in Florida. We  
16 had problems across the nation, not just with  
17 BellSouth. And it's really coordinating, to make sure  
18 that the ported number arrives at the time you're  
19 expecting it.

20                   In other words, in our contract we have an  
21 agreed-to coordination facet that says, you know,  
22 within X amount of time and if it's going to differ,  
23 that you call.

24                   The problem we've run into -- and I know  
25 this happens in other states in BellSouth -- the

1 orders were, in fact, installed prior to. It seems --  
2 it's a classic in-and-out order. They produced one  
3 and had not produced the other or we weren't ready  
4 because we were expecting the order to be processed  
5 someplace else.

6 What I can do is find out if that same  
7 problem existed in Florida because we did have a  
8 number of our customers that were requiring ILNP.

9 MR. MELSON: I think that has been provided  
10 within the last day or so as late-filed exhibit to  
11 Mr. Gulino's deposition, so I think we do have some  
12 Florida issues that are shown in that exhibit.

13 Q (By Ms. Barone) So have you requested ILNP  
14 in Florida?

15 A I believe we have, in the business customers  
16 that we have installed. That's a typical requirement  
17 for a business customer to retain the numbers so that  
18 the business card and the associated costs associated  
19 with changing stationery and what have you -- not so  
20 much of a new customer coming in; obviously a number  
21 is a number -- but once they have a number established  
22 from a business, it's like pulling teeth to get them  
23 to change that number because of the expense  
24 associated with it.

25 MS. BARONE: Go off the record.

1 (Discussion off the record.)

2 Q (By Ms. Barone) You were just discussing  
3 the LCSC and I have a question about that. And I'd  
4 like you to refer you to Page 47 of your direct  
5 testimony, Line 17 through 20. You state that MCI's  
6 experience with BellSouth's LCSC has been less than  
7 satisfactory. You then cite problems such as hold  
8 times that MCI service representatives were  
9 experiencing. Is MCI still experiencing these  
10 problems that you've discussed with the LCSC?

11 A As far as the 45-minute hold times, there  
12 was a specific period in time when that was happening.  
13 In fact, I do have a letter that came back from the  
14 director that basically said the times we had  
15 mentioned, or given specific reference to, they were  
16 having a switch change at that point in time. And  
17 while their records did not reflect that there was a  
18 long hold or queue time, there could have been because  
19 of the problems they were experiencing with the  
20 switch.

21 The only problems I'm aware of right now  
22 with the LCSC is just simply returning calls; getting  
23 into a voice mail system. And there are activities --  
24 obviously we meet regularly with BellSouth, and these  
25 are the types of issues that hopefully would be

1 resolved at the business table to get the proper  
2 manning and proper notification.

3 I do have a copy of that letter, if you so  
4 desire, the one that the director of the LCSC  
5 explained the switch outage.

6 Q First I'd like to ask you, are those  
7 problems only in Georgia or are they also  
8 Florida-specific problems?

9 A No. It's the same LCSC.

10 Q Were those problems, have they been  
11 resolved?

12 A The problems with the long holding times?

13 Q Each problem -- you discuss returning call  
14 problems.

15 A Yes. No, that problem, to my knowledge, was  
16 identified -- I can't remember when it was. We have  
17 regular meetings where we discuss the problems that  
18 are associated. And from what I understand, that is  
19 being reviewed, and I believe that it should have been  
20 resolved by now.

21 Q We'll go ahead and get the exhibit, and that  
22 is, I believe, No. 7, the letter that you referred to.

23 A It basically has the quote I've taken and  
24 put into the --. (Pause)

25 MR. MELSON: Let's mark that as a

1 late-filed.

2 MS. BARONE: That will be fine.

3 WITNESS MARTINEZ: It's here in the  
4 shuffling of the papers someplace.

5 MS. BARONE: That will be Late-filed  
6 Exhibit 7. And that will be "Letter Regarding Local  
7 Customer Service Center Concerns."

8 (Late-Filed Deposition Exhibit 7  
9 identified.)

10 Q (By Ms. Barone) The concerns that you've  
11 expressed in that letter, have they been resolved?

12 A That's what I'm not sure of. I believe they  
13 have, but I can't say for a fact. The letter -- the  
14 quote here was from that letter where we had  
15 experienced it.

16 Q When you file your late-filed exhibit --

17 A Yes.

18 Q -- would you give me the status and let me  
19 know if those problems have been resolved?

20 A Yes, glad to.

21 Q On Page 49, Lines 2 through 4, you state  
22 until electronic bonding is introduced, resale  
23 competitors will find it impossible to obtain  
24 maintenance and repair for their customers which is  
25 the equivalent of what BellSouth provides to itself.



1           Would you please explain why you believe  
2 parity cannot be obtained until electronic bonding for  
3 maintenance and repairs is introduced for resale  
4 competitors?

5           A     Electronic bonding again goes to the -- the  
6 bonding of the two systems together so that trouble  
7 tickets in either direction -- electronic bonding  
8 provides a manager-agent relationship where you're the  
9 manager or the agent of the trouble ticket. It is now  
10 a two-way street in the interexchange world where  
11 either party, whether it be the Bell, the IXC or the  
12 ILEC can refer troubles into the system.

13           When the trouble is referred in, it's  
14 blended and bonded right into the systems of either  
15 company, whichever the direction is. So if I'm  
16 passing a trouble ticket into BellSouth and managing  
17 that or the agent of that trouble ticket, it would  
18 then go immediately into their system.

19           What we have learned from the experience in  
20 the interexchange world that the times spent on  
21 resolving those problems dropped significantly. And  
22 the reason for that is no telephone tag; that the  
23 systems are, in fact, taking what they should. The  
24 information is all there, it comes out, they make  
25 whatever test they have to do and come back and file

1 their reports. It's immediately filed into -- in a  
2 closed status on the receive side. Actually there's a  
3 preliminary close in the electronic bonding world  
4 where it's the understanding of the party fixing the  
5 problem that it's fixed; do you agree? There's a  
6 message that sends back that either says yes or no.  
7 If it's yes, then there's a final close and the ticket  
8 is gone.

9 But the systems are working together and  
10 with minimum intervention by manual people to  
11 interpret that or to handle that ticket. It's all  
12 done through the systems.

13 Q I understand. You've explained the process  
14 and you've compared the process. I guess what I  
15 wanted you to tell me is why do you believe that those  
16 processes are not at parity?

17 A Those processes under electronic bonding  
18 would be at true parity at that point because the two  
19 systems would be acting as one. When you're dealing  
20 in the world of TAFI or manual, there are two separate  
21 subsystems that have to happen. In TAFI you can only  
22 deal with TAFI from a number perspective. In other  
23 words, the problem you're dealing with must have a  
24 physical telephone number assigned to it. If it  
25 doesn't, it goes into TAFI but it's then referred to

1 another organization that would then pick it up in a  
2 manual mode and do something with it.

3 By being part and parcel, or two systems  
4 acting in one, there's no question in our mind that  
5 that's parity. When the two systems have to act  
6 independently of one another, then you have manual  
7 intervention that has to come in that would not  
8 necessarily have come in in a system that was totally  
9 integrated.

10 Q Mr. Martinez, I'd like to ask you a question  
11 about Ms. Calhoun's rebuttal testimony at Page 44.  
12 I'll go ahead and read the question. Ms. Calhoun  
13 states that neither the retail repair center nor the  
14 account team is required for an ALEC to handle resale  
15 repair trouble. And that's at Line 17 through 22 of  
16 her rebuttal on Page 44. Do you agree with her  
17 statement?

18 A No, not really. Because the detail that's  
19 provided there is with respect to TAFI. If you don't  
20 have TAFI, or have not decided to use that, then  
21 there's no detailed description of what happens in the  
22 manual mode or what happens to a trouble ticket  
23 outside the world of TAFI. It's almost as if TAFI is  
24 the only way that a trouble ticket could be entered.  
25 You can enter on a telephone. You can fax a trouble

1 in; you can do other things.

2           The process behind that is essential in  
3 determining whether or not something is happening or  
4 not happening. And that's all I was trying to point  
5 out in those pages was that everything that they  
6 relied on was relied on with respect to TAFI, and TAFI  
7 has not been widely accepted, to my knowledge. As I  
8 heard in Georgia, there are more ALECs starting to  
9 participate, but MCI, for one, is not one of those  
10 that would. Again, the requirement for the larger  
11 ALEC would be that of the two systems working in one  
12 in the EB.

13           In the interim, we do have the process of  
14 going manual; calling in the trouble tickets, which is  
15 less of a hassle for us because that's the way it used  
16 to be in the interexchange world, and then actually  
17 going into a foreign system and trying to train people  
18 on that.

19           Q     On Page 51 of your direct testimony,  
20 Lines 16 through 17, you state that MCI has  
21 experienced problems with new customers losing dial  
22 tone when they tried to switch to MCI. I'm sorry.  
23 I'd like to refer back to 10 through 12 before asking  
24 you that question.

25           On Page 51, Lines 10 through 12 you state

1 that it has taken BellSouth an average of six days to  
2 process each resale order submitted by MCI. Is this  
3 still true?

4 A I don't know what the average time on the  
5 Georgia trial with LENS was. This was the average  
6 with respect to the manual processing of the order  
7 when we're faxing orders at first stage.

8 Q Was this in Georgia?

9 A Yeah. And that the only LENS trial we did  
10 was in Georgia. We will be doing a LENS trial in  
11 Florida, at which time it would be better apt to say  
12 whether that time frame has changed or not.

13 In the manual trial we simply provided a  
14 standard interval and requested the service be done at  
15 that point in time at that interval.

16 Q Back to Lines 16 through 17 you state that  
17 MCI has experienced problems with new customers losing  
18 dial tone when they tried to switch to MCI. Is this  
19 problem still occurring?

20 A Yes, but not at the frequency that we had  
21 when the original trial -- I believe we had  
22 something -- in the original trial in Florida we had  
23 something like 66 customers, and approximately 11%,  
24 about 7 of the customers lost dial tone. This was  
25 directly related to in-and-out orders, which, by the

1 way, are not supposed to happen vis-a-vis the MCI  
2 contract. The MCI contract basically says this should  
3 be a change order. Where I'm doing a change as-is or  
4 a simple feature, there should not be a need to  
5 coordinate taking something out of service when all  
6 you're doing is making a simple change to the service  
7 such as changing the name or a simple feature, adding  
8 a feature to it. There's no need to take the service,  
9 take it out of service to make that change. It's  
10 simply add the feature and change the name on the  
11 billing to reflect that it's now MCIM.

12           While they have committed that they will  
13 change that, we still had a couple of instances -- I  
14 don't know if you filed any of those in Jim Gulino's  
15 testimony, but we still had incidences after the test  
16 where it supposedly had been fixed, but we had one or  
17 two that lost dial tone.

18           That's a major significant problem with  
19 respect to entering into a resale market. So  
20 obviously one of the things that's the most crucial is  
21 the extreme early on in that resale cycle when the  
22 customer changes. The only one that's held  
23 responsible is the person who made the change, not the  
24 person who is doing the changing. The customer only  
25 knows that you were to assume that service and the

1 service would function accordingly.

2 That is one of the reasons we've used only  
3 MCI employees in the state, so that if they  
4 experienced problems, it was -- while it was bad, it  
5 still was learning a lesson. These are the lessons we  
6 learned during the start-up phase; what are the  
7 problems that could cause customers to lose service.  
8 And losing dial tone is losing service.

9 Q Did they correct those problems?

10 A Yes. Not in a very timely manner, because  
11 we got into some situations where they originally  
12 thought it was something that was done by us to create  
13 the problem, when, in fact, it was merely a  
14 miscoordinated in-and-out order that had caused it.  
15 But again, those are the learning curves that you go  
16 through.

17 Q But today those problems have been  
18 corrected.

19 A The ones on the existing services. But we  
20 have had a couple of instances -- it's one of the  
21 critical items that we've identified as far as resale  
22 is concerned.

23 Q I understand that the problems with the  
24 existing customers have been taken care of.

25 A Right.

1           Q     I guess my question is are the specific  
2 problems that caused the losing of the dial tone been  
3 corrected, and I guess I need you to explain to me  
4 what the specific problems were that caused --

5           A     Okay.

6           Q     -- the customers to lose dial tone?

7           A     Not totally. We're not getting what I  
8 consider a high percentage, 11% of your customers  
9 losing dial tone, but we are on occasion getting a  
10 lost dial tone on a new resale order.

11          Q     Can you tell me why?

12          A     It's a coordinated effort between an in and  
13 an out. They are still producing an out order on a  
14 simple change. In our mind that should be nothing but  
15 a change order. It's changing a feature and the  
16 customer billing record. There's no reason to take  
17 the customer out of service to then put it back in  
18 service, less one feature or plus one feature.

19          Q     Is that still occurring?

20          A     Yes, but not at the rate that it occurred  
21 initially. And I still think it's just a  
22 coordination -- getting rid of this concept that you  
23 have to have an out order before you process an in  
24 order.

25          Q     And that would take care of the problem you



1 think?

2       A     Yes. It's a simple change order.

3       Q     On Page 52 at Lines 22 through 23 through  
4 Page 53, Lines 1 through 8, you state that BellSouth  
5 does not send a confirmation to MCI when the resale  
6 order is actually done, nor does BellSouth confirm  
7 what features or services have been added. Instead  
8 BellSouth requires MCI to request a new CSR after the  
9 migration. Thus you state "This process results in  
10 cases where customers were still not switched well  
11 past their due dates, and BellSouth failed to inform  
12 MCI that the date had not been met.

13               Would you explain why requesting a new CSR  
14 after the migration results in cases where customers  
15 are not switched until well past their due dates?

16       A     Because it put the onus on the ALEC to  
17 request confirmation that the service was, in fact,  
18 installed so that billing could begin on that  
19 customer.

20               There is also in our contract the  
21 requirement for them to confirm that an installation  
22 is complete.

23               The confirmation of completion as far as MCI  
24 is concerned, should have a detail that the following  
25 features and functions were established as requested

1 on the following date. The billing could, in fact,  
2 ensue at that point in time. So there was two parts:  
3 One, in the FOC. The other was the requirement if you  
4 wanted to find out what exactly was on your service,  
5 you'd go and get a new -- a CSR because that would be  
6 the billing record.

7 That problem, by the way, under EDI, will go  
8 away. I was reading just recently where that either  
9 passed initial closing or final closing where  
10 confirmation is an inherent part of the EDI. I think  
11 it's Issue 9, or will be.

12 So the problem exists in all aspects,  
13 whether it be EDI and 6.0, whether it be LENS. LENS  
14 does give you a status on FOCs. You have to go in and  
15 by PON number and find it, but nowhere do you get a  
16 listing of what actually went in. Did the system take  
17 your order specifically as requested and put that  
18 system in? There's no way to look at that order.

19 Q Do you believe that by not sending an order  
20 completion notification to MCI and the date the  
21 service is initiated that BellSouth has violated  
22 Paragraphs 2.13 and 2.2.6.3 of your interconnection  
23 agreement with BellSouth?

24 A I believe those are the specific references,  
25 and I see him reaching for it. But it should be a

1 that confirmation of completion should have been  
2 provided.

3 MR. MELSON: You're right, 8. (Pause)

4 MS. BARONE: 2.2.13, 2.2.6.3.

5 MS. WHITE: One more time.

6 MS. BARONE: Off the record.

7 (Discussion off the record.)

8 WITNESS MARTINEZ: It's entitled "Order  
9 Completion Notification. Upon completion of service  
10 orders associated with local service requests in its  
11 systems, BellSouth will submit to MCI an Order  
12 Completion Notification. Such notification shall  
13 provide the purchase order number provided by MCI when  
14 submitting a request and local service request numbers  
15 associated by BellSouth."

16 Q The second one is 2.2.6.3.

17 A Okay. So with respect to 2.2.13, you're  
18 saying, yes, you believe that BellSouth not sending an  
19 order completion notification to MCI is a violation of  
20 that section; is that correct?

21 A 2.2.6.3.

22 MS. WHITE: Off the record.

23 (Discussion off the record.)

24 A Yes. "BellSouth shall provide to MCI the  
25 date the service was initiated." Yes.

1           Q     So it's your testimony that BellSouth has  
2 violated these sections of your agreement by not  
3 sending an Order Completion Notification to MCI; is  
4 that correct?

5           A     That's correct.

6           Q     Has BellSouth given MCI an explanation as to  
7 why they will not send an Order Completion  
8 Notification and the date that service was initiated?

9           A     They have discussed this at length, I know.  
10 There has been talk in terms of EDI. Apparently their  
11 systems aren't capable of providing that. It doesn't  
12 remove the obligation, but that's why I made reference  
13 to the EDI, the recent OBF issue that was either in  
14 partial or final closure where completion notices  
15 would be, in fact, electronically submitted.

16                     It is a crucial billing problem where when  
17 do I will start billing versus BellSouth stop the  
18 billing?

19           Q     Are you saying that BellSouth states that it  
20 will not give you Order Completion Notification the  
21 date the service was initiated over EDI only, or that  
22 they won't provide this information to you at all?

23           A     The only thing they are providing to date is  
24 in the LENS, in a document called FOC Completion.  
25 It's a completion report on the PON number where it

1 actually tells you when that system updates it, that  
2 the system has completed. But you have to go in and  
3 physically get that. You have to manually pull that  
4 based on the PON numbers that you anticipate. And the  
5 essence of this is to send the notification of  
6 completion to MCI. They're saying their systems  
7 aren't capable of doing that and EDI is the answer,  
8 and I happen to agree that in that particular forum  
9 they have addressed that issue.

10 Q So are MCI and BellSouth working together to  
11 try to correct this problem?

12 A Yes. I don't think this one is correctable  
13 in the near term.

14 Q On Page 54, at Lines 18 through 19, you  
15 state that BellSouth continues to timely respond to  
16 customer service requests from MCI. Is BellSouth  
17 still continuing to fail to timely respond to customer  
18 service requests from MCI?

19 A Which page are you on?

20 Q 54.

21 A 54. Lines?

22 Q Lines 18 through 19. Are you still  
23 experiencing these problems? And again, I'll ask you,  
24 are you experiencing these problems in Florida?

25 A Where we have done manual faxing, that is

1 absolutely correct. Where -- and again in the Georgia  
2 trial, because there are some limited capabilities of  
3 providing that information, that is not totally  
4 correct. But again, on a manual basis, if I fax  
5 something in, by rights I should be faxed something  
6 back when that order completed, or at least in  
7 jeopardy, if the date's been moved out, notification  
8 of that should be provided. We were having tremendous  
9 problems in the manual mode, even though everybody was  
10 handholding these; getting information as to where the  
11 status of the order stood.

12 Q You said you "were having"?

13 A That's because we haven't done a manual  
14 trial since we stopped -- we did the 66, and that was  
15 it. On the business side, it's basically DS-0s and  
16 ILNP, and we're doing them in the manual mode. I can,  
17 in fact, research, if you want, to determine whether  
18 or not that problem still existed on those limited  
19 orders that we were putting in on the business side.

20 Q On Page 57 of your direct, at Lines 9  
21 through 10, you state that "BellSouth's LCSC has  
22 refused to handle a complex order from MCI insisting  
23 that MCI send it to the BBS." What complex service  
24 were you trying to order and where was this? What  
25 state?

1           A     I believe this one was Florida.  Again, I'll  
2 verify that.

3                     Complex orders are a problem.  In our  
4 contract there's a single point of contact regardless  
5 of business, residential, simple or complex.  They've  
6 set that to be the LCSC.  We have since been informed,  
7 when we sent the complex order to the LCSC, they came  
8 back and said, "We don't handle that."

9           Q     Which complex service?

10          A     I can't remember which one it was, but it  
11 was complex in the sense that I think it was a 9 or 10  
12 trunks that we were moving over; in the sense it  
13 wasn't complex in an entire CENTREX or some major  
14 installation, but complex by their definition.

15                     We were told that we had to go through some  
16 other organization to handle that, which was contrary  
17 to our contract requirements that says there's a  
18 single point of contact.  And then, again, I quote  
19 that contract requirement.

20                     They are still -- to this day, the account  
21 team is researching, because we have held fast that  
22 the contract is the contract and there should be a  
23 single point of contact that we send orders to.  We  
24 don't necessarily need to send -- or have the account  
25 team be a repository of orders; in other words, send

1 an order over here because that's some sort of a  
2 complex order that they are going to go to another  
3 organization called the BBS. We wanted a single point  
4 that all orders can funnel through. Now, where those  
5 orders go once they get to that organization is  
6 totally up to them, but at least it gives us one  
7 single point to enter those orders.

8 Q Why did BellSouth require MCI to send this  
9 complex order to the BBS?

10 A According to the LCSC, they weren't prepared  
11 and didn't have the capabilities to service those  
12 particular types of orders.

13 Q So is it your testimony that BellSouth has  
14 indicated that all complex orders are to be handled by  
15 the BBS?

16 A Well, it turns out that now it's the account  
17 team, you'd go to the account team with that, but when  
18 they came back, this is where they said the order had  
19 to go, the BBS. I'm not even sure what the acronym  
20 stands for.

21 Q Can you tell me when this problem occurred?

22 A It would have been in the March time frame  
23 when we were issuing the orders under the manual mode.  
24 We can get --

25 A It's April.



1 Q April of this year?

2 A Yes.

3 Q If the LCSC is MCI's single point of contact  
4 for handling orders pursuant to MCI's interconnection  
5 agreement with BellSouth, then what rationale has  
6 BellSouth given MCI for requiring complex orders to be  
7 handled by the BBS instead of the LCSC?

8 A That it was an internal situation where the  
9 LCSC was established only to handle orders of a  
10 certain magnitude, and that the rest of the orders had  
11 to be processed through someone else.

12 Q Does MCI oppose using the BBS to handle its  
13 complex orders?

14 A We're opposed to handling multiple contacts  
15 to put orders into the system; it should be a single  
16 point. Whether the LCSC funnels that order to the BBS  
17 or whatever is totally up to them. But the order  
18 should be -- we should have the ability to process  
19 that order into a single point, and then from there  
20 have that order responded back from that point.

21 Q Are you saying yes or no whether you oppose  
22 using the BBS to handle complex orders?

23 A I'm not opposed to them handling it. I'm  
24 opposed to having to go and send the order to them.  
25 The single point of contact need not have the ability

1 to do the work, but they should have the ability to  
2 accept it in a flow-through manner and get it. If  
3 it's not there, then I would assume it would be  
4 funneled to the proper organization that would do  
5 whatever they need to do on the order.

6 Q I have a couple of questions regarding  
7 Witness Calhoun's direct testimony.

8 A Direct testimony?

9 Q Yes. On Page 24, Lines 23 through 25 of  
10 Witness Calhoun's direct.

11 A 23.

12 Q Through 25. She states that the system  
13 provides --

14 MR. MELSON: Page what?

15 MS. BARONE: 24.

16 MR. MELSON: Line 23.

17 Q (By Ms. Barone) She states that the system  
18 provides telephone information without regard to  
19 whether the request originates from an ALEC or from  
20 BellSouth. Do you agree with her statement?

21 A I would have nothing to disagree. I'm  
22 lacking the acronym that the system -- both systems go  
23 into. Again, we wanted access to that data direct,  
24 and it's not through a mitigated system such as LENS  
25 or what have you. But I have nothing to say that they

1 don't go in and make the assignment.

2 Q On Page 25 of her direct, at Lines 10  
3 through 14, she states that the ALEC has substantially  
4 the same ability to select special telephone numbers  
5 using LENS as BellSouth would have using RNS and DOE,  
6 and in several respects, the special number  
7 capabilities of LENS are superior to those available  
8 to BellSouth's service reps. Is this true?

9 A That I don't -- I don't know whether it's  
10 inferior or superior. Again, the issue that we have  
11 with this assignment is that RNS or DOE are service  
12 rep systems and there are constraints placed on the  
13 service reps, whether they have access to the vanity  
14 numbers or not.

15 It's been our contention that we want parity  
16 with the company, not necessarily the service reps,  
17 which are on the back side of a business restriction  
18 that may exist there.

19 Q On Page 26 of her direct, at Lines 7 through  
20 10, she states that the ALEC uses LENS currently. She  
21 states that the "ALEC using LENS currently has more  
22 telephone number assignment options to offer its  
23 customers than BellSouth service representatives have  
24 available for BellSouth's retail customers." Is this  
25 true?

1           A     I couldn't tell you one way or another.  
2     We've not been able -- and hopefully we will  
3     eventually get a chance to see the systems that they  
4     use for themselves. But, again, I would go back and  
5     say that that's not the issue that's at hand. The  
6     issue is parity with the company, not necessarily  
7     something that's the end result of a business  
8     restriction that might be placed on somebody.

9           Q     Now, I have several questions regarding  
10    Ms. Calhoun's rebuttal testimony. Specifically  
11    beginning at Page 23, Lines 16 through 20, Ms. Calhoun  
12    states that at Page 10 of your direct testimony your  
13    statement that manual intervention of the ILEC side  
14    cannot be acceptable and either the short or long term  
15    misses the mark. Further she states that the  
16    requirement is not total mechanization. The  
17    requirement is nondiscriminatory access. Do you agree  
18    with her statement?

19          A     Actually I would agree with it. Where  
20    manual intervention comes into play that is either  
21    caused by the system where it's not manual  
22    intervention by nature of that's what -- you know,  
23    that's what they do and that's what happened, then  
24    we've never asked for anything superior, only parity.  
25    So I would have to agree with that statement.

1           Q     On Page 24 of Ms. Calhoun's rebuttal, on  
2 Line 6 through 22, Ms. Calhoun states at Page 8 of  
3 your direct testimony your statement that electronic  
4 bonding is necessary for real-time access to  
5 preordering information is not true. Further, she  
6 states that LENS provides ALECs with real-time  
7 interactive access to BellSouth's preordering  
8 information, and that LENS is capable of integrating  
9 with an ALEC's OSS. Therefore, Ms. Calhoun states  
10 from a customer's perspective -- and that is the end  
11 user -- preordering interactions with an ALEC using  
12 LENS are indistinguishable from preordering  
13 interactions with BellSouth regardless of whether LENS  
14 meets MCI's definition of electronic bonding.

15                     Do you believe LENS provides ALECs with  
16 real-time interactive access to BellSouth's  
17 preordering information?

18           A     No.

19           Q     Why not?

20           A     Well, I say no in the sense that it's not  
21 real-time and where the ALEC has the ability to on a  
22 single system create the process and then send the  
23 information into the various systems that we had --  
24 and we talked about this in the electronic bonding  
25 earlier; also talked about the problems associated

1 with the preordering, the technical specifications  
2 that were provided did not provide anything on CSRs,  
3 and that mandatory and nonmandatory fields were not  
4 identified. Also the number of changes that were  
5 happening in the LENS system would preclude it from  
6 being actually upgraded, upgraded with respect to that  
7 ALEC that was using the process to bond it into their  
8 system.

9 Q On Page 25 Ms. Calhoun states, at Lines 2  
10 through 11, that "Electronic bonding arrangements are  
11 difficult, expensive and time consuming to implement  
12 and only the largest ALECs would be interested.  
13 Therefore, BellSouth developed the LENS preordering  
14 interface for the entire ALEC industry."

15 Do you agree with Ms. Calhoun that only the  
16 largest potential ALECs will want electronic bonding  
17 because of the reasons she cited?

18 A No, I don't. With the advent of electronic  
19 bonding and the maintenance role, we've already  
20 started to see software providers starting to produce  
21 software in fairly cost-effective manners.

22 What she's talking about, really, I  
23 believe -- and I don't want to put words in her  
24 mouth -- it was expensive to start. It was about a  
25 three to four year process where we defined the whole

1 process in the industry where you had to dedicate  
2 resources, dedicate personnel to actually come to an  
3 agreement with that whole concept of electronic  
4 bonding. In fact, electronic bonding differed across  
5 all participants in the meeting. So to come to a  
6 conclusion eventually with what it was, I think, was a  
7 miracle in itself, but it was very costly; costly in  
8 the sense of the man hours and the materials expended.

9           That work has been done. So you'll start to  
10 see now, I believe -- we've already seen in the  
11 maintenance side -- software, whether it be main frame  
12 or PC based, that allows EB to start taking it in on a  
13 smaller effect. Now, is that cost-effective across  
14 all ALECs? I don't know. But we believe that the  
15 introduction and the use of that will drive the cost  
16 down as more and more participants want to take part  
17 in it.

18           There perhaps is a need -- LENS in itself,  
19 there may be niche-market ALECs out there that totally  
20 understand their product and totally understand the  
21 service and the customer subbase that they are going  
22 after, and don't really need any kind of  
23 sophistication other than a base ability to place an  
24 order and do some things.

25           So in that vein I think LENS serves perhaps

1 a market. But to take that type of requirement from a  
2 low end side and assume that the large end side would  
3 be usable, I think is absurd.

4           The larger you get in national base as you  
5 get in a ALEC, the more you're wanting of a standard,  
6 the more you're wanting building those systems into  
7 your own so that you have control, or at least a  
8 semblance of control as to when changes will happen  
9 and how those changes will occur. So for all of those  
10 reasons there are many cost-effective means to bring  
11 that down to a lower level.

12           You know, an ALEC that, again, is small in  
13 nature and is serving a niche market, you know,  
14 there's a need across the board. There will be faxes.  
15 There will be some ALECs that won't even need the  
16 ability that LENS might provide them and they'll be  
17 faxing. And the system had to serve all, but to take  
18 the low end and design off of that we think was the  
19 absurd rather than what should have happened.

20           But I don't pretend to know why they  
21 developed LENS the way they did. But I did see that  
22 statement there, that they developed it for the entire  
23 ALEC community. And if that's the case, all they  
24 would have needed to do was ask us up front if this  
25 would have served our purposes, and we could have



1 saved them at least the development if they wanted to  
2 do that.

3 Q On Page 26, at Lines 9 through 12,  
4 Ms. Calhoun states that LENS is superior to the  
5 BellSouth systems, she cites RNS, DOE and SONGS,  
6 S-O-N-G-S, and that it provides a single interface for  
7 both residence and business and supports all states in  
8 the BellSouth region. Do you agree with Ms. Calhoun's  
9 statement?

10 A For a start, I have not seen their systems.  
11 We will for the first time in Jacksonville, I believe,  
12 see a demonstration of those systems.

13 It's my opinion that no, LENS is not  
14 superior to a system. Any system that would require  
15 fundamental -- strike fundamental -- but basic service  
16 functions to be repeated, such as if I wanted to  
17 understand a feature functionality of a switch, if I  
18 didn't have a telephone number, I'd have to go back  
19 and reverify and come back. That's all time  
20 consuming.

21 It would be my understanding of their  
22 systems, if they were developed along the lines they  
23 should have, that they would have been far more  
24 friendly, especially with errors and rejects. If I  
25 made a mistake, their systems would correct that;

1 their systems would look in, change the address or  
2 give them on-line a response that would say you've  
3 done something wrong, or, you know, please repeat.

4 To allow one of their service reps to get  
5 all the way through an order, have it published into  
6 their system only to be rejected then doesn't seem to  
7 make sense. It would be a waste of time and effort.

8 So there are many assumptions we make only  
9 because we've never seen those systems in operation;  
10 assumptions that automation would have been taking  
11 place along with everything else that was happening in  
12 the industry.

13 Q So you're not familiar with RNS, DOE or  
14 SONGS?

15 A No. I've never seen those systems.

16 Q Page 26, Lines 24 through 25 through  
17 Page 27, Lines 1 through 2, Ms. Calhoun states that  
18 "The only current alternatives to LENS are either  
19 another nonstandard preordering interface, such as a  
20 customized interface being developed for AT&T, or no  
21 preordering interface at all because no industry  
22 standards for preordering exist." Do you agree with  
23 her statement?

24 A The statement that no preordering interfaces  
25 exist? I think that's the essence of --

1           Q     She said that only current alternatives to  
2 LENS are either another nonstandard preordering  
3 interface, such as the customized interface, the  
4 EC-LITE, or no preordering interface at all. So she's  
5 saying that the only two alternatives is a nonstandard  
6 preordering or no preordering interface at all. Do  
7 you agree with that?

8           A     Yes, and the EDI preordering issues are  
9 still at the OBF. They are being addressed.

10          Q     Does MCI have any knowledge of the EC-LITE  
11 interface that BellSouth and AT&T and are developing  
12 for AT&T?

13          A     I do know we took part in the OBF  
14 discussions of all of the alternatives that could be  
15 provided. And it's our -- my understanding from our  
16 technical people that EC-LITE, while it perhaps could  
17 do something quicker and bring something into the  
18 industry, was not in the best interest of at least  
19 MCI. So we endorsed the TCP/IP SSL 3 protocol which  
20 ultimately won passage by a majority vote. That's the  
21 one I talked about before.

22          Q     On Page 35 of Ms. Calhoun's rebuttal  
23 testimony, at Lines 1 through 9, Ms. Calhoun states  
24 that information about a customer's current services  
25 and features are available electronically to the ALEC

1 while the ALEC is on the initial call with a customer.  
2 On Page 27 of your direct testimony, at Lines 12  
3 through 15 you state that unlike BellSouth's service  
4 representatives, an ALEC's service representative  
5 cannot check that all of the customer information  
6 needed to submit the order was correct without calling  
7 the customer back to verify after reviewing the CSR.

8 Can you explain the discrepancies between  
9 these two statements?

10 A There was a major problem with access to  
11 CSRs with respect to printing. Initially when the  
12 CSRs came up we could not print the entire CSR. The  
13 system would only print the initial page so that the  
14 feature functionality on the bottom -- that has now  
15 been fixed -- so there was no way of capturing that  
16 information so that if there was a question that arose  
17 you could actually go back. You'd have to go back in,  
18 either call the customer, "Did you get all of the  
19 features?" or go back in after the installation -- as  
20 we had said before we weren't particularly interested  
21 in doing -- on the manual mode where we had to go back  
22 into a CSR to see if the features and functions that  
23 we felt we had ordered were, in fact, the ones that  
24 finally went in. We now have the capability to at  
25 least print that functionality so that we know that at

1 the time that we had that was feature functionality  
2 subset that was there.

3           And in fact, one of the other problems that  
4 was associated with that, CSR access was in the  
5 preordering mode of LENS. For some reason there's  
6 like a magical wall that says, you know, if you're in  
7 preordering you do this, and then once you get into  
8 the ordering functionality, you couldn't do something.  
9 So there was no capability of going back unless you  
10 remembered everything that was there, to actually  
11 check to make sure when the customer said "Yeah, these  
12 are the features, functions I want, and I don't want  
13 to change anything, or I wanted to add or delete  
14 something that was there. And we didn't have the  
15 capability to print. So it was almost a "Catch 22"  
16 with respect to the CSR functionality.

17           That was also true on the feature  
18 functionality page associated with the switch when you  
19 went in and physically clicked on and selected a  
20 feature, it would drop down, and you would drop it  
21 down into this area where you were selecting those  
22 features to go on the line.

23           When you printed that page all you got was a  
24 picture of the actual -- what was on the switch and  
25 you didn't get a picture or printout of what you had

1 actually just selected. In fact, it was Jay Bradbury  
2 of AT&T who told us how to do that. And it was  
3 basically to go and do a print screen, and now it  
4 wouldn't get a print. What you would do then is then  
5 click on to a word document or a power point document  
6 that hopefully had a very short message on it, and  
7 when you printed that, what would happen is you would  
8 print the screen you had just requested. So that has  
9 been fixed. That was fixed -- the Monday before I  
10 left we found that now we, in fact, when we did that  
11 print screen we did, in fact, get the printout of what  
12 actually we thought we had ordered.

13           The same problem exists, however, because  
14 you don't actually see the physical order. You know,  
15 you do these things, but you never know for sure what  
16 effectively was put in the system. You can only  
17 assume that what you clicked off went into the system,  
18 which is still a major problem as far as we're  
19 concerned. Once you publish the order, you should  
20 have the ability to go in, and in a read-only manner  
21 read exactly what that order stated as it appeared in  
22 their systems. You can't do that.

23           Q     On Page 35 of her rebuttal testimony at  
24 Lines 14 through 25, Ms. Calhoun states that ALECs do  
25 not have to manually record information such as the

1 USOC code, U-S-O-C, and availability data feature  
2 because LENS provides this information. However, on  
3 Page 31, Lines 19 through 23 of your direct testimony  
4 you state that only the feature name is provided. So  
5 to determine the pertinent billing and USOC  
6 information the ALEC would need to manually record the  
7 information before proceeding with the order.

8       A     This is the problem with the print mode that  
9 I talked about. That once you had selected those  
10 features, because you couldn't print it out -- when  
11 you went on to review those later on, all you had in  
12 the printout was actually what was basically the base  
13 feature that showed on the switch. It didn't show you  
14 the actual feature functionality that you had selected  
15 as far as the USOCs were concerned.

16       Q     On Page 37 at Lines 1 through 3 of  
17 Ms. Calhoun's rebuttal testimony, she states that  
18 BellSouth has provided the history of BellSouth's  
19 intervals for the assignment of due dates to ALECs  
20 through an industry letter from BellSouth's assistant  
21 vice president for interconnection service sales. Has  
22 MCI received this industry letter from BellSouth?

23       A     Not to my knowledge. And the only letter  
24 that we did receive --

25       Q     That letter --

1           A     -- in intervals --

2           Q     I'm sorry. I was going to refer you to  
3 Martinez's -- your direct testimony, Page 32 -- strike  
4 that.

5           A     The situation that we're attaining here is  
6 that there is a standard interval associated with  
7 simple changes; changes "as is" or change of a feature  
8 which is "in by 3 out by 5." Nowhere in the LENS does  
9 it reflect a same-day type of service for a feature  
10 that doesn't require a visit to the home; in other  
11 words, actual work from the business office.

12                     The only intervals that were in the standard  
13 interval chart -- and I think I typed them out in my  
14 testimony -- were the intervals associated with  
15 requiring outside work. So unless you understood what  
16 those intervals were you couldn't get them. And in  
17 fact, prior to that on a change "as is," it would  
18 calculate a due date, and I think we've gone over  
19 there before, would actually show you a date.

20                     Now we had learned in Georgia that  
21 regardless of what we put in there and what it told us  
22 back, the system would, in fact, give us the date we  
23 requested, which doesn't do you much good if you don't  
24 know that's the case.

25                     But the only intervals that I know of that



1 we received and I brought them with me --

2 Q You're not sure whether you received the  
3 letter from BellSouth as Ms. Calhoun states?

4 A No. The only intervals we had ever  
5 discussed outside of this, which came as a letter,  
6 were during negotiations for Georgia where the  
7 Commission had ordered us to get back together on  
8 DMOQs. We were provided a list of intervals. I don't  
9 have that other interval sheet with me. I can get it  
10 if you want it.

11 Q Yes, please.

12 A Okay. Put that down. I don't have that  
13 copy for some reason. I'm losing pages here.

14 Q That will be Late-filed 8.

15 MR. MELSON: Stop for a minute.

16 MS. BARONE: Off the record.

17 (Discussion off the record.)

18 Q (By Ms. Barone) Go on the record. This  
19 Late-filed 8, "Letter from BellSouth Regarding  
20 Intervals."

21 MR. MELSON: We'll give you the letter and  
22 attachment.

23 MS. BARONE: Letter and attachment. Thank  
24 you.

25 (Late-Filed Deposition Exhibit 8

1 identified.)

2           **WITNESS MARTINEZ:** As I was saying, during  
3 the negotiations for DMOQs, we were presented with  
4 intervals. These are the same intervals that now  
5 appear, I believe, in the AT&T revised DMOQs. But to  
6 my knowledge there was no letter ever attached or  
7 associated with those that came to us. This was the  
8 only interval that was ever provided under letter  
9 saying these were standard intervals.

10           **Q** On Page 39.

11           **A** And if I could, the only reason I mention  
12 that is that the "in by 3 out by 5" is not  
13 incorporated into this standard interval.

14           **MR. MELSON:** Off the record a minute.

15           (Discussion off the record.)

16           **MR. MELSON:** Let's go back on the record.

17           Ms. White, I just wanted to confirm that  
18 BellSouth does not regard as proprietary either the  
19 letter, which I don't have a copy of, transmittal  
20 letter, or the standard intervals that the Staff has  
21 requested as Late-filed 8.

22           **MS. WHITE:** That is correct. That's my  
23 information from Nancy Sims.

24           **MR. MELSON:** Thank you.

25           **Q** (By Ms. Barone) Mr. Martinez, Ms. Calhoun

1 states at Page 39, at Lines 17 through 25 and Page 40  
2 Lines 10 through 15, that even for complex orders  
3 where most of the activities are handled manually,  
4 ALECs do not need the ability to physically input the  
5 final order into BellSouth's ordering system to serve  
6 its customers in the same timely manner as BellSouth.  
7 She further states that having BellSouth's account  
8 team manually in the loop is done for the ALEC's  
9 benefit to ensure that the ALEC reselling a complex  
10 service is afforded the same level of systems design  
11 and other support as a BellSouth retail customer. Do  
12 you agree with Ms. Calhoun's statements?

13 A No, I don't.

14 Q Why not?

15 A To me that's like the fox in the hen house.  
16 I mean if we're going to be dealing in a closed manner  
17 with a customer about perhaps offering them services,  
18 I don't think I want my competitor in there taking  
19 information and acting like a design engineer or  
20 something. At least from MCI's perspective where  
21 we've designed the entire FAA system, most of those  
22 systems are not complex where we couldn't find  
23 somebody who couldn't design them.

24 The whole issue here is the ability to place  
25 that order once you've gathered the information and

1 understand what it is you want. To place that order  
2 into the system so it flows in a manner parity to the  
3 way their orders would have flown. We'll take care of  
4 the preordering and presales functionality in  
5 determining the information. But we still need the  
6 ability to place that order in the system. And they  
7 do have the ability to -- the order has to go into the  
8 system at one time or another. At the end of the day  
9 an order has to be placed into the system to reserve  
10 time, materials and everything else associated with  
11 that. Now, downstream there could be some manual  
12 intervention with respect to problems with the order.  
13 Well, that's fine. If we didn't do it right, reject  
14 it back to us and we'll redo it again and put it in  
15 the proper way.

16 But the ability to put those orders in is  
17 critical in keeping the confidentiality of the  
18 information that you're dealing with with that  
19 customer. And even giving it from a professional  
20 standpoint, why would I want somebody in there that's  
21 my competitor telling the customer I'm going to design  
22 the circuits for them. I mean it just doesn't make  
23 sense to me.

24 Q Finally with respect to Ms. Calhoun's  
25 testimony at Page 43, Lines 22 through 25, again this

1 is rebuttal, she states that besides TAFI, BellSouth  
2 offers an additional trouble reporting interface for  
3 design services, which is the industry standard  
4 electronic bonding arrangement currently used by  
5 interexchange carriers. Are you aware of this  
6 additional trouble reporting interface that BellSouth  
7 offers to ALECs?

8 A Yes. We did use it today. That would be  
9 anything that was published on an access service  
10 request.

11 Q Can you identify this interface that she's  
12 referring to?

13 A Electronic bonding. Where an order is  
14 basically similar to in nature that which would be  
15 placed on an access service request, a trunk, if you  
16 would, we have the ability, an EB -- now, there's some  
17 modifications because the NCNCI codes would be  
18 different and those have have to be ironed out, but  
19 that be ironed out in our process going forward.

20 But there is a limited capability to at  
21 least place that into the system. It would be on  
22 interconnect trunks, ES 3 systems; things we would  
23 normally put trouble report tickets through the EB in  
24 the IXC world.

25 Q Can we go off the record for just a second?

1 (Discussion off the record.)

2 (Recess taken.)

3 Q (By Ms. Barone) On Page 4 of your rebuttal  
4 you define intermediary tandem switching as switching  
5 a call from one tandem to another for the purpose of  
6 completing a call. You also state that the definition  
7 on Page 3 of the draft SGAT attached to Mr. Milner's  
8 direct is incorrect. Why is your definition correct  
9 and his is not?

10 A The -- maybe I should say yes or no and  
11 characterization.

12 The essence of what he was talking about,  
13 there is no intermediary tandem involved in connecting  
14 a call from a transport -- common transport trunk  
15 group into a carrier, whether that be a local carrier  
16 or interexchange carrier. The only time an  
17 intermediary tandem would come into play if, in fact,  
18 there was another tandem involved such that the call  
19 was first tandemed to the access tandem to get to the  
20 carrier.

21 Q Where did you get your definition?

22 A Of intermediary? From experience.

23 Q And why could the only intermediary tandem  
24 switching that BellSouth offers be between their local  
25 and access tandem?

1           A     Because that's the only other tandem that  
2 would be involved in the network that would not --  
3 that would be represented. In other words, a call  
4 from an end office would switch from the end office if  
5 it were a toll call, but if it were a local call, the  
6 local call now being directed toward the ALEC. The  
7 call would first hit the local tandem, realize that  
8 that call had to go to an ALEC. That ALEC's  
9 facilities would be off the LATA tandem, so hence you  
10 would have the local tandem switch followed by the  
11 interLATA switch. That would be consistent with the  
12 definition of intermediary tandem switching.

13           Q     On Pages 7 and 8 of your rebuttal you  
14 express concerns about BellSouth's definition of local  
15 traffic in the SGAT. Would you expand on that a  
16 little explaining further what your concerns are, if  
17 that definition of local traffic is accepted, and then  
18 if so, why it then becomes so critical for BellSouth  
19 to procedurally complete lists of NPA-NXXs within each  
20 local service area?

21           A     By definition local does include EAS  
22 traffic. EAS traffic, and in fact local traffic, is  
23 not the easiest thing in the world to extract from any  
24 one given document. And any one given document would  
25 be correct only from the point of view of the time it

1 was filed.

2           So to hold a party responsible for making  
3 sure that local traffic was, in fact, properly  
4 identified, there should be an obligation on their  
5 part to list all of the local NXXs, which would be  
6 inclusive of cellular traffic off the cellular  
7 switches that would be there; ALEC NXXs that would be  
8 associated with that local; ITC which would be either  
9 local or extended local and their own local serving  
10 area.

11           To try to recreate that from the various  
12 documents that you have, there's no one single  
13 document that you can go to where that information  
14 would be all inclusive. If you went to the tariff it  
15 would give you the exchange name. You would have to  
16 then go from the exchange name and go to the LERG, and  
17 define in the LERG what NXXs are associated with that.  
18 And I would say the LERG because the LERG would be the  
19 most up-to-date with respect to changes. There's a  
20 requirement to post a NXX in the LERG at least 60 days  
21 prior to putting it in.

22           There are exceptions that happen on the  
23 CLEC -- not the CLEC but on the cellular side where  
24 cellular codes were running out and they were doing it  
25 in less time. But in those instances they always



1 notified the people that were doing switching,  
2 vis-a-vis in the electronic -- in MCI's case  
3 electronic mail, that the following code was being  
4 activated and the following switch associated with the  
5 following tandem, and should have the same attributes  
6 as this code or that code, or whatever.

7           So you had the ability to track that but you  
8 don't have the ability to extract backwards with any  
9 type of surety that you're going to have all of the  
10 codes. And, in fact, in our negotiations with  
11 BellSouth that was the way we got around the  
12 definition of local, was BellSouth agreed to provide  
13 us on diskette all of the local exchange numbers,  
14 which was all inclusive; that would be CLECs, ITCs,  
15 cellular and their own codes that are defined as  
16 local. Local to be inclusive of the EAS routes that  
17 were also local.

18           Q     Have you had an opportunity to review the  
19 transcript from BellSouth Witness Scheye's deposition?

20           A     No.

21           Q     We've asked him to address several concerns  
22 with respect to interconnection which you had  
23 addressed in your rebuttal testimony. And then I'd  
24 like to go over some of his responses and have you  
25 respond to his responses.

1           You're aware that MCI's complained that  
2 BellSouth will not allow interconnection at its local  
3 tandems, correct?

4           A     That has been changed. And let me give you  
5 the chronology of events.

6           We discovered -- first off, I believe that  
7 BellSouth to be the only RBOC that has local tandems.  
8 They were phased out back in the '70s. And, in fact,  
9 there were no listings of where those local tandems  
10 were. And a problem that came up in Georgia where we  
11 had some mass blocking that occurred, the definition  
12 that came back, or the reason for the blockage alluded  
13 to some sort of a special trunk group, which caught  
14 our attention saying why is there a special trunk  
15 group? This was only a Georgia incident.

16           It was an engineer that came out to a  
17 meeting with MCI, George Jung, J-U-N-G -- who I  
18 respect; he's a good BellSouth engineer -- who  
19 explained that there was a policy, in fact, in place  
20 within BellSouth that local tandems were not to be  
21 used for interconnection. And he defined then the  
22 trunk groups that had been established to handle local  
23 traffic.

24           I did not attend that meeting but I have the  
25 original drawings because they came back to my office

1 to review with me what had been said.

2 In essence what was happening was local  
3 traffic was being skimmed off at the end office for  
4 ALEC traffic rather than going through the process of  
5 the local tandem, because there were no connections  
6 there and sent down the common transport trunk that's  
7 associated with toll. The separate trunk group that  
8 they talked about was a separate trunk group that they  
9 had built in front of that particular trunk group,  
10 decided to get a size of the traffic. Well, they had  
11 translated it wrong and all of the traffic was  
12 blocked. That brought us to attention. And we said  
13 what are these local tandems? And George Jung defined  
14 those local tandems.

15 Prior to our second meeting, the one I did  
16 attend, we received notification that the policy had  
17 been changed and that we would, in fact -- that was  
18 the good news, we would, in fact, eventually have the  
19 ability to connect at a local tandem. The bad news  
20 was we wouldn't be informed of the time frame until  
21 the third quarter.

22 And the third quarter happened to be I  
23 believe July 1 or whatever, I approached a gentlemen  
24 who was honchoing that issue, his name was Wally  
25 Smith. Asked him if they had, in fact, indicated to

1 us whether or not they had come up with time frames.  
2 And there was a letter that was sent -- interestingly  
3 enough, although it was a major issue with us, the  
4 participants that had been involved in the meetings  
5 were not the addressees of this letter. Apparently  
6 one of our financial organization people had gone to a  
7 CLEC training class and asked similar questions: When  
8 will these types of tandem connections be allowed?  
9 Will you be providing the types of NXXs that are  
10 associated with those tandems? And et cetera. They  
11 weren't answered. I think they are called parking lot  
12 questions. And parking lot meaning that we'll get to  
13 that and we'll compile the answer and get back to you.  
14 That letter did come back, and I have a copy of it, I  
15 just have to find it. It's in the form of an e-mail  
16 message.

17           While my lawyer is looking at that e-mail  
18 message, that information was relayed to me, and, in  
19 fact, in my five-minute summary I talked in terms of  
20 that that was good news. We still have some  
21 information that we need to glean. One, are there  
22 going to be any restrictions with respect to the  
23 interconnection with independent telephone companies  
24 for EAS routes, which are also located at the local  
25 tandem? And there's a very important reason for that.

1           By interconnecting with independents at the  
2 toll tandem, or LATA tandem, it was dubious to us  
3 whether an independent would be able to differentiate  
4 that which was local versus that which was toll from a  
5 access billing perspective. It was somewhat of a  
6 concern. Now the independents had said "No, that  
7 wouldn't be a problem. I know your NXXs. We will  
8 record it accordingly." It still was a concern.

9           So there is a meeting, and I don't know  
10 whether the meeting has taken place -- I don't think  
11 it has yet -- that would have been with our  
12 engineering group. And the principles of that are  
13 listed on that memo which Wally forwarded.

14           Q       We will go ahead and mark the Deposition  
15 Exhibit as Exhibit 9 and that's "Letter Regarding  
16 Interconnection at Local Tandems."

17                   (Deposition Exhibit 9 marked for  
18 identification.)

19           A       And the reason I brought that was I think it  
20 was in Scheye's testimony where he said it had been  
21 available all along. And you'll see in the letter  
22 that they said that the methods and procedures had  
23 just been established and that, in fact, we could.  
24 There was no way that an ALEC could have ever  
25 understood where the local tandems were because they

1 were nowhere recorded. And what BellSouth agreed to  
2 in our meetings that we had was now that the policy  
3 had been changed, they were going to update the LERG,  
4 local exchange routing guide, to reflect a local  
5 tandem.

6           The initial understand -- from what I  
7 understand from the letter and seeing -- the young  
8 lady who does the work for BellSouth is a -- I'm a fan  
9 of hers, she does an excellent job what she was going  
10 to do was do the initial load in July. She would then  
11 take a look at that LERG output, make any  
12 modifications in August, and it should be ready for  
13 use in September. And what that tells me is that she  
14 would have blessed it and we would have absolute  
15 guarantees because of the way that this young lady  
16 works that as of September we would know exactly where  
17 those local tandems are and be able to respond  
18 accordingly.

19           Q     Mr. Martinez, would you please explain why  
20 it is MCI desires interconnection at local -- --  
21 strike that.

22           Mr. Martinez, BellSouth has stated that MCI  
23 can obtain local tandem interconnection through the  
24 BFR process. Do you object to uses BellSouth's BFR  
25 process to do this?

1           A     Yes.

2           Q     Why?

3           A     The BFR process should only be required  
4 where there's some question of technical feasibility  
5 or some question as to whether there is an obligation  
6 on their part to provide something which is basically  
7 a standard interface for a trunking. The local tandem  
8 is nothing more than any other office.

9           Q     Now, you stated you did not agree with the  
10 BFR process in terms of obtaining local tandem  
11 interconnection. Is local tandem interconnection  
12 contained in your agreement with BellSouth?

13          A     Any technically feasible point of  
14 interconnection on the BellSouth network is fair game  
15 for MCI in its interconnection agreement. There's no  
16 specific reference to any particular type of office,  
17 whether it be a LATA tandem, end office or a local  
18 tandem.

19          Q     So your agreement just states that any  
20 technically feasible local tandem interconnect --

21          A     Any technical feasible point on their  
22 network, it should be acceptable as far as point of  
23 interface.

24          Q     Have they stated that local tandem  
25 interconnection is not feasible?

1           A     There was in the early discussions an issue  
2 raised with respect to the ability to record billing  
3 information.

4           Q     Is that still the case, though, today?

5           A     I don't know. They say that their methods  
6 and procedures are in place. So I'm assuming that  
7 they now understand how to record. But even though I  
8 would have held that recording of data is not  
9 something that would be -- that would restrict  
10 something from being technically feasible, as today  
11 BellSouth would have agreements with independent  
12 telephone companies where independent telephone  
13 companies would actually do the recording and send  
14 tapes to BellSouth so that they could have the  
15 necessary information. So there are ways around the  
16 lack of the ability to record something.

17          Q     Is it your position then that MCI and other  
18 ALECs should be able to order interconnection without  
19 going through the BFR process and apart from an  
20 interconnection agreement?

21          A     Any technical feasibility point on the  
22 BellSouth network should be opened and available to  
23 any ALEC to interconnect at.

24          Q     And you have to obtain that through an  
25 interconnection agreement or a BFR process?



1           A     No, it would simply be an ASR, access  
2 service request, or an LSR on the point of a local  
3 interconnection order that says this is the point.  
4 The CLLI code associated with the Z location. That  
5 was the problem. There was no identification. We did  
6 not know, one, that they existed; two, what those CLLI  
7 codes were from a across a regional perspective.

8           Q     Mr. Martinez, you have expressed some  
9 concerns over certain provisions in the SGAT such as a  
10 requirement that ALECs adopt certain of BellSouth's  
11 rates. Also that there's no language for dealing with  
12 billing disputes and dispute resolution, and terms and  
13 conditions of providing CLLI usage data.

14                   Mr. Scheye indicated that although these  
15 were not provisions, in the SGAT anyone could  
16 negotiate to include them in an agreement. Is this  
17 explanation satisfactory to you?

18           A     No, because I think it goes to the route of  
19 what -- or the route of what a SGAT is supposed to be.

20                   It was my understanding, at least when I was  
21 asked to review them, that this would be a document  
22 that a LEC, an ALEC, without the capabilities of  
23 negotiating a contract, could, in fact, go in and be  
24 assured that when they signed that agreement it was  
25 all inclusive in everything that they needed.

1           That's what I thought the point of the SGAT  
2 was. If, in fact, the point of the SGAT is a starting  
3 point, then I guess I lose the sense of what general  
4 terms and conditions are all about. That's why I  
5 would feel that you don't ask somebody to just take  
6 part of the document. It's supposed to be an all  
7 inclusive document that doesn't require any additional  
8 negotiations.

9           Q     Given the fact that MCI has an  
10 interconnection agreement with BellSouth, why is MCI  
11 concerned about the contents of the SGAT?

12          A     Let me go back and portray what it was I was  
13 doing with respect to the SGAT.

14                I was asked to take a look at that. I was  
15 negotiator for BellSouth. Here's an SGAT. Would this  
16 be a document that, one, you felt would meet those  
17 checklist items and that you would represent to MCI as  
18 something that was signable? So from the perspective  
19 of what I was looking at, was basically to review it  
20 with respect -- as I am a coordinator, negotiator --  
21 would this be something that you would ask MCI to  
22 approve? And did it meet the checklist items? It had  
23 nothing to do with whether I had something in my  
24 contract or I didn't have something in my contract.  
25 What it had to do with are the statements in there

1 consistent with what you believe should be in the  
2 contract, and that's the way I approached it.

3 Q Last week during Mr. Gulino's deposition we  
4 asked him certain questions regarding interconnection  
5 and he referred us to you on some of those questions.

6 MCI's requested and received interconnection  
7 with BellSouth -- now, you have received  
8 interconnection with BellSouth at the local network;  
9 is that correct?

10 A We have interconnection trunks, yes.

11 MR. MELSON: You said local network?

12 Q (By Ms. Barone) Now, you've received  
13 interconnection at all points you requested aside from  
14 the local tandems?

15 A That's correct.

16 Q At what points is BellSouth actually  
17 providing interconnection?

18 A At what points.

19 Q End offices?

20 A Yes. We have end office connections and we  
21 have tandem connections.

22 Q Access tandem?

23 A Yes.

24 Q Are you utilizing these facilities to  
25 transport and terminate local traffic between your

1 network and BellSouth's network at the present time?

2 A When you say "your," MCIM's network, yes.

3 Q With respect to the various points or types  
4 of interconnection, how is it determined whether MCI  
5 connects via BellSouth's tandems or end offices?

6 A Those are economic decisions.

7 Q Do you specifically?

8 A The Engineering Department would make an  
9 economic decision as to whether there was sufficient  
10 traffic to justify putting a direct end office  
11 connection in.

12 Q Do you specifically request the type of  
13 connection facility or does BellSouth size and connect  
14 the facility of its own choice based on your  
15 forecasted demand estimates?

16 A They put in what we order, and then in the  
17 contract there is a requirement for us to meet at a  
18 regular basis and review forecasted data as to the  
19 demand on those trunks.

20 And there is a -- it's on two-sided -- we  
21 can say that I need 24, they can say they really need  
22 36; and then if they feel so strongly, then they can  
23 actually insist that those go in. And vice versa, if  
24 we think there's not enough trunks, we can -- and let  
25 the traffic determine at the end, rather than blockage

1 determine who was right and who was wrong.

2 Q Does MCI have meet-point arrangements with  
3 BellSouth?

4 A Meet-point as far as billing arrangements.

5 Q Yes.

6 A Meet-point billing arrangements. Not to my  
7 knowledge, other than what's in the contract where we  
8 agree what is local traffic, and what the point of  
9 interface would be.

10 When I think of a meet point I think of it  
11 in terms of a very specific contract structure  
12 basically between independent telephone companies and  
13 BellSouth where it defines certain responsibilities on  
14 the part of each party.

15 Q Do you require that BellSouth provide you  
16 with a list of active CIC codes?

17 A Yes.

18 Q Have you requested provision of CIC codes?

19 A Yes.

20 Q And is it being done?

21 A Yes.

22 Q Has MCI requested two-way trunks from  
23 BellSouth?

24 A We did originally, and we have now reached  
25 agreement in our contract where we will mutually

1 determine when it is best to put these in in a full  
2 scale mode. There is again a problem with associating  
3 two-way trunks and multiple traffic. So I have  
4 two-way trunks where it's traffic-specific. What I've  
5 done, or what MCIM has done is separated the traffic  
6 out so the traffic that was causing the problem on the  
7 two-way trunks is on the one way and hence can be  
8 measured. In our interconnect agreement we have  
9 agreed that we will get together and resolve the  
10 problem as to how we're going to do that. And that's  
11 a mutual problem, by the way, recording it on the  
12 other side as well.

13 Q So does MCI intend to utilize two way  
14 trunking?

15 A Yes.

16 A And that would be an economic decision  
17 again.

18 Q Have you and BellSouth developed a PLU,  
19 which is the percentage local usage factor to be used  
20 for billing local usage to each other?

21 A To the extent of the traffic we have had so  
22 as far we have not had to do that because all of the  
23 traffic is measurable. But in our contract we do  
24 make -- there's arrangements or -- there are some  
25 stipulations on where we cannot identify the traffic

1 to develop a percent local usage. And it's a two-way  
2 street as well. We don't anticipate right now the  
3 need to do that.

4 Q So you haven't developed the actual factor  
5 because you haven't needed to?

6 A No. Because we segregated the traffic and  
7 each party was able to record and dutifully audit each  
8 other as far as what the actual traffic was. There  
9 was no need to get involved with PLUs.

10 I believe the PLU requirement in the SGAT is  
11 one where the small LEC with a two-way trunk that  
12 basically is going into there and having multiple  
13 jurisdictional traffic on there, there would be a need  
14 to develop a PLU.

15 Q In your response to one of Staff's  
16 interrogatories, you have an exhibit labeled MCI  
17 requirements for intercarrier agreements. And in  
18 Section 1 you list those requirements which are  
19 specific to interconnection. This document was  
20 originally filed --

21 A Boy, is this an old document.

22 Q That was part of your original arbitration  
23 proceedings, wasn't it?

24 A Yes, it was.

25 Q To the best of your knowledge, do you know

1 if most of these requirements have been met, and  
2 that's in Section 1?

3 A Point of interconnection. I haven't seen  
4 this in such a long time.

5 I would believe that it is because  
6 everything that's in here was migrated into the  
7 interconnect agreement itself, so -- .

8 MR. MELSON: Monica, just so the record is  
9 clear, I believe that was attached to interrogatories  
10 that were answered prior to the time of the hearings  
11 on the MCI-BellSouth arbitration, just to give you  
12 perspective on the vintage of that document.

13 MS. WHITE: In this docket?

14 MR. MELSON: No.

15 MS. WHITE: Interrogatories answered in this  
16 docket?

17 MR. MELSON: They were interrogatories  
18 issued in this docket --

19 MS. WHITE: But answered --

20 MR. MELSON: -- August of last year. About  
21 a year ago.

22 WITNESS MARTINEZ: I believe everything in  
23 Section 1 has been resolved. Even those issues where  
24 we talk about inefficiencies, that has been resolved  
25 in the interconnect agreement. Maybe not to our total



1 satisfaction but we've agreed.

2 Q (By Ms. Barone) You stated that all of  
3 these items have been provided. And with respect to  
4 MCI then do you think -- could you -- is it your  
5 position then that the Commission could recommend to  
6 the FCC that BellSouth has met all of the requirements  
7 of Checklist Item 1, which is interconnection? Just  
8 with respect to MCI?

9 A With respect to MCI, until we have the  
10 physical meeting with the local tandems and understand  
11 exactly what, if any, constraints might be placed on  
12 that. Because this is the first I've heard of a BFR.  
13 There was never any discussions on BFRs. That is  
14 still a sticking point in our mind as far the  
15 interconnection.

16 Now those meetings should be taking place --  
17 but that would be just with respect to MCI. Maybe MCI  
18 is the only one that has a concern over the local  
19 tandem issue. But because there was a policy issue  
20 and that's been changed, we still need to sit down at  
21 the table and understand what the extent of this  
22 policy and the methods and procedures, and what have  
23 you, to see if there's anything onerous in there that  
24 we don't believe should be in there.

25 Q If BellSouth were able to convince you, or

1 the local -- the local tandem question is answered,  
2 will BellSouth have met all of the requirements --

3 A Yes, to the best of my knowledge, yes.

4 Q -- with respect to MCI?

5 A Yes.

6 Q I want to make sure that's clear. That with  
7 respect to Checklist Item No. 1 --

8 A Interconnection.

9 Q -- interconnection, it's your testimony that  
10 BellSouth will have met the requirements of  
11 interconnection once the local tandem question is  
12 resolved?

13 A With respect to MCI.

14 Q Thank you. Section 271(c)(2)(B)X -- that's  
15 a roman numeral -- of the 1996 Telecommunications Act  
16 requires BOCs to provide nondiscriminating access to  
17 databases and associated signaling necessary for call  
18 routing and completion.

19 Does MCI contend that the phrase "for call  
20 routing and completion" applies to just signaling or  
21 to both databases and signaling.

22 A Both. It's a combination of the access to  
23 the database which allows the call to be processed.

24 Q Would you agree that the databases required  
25 to meet Checklist Item 10 would not include databases

1 associated with preordering, ordering, provision of  
2 maintenance and repair and billing?

3 A Yes.

4 Q I'm going to refer again to Exhibit 3 which  
5 was attached to MCI's Response to Staff's  
6 Interrogatory No. 3. In Part 10 of that exhibit MCI  
7 lists examples of databases MCI requires  
8 nondiscriminatory access via electronic bonding.

9 Are there any databases listed here that  
10 should not be included to meet the checklist item?

11 MR. MELSON: Which checklist item?

12 Q Checklist Item 10, I'm sorry.

13 A That should not be included.

14 Q Right. Should OSS databases be included on  
15 Page 2?

16 A OSS databases as I understand it was -- I'm  
17 drawing a blank. It haven't looked at those checklist  
18 items in a while. I thought it had its own. It was  
19 considered an unbundled network element, so it would  
20 not be under the database but under the unbundled  
21 network element 2, No. 2.

22 Q I'll let you take a look at the databases  
23 and we'll go for a moment, and then let me know if  
24 there are any of the databases that should not be  
25 included to meet Checklist Item 10?

1           A     Okay.

2                   MR. NELSON: To the extent it calls for a  
3 legal conclusion, I'm going to object. Go ahead and  
4 answer.

5           A     Okay. Local number portability, billing  
6 name and address, that would be what we had talked  
7 about. LIDB, directory assistance, access to toll  
8 free 800; CENTREX business group database. No, that  
9 would not be inclusive. CENTREX business group  
10 database would be a database that would list the  
11 functionality. I think Nancy White asked me every  
12 single one of these as to what they were in a  
13 deposition that I did on the 251.

14                   So CENTREX database would be the feature  
15 functionality, what switches have that in -- listing  
16 services, intercept database. Intercept database  
17 would not be inclusive. This would be the database  
18 associated with intercept. Oh, no, I guess that would  
19 be inclusive because if I didn't get access to that  
20 then I couldn't get to my announcement, but it's not a  
21 problem. Operator reference. Database. CRIS. CRIS,  
22 access to CRIS would be part and parcel of the OSS  
23 functionality.

24                   Service location database. Service location  
25 database I haven't seen these terms since I produced

1 this. Service location database, no, that was your  
2 P/SIMS. P/SIMS as far as what feature functionality  
3 is associated with what switch and that would be an  
4 OSS function. The database for 911, it's covered  
5 under its own -- MSAG. MSAG would not be included.  
6 That's your master street address guide; associated  
7 with the 911 databases by their nature wouldn't be.  
8 TMN-type databases normally refers to all of the test  
9 systems. Telephone management network protocol.  
10 Prepare dispatch database would again be an OSS.

11 Q So it's not included?

12 A No, that's right. Installation order  
13 processing wouldn't be included. Switched network ID  
14 database, no, that would be P/SIMS. Local carrier  
15 calling area database, that's more a billing issue --  
16 well, it's a routing issue. I would class that myself  
17 personally as an OSS and not be inclusive. CMDS which  
18 is for billing, that would be an OSS issue. Inventory  
19 database would be a billing. Number assignment would  
20 be a billing. Usage would be billing. Payment  
21 records would be billing. Calling party name.  
22 Calling party name would be included. That would be a  
23 name function associated with the SCP, because the  
24 calling party name would be actually stored in the  
25 SCP. Class features would be in the same category so

1 I would include that.

2 Emergency services database. That is  
3 associated with 911 and actually defines the  
4 parameters of the PSAPs themselves. Payment history  
5 would not be. That's definitely an OSS. Databases  
6 containing service handling routing information.  
7 Obviously if it contains routing information, then it  
8 would be inclusive. Universe list, no. That's the  
9 end of them.

10 MR. MELSON: And AIN is A-I-N.

11 WITNESS MARTINEZ: Oh, AIN, I'm sorry.  
12 Advanced intellegent network.

13 Q (By Ms. Barone) Are there any databases  
14 that should be added to this list for the purpose of  
15 meeting the Checklist Item 10, which is the BOCs have  
16 to provide nondiscriminating access to the --

17 A None that's coming to my mind. I think this  
18 basically covers just about every database that was  
19 imaginable.

20 Q In Interrogatory 81B, MCI indicates that it  
21 has requested access to databases associated with call  
22 routing and completion. There's a copy of it if you'd  
23 like. However, Interrogatories 82A and 83A seem to  
24 contradict Interrogatory 81B. Could you clarify?

25 A 82. 82 just simply says we haven't

1 purchased local switching capability. 83 -- in 83  
2 we're basically referring here to the toll free access  
3 as well as AIN. We've not requested AIN. But under  
4 the toll free access database, which is basically  
5 access from our STP through their SCP, or to their  
6 SCP -- to their SCP for identification of the carrier  
7 responsible for -- transport carrier responsible for  
8 an 800, we're using a third party. So we have not  
9 requested that of BellSouth.

10 Q So what databases have you specifically  
11 requested?

12 A It would have been the DA. LIDB.

13 Q Did BellSouth --

14 A And we do have a request right now, it's a  
15 mutual for one of the class services caller name, and  
16 that requires a mutual exchange where our names are in  
17 our database and their names are in their database,  
18 and it's just a formality of getting that together.

19 Q Did BellSouth provide the access?

20 A Yes.

21 Q Did BellSouth provide it through electronic  
22 bonding?

23 A Electronic bonding would not be used in this  
24 environment.

25 Q Has BellSouth tested this access?

1           A     The tests would have been performed by both  
2 parties when they established a connection. Neither  
3 one of us allows anybody to interconnect without  
4 testing.

5           Q     What was the result of the test?

6           A     They obviously passed but we're using  
7 those -- the DA database obviously is a download over  
8 an NDM system we use, which is as download of a  
9 database, and we have been using that -- we were  
10 instrumental in getting that introduced, actually, in  
11 the nation.

12          Q     Does MCI have the capability to develop its  
13 own AIN tool kit?

14          A     Its own tool kit?

15          Q     Uh-huh.

16          A     Knowing that -- a tool kit is a form of  
17 accessing through a mediated device into a foreign  
18 SCP. I wouldn't say we didn't have the capability but  
19 it would be something that we would expect the owner  
20 the SCP with the media device to have. And I do know  
21 for a fact that BellSouth does have such a device and  
22 such a kit, and such instruction associated with that.

23          Q     Do you know what would be required for MCI  
24 to develop its own AIN tool kit for BellSouth network?

25          A     For BellSouth's network? A lot of



1 unnecessary expense.

2 Q Do you know technically?

3 A No. I just know that it exists and I know  
4 we have looked at it, along with one of our RBOC was  
5 viewed suitable and this was a couple of years ago.

6 MCI has always had the position that  
7 mediated access until the standards body provides some  
8 form of a partitioning so that it protects both  
9 parties from destroying the other party's network is  
10 the only way to go with respect to AIN.

11 Q Do you know whether MCI has actually looked  
12 into the requirements for BellSouth specific AIN tool  
13 kit?

14 A Yes.

15 Q Can you provide documentation with respect  
16 to that as a late-filed exhibit?

17 A It's been about two years ago and it was in  
18 meetings with BellSouth. I'm not sure that I would  
19 still have that information. Because it was --  
20 basically I'm saying it was MCIT that conducted these  
21 and we, in fact, had a service up on their AIN  
22 platform.

23 We opted not to continue because we couldn't  
24 get other RBOCs to get into a similar situation, and  
25 from a carrier perspective -- not a local perspective,

1 but from a carrier's perspective a regional service  
2 doesn't make a lot of sense.

3 Q So Page 22 of your rebuttal testimony, at  
4 Lines 4 through 5, you refer to STP as a service  
5 transfer point but later on Page 24 at Line 10 you  
6 refer to STP as a signaling transfer point?

7 A It should be signaling transfer point.

8 Q On Page 23 of your rebuttal at Lines 14  
9 through 25 you discuss three different scenarios for  
10 handling 800 traffic.

11 The first scenario, the ALEC does not have  
12 the necessary functionality to be a signal point on  
13 the SS network. You explain in detail the processes  
14 to complete an 800 call. You go on to state this was  
15 one of the offerings available to the independent  
16 telephone company community. It does not appear to be  
17 addressed in the SGAT. What specifically do you  
18 believe is not in the SGAT?

19 A The SGAT, as is pointed out in Georgia, is a  
20 very correctable thing. It basically says to get  
21 access to the toll free database you have to have SS7  
22 and that would eliminate one option. If they didn't  
23 have SS7, obviously they could buy at the full bar all  
24 of the functionality; use their switch, their SCP  
25 their STP, to get the information and allow them to do

1 the call completion just as any nonsophisticated ITC  
2 could. So it's merely not putting that restriction  
3 that they have to gain access that they have to have  
4 SS7.

5 Q In response to your assertions about  
6 handling 800 traffic, Mr. Scheye responded to Page 94,  
7 at Lines 7 through 11.

8 A Of?

9 Q Of Mr. Scheye's deposition.

10 A Oh.

11 Q He stated that he believed that the  
12 combination of the 800 offering with the SS offering  
13 would create a comparable capability. Do you believe  
14 this would provide a comparable service? (Pause)

15 A No. No. Basically the tariffed offering  
16 that they have today is an offering where the carrier  
17 receives the call. What we're talking about, there  
18 are interconnection agreements or agreements with ITCs  
19 where they are allowed to use, in the Feature Group D  
20 protocol -- and it must be the Feature Group D  
21 protocol -- the ability to send, as I mentioned, the  
22 110 CIC, which is a pseudo CIC that is identifiable as  
23 BellSouth. When that metro or whatever it is sent  
24 that, what that's telling the tandem is it's  
25 BellSouth's but it confuses it so it goes out and

1 finds the information, goes and makes the connection.  
2 On the second stage immediately released because it  
3 thinks it has information.

4 That is not covered in any tariffed offering  
5 that I'm aware of with respect to BellSouth. What  
6 they're referring to is the ability of the IXC to take  
7 the traffic.

8 Q My last question. On Page 24 of your  
9 rebuttal testimony you describe your second scenario  
10 where the ALEC will make the database query through  
11 BellSouth's STP and SCP. You note that on Page 4 of  
12 the SGAT BellSouth states the ALEC will not utilize  
13 switched access Feature Group D service.

14 Mr. Scheye's response to your concern is in  
15 his deposition Page 95, Lines 19 through 24. He  
16 states that the statement was intended to indicate  
17 that ALECs are not required to use Feature Group D.

18 A Are not required. That's more than saying  
19 that they cannot use -- you cannot have 800 database  
20 look-ups without Feature Group D protocol. So, again,  
21 the simple solution to that is take that restriction  
22 out of the SGAT and then it no longer is a  
23 restriction.

24 You know, the thought process that goes  
25 there, if you restrict that, are they in fact

1 restricting them from having the use of the tandem and  
2 forcing them to have all direct connects with all of  
3 these carriers, which would be an enormous burden on a  
4 small ALEC.

5 Q Well, he also goes on and states, though,  
6 that they are not precluded from using Feature Group D  
7 but what is intended to mean is ALECs are not limited  
8 to only use Feature Group D.

9 He goes on to say on Page 96, at Lines 17 of  
10 his deposition, that the SGAT should say not required  
11 to utilize Feature Group D service. Now, if you need  
12 to review that go ahead, because what I want to know  
13 is does this clarification --

14 A Actually just removing the term, the  
15 restriction on Feature Group D, would, in fact, do it.  
16 I mean I could never understand why it was in there.

17 Q Does his clarification address your specific  
18 concerns?

19 A Yeah, it would as well. What it says is it  
20 can use it or it can't use it or what have you, but  
21 the problem is you have to use it. I don't know what  
22 you would use other than that. So when he says it  
23 doesn't have to use it, you know, I'm at a loss.

24 MS. BARONE: Thank you. That's all I have.

25 MS. WHITE: Nancy White, BellSouth. I'll

1 try but you have to try as well.

2 MR. MELSON: I have got three or four for  
3 you when she finishes.

4 EXAMINATION

5 BY MS. WHITE:

6 Q Was MCI's interconnection agreement with  
7 BellSouth signed prior to BellSouth filing its SGAT in  
8 Florida?

9 A Yes, it was.

10 Q Is MCI going to order any local services or  
11 use any portion of the SGAT, or is it going to use its  
12 negotiated agreement in Florida?

13 A No. It will use our interconnection  
14 agreement.

15 Q Okay. Now, on Pages 24 through 25 of your  
16 direct testimony you were talking about, I think it  
17 was No. 7, of the key preordering subfunctions. And  
18 No. 7 was access to the information that an ALEC would  
19 require in order to convert an existing customer  
20 service involving a second ALEC?

21 A Yes.

22 Q If AT&T is an ALEC serving a customer today,  
23 serving that customer with local service, do you  
24 expect to receive access to the customer information?

25 A No.

1 Q Okay.

2 A Only information that it's served by AT&T.

3 Q Okay.

4 A We ultimately would expect to receive that  
5 data from AT&T. But the official request should be to  
6 the local service provider, who in this case would be  
7 AT&T and not BellSouth.

8 Q Now, how does MCI gain access to customer  
9 credit information or payment history for their  
10 customers as an interexchange carrier?

11 A Are you asking me what is the method that we  
12 use to access it, or what do we use to --

13 Q What are the sources?

14 A That I don't know, Nancy.

15 Q Now, on Page 42 of your direct testimony,  
16 Lines 14 through 17, you say that a switch "as is"  
17 order should be merely a name change within  
18 BellSouth's CRIS billing system. What about number  
19 portability in that case, would that also be a switch  
20 "as is" order?

21 A Number portability in the sense that I'm --

22 Q That's added to it?

23 A Now the customer has interim number  
24 portability, importing that number to my physical  
25 switch.

1 Q Yes.

2 A That wouldn't be a switch "as is" because it  
3 would be as facility based -- it wouldn't be a resale.

4 Q All right. If BellSouth currently uses a  
5 system such as TAFI for dealing with trouble reports  
6 for its own customers, and this system is made  
7 available for use by ALECs, would you consider that  
8 would be parity?

9 A Parity with respect to that aspect of  
10 trouble maintenance.

11 Q Are you personally familiar with how  
12 BellSouth receives and processes a complex order for  
13 its own end users?

14 A How it receives the order --

15 Q And processes it?

16 A I'm not particularly familiar with  
17 BellSouth. However, I have in-depth knowledge of Bell  
18 system practices.

19 Q Let me ask you it this way: Do you know if  
20 BellSouth itself uses manual processes in combination  
21 with mechanized processes to complete a complex order?

22 A For issuing the order itself, because the  
23 only issue on the table is the actual, the physical  
24 placing of the order into the system. In those  
25 systems you would place the order into your system.



1 Without it, your work force would not have any  
2 knowledge of what was happening. There is no manual  
3 to my knowledge, service order, that is handcarried to  
4 a work force. Now there is a sufficient amount of  
5 presale -- which I know that Cory (ph) goes into --  
6 that is manual.

7 Q Okay. Very quickly. Is electronic bonding  
8 also known as a machine-to-machine interface?

9 A It can be referred to as that.

10 Q And you also stated that the Industry  
11 Standard Committee has been working on industry  
12 standards for all of the functions: preordering,  
13 ordering maintenance and repair, billing, et cetera,  
14 right?

15 A That's correct.

16 Q Is MCI willing to accept what these  
17 committees decide in all of these functions?

18 A Yes, we are.

19 Q Do you agree that the changes in the LENS  
20 system signifies that BellSouth is trying to improve  
21 that system in response to ALECs' needs?

22 A Oh, absolutely. In fact, they have been  
23 working with us on the list of problems that we have  
24 and we have a grocery list of items, where they are  
25 open, what the status is and what is happening.

1           Q     Does MCI use any of BellSouth's OSS  
2 interfaces in Florida?

3           A     We have not used the LENS interface. TAFI  
4 is something we have made a conscious decision not to.

5                     I don't know that we've ever placed an EB  
6 order for an interconnect trunk, which would be both  
7 the last of those OSS functional -- what I don't think  
8 we have.

9           Q     Okay. Now you stated you were going to a  
10 burst of orders in Florida on a test. Is that going  
11 to be on a resale basis?

12          A     Yes.

13          Q     Okay. Is MCI supporting any specific  
14 performance measurements in this docket?

15          A     That I don't know.

16          Q     With regard to intraLATA dialing parity, you  
17 stated that that was not implemented because cost  
18 recovery -- I forgot how it was, but cost recovery --  
19 you didn't care for the cost recovery method?

20          A     Oh, yes. There's a FCC order out that says  
21 that all parties should bear it and it shouldn't be  
22 based on the new entrant. And the cost recovery  
23 method that was used in Florida was predicated on the  
24 IXCs paying.

25          Q     Would you agree that this Commission ordered

1 the interexchange carriers to bear all of the costs of  
2 intraLATA dialing parity in Florida?

3 A Yes.

4 Q Has MCI ordered any complex services from  
5 BellSouth in Florida?

6 A The only -- there were a couple of business  
7 orders where there were nine trunks that were  
8 referenced as a complex. We did it as a change "as  
9 is".

10 Q Okay. I'll try to make this quick. Page 42  
11 of your testimony you talked about PIC-of-all, and you  
12 compared it to switch "as is" on Page 42 of your  
13 direct testimony.

14 A Yes.

15 Q Did PIC-of-all have problems when that first  
16 went into effect?

17 A Oh, yes.

18 Q And can you just give me a quick thumbnail  
19 sketch?

20 A PIC-of-all is related back to doing  
21 telephone numbers and there were many instances where  
22 customers -- customers didn't know the right bill  
23 telephone number, we didn't know, and you can have  
24 subsets of bill telephone numbers that lead up to the  
25 master. And you mistakenly think you have the master

1 bill telephone number when you have only a subset and  
2 the you go in and the PIC-of-all, it worked but it  
3 didn't work with respect to what you thought it was  
4 going to do.

5 And then also you have some mechanized  
6 problems up front to take a CENTREX, a 6,000-line  
7 CENTREX changing the NARs and what have you was not  
8 something that could be done at that point in time  
9 when we first used it in a mechanized sense. And  
10 that's all being changed as we talk.

11 MS. WHITE: Thank you. That's all I have.

12 MR. MELSON: I have got three questions for  
13 redirect I believe.

14 EXAMINATION

15 BY MR. MELSON:

16 Q With regards to request for interconnection,  
17 has MCI requested collocation in Florida?

18 A Yes.

19 Q Physical collocation?

20 A Yes.

21 Q To the extent that physical collocation has  
22 not yet been provided, do you view that as an  
23 interconnection issue or some other type of issue?

24 A I believe it would be an issue of being able  
25 to order some of the unbundled common -- unbundled

1 elements.

2           There are some that you can do in a virtual;  
3 you can do from whatever. But the lack of a physical  
4 collocation would have some problems with respect to  
5 ordering the types of services that would fall under a  
6 lot of the unbundled network elements.

7           Q     In response to a question by Ms. Barone you  
8 indicated that MCI had requested resale for some MCI  
9 employees and some MCI offices on a test basis.

10           Is it those resale requests for which you  
11 provided the Staff a copy of the bill as one of the  
12 deposition exhibits?

13           A     It would be part and parcel. Those would be  
14 the bulk of that because it would be resale.

15           Q     And was the billing for those services  
16 correct?

17           A     No. No.

18           Q     And, finally, if you had received a copy  
19 from BellSouth of some provisional intervals, and had  
20 been told both in the cover letter and on the face of  
21 the document that information was proprietary, would  
22 it be of any use to you in quoting rates to customers?

23           A     No. In fact, when we got the information we  
24 flat told them we would not -- we don't recognize this  
25 as confidential information.

1           One of the prime reasons for getting  
2 intervals is so you can tell a customer. If it's  
3 confidential how in the world can you tell a customer  
4 what the interval was going to be? So we've never  
5 viewed that. We always felt it was something that was  
6 in some internal -- that was on the document and never  
7 really had intended to be classed as confidential.

8           MR. NELSON: Thank you.

9           MS. BARONE: When will you be able to get  
10 the late-filed exhibits?

11          WITNESS MARTINEZ: If I catch that plane, I  
12 may be able to do it tomorrow.

13          MR. NELSON: We're off the record. Thank  
14 you.

15          MR. NELSON: He will want to read and sign.

16          MS. BARONE: Do you agree to the usual  
17 stipulations?

18          MR. NELSON: Yes.

19                (Deposition concluded at 6:30 p.m.)

20                       - - - - -

21

22

23

24

25

## ERRATA SHEET

DOCKET NO. 960786-TL  
NAME: RONALD MARTINEZ  
DATE: August 21, 1997

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

DOCKET NO. 960786-TL  
NAME: RONALD MARTINEZ  
DATE: August 21, 1997

**FLORIDA PUBLIC SERVICE COMMISSION**

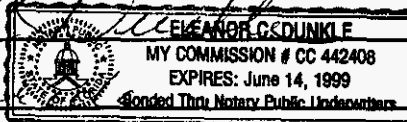


## AFFIDAVIT OF DEPONENT

This is to certify that I, RONALD MARTINEZ, have read the foregoing transcription of my testimony, Page 1 through 199, given on August 21, 1997, in Docket No. 960786-TL, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

  
RONALD MARTINEZ

Sworn to and subscribed before me this 9<sup>th</sup> day of Sept  
by Ronald Martinez  
Eleanor C. Dunkle  
NOTARY PUBLIC  
State of Florida



Personally know to me \_\_\_\_\_ or produced identification ☒

Type of identification produced Da Drivers License

BILLING NUMBER 561 Q95-8923 336  
BILLING PERIOD JUL 25, 1997 00021  
\*\*\*THIS BILL WAS PRINTED ON JUL 26, 1997\*\*\*

## CLUB Service

### SUMMARY OF CHARGES BILLED

**BELLSOUTH TELECOMMUNICATIONS, INC. (BST)**

TOTAL AMOUNT OF LAST BILL	820.54
PAYMENTS APPLIED THROUGH JUL 25	0.00
ADJUSTMENTS APPLIED THROUGH JUL 25	0.00
BALANCE FROM LAST BILL. . . . .	820.54

UR BILL CONTAINS A PAST DUE BALANCE OF \$ 820.54. YOUR  
 SERVICE MAY BE DISCONNECTED WITHOUT FURTHER NOTICE UNLESS  
 YOU MAKE SATISFACTORY PAYMENT ARRANGEMENTS IMMEDIATELY.

CURRENT CHARGES		
LATE PAYMENT CHARGE, 1.63% OF REGULATED BALANCE	12.77	
LATE PAYMENT CHARGE, 1.63% OF NONREGULATED BALANCE**	0.60	
BELLSOUTH	554.59	
FLORIDA 511	0.50	
TOTAL CURRENT CHARGES . . . *** DUE BEFORE AUG 16 ***		568.46

TOTAL AMOUNT DUE IN U.S. FUNDS . . . . .	1,389.00
--	----------

1.63% LATE PAYMENT CHARGE WILL APPLY ON ANY UNPAID BALANCE AS OF AUG 26

Disputed \$13.37 OpC A242  
Disputed \$ 138.87 A243 for incorrect discounts -  
See attached spreadsheet  
Paid \$416.22 8-7-97 *[Signature]*

**BELLSOUTH**

PLEASE DETACH AND RETURN WITH YOUR PAYMENT  
MAKE CHECK PAYABLE TO BELLSOUTH  
IN U.S. FUNDS

BILLING NUMBER 561 Q95-8923 336 0451  
 BILLING NAME MCI METRO 2969/943  
 BILLING PERIOD JUL 25, 1997 00021

AMOUNT ENCLOSED

PO BOX 33009  
CHARLOTTE, NC  
28243-0001

201

Martinez  
EXHIBIT NO. 1  
8/21/97  
N. METZKE

**S611795892333604508267020005000000000000000000A20540000138900**

**INDEX OF CURRENT CHARGES BILLED**

NONPAYMENT OF REGULATED CHARGES MAY RESULT IN DISCONTINUANCE OF SERVICE. FAILURE TO PAY  
REGULATED AND CERTAIN OTHER CHARGES, ALL OF WHICH ARE IDENTIFIED BY \*\* ON YOUR BILL,  
WILL NOT RESULT IN AN INTERRUPTION OF LOCAL SERVICE. THE AMOUNT OF REGULATED CHARGES MAY  
BE OBTAINED BY CALLING 780-2800

\*\*\*\*\*

USOC(R) SERVICE CUSTOMERS RECEIVE A USOC SUMMARY, DEPENDING ON THE USOC SUMMARY OPTION YOU  
HAVE CHOSEN, IDENTIFYING ALL ITEMS INCLUDED IN THE MONTHLY SERVICE. PLEASE REVIEW THIS  
FORMATION FOR ACCURACY. IF YOU HAVE ANY QUESTIONS, CALL THE BELLSOUTH NUMBER LISTED IN  
THIS BILL.

THIS BILL REFLECTS THE APPLICABLE RESALE DISCOUNTS.

**CHARGES BILLED FROM EARNING NUMBER 561 451-8246****LSOUTH**

MONTHLY SERVICE	(ITEMS 1-2)	21.38
OTHER CHARGES AND CREDITS	(ITEMS 3-14)	15.61
LOCAL USAGE	(ITEMS 15-16)	3.03
USOC SUMMARY	(PAGE 2) 561 451-8246	

**TOTAL BILLED FROM EARNING NUMBER 561 451-8246****40.02****CHARGES BILLED FROM EARNING NUMBER 561 470-0928****LSOUTH**

MONTHLY SERVICE	(ITEMS 17-18)	21.38
LOCAL USAGE	(ITEM 19)	0.00
USOC SUMMARY	(PAGE 5) 561 470-0928	

**TOTAL BILLED FROM EARNING NUMBER 561 470-0928****21.38****CHARGES BILLED FROM EARNING NUMBER 561 748-8608****LSOUTH**

MONTHLY SERVICE	(ITEMS 20-21)	24.46
OTHER CHARGES AND CREDITS	(ITEMS 22-33)	42.45
TAX	(ITEM 34)	0.23
USOC SUMMARY	(PAGE 8) 561 748-8608	

**TOTAL BILLED FROM EARNING NUMBER 561 748-8608****67.14****CHARGES BILLED FROM EARNING NUMBER 561 750-7094****LSOUTH**

MONTHLY SERVICE	(ITEMS 35-36)	21.38
OTHER CHARGES AND CREDITS	(ITEMS 37-48)	94.81
ITEMIZED CALLS	(ITEMS 49-50)	1.22
LOCAL USAGE	(ITEM 51)	0.00
USOC SUMMARY	(PAGE 12) 561 750-7094	

**TOTAL BILLED FROM EARNING NUMBER 561 750-7094****117.41****CHARGES BILLED FROM EARNING NUMBER 954 V01-3296****LSOUTH**

MONTHLY SERVICE	(ITEM 52)	0.00
-----------------	-----------	------

**202**

USOC SUMMARY (PAGE 14) 954 V01-3296 0.00  
L BILLED FROM EARNING NUMBER 954 V01-3296

GES BILLED FROM EARNING NUMBER 954 V03-1807  
SOUTH  
MONTHLY SERVICE (ITEM 53) 0.00  
OTHER CHARGES AND CREDITS (ITEM 54) 26.82%  
USOC SUMMARY (PAGE 16) 954 V03-1807  
L BILLED FROM EARNING NUMBER 954 V03-1807 26.82%

GES BILLED FROM EARNING NUMBER 954 V03-4556  
SOUTH  
MONTHLY SERVICE (ITEM 55) 0.00  
USOC SUMMARY (PAGE 18) 954 V03-4556  
L BILLED FROM EARNING NUMBER 954 V03-4556 0.00

GES BILLED FROM EARNING NUMBER 954 V34-6155  
SOUTH  
MONTHLY SERVICE (ITEM 56) 0.00  
OTHER CHARGES AND CREDITS (ITEM 57) 19.00  
USOC SUMMARY (PAGE 20) 954 V34-6155  
L BILLED FROM EARNING NUMBER 954 V34-6155 19.00

GES BILLED FROM EARNING NUMBER 954 V81-9740  
SOUTH  
MONTHLY SERVICE (ITEM 58) 0.00  
USOC SUMMARY (PAGE 22) 954 V81-9740  
L BILLED FROM EARNING NUMBER 954 V81-9740 0.00

RGES BILLED FROM EARNING NUMBER 954 341-4091  
SOUTH  
MONTHLY SERVICE (ITEMS 59-60) 23.00  
ITEMIZED CALLS 0.00  
LOCAL USAGE (ITEM 61) 0.00  
TAX (ITEM 62) 0.20  
USOC SUMMARY (PAGE 24) 954 341-4091  
AL BILLED FROM EARNING NUMBER 954 341-4091 23.20

RGES BILLED FROM EARNING NUMBER 954 349-4937  
LSOUTH  
MONTHLY SERVICE (ITEMS 63-64) 12.33  
ITEMIZED CALLS 0.00  
LOCAL USAGE (ITEMS 65-66) 3.12  
USOC SUMMARY (PAGE 27) 954 349-4937  
AL BILLED FROM EARNING NUMBER 954 349-4937 15.45

RGES BILLED FROM EARNING NUMBER 954 349-6643  
LSOUTH  
MONTHLY SERVICE (ITEMS 67-68) 9.05  
LOCAL USAGE (ITEMS 69-70) 2.05  
USOC SUMMARY (PAGE 29) 954 349-6643  
AL BILLED FROM EARNING NUMBER 954 349-6643 11.10

## CHARGES BILLED FROM EARNING NUMBER 954 384-1329

SOUTH  
MONTHLY SERVICE (ITEMS 71-73) 15.23

USOC SUMMARY (PAGE 31) 954 384-1329

TOTAL BILLED FROM EARNING NUMBER 954 384-1329 15.23

## CHARGES BILLED FROM EARNING NUMBER 954 384-2931

SOUTH  
MONTHLY SERVICE (ITEMS 74-76) 18.51

ITEMIZED CALLS 0.00

USOC SUMMARY (PAGE 33) 954 384-2931

TOTAL BILLED FROM EARNING NUMBER 954 384-2931 18.51

## CHARGES BILLED FROM EARNING NUMBER 954 389-8341

SOUTH  
MONTHLY SERVICE (ITEMS 77-78) 15.00

ITEMIZED CALLS (ITEM 79) 0.61

LOCAL USAGE (ITEM 80) 0.00

USOC SUMMARY (PAGE 35) 954 389-8341

TOTAL BILLED FROM EARNING NUMBER 954 389-8341 15.61

## CHARGES BILLED FROM EARNING NUMBER 954 389-9506

SOUTH  
MONTHLY SERVICE (ITEMS 81-82) 33.28

OTHER CHARGES AND CREDITS (ITEM 83) 35.00

ITEMIZED CALLS 0.00

LOCAL USAGE (ITEMS 84-85) 14.43

USOC SUMMARY (PAGE 37) 954 389-9506

TOTAL BILLED FROM EARNING NUMBER 954 389-9506 82.71

## CHARGES BILLED FROM EARNING NUMBER 954 418-8889

SOUTH  
MONTHLY SERVICE (ITEMS 86-87) 13.77

LOCAL USAGE (ITEM 88) 0.00

TAX (ITEM 89) 0.10

USOC SUMMARY (PAGE 39) 954 418-8889

TOTAL BILLED FROM EARNING NUMBER 954 418-8889 13.87

## CHARGES BILLED FROM EARNING NUMBER 954 421-5860

SOUTH  
MONTHLY SERVICE (ITEMS 90-91) 19.31

ITEMIZED CALLS (ITEM 92) 0.05

LOCAL USAGE (ITEMS 93-96) 6.02

TAX (ITEM 97) 0.16

USOC SUMMARY (PAGE 41) 954 421-5860

TOTAL BILLED FROM EARNING NUMBER 954 421-5860 25.54

## CHARGES BILLED FROM EARNING NUMBER 954 749-0955

SOUTH  
MONTHLY SERVICE (ITEMS 98-99) 17.87

ITEMIZED CALLS (ITEM 100) 1.85

LOCAL USAGE (ITEMS 101-104) 5.82

TAX (ITEM 105) 0.14

USOC SUMMARY (PAGE 44) 954 749-0955  
AL BILLED FROM EARNING NUMBER 954 749-0955 25.68

## RGES BILLED FROM EARNING NUMBER 954 796-1647

LSOUTH  
MONTHLY SERVICE (ITEMS 106-107) 23.00  
LOCAL USAGE (ITEM 108) 0.00  
TAX (ITEM 109) 0.20  
USOC SUMMARY (PAGE 47) 954 796-1647  
AL BILLED FROM EARNING NUMBER 954 796-1647 23.20

## RGES BILLED FROM EARNING NUMBER 954 973-7506

LSOUTH  
MONTHLY SERVICE (ITEMS 110-111) 29.11  
OTHER CHARGES AND CREDITS (ITEMS 112-113) 6.79  
ITEMIZED CALLS (ITEMS 114-115) 0.31  
LOCAL USAGE (ITEMS 116-118) 0.19  
USOC SUMMARY (PAGE 49) 954 973-7506  
OTAL 36.40  
AL BILLED FROM EARNING NUMBER 954 973-7506 36.40

## LING NUMBER CHARGES

LSOUTH (SEE PAGE 59)  
TELECOMMUNICATIONS ACCESS SYSTEM ACT SURCHARGE \*\* 2.04  
DIRECTORY ASSISTANCE (ITEM 119) 0.22  
TAXES AND FRANCHISE 0.00  
EMERGENCY 911 SERVICE \*\* (ITEMS 120-123) 7.70  
USOC SUMMARY (PAGE 51) BILLING NUMBERORIDA 511 (SEE PAGE 60)  
R SERVICE PROVIDER 0.50

TAL CURRENT CHARGES 555.09

BELLSOUTH  
FLORIDA 511BILLING QUESTIONS: TO PLACE AN ORDER:  
1-800-872-3116 1-800-872-3116  
SEE OTHER SERVICE PROVIDER PAGE

## CHARGES FOR EARNING NUMBER 561 451-8246

### MONTHLY SERVICE

1. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	17.88
2. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	21.38

### OTHER CHARGES AND CREDITS

JUL 16, 1997 SO-NRFPK1H6 PON-0057FL

EARNING NUMBER 451-8246

PON 0057FL

CHARGE FOR NEW SERVICE FROM JUL 17 97 THRU JUL 24 97

3. ESC THREE-WAY CALLING (\$3.08/MO)	0.82
4. ESM CALL FORWARDING (\$2.46/MO)	0.66
5. ESX CALL WAITING (\$3.28/MO)	0.87
6. NXMCR TOUCHSTAR® SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT (\$6.15/MO)	1.64
7. 1MRCL RESIDENTIAL MESSAGE RATE LINE (\$5.07/MO)	1.35
8. 9LM FCC CHARGE FOR NETWORK ACCESS (\$3.50/MO)	0.93
9. CHARGE FOR PROCESSING CHANGE IN SERVICE	10.00
10. YOUR LOCAL TOLL COMPANY FOR Q95-8923 IS	

SPRINT

LINE -

11. IF YOUR INTRALATA LONG DISTANCE COMPANY(S) IS  
 INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS  
 STATEMENT AND MAIL IT WITH YOUR PAYMENT  
 CREDIT FOR ADDING FROM JUL 17 97 THRU JUL 24 97

12. MFD4X MULTIPLE FEATURE CREDIT FOR FOUR FEATURES (\$2.46/MO)	0.66
--	------

13. YOUR INTERLATA LONG DISTANCE COMPANY FOR Q95-8923 IS

SPRINT

LINE -

14. IF YOUR INTERLATA LONG DISTANCE COMPANY(S) IS  
 INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS  
 STATEMENT AND MAIL IT WITH YOUR PAYMENT

TOTAL RECURRING OC&C FOR SO-NRFPK1H6	5.61
TOTAL NONRECURRING OC&C FOR SO-NRFPK1H6	10.00
TOTAL OC&C DEBITS	16.27
TOTAL OC&C CREDITS	.66
TOTAL OTHER CHARGES AND CREDITS	15.61

### LOCAL USAGE

Local Usage Summary for 561 451-8246

	Total Calls	Call Allowance	Calls Billed	Rate	
15. Local Usage Summary	45	8	37	.10	3.70
16. Resale Discount at 18.00% for Residential					0.67
TOTAL LOCAL USAGE				3.03	

TOTAL FOR EARNING NUMBER 561 451-8246	40.02
---------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 451-8246

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.08 3.08
1	ESM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL FORWARDING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46 2.46
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.28 3.28
1	MFD4X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR FOUR FEATURES - TOTAL MONTHLY SERVICE - FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46% 2.46%
1	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		6.15 6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
207				



**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 451-8246

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE		5.37
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		5.37
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE		21.38

**BELLSOUTH**

BILLING NUMBER 561 Q95-8923 336  
BILLING PERIOD JUL 25, 1997 00021  
PAGE 4

**CHARGES FOR EARNING NUMBER 561 470-0928**

**MONTHLY SERVICE**

17. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	17.88
18. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	21.38

**LOCAL USAGE**

**Local Usage Summary for 561 470-0928**

	Total Calls	Call Allowance	Calls Billed	Rate	
19. Local Usage Summary	1	30	0	.10	0.00
TOTAL LOCAL USAGE				.00	

TOTAL FOR EARNING NUMBER 561 470-0928	21.38
---------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 470-0928

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.08 3.08
1	ESM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL FORWARDING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46 2.46
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.28 3.28
1	MFD4X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR FOUR FEATURES -TOTAL MONTHLY SERVICE - FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46\$ 2.46\$
1	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		6.15 6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 470-0928

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE		5.37
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		5.37
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE		21.38

## CHARGES FOR EARNING NUMBER 561 748-8608

### MONTHLY SERVICE

20. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	20.96
21. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	24.46

### OTHER CHARGES AND CREDITS

JUL 21, 1997 SO-NR1M6MH3 PON-0079FL

EARNING NUMBER 748-8608

PON 0079FL

LINE 748-8608

CHARGE FOR NEW SERVICE FROM JUL 22 97 THRU JUL 24 97

22. 1FRCL RESIDENTIAL LINE (\$8.24/MO)	(F)	0.82
--	-----	------

23. YOUR LOCAL TOLL COMPANY FOR 748-8608 IS

MCI

24. IF YOUR INTRALATA LONG DISTANCE COMPANY(S) IS  
 INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS  
 STATEMENT AND MAIL IT WITH YOUR PAYMENT

25. YOUR INTERLATA LONG DISTANCE COMPANY FOR 748-8608 IS

MCI

26. IF YOUR INTERLATA LONG DISTANCE COMPANY(S) IS  
 INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS  
 STATEMENT AND MAIL IT WITH YOUR PAYMENT

CHARGE FOR NEW SERVICE FROM JUL 22 97 THRU JUL 24 97

27. ESC THREE-WAY CALLING (\$3.08/MO)	(F)	0.31
---------------------------------------	-----	------

28. ESX CALL WAITING (\$3.28/MO)	(F)	0.33
----------------------------------	-----	------

29. NPU LISTING-NOT IN DIRECTORY OR		
-------------------------------------	--	--

DIRECTORY ASSISTANCE (\$1.44/MO)	(F)	0.14
----------------------------------	-----	------

30. NXMCR TOUCHSTAR® SVC, CALLER ID		
-------------------------------------	--	--

DELUXE NAME/NUMBER DELIVERY		
-----------------------------	--	--

WITH ANONYMOUS CALL REJECT (\$6.15/MO)	(F)	0.62
--	-----	------

31. 9LM FCC CHARGE FOR NETWORK ACCESS (\$3.50/MO)		0.35
---	--	------

32. CHARGE FOR SERVICE CONNECTED - FIRST LINE		40.00
---	--	-------

33. CREDIT FOR ADDING FROM JUL 22 97 THRU JUL 24 97		
---	--	--

MFD3X MULTIPLE FEATURE CREDIT FOR		
-----------------------------------	--	--

THREE FEATURES (\$1.23/MO)	(F)	0.12
----------------------------	-----	------

TOTAL RECURRING OC&C FOR SO-NR1M6MH3	2.45
--------------------------------------	------

TOTAL NONRECURRING OC&C FOR SO-NR1M6MH3	40.00
---	-------

TOTAL OC&C DEBITS	42.57
-------------------	-------

TOTAL OC&C CREDITS	.125
--------------------	------

TOTAL OTHER CHARGES AND CREDITS	42.45
---------------------------------	-------

### TAXES AND FRANCHISE

34. FRANCHISE CHARGE	0.23
----------------------	------

TOTAL TAX APPLIED	.23
-------------------	-----

TOTAL FOR EARNING NUMBER 561 748-8608	67.14
---------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 748-8608

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1FRCL	5617488608 RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR 5617488608	F	8.24 8.24
1	CREX4	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOM TOLL RESTRICTION TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	3.08 3.08
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	3.28 3.28
1	MFD3X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR THREE FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	1.23¢ 1.23¢
1	NOB	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALLING NUMBER DELIVERY BLOCKING - PER LINE - AGENCY TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 748-8608

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	1.44  1.44
1	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	6.15  6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00  0.00
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED  TOTAL MONTHLY SERVICE		3.50  3.50  24.46

## CHARGES FOR EARNING NUMBER 561 750-7094

### MONTHLY SERVICE

35. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	17.88
36. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	21.38

### OTHER CHARGES AND CREDITS

MAY 6, 1997 SO-NRTWN058 PON-0069FL

EARNING NUMBER 750-7094

PON 0069FL

LINE 750-7094

CHARGE FOR NEW SERVICE FROM MAY 7 97 THRU JUL 24 97

37. ESC THREE-WAY CALLING (\$3.08/MO)	8.01
38. ESM CALL FORWARDING (\$2.46/MO)	6.40
39. ESX CALL WAITING (\$3.28/MO)	8.53
40. NXMCR TOUCHSTAR® SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT (\$6.15/MO)	15.99
41. 1MRCL RESIDENTIAL MESSAGE RATE LINE (\$5.07/MO)	13.18
42. YOUR LOCAL TOLL COMPANY FOR 750-7094 IS MCI	
43. IF YOUR INTRALATA LONG DISTANCE COMPANY(S) IS INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS STATEMENT AND MAIL IT WITH YOUR PAYMENT CREDIT FOR ADDING FROM MAY 7 97 THRU JUL 24 97	
44. MFD4X MULTIPLE FEATURE CREDIT FOR FOUR FEATURES (\$2.46/MO)	6.40
45. YOUR INTERLATA LONG DISTANCE COMPANY FOR 750-7094 IS MCI	
46. IF YOUR INTERLATA LONG DISTANCE COMPANY(S) IS INCORRECT CALL YOUR BUSINESS OFFICE OR CORRECT THIS STATEMENT AND MAIL IT WITH YOUR PAYMENT CHARGE FOR NEW SERVICE FROM MAY 7 97 THRU JUL 24 97	
47. 9LM FCC CHARGE FOR NETWORK ACCESS (\$3.50/MO)	9.10
48. CHARGE FOR SERVICE CONNECTED - FIRST LINE	40.00

TOTAL RECURRING OC&C FOR SO-NRTWN058	54.81
TOTAL NONRECURRING OC&C FOR SO-NRTWN058	40.00
TOTAL OC&C DEBITS	101.21
TOTAL OC&C CREDITS	6.40
TOTAL OTHER CHARGES AND CREDITS	94.81

### ITEMIZED CALLS

#### CUSTOMER DIALED CALLS FOR 561 750-7094

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER RC	MIN	TXC	
49. JUL 11	600P	CALL RETRN	000 000-0000		561 750-7094 D	0		.61
50. JUL 20	642P	CALL RETRN	000 000-0000		561 750-7094 D	0		.61
TOTAL CUSTOMER DIALED CALLS FOR 561 750-7094								1.22

DIRECTORY ASST FOR 561 750-7094	1 LOCAL CALLS	0 INTRASTATE CALLS
TOTAL ITEM CALLS FOR EARNING # 561 750-7094	1.22	
DIRECTORY ASST FOR EARNING # 561 750-7094	1 LOCAL CALLS	0 INTRASTATE CALLS

### LOCAL USAGE



CHARGES FOR EARNING NUMBER 561 750-7094 (CONT)

Local Usage Summary for 561 750-7094					
	- Total	Call	Calls		
	Calls	Allowance	Billed	Rate	
	60	78	0	.10	
51.	Local Usage Summary	.....	.....	.....	0.00
	TOTAL LOCAL USAGE	.....	.....	.00	
TOTAL FOR EARNING NUMBER 561 750-7094					117.41

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 561 750-7094

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		<b>5617507094</b>		
1	CREX4	CUSTOM TOLL RESTRICTION		0.00
1	ESC	THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD4X	MULTIPLE FEATURE CREDIT FOR FOUR FEATURES		2.46%
1	NXMCR	TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT		6.15
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE		5.37
		<b>TOTAL MONTHLY SERVICE FOR 5617507094</b>		<b>17.88</b>
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>0.00</b>
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>3.50</b>
		<b>TOTAL MONTHLY SERVICE</b>		<b>21.38</b>

CHARGES FOR EARNING NUMBER 954 V01-3296

**MONTHLY SERVICE**

52. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 . . . . .	0.00
TOTAL MONTHLY SERVICE . . . . .	.00
TOTAL FOR EARNING NUMBER 954 V01-3296 . . . . .	0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 V01-3296

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
2	FLF	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING, NO CHARGE		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		0.00

## CHARGES FOR EARNING NUMBER 954 V03-1807

### MONTHLY SERVICE

53. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 . . . . .	0.00
TOTAL MONTHLY SERVICE . . . . .	.00

### OTHER CHARGES AND CREDITS

APR 17, 1997 SO-RRK6V931

EARNING NUMBER V03-1807

54. CREDIT FOR DISCONTINUED DIRECTORY LISTING FROM APR 18 97 THRU DEC 31 97 (\$3.18/MO). . . . .	26.825
---	--------

TOTAL RECURRING OC&C FOR SO-RRK6V931 . . . . .	26.825
TOTAL NONRECURRING OC&C FOR SO-RRK6V931 . . . . .	.00

TOTAL OC&C DEBITS . . . . .	.00
TOTAL OC&C CREDITS . . . . .	26.825

TOTAL OTHER CHARGES AND CREDITS . . . . .	26.825
---	--------

TOTAL FOR EARNING NUMBER 954 V03-1807 . . . . .	26.825
---	--------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 V03-1807

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	FAL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		0.00

CHARGES FOR EARNING NUMBER 954 V03-4556

**MONTHLY SERVICE**

55. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 . . . . .	0.00
TOTAL MONTHLY SERVICE . . . . .	.00
TOTAL FOR EARNING NUMBER 954 V03-4556 . . . . .	0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 V03-4556

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	FLF	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING, NO CHARGE		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		0.00



CHARGES FOR EARNING NUMBER 954 V34-6155

**MONTHLY SERVICE**

56. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 . . . . . 0.00  
TOTAL MONTHLY SERVICE . . . . . .00

**OTHER CHARGES AND CREDITS**

JUL 14, 1997 SO-RRYTV181

EARNING NUMBER V34-6155

57. CHARGE FOR PROCESSING CHANGE IN SERVICE . . . . . 19.00

TOTAL RECURRING OC&C FOR SO-RRYTV181 . . . . . .00  
TOTAL NONRECURRING OC&C FOR SO-RRYTV181 . . . . . 19.00

TOTAL OC&C DEBITS . . . . . 19.00  
TOTAL OC&C CREDITS . . . . . .00

TOTAL OTHER CHARGES AND CREDITS . . . . . 19.00

TOTAL FOR EARNING NUMBER 954 V34-6155 . . . . . 19.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 V34-6155

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	FLF	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING. NO CHARGE		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		0.00
225				

CHARGES FOR EARNING NUMBER 954 V81-9740

**MONTHLY SERVICE**

58. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	0.00
TOTAL MONTHLY SERVICE	.00
TAL FOR EARNING NUMBER 954 V81-9740	0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 V81-9740

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	FAL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		0.00
227				

CHARGES FOR EARNING NUMBER 954 341-4091

MONTHLY SERVICE

59. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 ..... 19.50  
60. FCC CHARGE FOR INTERSTATE TOLL ACCESS ..... 3.50  
TOTAL MONTHLY SERVICE ..... 23.00

ITEMIZED CALLS

ITEMIZED CALLS FOR 954 341-4091

TOTAL ITEMIZED CALLS FOR 954 341-4091 ..... .00  
DIRECTORY ASST FOR 954 341-4091 1 LOCAL CALLS 0 INTRASTATE CALLS  
TOTAL ITEM CALLS FOR EARNING # 954 341-4091 ..... .00  
DIRECTORY ASST FOR EARNING # 954 341-4091 1 LOCAL CALLS 0 INTRASTATE CALLS

LOCAL USAGE

Local Usage Summary for 954 341-4091  
Total Call Calls  
Calls Allowance Billed Rate  
19 30 0 .10  
61. Local Usage Summary ..... 0.00  
TOTAL LOCAL USAGE ..... .00

TAXES AND FRANCHISE

62. FRANCHISE CHARGE ..... 0.20  
TOTAL TAX APPLIED ..... .20  
TOTAL FOR EARNING NUMBER 954 341-4091 ..... 23.20

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 341-4091

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	CREX4	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOM TOLL RESTRICTION		0.00
1	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING	F	3.08
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.08
1	ESM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL FORWARDING	F	2.46
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING	F	3.28
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.28
1	MFD4X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR FOUR FEATURES	F	2.46
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46
1	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE	F	1.44
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		1.44
		COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 341-4091

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	NXMCR	TOUCHSTAR SVC. CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	5.55
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50
		TOTAL MONTHLY SERVICE		23.00

CHARGES FOR EARNING NUMBER 954 349-4937

MONTHLY SERVICE

63. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	8.83
64. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	12.33

ITEMIZED CALLS

ITEMIZED CALLS FOR 954 349-4937

TOTAL ITEMIZED CALLS FOR 954 349-4937	.00		
DIRECTORY ASST FOR 954 349-4937	8 LOCAL CALLS	0 INTRASTATE CALLS	
TOTAL ITEM CALLS FOR EARNING # 954 349-4937	.00		
DIRECTORY ASST FOR EARNING # 954 349-4937	8 LOCAL CALLS	0 INTRASTATE CALLS	

LOCAL USAGE

Local Usage Summary for 954 349-4937					
	Total	Call	Calls	Rate	
	68	30	38	.10	
65. Local Usage Summary					3.80
66. Resale Discount at 18.00% for Residential					0.62
TOTAL LOCAL USAGE				3.12	

TOTAL FOR EARNING NUMBER 954 349-4937 15.45



## USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE

EARNING NUMBER 954 349-4937

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	CREX4	954 349-4937 CUSTOM TOLL RESTRICTION		0.00
1	ESX	CALL WAITING		3.28
1	1MR	RESIDENTIAL MESSAGE RATE LINE		5.55
		TOTAL MONTHLY SERVICE FOR 954 349-4937		8.83
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50
		TOTAL MONTHLY SERVICE		12.33

## CHARGES FOR EARNING NUMBER 954 349-6643

### MONTHLY SERVICE

57. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	5.55
58. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	9.05

### LOCAL USAGE

#### Local Usage Summary for 954 349-6643

	Total Calls	Call Allowance	Calls Billed	Rate	
69. Local Usage Summary	55	30	25	.10	2.50
70. Resale Discount at 18.00% for Residential					0.45%
TOTAL LOCAL USAGE				2.05	

TAL FOR EARNING NUMBER 954 349-6643	11.10
-------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 349-6643

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	CREX4	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOM TOLL RESTRICTION		0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
1	1MR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE		5.55
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		5.55
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50
		TOTAL MONTHLY SERVICE		9.05

CHARGES FOR EARNING NUMBER 954 384-1329

**MONTHLY SERVICE**

71.MONTHLY SERVICE - JUL 25 THROUGH AUG 24	8.73
72.FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
73.MAINTENANCE PLAN(S) **	3.00
TOTAL MONTHLY SERVICE	15.23
TOTAL FOR EARNING NUMBER 954 384-1329	15.23

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 384-1329

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1FR	954 384-1329 RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR 954 384-1329		8.73 8.73
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	SEQ1X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED INSIDE WIRE MAINTENANCE SERVICE PLAN TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.00 3.00
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50 3.50
		TOTAL MONTHLY SERVICE		15.23

## CHARGES FOR EARNING NUMBER 954 384-2931

**MONTHLY SERVICE**

74. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	12.01
75. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
76. MAINTENANCE PLAN(S) **	3.00
TOTAL MONTHLY SERVICE	18.51

**ITEMIZED CALLS****ITEMIZED CALLS FOR 954 384-2931**

TOTAL ITEMIZED CALLS FOR 954 384-2931 . . . . .00

DIRECTORY ASST FOR 954 384-2931 1 LOCAL CALLS 0 INTRASTATE CALLS

TOTAL ITEM CALLS FOR EARNING # 954 384-2931 . . . . .00

DIRECTORY ASST FOR EARNING # 954 384-2931 1 LOCAL CALLS 0 INTRASTATE CALLS

TOTAL FOR EARNING NUMBER 954 384-2931 . . . . .18.51

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 384-2931

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.28 3.28
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	SEQ1X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED INSIDE WIRE MAINTENANCE SERVICE PLAN TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.00 3.00
1	1FR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		8.73 8.73
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50 3.50
		TOTAL MONTHLY SERVICE		18.51

CHARGES FOR EARNING NUMBER 954 389-8341

**MONTHLY SERVICE**

77. MONTHLY SERVICE - JUL 25 THROUGH AUG 24 . . . . . 11.50  
78. FCC CHARGE FOR INTERSTATE TOLL ACCESS . . . . . 3.50  
TOTAL MONTHLY SERVICE . . . . . 15.00

**ITEMIZED CALLS**

**CUSTOMER DIALED CALLS FOR 954 389-8341**

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER RC	MIN	TXC	
79. JUL 13	1126A	RPT DIALNG	000 000-0000		954 389-8341 D	0		.61
TOTAL CUSTOMER DIALED CALLS FOR 954 389-8341								.61
DIRECTORY ASST FOR 954 389-8341					1 LOCAL CALLS		1 INTRASTATE CALLS	
TOTAL ITEM CALLS FOR EARNING # 954 389-8341 . . .								.61
DIRECTORY ASST FOR EARNING # 954 389-8341					1 LOCAL CALLS		1 INTRASTATE CALLS	

**LOCAL USAGE**

Local Usage Summary for 954 389-8341					
	Total	Call	Calls	Rate	
	Calls	Allowance	Billed		
80.	16	30	0	.10	0.0
Local Usage Summary . . . . .					0.0
TOTAL LOCAL USAGE . . . . .					.00
TOTAL FOR EARNING NUMBER 954 389-8341 . . . . .					15.61



**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 389-8341

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		954 389-8341		
1	CREX4	CUSTOM TOLL RESTRICTION		0.00
1	ESC	THREE-WAY CALLING		3.08
1	ESX	CALL WAITING		3.28
1	1MR	RESIDENTIAL MESSAGE RATE LINE		5.55
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR 954 389-8341		15.41
1	MFD2X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR TWO FEATURES		0.41R
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.41R
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
		TOTAL MONTHLY SERVICE		15.00

## CHARGES FOR EARNING NUMBER 954 389-9506

### MONTHLY SERVICE

81. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	26.28
82. FCC CHARGE FOR INTERSTATE TOLL ACCESS	7.00
TOTAL MONTHLY SERVICE	33.28

### OTHER CHARGES AND CREDITS

JUN 26, 1997 SO-ZRBF5651BR

EARNING NUMBER 389-9506

83. ONE-TIME CHARGE FOR TROUBLE DETERMINATION SIMPLE	35.00
TOTAL RECURRING OC&C FOR SO-ZRBF5651BR	.00
TOTAL NONRECURRING OC&C FOR SO-ZRBF5651BR	35.00
TOTAL OC&C DEBITS	35.00
TOTAL OC&C CREDITS	.00
TOTAL OTHER CHARGES AND CREDITS	35.00

### ITEMIZED CALLS

#### ITEMIZED CALLS FOR 954 389-9506

TOTAL ITEMIZED CALLS FOR 954 389-9506	.00		
DIRECTORY ASST FOR 954 389-9506	1 LOCAL CALLS	0 INTRASTATE CALLS	
TOTAL ITEM CALLS FOR EARNING # 954 389-9506	.00		
DIRECTORY ASST FOR EARNING # 954 389-9506	1 LOCAL CALLS	0 INTRASTATE CALLS	

### LOCAL USAGE

Local Usage Summary for 954 389-9506				
	Total	Call	Calls	Rate
	Calls	Allowance	Billed	
	236	60	176	.10
84. Local Usage Summary				17.6
85. Resale Discount at 18.00% for Residential				3.1
TOTAL LOCAL USAGE			14.43	

TOTAL FOR EARNING NUMBER 954 389-9506	82.71
---------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 389-9506

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		<b>954 384-8573</b>		
1	ESC	THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD3X	MULTIPLE FEATURE CREDIT FOR THREE FEATURES		1.23 <del>5</del>
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE		5.55
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		<b>TOTAL MONTHLY SERVICE FOR 954 384-8573</b>		<b>16.64</b>
		<b>954 389-9506</b>		
1	ESC	THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD3X	MULTIPLE FEATURE CREDIT FOR THREE FEATURES		1.23 <del>5</del>
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE		5.55
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		<b>TOTAL MONTHLY SERVICE FOR 954 389-9506</b>		<b>16.64</b>
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>0.00</b>
		<b>TOTAL MONTHLY SERVICE</b>		<b>33.28</b>

CHARGES FOR EARNING NUMBER 954 418-8889

MONTHLY SERVICE

86. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	10.27
87. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	13.77

LOCAL USAGE

Local Usage Summary for 954 418-8889				
	Total	Call	Calls	Rate
	Calls	Allowance	Billed	
	5	30	0	.10
88. Local Usage Summary	0.00			
TOTAL LOCAL USAGE	.00			

TAXES AND FRANCHISE

89. FRANCHISE CHARGE	0.10
TOTAL TAX APPLIED	.10
TOTAL FOR EARNING NUMBER 954 418-8889	13.87

USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE

EARNING NUMBER 954 418-8889

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	3.28  3.28
1	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	1.44  1.44
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00  0.00
1	1MR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	5.55  5.55
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50  3.50
		TOTAL MONTHLY SERVICE		13.77

## CHARGES FOR EARNING NUMBER 954 421-5860

### MONTHLY SERVICE

90. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	15.81
91. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	19.31

### ITEMIZED CALLS

#### CUSTOMER DIALED CALLS FOR 954 421-5860

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER	RC	MIN	TXC	
92. JUL 2	1003P	WPALMBEACH FL	561 793-9689	DEERFLDBCH FL	954 421-5860	N	.4		.05
TOTAL CUSTOMER DIALED CALLS FOR 954 421-5860									.05

DIRECTORY ASST FOR 954 421-5860 1 LOCAL CALLS 0 INTRASTATE CALLS

TOTAL ITEM CALLS FOR EARNING # 954 421-5860 . . . . .05

DIRECTORY ASST FOR EARNING # 954 421-5860 1 LOCAL CALLS 0 INTRASTATE CALLS

### LOCAL USAGE

Local Usage Summary for 954 421-5860				
	Total	Call	Calls	Rate
	Calls	Allowance	Billed	
	66	30	36	.10
93.	Local Usage Summary			3.60
	Local Usage Summary for 954 421-5860			
	Local Message Usage to the Expanded Area			
	Calls	Rate	Charges	
	15	.25	3.75	
94.	Local Usage Summary			3.75
95.	Resale Discount at 18.00% for Residential			0.65
96.	Resale Discount at 18.00% for Residential			0.68
TOTAL LOCAL USAGE				6.02

### TAXES AND FRANCHISE

97.	FRANCHISE CHARGE	0.16
	TOTAL TAX APPLIED	.16
TOTAL FOR EARNING NUMBER 954 421-5860		25.54

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 421-5860

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	CREX4	954 421-5860 CUSTOM TOLL RESTRICTION COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	ESC	THREE-WAY CALLING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	3.08 3.08
1	MFD2X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR TWO FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	0.41\$ 0.41\$
1	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	1.44 1.44
1	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	6.15 6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 421-5860

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	5.55  5.55
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50  3.50
		TOTAL MONTHLY SERVICE		19.31



## CHARGES FOR EARNING NUMBER 954 749-0955

### MONTHLY SERVICE

98. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	14.37
99. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	17.87

### ITEMIZED CALLS

#### COLLECT CALLS FOR 954 749-0955

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER	RC	MIN	TXC	
100. JUL 21	415P	FTLAUDERDL FL	954 749-0955	FTLAUDERDL FL	954 389-9813	DS	1	F	1.60
FEE FOR USE OF PUBLIC PAYPHONE									.25
TOTAL COLLECT CALLS FOR 954 749-0955									1.85

DIRECTORY ASST FOR 954 749-0955 2 LOCAL CALLS 0 INTRASTATE CALLS

TOTAL ITEM CALLS FOR EARNING # 954 749-0955 1.85

DIRECTORY ASST FOR EARNING # 954 749-0955 2 LOCAL CALLS 0 INTRASTATE CALLS

### LOCAL USAGE

#### Local Usage Summary for 954 749-0955

Total	Call
Calls	Allowance
91	30

Calls  
Billed  
61

Rate  
.10

101. Local Usage Summary 6.10

#### Local Usage Summary for 954 749-0955

##### Local Message Usage to the Expanded Area

Calls	Rate
4	.25

Charges  
1.00

102. Local Usage Summary 1.00

103. Resale Discount at 18.00% for Residential 1.10

104. Resale Discount at 18.00% for Residential 0.18

TOTAL LOCAL USAGE 5.82

*INR Rate 9/12*  
*A35.1*

*Message Rate*  
*(not ftz measure)*

*(639 before discount)*

### TAXES AND FRANCHISE

105. FRANCHISE CHARGE	0.14
TOTAL TAX APPLIED	.14
TOTAL FOR EARNING NUMBER 954 749-0955	25.68

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 749-0955

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	CREX4	954 749-0955 CUSTOM TOLL RESTRICTION COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	ESC	THREE-WAY CALLING TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	3.08 3.08
1	MFD2X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR TWO FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	0.41% 0.41%
1	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	6.15 6.15
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	5.55 5.55

 AB.5.1  
 5.55

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 749-0955

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		3.50
		TOTAL MONTHLY SERVICE		17.87

## CHARGES FOR EARNING NUMBER 954 796-1647

### MONTHLY SERVICE

06. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	19.50
07. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	23.00

### LOCAL USAGE

Local Usage Summary for 954 796-1647				
	Total	Call	Calls	Rate
	Calls	Allowance	Billed	
	0	30	0	.10
08. Local Usage Summary				0.00
TOTAL LOCAL USAGE				.00

### TAXES AND FRANCHISE

09. FRANCHISE CHARGE	0.20
TOTAL TAX APPLIED	.20
TOTAL FOR EARNING NUMBER 954 796-1647	23.20

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 796-1647

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		<b>954 796-1647</b>		
1	ESC	THREE-WAY CALLING	F	3.08
1	ESM	CALL FORWARDING	F	2.46
1	ESX	CALL WAITING	F	3.28
1	MFD4X	MULTIPLE FEATURE CREDIT FOR FOUR FEATURES	F	2.46
1	NXMCR	TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT	F	6.15
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE	F	5.55
		<b>TOTAL MONTHLY SERVICE FOR 954 796-1647</b>		<b>18.06</b>
1	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE	F	1.44
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>1.44</b>
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER		0.00
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>0.00</b>
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		3.50
		<b>TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED</b>		<b>3.50</b>
		<b>TOTAL MONTHLY SERVICE</b>		<b>23.00</b>

## CHARGES FOR EARNING NUMBER 954 973-7506

### MONTHLY SERVICE

10. MONTHLY SERVICE - JUL 25 THROUGH AUG 24	25.61
11. FCC CHARGE FOR INTERSTATE TOLL ACCESS	3.50
TOTAL MONTHLY SERVICE	29.11

### OTHER CHARGES AND CREDITS

JUL 17, 1997 SO-RRQ17816

EARNING NUMBER 973-7506

12. CHARGE FROM JUL 18 97 THRU JUL 24 97 DUE TO CHANGE IN BILLING FOR SERVICE(S) PROVIDED ON NUMBER 973-7506 (\$3.50/MO)	0.82
13. CHARGE FROM JUL 18 97 THRU JUL 24 97 DUE TO CHANGE IN BILLING FOR SERVICE(S) PROVIDED ON NUMBER 973-7506 (\$25.61/MO)	5.97
TOTAL RECURRING OC&C FOR SO-RRQ17816	6.79
TOTAL NONRECURRING OC&C FOR SO-RRQ17816	.00
TOTAL OC&C DEBITS	6.79
TOTAL OC&C CREDITS	.00
TOTAL OTHER CHARGES AND CREDITS	6.79

### ITEMIZED CALLS

#### CUSTOMER DIALED CALLS FOR 954 973-7506

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER RC	MIN	TXC	
114. JUL 9	346P	WPALMBEACH FL	561 684-5533	POMPANO BCH FL	954 973-7506 D	.8		.14
115. JUL 13	121P	WPALMBEACH FL	561 684-5533	POMPANO BCH FL	954 973-7506 N	1.6		.17
TOTAL CUSTOMER DIALED CALLS FOR 954 973-7506							.31	

DIRECTORY ASST FOR 954 973-7506	1 LOCAL CALLS	0 INTRASTATE CALLS
TOTAL ITEM CALLS FOR EARNING # 954 973-7506	.31	
DIRECTORY ASST FOR EARNING # 954 973-7506	1 LOCAL CALLS	0 INTRASTATE CALLS

### LOCAL USAGE

#### CUSTOMER DIALED CALLS FOR 954 973-7506

DATE	TIME	TO PLACE	TO NUMBER	FROM PLACE	FROM NUMBER RC	MIN	TXC	
116. JUL 16	218P	MIAMI FL	305 638-8942	POMPANO BCH FL	954 973-7506 D	3		.22
TOTAL CUSTOMER DIALED CALLS FOR 954 973-7506							.00	

Local Usage Summary for 954 973-7506  
 Local Measured Usage to the Expanded Area

Calls	Total Mins	Charges
1	3	.22

117. Local Usage Summary	0.22
118. Resale Discount at 12.00% for Business	0.03
TOTAL LOCAL USAGE	.19

TOTAL FOR EARNING NUMBER 954 973-7506	36.40
---------------------------------------	-------

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 973-7506

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1FB	954 973-7506 BUSINESS LINE TOTAL MONTHLY SERVICE FOR 954 973-7506		25.61 25.61
1	CPERN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOMER OWNED CONNECTION EQUIPMENT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	DTSFR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FLAT RATE BUSINESS SERVICE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	NP3	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
1	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH		3.50

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

EARNING NUMBER 954 973-7506

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		NO STATION NUMBER ASSIGNED		3.50
		TOTAL MONTHLY SERVICE		29.11
		- 255		



**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1FRCL	5617488608 RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR 5617488608	F	8.24 8.24
1	CREX4	5617507094 CUSTOM TOLL RESTRICTION		0.00
1	ESC	THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD4X	MULTIPLE FEATURE CREDIT FOR FOUR FEATURES		2.46
1	NXMCR	TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT		6.15
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR 5617507094		5.37 17.88
1	CREX4	954 349-4937 CUSTOM TOLL RESTRICTION		0.00
1	ESX	CALL WAITING		3.28
1	1MR	RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR 954 349-4937		5.55 8.83
1	1FR	954 384-1329 RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR 954 384-1329		8.73 8.73
1	ESC	954 384-8573 THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD3X	MULTIPLE FEATURE CREDIT FOR THREE FEATURES		1.23
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE		5.55
			256	

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR 954 384-8573		16.64
		954 389-8341		
1	CREX4	CUSTOM TOLL RESTRICTION		0.00
1	ESC	THREE-WAY CALLING		3.08
1	ESX	CALL WAITING		3.28
1	1MR	RESIDENTIAL MESSAGE RATE LINE		5.55
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR 954 389-8341		15.41
		954 389-9506		
1	ESC	THREE-WAY CALLING		3.08
1	ESM	CALL FORWARDING		2.46
1	ESX	CALL WAITING		3.28
1	MFD3X	MULTIPLE FEATURE CREDIT FOR THREE FEATURES		1.23
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE		5.55
1	9LM	FCC CHARGE FOR NETWORK ACCESS		3.50
		TOTAL MONTHLY SERVICE FOR 954 389-9506		16.64
		954 421-5860		
1	CREX4	CUSTOM TOLL RESTRICTION		0.00
		TOTAL MONTHLY SERVICE FOR 954 421-5860		0.00
		954 749-0955		
1	CREX4	CUSTOM TOLL RESTRICTION		0.00
		TOTAL MONTHLY SERVICE FOR 954 749-0955		0.00
		954 796-1647		
1	ESC	THREE-WAY CALLING	F	3.08
1	ESM	CALL FORWARDING	F	2.46

F 257

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	ESX	CALL WAITING	F	3.28
1	MFD4X	MULTIPLE FEATURE CREDIT FOR FOUR FEATURES	F	2.46
1	NXMCR	TOUCHSTAR SVC. CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT	F	6.15
1	1MRCL	RESIDENTIAL MESSAGE RATE LINE	F	5.55
		TOTAL MONTHLY SERVICE FOR 954 796-1647		18.06
1	1FB	954 973-7506 BUSINESS LINE		25.61
		TOTAL MONTHLY SERVICE FOR 954 973-7506		25.61
1	CPERN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOMER OWNED CONNECTION EQUIPMENT		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
3	CREX4	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CUSTOM TOLL RESTRICTION		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
1	DTSFR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FLAT RATE BUSINESS SERVICE		0.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
2	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING	258	6.16
		TOTAL MONTHLY SERVICE		

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		6.16
4	ESC	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED THREE-WAY CALLING TOTAL MONTHLY SERVICE	F	12.32
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		12.32
2	ESM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL FORWARDING TOTAL MONTHLY SERVICE		4.92
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		4.92
1	ESM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL FORWARDING TOTAL MONTHLY SERVICE	F	2.46
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		2.46
3	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE		9.84
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		9.84
3	ESX	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALL WAITING TOTAL MONTHLY SERVICE	F	9.84
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		9.84
2	FAL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING TOTAL MONTHLY SERVICE	259	0.00

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
		FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00
4	FLF	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FOREIGN DIRECTORY LISTING, NO CHARGE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00  0.00
1	MFD2X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR TWO FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.41\$  0.41\$
2	MFD2X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR TWO FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	0.82\$  0.82\$
1	MFD3X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR THREE FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	1.23\$  1.23\$
2	MFD4X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR FOUR FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		4.92\$  260 4.92\$

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	MFD4X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED MULTIPLE FEATURE CREDIT FOR FOUR FEATURES TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	2.46\$ 2.46\$
1	NOB	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED CALLING NUMBER DELIVERY BLOCKING - PER LINE - AGENCY TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
5	NPU	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	7.20 7.20
1	NP3	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED LISTING-NOT IN DIRECTORY OR DIRECTORY ASSISTANCE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00 0.00
2	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC. CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		12.30 12.30
				<b>261</b> 12.30

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
4	NXMCR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED TOUCHSTAR SVC, CALLER ID DELUXE NAME/NUMBER DELIVERY WITH ANONYMOUS CALL REJECT TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED	F	24.60      24.60
21	RESCN	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESELLER CONTACT NME AND NUMBER TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		0.00      0.00
2	SEQ1X	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED INSIDE WIRE MAINTENANCE SERVICE PLAN TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		6.00      6.00
1	1FR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		8.73      8.73
1	1MR	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		5.55      5.55
		COMMON EQUIPMENT/SERVICE WITH		

**USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE**

BILLING NUMBER

QUANTITY	USOC	DESCRIPTION	TAX CODES	RECURRING CHARGES
1	1MR	NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE	F	5.55
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		5.55
2	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE		10.74
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		10.74
3	1MRCL	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED RESIDENTIAL MESSAGE RATE LINE	F	16.65
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		16.65
14	9LM	COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED FCC CHARGE FOR NETWORK ACCESS		49.00
		TOTAL MONTHLY SERVICE FOR COMMON EQUIPMENT/SERVICE WITH NO STATION NUMBER ASSIGNED		49.00
		TOTAL MONTHLY SERVICE		318.06



## BILLING NUMBER CHARGES

TOTAL MONTHLY SERVICE	252.56
TOTAL MAINTENANCE PLAN(S) **	6.00
TOTAL FCC CHARGE FOR INTERSTATE TOLL ACCESS	59.50
TOTAL OTHER CHARGES AND CREDITS	186.84

TOTAL RECURRING OC&C	42.84
DEBITS	76.84
CREDITS	34.00

TOTAL NONRECURRING OC&C	144.00
DEBITS	144.00
CREDITS	.00

TOTAL ITEMIZED CALLS	4.04
TOTAL LOCAL USAGE	34.66
TELECOMMUNICATIONS ACCESS SYSTEM ACT SURCHARGE **	2.04

### DIRECTORY ASSISTANCE

19. DIRECTORY ASSISTANCE (DA) USAGE	
17 CALLS TO LOCAL DA AT NO CHARGE	
1 CALL TO 555-1212 AT .22 EA	0.22

### TAXES AND FRANCHISE

COMPUTED AT THE SORT LEVEL	
FRANCHISE CHARGE	1.03
TOTAL TAX APPLIED	1.03

TOTAL FRANCHISE CHARGE	1.03
------------------------	------

### EMERGENCY 911 SERVICE \*\*

120. EMERGENCY 911 CHARGE. THIS CHARGE IS BILLED ON BEHALF OF PALM BC COUNTY	0.90
121. EMERGENCY 911 CHARGE. THIS CHARGE IS BILLED ON BEHALF OF PALM BEACH COUNTY	0.30
122. EMERGENCY 911 CHARGE. THIS CHARGE IS BILLED ON BEHALF OF BROWARD COUNTY	6.00
123. EMERGENCY 911 CHARGE. THIS CHARGE IS BILLED ON BEHALF OF BROWARD UNIC COUNTY.	0.50

TOTAL CURRENT CHARGES FOR BELLSOUTH

554.59

BILLING NUMBER 561 Q95-8923 336  
BILLING PERIOD JUL 25, 1997 00021  
PAGE 60

CURRENT CHARGES FOR OTHER SERVICE PROVIDERS  
BILLING NUMBER CHARGES

PAYMENT OF NONREGULATED SERVICE CHARGES WILL NOT RESULT IN DISCONNECTION OF LOCAL SERVICE.  
IF YOU HAVE QUESTIONS ABOUT YOUR CHARGES A CONTACT NUMBER FOR THE PROVIDER IS LISTED WITH THE  
PAGE(S) BELOW.

Calls to FLORIDA 511. If questions, call 1 800 349-1511.

954 384-2931

1 Calls to FLORIDA 511 at \$0.50/call . . . . . 0.50

REGULATED SERVICE CURRENT CHARGES. . . . .

0.50

A PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO THE ABOVE SERVICE PROVIDERS.

**Bridges, Venetta (MCI)**

**From:** Andri Weathersby [Andri.Weathersby@MCI.Com]  
**Sent:** Tuesday, August 05, 1997 10:42 AM  
**To:** Bridges, Venetta (MCI)  
**Subject:** FW: LCSC Issues

Venetta, the attached is a response from Cliff in reference to the issues of LCSC.

apw

-----Original Message-----

**From:** Clifford H. Bowers [SMTP:Clifford.H.Bowers@bridge.bst.bls.com]  
**Sent:** Tuesday, August 05, 1997 2:19 PM  
**To:** Andri Weathersby  
**Cc:** Sharon R. Daniels; Cathy S. Forbes; Amanda J. Grant; Pamela K. Lee; Jon R. Sullivan; Jim Whitson  
**Subject:** LCSC Issues

----- Forwarded Message -----

**Date:** Mon, 4 Aug 1997 16:06:10 -0600  
**From:** Clifford H. Bowers <Clifford.H.Bowers@bridge.bst.bls.com>  
**Subject:** LCSC Issues  
**To:**  
**Cc:** Ilene M. Barnett <Ilene.M.Barnett@bridge.bst.bls.com>,  
Sharon R. Daniels <Sharon.R.Daniels@bridge.bst.bls.com>,  
Cathy S. Forbes <Cathy.Forbes1@bridge.bst.bls.com>,  
Pamela K. Lee <Pamela.Lee@bridge.bst.bls.com>,  
Jon R. Sullivan <Jon.Sullivan1@bridge.bst.bls.com>,  
Jim Whitson <Jim.Whitson1@bridge.bst.bls.com>

Andri,

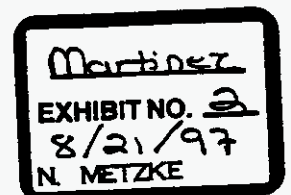
In your July 11, 1997, letter (see attached), you requested clarification on several items associated with attachment VIII, section 2.1.2, of the MCI/BellSouth Interconnection agreement. Your first question concerned the processing of orders during "downtime". Downtime due to system failures should be minimal since our Local Exchange Navigation System (LENS) utilizes redundant servers. Should there be a system failure, MCI can fax orders to the LCSC or send orders via EDI once it is operational.

Question two concerned MCI's expectations of BellSouth for responses to orders. All LSR's sent electronically should flow through and provide FOC back to the CLEC in basically the same time frames regardless of the time of day delivered. Any LSR's which require manual intervention for initial order issuance or fallout resolution will be handled during the basic core hours of 8:30 a.m. to 5:00 p.m., Monday through Friday.

Your third question concerned a single point of contact. This was addressed in Ilene Barnett's 7/11/97 letter to you. As information, the BellSouth Ordering Guide for CLEC, Resale Ordering Matrix, specifies which services need to be ordered through the account team as well as any additional information that is required to order the service. The number of lines involved is not used to determine whether an order is complex or simple. Please let me know if you have any question or need more information.

Cliff

----- Forwarded Message -----



TEST ORDERS ADDING A SINGLE FEATURE IN FLORIDA

		Avg		1-2 Days	3-4 Days	5-7 Days	8-10 Days	11-15 Days	16+
FL	7		17	10	3	1	7	7	

**ORDER FOR UNBUNDLED NETWORK ELEMENT COMBINATION**

Attached is a copy of MCI's order for a loop/port UNE combination in Jacksonville and the associated bill received for this combination of elements.

Exhibit No. 4

**JUN 03 '97 15:57**

Remarks PLEASE CONTINUE (11) UNBOUNDED LOCAL LINE ADAT WITH  
(11) UNBOUNDED LOCAL ADAT LINE ADAT AND LOCAL SIMULATED  
CHAMBER OF SHAPING LOCAL START ADAT STARTING. SEE PAGE 12

JUN 03 '97 15:57

303 584 2590

PAGE.03

User Information	
Administrative Section	13500003KA
Location and Access	18411 SHIPWATCH DRIVE EAST
Inside Wire	12:100PM
Bill Section	7710-12810-73184
Disconnect Information	270
Remarks	CONTINUED FROM PG 1. SERVICE. 141 MET ADITT SIMON... INCLUDE ACESIS TOI STANDARD ROUTING COMMON TRAUMA TRANSPORT AND SIGWAILING OPERATED... SITA ACB REMARKS

2

JUN-03-1997 13:57

MC1 LOCAL DC

303 584 2590 P.03/05

# Port Service

Administrative Section

0150001031A

VER: POTY: ORD

01/01/01

013 015

Hunting

Service Details

001 M M . . . . . 0101 . . . . . 01222 02222

MOBILE	CALLER	VID	BLOCK	FA	FEATURE	SGNL	PULSE	TBE
RTM/M	900/976	BLOCK		FA	FEATURE	LS	DTMF	B
				FA	FEATURE			
				FA	FEATURE			
				FA	FEATURE			

MOBILE	CALLER	VID	BLOCK	FA	FEATURE	SGNL	PULSE	TBE
				FA	FEATURE			
				FA	FEATURE			
				FA	FEATURE			
				FA	FEATURE			

Remarks

CONTINUED FROM PG12 SERVICES  
 ASSISTANCE WAS GIVEN AND ACCESS TO ALL INFORMATION  
 VIOLATES

W

JUN 03 '97 15:58

- 274

303 584 2590

PAGE 04

JUN-03-1997 13:57

MC1 LOCAL DC

303 584 2590 P.04/05



Loop Service.

Administrative Section PON: B1510101031K1P- VER 10111 LQTY 100111 PG 1014 OP 1015

Service Details

SYSTEM ID	CABLE ID	JK CODE	JK NUM	JK POS	JR	NIDR	IWK	IWKQ	IWKI	IWKJ
		RT1110	01	919	Y	Y				
		TER		TC OPT		TC TO			TC PER	

SYSTEM ID	CABLE ID	JK CODE	JK NUM	JK POS	JR	NIDR	IWK	IWKQ	IWKI	IWKJ

SYSTEM ID	CABLE ID	JK CODE	JK NUM	JK POS	JR	NIDR	IWK	IWKQ	IWKI	IWKJ

Remarks SIE 9 1251A 1AG1 1END1 USER 1AG2 1PIART 1SERV1104 1AG3

JUN 03 '97 15:58

303 584 2590

PAGE.05

JUN-03-1997 13:58

MC1 LOCAL DC

303 584 2590 P.05/06



USOC SUMMARY - ITEMIZATION OF MONTHLY SERVICE

EARNING NUMBER 904 221-9590

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

QUANTITY	USOC	ENGLISH TRANSLATION	TAX CODES	RECURRING CHARGE
QUANTITY	USOC	ENGLISH TRANSLATION	TAX CODES	RECURRING CHARGE
1	CREX4	CUSTOM TOLL RESTRICTION		.00

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

1	NOB	CALLING NUMBER DELIVERY		.00
		BLOCKING - PER LINE -		
		AGENCY		

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

1	NPU	LISTING-NOT IN DIRECTORY OR	F	1.44
		DIRECTORY ASSISTANCE		

TOTAL MONTHLY SERVICE

FOR COMMON EQUIPMENT/SERVICE WITH	
NO STATION NUMBER ASSIGNED	1.44

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

1	RESCN	RESELLER CONTACT NME AND		.00
		NUMBER		

TOTAL MONTHLY SERVICE

FOR COMMON EQUIPMENT/SERVICE WITH	
NO STATION NUMBER ASSIGNED	.00

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

1	1PR	RESIDENTIAL LINE	F	8.45
---	-----	------------------	---	------

TOTAL MONTHLY SERVICE

FOR COMMON EQUIPMENT/SERVICE WITH	
NO STATION NUMBER ASSIGNED	8.45

COMMON EQUIPMENT/SERVICE WITH  
NO STATION NUMBER ASSIGNED

1	9LM	FCC CHARGE FOR NETWORK		3.50
		ACCESS		

TOTAL MONTHLY SERVICE

FOR COMMON EQUIPMENT/SERVICE WITH	
NO STATION NUMBER ASSIGNED	3.50

TOTAL MONTHLY SERVICE

13.39

Corresp. 121  
BST intraLATA 312

June 18, 1997

Pam Lee  
Sales Assistant Vice President  
BellSouth Interconnection Services  
1960 W Exchange Place, Suite 420  
Tucker, Georgia, 30084

Dear Ms. Lee:

This letter serves as MCI metro's request to have BellSouth submit to MCI stand-alone access service requests (ASRs) in order to allow MCI metro local customers to elect BellSouth for intra LATA toll services.

As you know, MCI metro requires an ASR from BellSouth in order for its customers to select your services for intra LATA toll. Accordingly, your prompt response to this request is essential. You may fax your ASR to the following dedicated fax number for processing (972) 761-4916. We would appreciate recovering your ASR no later than June 30, 1997. If you choose not to send MCI metro an ASR, Please respond in writing.

If you have any questions please feel free to contact me at (404)-267-5611.

Sincerely,

Andri P. Weathersby

cc: Charlene Keys  
Director, Regional Markets

279



**Andri weathersby**

**From:** Kimara L. Uhles [Kimara.Uhles@bridge.bst.bls.com]  
**Sent:** Wednesday, July 09, 1997 7:29 PM  
**To:** Andri Weathersby  
**Cc:** Ilene M. Barnett; Charlene Keys; Pamela K. Lee; Phyllis Maslia; Diane C. Moore  
**Subject:** BST IntraLATA Toll on MCI Facility Based Customers

Andri,

This memorandum is being sent as a response to your letter dated June 18, 1997 to Pam Lee about MCI metro accounts electing BellSouth for intraLATA toll services.

*BellSouth's response follows:*

MCI metro accounts cannot elect BellSouth intraLATA toll services. BellSouth has no capability to bill toll usage to end users that subscribe to local service from a CLEC.

If you have any questions, please call me at 770-492-7521.

Thank you,  
Kim Uhles  
MCI Account Team



MCI Telecommunications  
Corporation

780 Johnson Ferry Road  
Suite 500  
Atlanta, GA 30342

August 5, 1997

Ms. Ilene Barnett  
BellSouth Interconnection  
1960 West Exchange Place Ste. 420  
Tucker, GA 30084


Ilene,

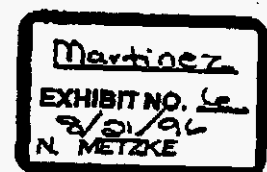
This letter is in response to our meeting on July 2 at which MCI requested to establish a Joint Implementation Team (JIT) with BST to begin the development of a Pre-Ordering interface using the OBF agreed interim TCP/IP SSL3 protocol.

The agreement at that meeting was that BST would provide a response to MCI on regarding our request by July 14<sup>th</sup>. I received a call from Linda Tate during the week of July 21<sup>st</sup> stating that she was still researching our request.

MCI is interested in pursuing this development effort but is constrained by BST's lack of response. Please provide your position on establishing a JIT to begin the development of a Pre-Ordering interface using TCP/IP SSL3 by Monday, August 11<sup>th</sup>.

Thanks in advance for your immediate attention to this matter.

  
Bryan Green  
Sr. Manager  
Systems Implementation  
404-267-5515



280A

**LETTER RE LCSC HOLD TIME CONCERNS**

Attached is a copy of correspondence from BellSouth regarding its investigation of the incident in which MCI was placed on hold for 45 minutes by the LCSC.



Date: Fri May 23, 1997 12:56 pm EDT  
From: Scott Brown / MCI ID: 441-7172

TO: • Ron Martinez / MCI ID: 357-0919  
Subject: Web site, and Letter from Tom Moran  
Message-Id: 97052316561660/0004417172NA3EM

Ron,

The Financial Operations web site is : <http://finops.mcit.com>

Attached is the response from Tom Moran, Director at the BellSouth LCSC in regards to the business orders submitted from Liz Baker. A signed copy of this letter is in route to me.

Scott

Thomas R. Moran  
BellSouth Telecommunications  
Local Carrier Service Center  
Rm. D20  
5147 Peachtree Industrial Blvd.  
Chamblee, Ga. 30341

May 12, 1997

Mr. Scott Brown  
MCI  
780 Johnson Ferry Rd.  
Atlanta, Ga. 30342

Dear Scott:

The Atlanta LCSC was responsible for investigating three of the issues that were provided by Liz Baker to the BellSouth MCI Account Team in regards to problems encountered with the status or issuance of orders. The following is a synopsis of our investigation and procedures put in place to "shore up" identified problem areas in my center:

1. **Alpharetta Ops/Migrate 5 POTS Lines** - We have been provided several different PON's and account numbers to use as a reference to this problem and none of them point to 5 POTS lines. One of the account numbers did point to a large business account that had been migrated to MCI around the time frame mentioned in the memo, but we have no record of phone calls, escalations, or problems with that order.
2. **Macon Sales/Migrate as is 33 lines of Essx** - The issue on this order was concerning handling of complex orders. The Vendor Service Center (VSC), due to the expertise needed, coordinates and issues complex orders for Interconnection Services. The LCSC is still the single point of contact for MCI regarding any order and the LCSC will be responsible for any work that is forwarded to any group outside our direct span of control. Also our Account Team has provided MCI with the proper procedures for submitting "complex" orders and requests to BellSouth. If this is not the case please let me know and I will see that you are provided this information.
3. **Florida Miami Ops/Migrate as is 4 POTS lines** - The order was received on 4/8/97 and clarified back to MCI on that date to resolve missing information. BellSouth contacted MCI after 8 days (4/16/97) to make MCI aware that if the order was not clarified that we would cancel. On Friday 4/18 the order was resubmitted by MCI and was issued on Monday 4/21 with a due date of 4/23. The delays on this order could have been avoided if the clarification had been answered as soon as it was received by MCI on 4/8. Also had we received information on the same day or next after the escalation the order would have been input before the weekend.

I understand that you also are concerned about excessive hold times when calling our center. Our telephone reports do not indicate any excessive delays in queue, but during the time frame that you indicate we had just installed our new phone system and there is a possibility that a problem may have

existed. We are constantly monitoring our system availability to better serve our customers with the goal to serve each customer quickly and efficiently.

Scott, it has been a bit difficult to trace back some of these open issues due to age of the issue by the time it was reported to my group. If issues such as these become a problem immediate action on our part may keep an issue from becoming a problem. I would hope that an escalation to one of our supervisors would have either eliminated the problem or at least provided a satisfactory reason why a request could not be granted. If further escalation is necessary I am available to you or one of your peers. We are also putting in place Customer Support Managers to be an interface between our CLEC customers and Interconnection Services to provide the necessary pipeline to surface issues, problems and help educate us all on how better to do business with each other. They should be available in the early June time frame and I will be providing MCI the name of that person as soon as they have arrived in their new position.

The LCSC is here to serve all of our CLEC customers fairly, quickly, efficiently and equally. I look forward to serving you as a customer and pledge the entire support of the LCSC towards this service.

Sincerely,

Thomas Moran

770-986-2092

cc: Krista Tillman  
Bill Bolt  
Pam Lee

**LETTER FROM BELL SOUTH ACCOUNT TEAM REGARDING STANDARD  
INTERVALS**

Attached is a copy of a letter to MCI from its BellSouth Account Team regarding standard installation intervals.

Date: Tue Apr 08, 1997 05:39 pm EDT  
Source-Date: Tue, 08 Apr 1997 16:14:04 -0500  
From: Bowers Clifford H  
EMS: INTERNET / MCI ID: 376-5414  
MBX: Bowers\_Clifford\_H/AL\_BRHM07@bridge.bellsouth.com  
  
TO: Charlene Keys / MCI ID: 217-6490  
CC: Barnett Ilene M  
EMS: INTERNET / MCI ID: 376-5414  
MBX: Barnett\_Ilene\_M/AL\_BRHM06@bridge.bellsouth.com  
CC: Scott Brown / MCI ID: 441-7172  
CC: Daniels Sharon R  
EMS: INTERNET / MCI ID: 376-5414  
MBX: Daniels\_Sharon\_R/AL\_BRHM07@bridge.bellsouth.com  
CC: Lee Pamela K  
EMS: INTERNET / MCI ID: 376-5414  
MBX: Lee\_Pamela\_K/AL\_BRHM07@bridge.bellsouth.com  
CC: • Wally Schmidt / MCI ID: 216-0113  
Subject: UNESTDIN.XLS  
Message-Id: 97040821390279/0003765414DC6EM  
Source-Msg-Id: <H0000a330ae233e8@MHS>

Charlene,

Pam asked me to send you our intervals for Resale and Unbundled Network Elements. Attached is an Excel spreadsheet that includes our UNE standard intervals. Your request was timely since we just received this information. I am also copying Wally and Scott since they had previously asked about our intervals.

Please notice that this data is proprietary and should only be used as a guideline for estimating intervals for MCI's end users. Also please note that the "Initial Intervals" will, in most cases, be substantially reduced (see "Target Intervals") as we develop and refine our UNE provisioning processes.

Our resale interval guidelines are still under development and should be available in the near future. We will provide them to you as soon as we as we receive them. As information, the scheduling of due dates for resale is addressed in section II, tab 5, of the BellSouth Resale Ordering Guide that was distributed at our CLEC Training Conference last week.

Pam also asked me to put together a presentation/meeting for you that describes the BST ordering and provisioning processes for resale and UNEs. I have started the ball rolling to arrange that and will be contacting you shortly to set it up. Please let me know if you have any questions or need more information.

Cliff

# Unbundled Network Elements Standard Intervals

Intervals specified are no more than the days indicated below:

Tracking #	UNBUNDLED NETWORK ELEMENTS (UNEs)	Intervals In Calendar Days			TYPE OF CIRCUIT
		TO	Svc Inquiry	ICB/Contract	
	<b>ACCESS TO DATABASES</b>				
1	800 Database	30 days		Y	N/A
2	Line Information Database (LIDB)	180 days		Y	N/A
	<b>UNBUNDLED LOOPS</b>				
3A	2W analog voice grade loop	7 days			DES
4	4 W analog voice grade loop	7 days			DES
5	4 w DS1 & PRI digital loop	7 days			DES
6	2W ISDN digital loop	7 days			DES
7	ADSL - 2 W asymmetrical digital subscriber line loop	180 days	Y		DES
8	HDSL - 2w & 4 w high bit rate digital subscriber line loop	180 days	Y		DES
	<b>LOOP CONCENTRATION (Inside Plant)</b>				
9	Loop channelization system	180 days			DES
10	CO Channel Interfaces 2W voice	180 days			DES
11	CO Channel Interfaces 4 W voice	180 days			DES
	<b>SUB LOOPS (Outside Plant)</b>				
12	Loop Feeder	180 days			DES
13	Loop Concentration	180 days	Y		DES
	<b>O/S AND DA UNEs</b>				
14	Operator Call Processing - OPCH, FACH, BLV, EI, ECT	180 days			N/A
15	Operator Call Processing - Facility Based OPCH, FACH, ECT	180 days			N/A
16	Operator Call Processing - Facility Based BLV, EI	180 days			N/A
17	Directory Assistance Access Service (DAAS)	180 days			N/A
18	Directory Assistance Call Completion (DACC)	180 days			N/A
19	Directory Assistance Number Services Intercept (DANSI)	180 days			N/A
20	Directory Assistance Transport	180 days			N/A
21	Directory Assistance Database Service (DADS)	180 days			N/A
22	Direct Access to DA service (DADAS)	180 days			N/A
	<b>NETWORK INTERFACE DEVICE</b>				
23	NID TO NID Cross Connect 2 wire	7 days			DES
24	NID To NID Cross Connect 4 wire	7 days			DES
25	NID Spare Capacity	7 days			DES
	<b>OPEN AIN (OAIN)</b>				
26	OAIN tool kit	180 days		Y	
27	OAIN service management system	180 days		Y	

287

Y=Yes  
DES=Designed Service

Private/Proprietary:  
Not for disclosure outside of BellSouth except under written agreement

Page 1

# Unbundled Network Elements Standard Intervals

Intervals specified are no more than the days indicated below:

Tracking #	UNBUNDLED NETWORK ELEMENTS (UNEs)	Intervals in Calendar Days			TYPE OF CIRCUIT
		TO	Svc Inquiry	ICB/Contract	
	<b>CCS7 SIGNALING TRANSPORT SERVICE</b>				
28	A-Link Signaling	180 days			DES
29	D-Link Signaling	180 days			DES
30	STP	180 days			DES
	<b>UNBUNDLED INTEROFFICE TRANSPORT</b>				
31	Common				DES
	Dedicated	180 days			
32	Interoffice Transport Analog line grade	180 days			DES
33	Interoffice Transport DSO	180 days			DES
34	Interoffice Transport DS1	180 days			DES
35	Interoffice Transport DS3	180 days			DES
	<b>DIGITAL CROSS CONNECT</b>				
37	DCS 1/0	7 days			DES
38	DCS 3/1	7 days			DES
39	DCS 3/0	7 days			DES
40	CUSTOMIZED CALL ROUTING (Selective Routing - LCC)	180 days		ICB	
41	TANDEM SWITCHING				
	<b>UNBUNDLED LOCAL SWITCHING</b>				
42	2W analog line port	7 days			DES
43	Hunting	7 days			DES
44					
45	2 W analog DID trunk port	7 days			DES
46	2 W ISDN digital line side port	7 days			DES
47	4 W ISDN DSI digital trunk port	30 days			DES
48	Switching functionality	7 days			DES
49	Unbundled Local Usage (entire local calling area)	7 days			DES
	<b>UNBUNDLED ACCESS TO OSS</b>				
50	Preorder	180 days		ICB	N/A
51	Order/Provisioning	180 days		ICB	N/A
	EDI	180 days		ICB	
	LEO	180 days		ICB	
	LESOG	180 days		ICB	
	LENS	180 days		ICB	
52	Maintenance/repair	180 days		ICB	N/A
	TAFI	180 days		ICB	

Y=Yes

DES=Designed Service

Private/Proprietary:

Not for disclosure outside of BellSouth except under written agreement

# Unbundled Network Elements Standard Intervals

Intervals specified are no more than the days indicated below:

Tracking #	UNBUNDLED NETWORK ELEMENTS (UNEs)	Intervals in Calendar Days			TYPE OF CIRCUIT
		TO	Svc Inquiry	ICB/Contract	

## OTHER SERVICES REQUIRED

	LOCAL INTERCONNECTION (incl Reciprocal Compensation)				
53	1 way trunking	180 days			DES
54	2 way intermediary	180 days			DES
55	Multiple tandem interconnection	180 days			DES
	SWITCHED LOCAL CHANNEL INTERCONNECTION				
56	Analog grade	180 days			DES
57	2 wire	180 days			DES
58	4 wire	180 days			DES
59	DS1	180 days			DES
60	DS3	180 days			DES
					DES
61	INTRALATA SUBSCRIPTION	180 days		Per Switch	
62	CMDS	60 days			
	RECORDS EXCHANGE				
63	Non-intermediary	60 days			N/A
64	Meet point billing	60 days			N/A
65	IntraLATA 800 records & compensation	60 days			N/A
66	Optional Daily Usage File	60 days			N/A
	COLLOCATION				
67	Physical	180 days			N/A
68	Virtual	180 days			N/A
69	DRY FIBER	180 days			DES
70	POLES, DUCTS, CONDUIT	180 days			N/A
71	RIGHTS-OF-WAY	180 days			N/A
	NUMBER PORTABILITY				
72	RCF	5 days			
73	DID	30 days			
	COMBINATION UNEs				
74	Loop with interoffice transport	30 days			DES
75	Analog port loop combo/digital loop port combo	30 days			DES
76	Analog loop with ILNP-RCF	5 days			DES
77	Loop x con w unb interoffice transport	30 days			DES

Intervals Intervals stated include estimated work load impacts, facility availability, and construction.

Y=Yes  
DES=Designed Service

Private/Proprietary.  
Not for disclosure outside of BellSouth except under written agreement



Date: Tue Aug 19, 1997 06:00 pm EDT  
From: Wally Schmidt / MCI ID: 216-0113

\*\*RECEIPT

TO: \* Ron Martinez / MCI ID: 357-0919  
Subject: Lotus Notes Message Text  
Message-Id: 97081922000504/0002160113PJ3EM

Exhibit

#9 Martinez 8/24/97

Forwarded message:

---

Date: Tue Jul 15, 1997 05:25 pm EDT  
From: Wally Schmidt / MCI ID: 216-0113  
TO: Ron Martinez / MCI ID: 357-0919  
TO: Laura Ajani Inniss / MCI ID: 579-3154  
CC: Marcel Henry / MCI ID: 216-1607  
CC: Charlene Keys / MCI ID: 217-6490  
CC: Daren Moore / MCI ID: 342-4454  
CC: Kerry L. Diemer / MCI ID: 212-5169  
CC: James S. Gulino / MCI ID: 198-1221  
CC: David Amador / MCI ID: 636-9833  
CC: Rick Wells / MCI ID: 436-3592  
CC: Paul Powers / MCI ID: 368-1187  
CC: Jeremy Marcus / MCI ID: 215-2777  
CC: \* Wally Schmidt / MCI ID: 216-0113  
Subject: Lotus Notes Message Text  
Message-Id: 97071521255098/0002160113PJ3EM

Ron, see number #5 Response. BST says they are ready to allow us to interconnect at the local tandem.

Laura, I believe this should be good news for your organization.

Wally

Forwarded message:

---

Date: Tue Jul 15, 1997 04:20 pm EDT  
Source-Date: 970715211703  
From: STEPHEN HARRIS  
EMS: BELLSOUTH / MCI ID: 592-4686  
MBX: S=HARRIS  
MBX: C=US  
MBX: G=STEPHEN  
MBX: P=BST  
MBX: O=BST  
MBX: OU1=770492  
MBX: OU2=7531  
TO: \* Wally Schmidt / MCI ID: 216-0113  
TO: Jeanie Ash  
EMS: BELLSOUTH / MCI ID: 592-4686  
MBX: S=ASH  
MBX: C=US  
MBX: G=JEANIE

\*\*PRIORITY

MBX: P=BST  
MBX: O=BST  
MBX: OU1=770492  
MBX: OU2=7541  
TO: Clifford H. Bowers  
EMS: BELLSOUTH / MCI ID: 592-4686  
MBX: S=BOWERS  
MBX: C=US  
MBX: G=CLIFFORD  
MBX: P=BST  
MBX: O=BST  
MBX: OU1=770492  
MBX: OU2=7530  
Subject: Lotus Notes Message Text  
Message-Id: 97071520202637/0005924686D47X4  
Source-Msg-Id: 75616151707991/7666756@BHBR01  
Source-Msg-Id: 30716151707991/384337 BST

-----  
\*TO FF=Shawn.dinkleman  
Application message id: 30716151707991/384337 BST  
Posted date: TUE JUL 15, 1997 9:17 pm GMT  
Importance: Normal  
Grade of Delivery: Urgent  
-----

Attached are answers to Shawns questions on local tandem trunking he asked in the last CLEC training. These were authored by Eric Castillo, who chairs the associated Product Team.

Shawn, please call me if you have questions.

Steve Harris  
770 492-7531

Below are the questions posed by Mr. Shawn Dinkelman from MCI along with answers to his questions:

Request 1: Could you get me a file of all the Local Tandems and the end offices that sub-tend those tandems? If I could, I would like this information for all of BellSouth states.

Response 1: BellSouth is in the process of entering the Local Tandem data into the Bellcore - TRA Routing DataBase System (RDBS). The bulk of that data can be found in the July 1, 1997, Local Exchange Routing Guide (LERG) products. We must caution, however, that this data may be revised. We are in essence building regionwide networks in a Bellcore system. As is standard procedure, we will use the July and August system outputs to validate data. Therefore, we suggest that you focus on the September 1, 1997, LERG output product as your source for BellSouth Local Tandems and subtending End Offices.

Request 2: Could I also get a file that shows all the endoffices that are in each of BellSouth Local Calling areas? i.e., a list of all the endoffices that are in the Atlanta calling area. By this I mean, I would like to see the list of endoffices that are included in the free calling area when a local customer signs up for BellSouth flat rated local services. Again, I would like each local calling area in each state if is not hard to get.

Response 2: In BellSouth, basic local calling areas are not determined by end office switches. Rather, it is the tariffed Exchange areas which determine basic local calling areas. The Exchange/Basic Local Calling areas are found in the state General Subscriber Services Tariffs (GSST), Section A3.

An Exchange area can be mapped to a Rate Center in the LERG. The Rate Center, in turn, can be mapped to the individual NPA-NXX codes served by that Rate Center.

Some End Office switches serve more than one Exchange/Rate Center area. Those Exchange/Rate Center areas may have different basic local calling patterns. In those instances you may have the same end office switch appearing in multiple basic local calling scenarios.

Question 3: Are the Access Tandems interconnected to the Local Tandem in that area?

Answer 3: No, Local Tandems are used to complete local calls, and Access Tandems are used to complete calls to Interexchange Carriers so the traffic patterns are different.

Question 4: Are the Access Tandem interconnected to other Local Tandems that that may not be in the same area? Example: Is the Buckhead Access Tandem interconnected with the Norcross Local Tandem, or is the Buckhead Access Tandem only connected with the Buckhead Local Tandem?

Answer 4: No. See answer 3.

Question 5: Does BellSouth have any timeframe when they expect to allow CLECs to have the option to interconnect with the Local Tandems?

Answer 5: BellSouth has just completed the bulk of the methods & procedures to allow CLEC interconnection at the Local Tandems. Therefore, BellSouth is ready to connect your trunks at the Local Tandem if you so choose.

Nancy B. White  
Assistant General Counsel-Florida

BellSouth Telecommunications, Inc.  
c/o Nancy H. Sims  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301  
Telephone (305) 347-5558

September 3, 1997

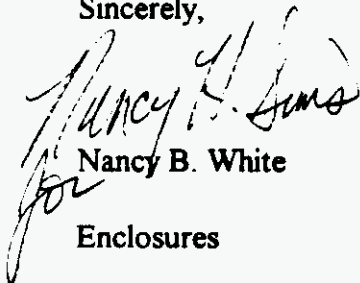
Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 960786-TL (271 Relief)

Dear Mrs. Bayo:

Enclosed please find an original and 15 copies of BellSouth Telecommunications, Inc.'s Supplement to Staff's Second Set of Interrogatories, Item No. 31, dated May 15, 1997, in the captioned docket.

Sincerely,



Nancy B. White

Enclosures

cc: All Parties of Record  
A. M. Lombardo  
R. G. Beatty  
W. J. Ellenberg

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TL EXHIBIT NO. 114  
COMPANY/                       
WITNESS:                       
DATE: 9/2-12/97

## TYPICAL TRUNK TYPES USED IN INTERCONNECTION ARRANGEMENTS:

Connecting at BellSouth end office:

- EDJ
- EDJKE

Connecting at BellSouth tandem:

- TDJ
- TDJCM
- TDJKE
- TDJZT
- TDJCR

---

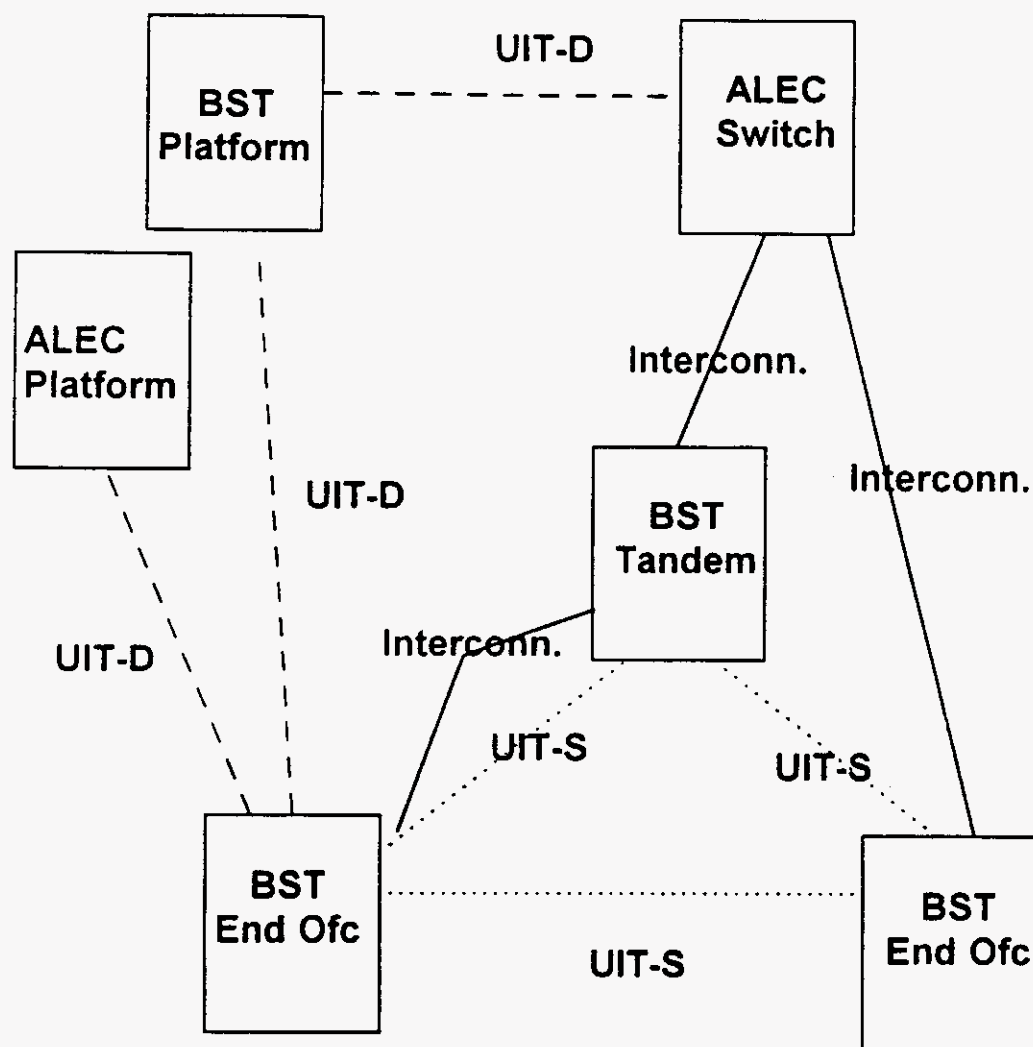
## UNBUNDLED NETWORK ELEMENTS FOR TRANSPORT:

- Unbundled interoffice transport - dedicated (UIT-D)
- Unbundled interoffice transport - shared (UIT-S)

TYPICAL TRUNK TYPES USED WITH UIT-D to BellSouth platforms:

- To E-911 arrangements (ESJ)
- To Intercept platform (IRJ)
- To Directory Assistance (DAJ, DAJCC, DAJ30, DAJ40 and DAJ95)
- Operator services

## TYPICAL TRUNKING CONFIGURATIONS



Note 1: BST platforms include operator services, directory assistance, E-911, etc.

Note 2: Interconnection at BST tandem used with trunk types TDJ, TDJCM, TDJZT and TDJCR.

Note 3: Interconnection at BST end office used with trunk types EDJ and EDJKE.

Note 4: Selective routing is required for UIT-D between BST end office and BST platform.

Note 5: Unbundled Interoffice Transport-Shared (UIT-S, which has also been called "common transport") is normally used in conjunction with unbundled local switching.

Note 6: Unbundled Interoffice Transport-Dedicated (UIT-D) is normally used with trunk types ESJ, IRJ, DAJ, DAJ30, DAJ40, DAJ95.

CERTIFICATE OF SERVICE  
DOCKET NO. 960786-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Hand Delivery and U.S. Mail this 3<sup>rd</sup> day of September, 1997 to the following:

Mr. Brian Sulmonetti  
LDDS WorldCom Communications  
Suite 400  
1515 S. Federal Highway  
Boca Raton, FL 33432  
(407) 750-2529

Floyd R. Self, Esq.  
Norman H. Horton, Esq.  
Messer, Caparello, Madsen,  
Goldman & Metz, P.A.  
215 South Monroe Street  
Suite 701  
P.O. Box 1876  
Tallahassee, FL 32302-1876  
Atty. for LDDS WorldCom Comm.  
(904) 222-0720

Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter, Reeves, McGlothlin,  
Davidson, Rief & Bakas, P.A.  
117 South Gadsden Street  
Tallahassee, Florida 32301  
Atty. for FCCA  
(904) 222-2525

Thomas K. Bond  
MCI Telecommunications Corp.  
780 Johnson Ferry Road  
Suite 700  
Atlanta, GA 30342  
(404) 267-6315

Richard D. Melson  
Hopping Green Sams & Smith  
123 South Calhoun Street  
P.O. Box 6526  
Tallahassee, FL 32314  
(904) 222-7500

C. Everett Boyd, Jr.  
Ervin, Varn, Jacobs,  
Odom & Ervin  
305 South Gadsden Street  
P.O. Drawer 1170  
Tallahassee, FL 32302  
Atty. for Sprint  
(904) 224-9135

Benjamin W. Fincher  
3100 Cumberland Circle  
Atlanta, Georgia 30339  
Atty. for Sprint  
(404) 649-5145

Monica Barone  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Patrick K. Wiggins, Esq.  
Donna L. Canzano, Esq.  
Wiggins & Villacorta, P.A.  
501 East Tennessee Street  
Suite B  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
Tel. (904) 222-1534  
Fax. (904) 222-1689  
Attys. for Intermedia

Patricia Kurlin  
Intermedia Comm., Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619-1309  
(813) 829-0011

Peter M. Dunbar, Esq.  
Robert S. Cohen, Esq.  
Pennington, Culpepper, Moore,  
Wilkinson, Dunbar &  
Dunlap, P.A.  
215 South Monroe Street  
2nd Floor  
Post Office Box 10095  
Tallahassee, FL 32302  
(904) 222-3533

Sue E. Weiske, Esq.  
Time Warner Communications  
160 Inverness Drive West  
2nd Floor North  
Englewood, Colorado 80112  
(303) 799-5513

Tracy Hatch, Esq.  
AT&T  
101 North Monroe Street  
Suite 700  
Tallahassee, FL 32301  
(904) 425-6364

Marsha E. Rule, Esq.  
c/o Doris M. Franklin  
AT&T  
101 North Monroe Street  
Suite 700  
Tallahassee, FL 32301

Andrew O. Isar  
Director - Industry Relations  
Telecomm. Resellers Assoc.  
4312 92nd Avenue, N.W.  
P.O. Box 2461  
Gig Harbor, WA 98335-4461  
(206) 265-3910

Richard M. Rindler  
Swindler & Berlin, Chartered  
3000 K Street, N.W.  
Suite 300  
Washington, D.C. 20007  
Tel. (202) 424-7771  
Fax. (202) 424-7645

Kenneth A. Hoffman, Esq.  
William B. Willingham, Esq.  
Rutledge, Ecenia, Underwood,  
Purnell & Hoffman, P.A.  
215 South Monroe Street  
Suite 420  
Tallahassee, FL 32301-1841  
(850) 681-6788

Mr. Paul Kouroupas  
TCG-Washington  
2 Lafayette Centre  
1133 Twenty First Street, N.W.  
Suite 400  
Washington, D.C. 20036  
(202) 739-0030

Laura L. Wilson  
Vice President  
Regulatory Affairs  
Florida Cable Telecomm. Assoc.  
310 North Monroe Street  
Tallahassee, FL 32301  
Tel. (904) 681-1990  
Fax. (904) 681-9676

John R. Marks, III  
Knowles, Marks & Randolph  
528 East Park Avenue  
Tallahassee, Florida 32301  
(850) 222-3768

  
Nancy B. White





**Gavalas, Andrea**

---

From: Brenda O. Douglas (SMTP: Brenda.Douglas2@bridge.bst.bls.com)  
Sent: Monday, May 05, 1997 12:52 PM  
To: Gavalas@bridge.bellsouth.com; Andrea  
Cc: Van Cooper; David I. Jones  
Subject: RE: Clarification - LENS Training

The current LENS training pertains to Resale services: non-complex, 1FB, 1FR, measured business and residence type orders. Complex services training will be available toward the end of '97.

If you feel anyone in your organization will benefit from this training, please have them contact the coordinator. I have already sent the training notice to Nancy Molay and Jerry McKenzie for their review.

Thank you,  
Brenda Douglas

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TL EXHIBIT NO 115 <sup>COMP</sup>  
COMPANY/ McCAUSLAND / WorldCom  
WITNESS: McCAUSLAND / WorldCom  
DATE: 7/2-12/97

DN 07212-97  
7/17/97

# ***LOCAL COMPETITION USERS G (LCUG)***

## ***SERVICE QUALITY MEASUREMENT***

Version 4  
May 22, 1997

*Membership: AT&T, Sprint, MCI, LCI, WorldCom*

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TL EXHIBIT NO. \_\_\_\_  
COMPANY/  
WITNESS: MCCAUSLAND/WorldCom  
DATE: 9/2-12/97

# TABLE OF CONTENTS

<b>Table of contents</b>	<b>Page 2</b>
<b>Introduction</b>	<b>Page 3-4</b>
<b>Pre-Ordering (PO)</b>	<b>Page 5</b>
<b>Ordering and Provisioning (OP)</b>	<b>Pages 6 - 8</b>
<b>Maintenance and Repair</b>	<b>Pages 9 - 10</b>
<b>General (GE)</b>	<b>Page 11</b>
<b>Billing (BI)</b>	<b>Page 12</b>
<b>Directory Assistance and Operator Services (DA)</b>	<b>Page 13</b>
<b>Network Performance (NP)</b>	<b>Page 14</b>
<b>Interconnect / Unbundled Elements and COMBOS (IUE)</b>	<b>Page 15 - 17</b>
<b>Formula Quick Reference Guide</b>	<b>Page 18 - 23</b>

# LCUG Service Quality Measurements (SQMs)

## *Introduction*

### **Background:**

On August 8, 1996, the Commission released its First Report and Order (the Order) in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996). The Order established regulations to implement the requirements of the Telecommunications Act of 1996. Those regulations are intended to enable potential competitive local exchange carriers (CLECs) to enter and compete in local telecommunications markets. The Commission found that nondiscriminatory access to operations support systems ("OSS") of incumbent local exchange carriers ("ILECs") was essential to successful market entry by CLECs. Access to operational support systems was to occur by January 1, 1997. Many variations of interim OSS graphic user interfaces ("GUIs") and electronic gateways have been or are being installed by the ILECs. These interim systems have not provided the capability for the CLECs to provide the same customer experience for their customers as the ILECs do for theirs. The timeliness and accuracy of information processed by the ILEC for pre-ordering, ordering and provisioning, maintenance and repair, unbundled elements, and billing have been less than the expected levels of service. This lack of service delivery does not differ between provisioning method, whether it is simply buying existing services on a wholesale basis to be resold or interconnection utilizing unbundled elements. Final solutions for application-to-application real time system interfaces are elusive because of the complexity, the diversity of commitment schedules to implement them and the lack of industry guidelines.

On February 12, 1997, the Local Competition Users Group (LCUG) issued their "Foundation For Local Competition: Operations Support Systems Requirements For Network Platform and Total Services Resale." The core principles are: Service Parity, Performance Measurement, Electronic Interfaces, Systems Integrity Notification of Change, and Standards Adherence. Each of these are significant to ensure that CLEC customers receive equal levels of service to those of ILEC customers. The LCUG group indicated that it was essential that a plan be developed to measure ILECs performance for all the essential OSS categories, e.g., pre-ordering, ordering and provisioning, maintenance and repair, network performance, unbundled elements, operator services and directory assistance, system performance, service center availability and billing. To that end, an LCUG sub-committee was formed to address measurements and metrics. The following document is the result of that activity. A comprehensive list of all measurements was initially developed and distributed to the team members for review. Each committee member was then assigned a section to investigate and propose recommendations back to the group. The group discussed each measurement and used present measurements criteria contained in regulatory requirements or good business practices to determine the final item and classes of service to be measured. The service quality measurement (SQM) goal was difficult to set because the group lacked historical trended data from the ILECs. The ILECs have been reluctant to share current performance over the past 12-18 months. The goals were drawn from best of class and/or good business practices. The SQM goal may change as the ILECs start sharing historical as well as actually self-reporting data benchmark by the ILEC, the CLEC, and the CLEC industry on a going forward basis.

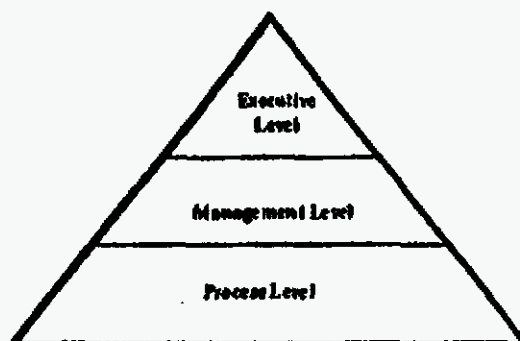
# LCUG Service Quality Measurements (SQMs)

## Measurement Plans:

A measurement plan must incorporate at least the following characteristics: 1) provide statistically valid and independently verifiable comparisons of the CLEC and CLEC industry experience to that of the ILEC; 2) account for potential performance variations due to differences in service and activity mix; 3) measure not only service measurements but also measures directed at UNEs in general and OSS interfaces; and 4) produce results which demonstrate the nondiscriminatory access to OSS functionality is being delivered across all interfaces and a broad range of resold services and unbundled elements. The measures must address interface availability, timeliness of execution, and accuracy of execution.

It is essential that the CLECs be able to determine that they are receiving equal treatment to that provided to the ILEC and its affiliates. Benchmarks and performance standards that are adopted by the CLECs and ILECs or ordered by commissions and reported will determine whether new service providers are receiving nondiscriminatory treatment. Benchmark comparisons should be self reported by the ILEC and reflect CLEC performance, ILEC performance and CLEC industry performance.

The measurements contained within this document addresses metrics at the executive level. There are several other levels of measurements that are used for the day-to-day activities as illustrated by the following simple diagram.



## Process Improvement:

In addition to the actual reporting of measurements there must be a commitment to take corrective action when poor performance or non-parity situations are identified. The ILECs need to self-report all measurements and analyze the results. Root cause analysis must be conducted and corrective actions taken to improve results or resolve issues. Corrective action steps, schedules and milestones should be developed by the ILEC and CLEC as appropriate to ensure timely implementation of corrective steps.

## PRE-ORDER (PO)

Function	Measurement Objective	Proposed Service Quality Measurement
Timeliness of Providing Pre-Ordering Information	Measures the ILEC response time to a query for appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs) and Customer Service Records (CSRs). The query interval starts with the request message leaving the CLEC and ends with the response message arriving at the CLEC.	<p><math>\leq 2</math> seconds from the time the query is launched until the following data is received back (<math>98\% \leq 2</math> sec &amp; <math>100\% \leq 5</math> sec):</p> <ul style="list-style-type: none"> <li>• Due Date Reservation</li> <li>• Feature Function Availability</li> <li>• Facility Availability</li> <li>• Street Address Validation</li> <li>• Service Availability Information</li> <li>• Appointment Scheduling</li> <li>• Customer Service Records</li> <li>• Telephone Number Assignments: <ol style="list-style-type: none"> <li>1. <math>\leq 30</math> TNs ret'd in <math>\leq 2</math> sec 98% of time &amp; <math>\leq 5</math> sec 100% of time,</li> <li>2. <math>&gt; 30</math> TNs ret'd <math>&lt; 2</math> hours 100% of time</li> </ol> </li> </ul> <p><b>PO-1</b>  <math display="block">\frac{\text{\# of Responses Received on time}}{\text{Total \# of Queries Sent}} \times 100</math></p> <p><b>PO-2</b>  Mean Cycle Time</p>

## ORDERING AND PROVISIONING (OP)

Function	Measurement Objective	Proposed Service Quality Measurement
Orders completed within specified intervals	Measures the percentage and mean completion interval of orders (installation, feature change, service disconnect) completed with a requested due date that is equal or less than the interval specified in the Service Quality Measurements column.*	<p>Unless specified below, orders with no Premises Visit or no physical work involved completed within 1 day of service order receipt *; orders that require Premises Visit or physical work: completed within 3 days of service order receipt *; 99% orders completed on due date *.</p> <p><b>Installation:</b></p> <ul style="list-style-type: none"> <li>• UNE Platform (at least DS0 loop + local switch + all common elements) always within 24 hours, regardless of dispatch</li> <li>• UNE Channelized DS1 (DS1 loop + multiplexing) always within 48 hours</li> <li>• Unbundled DS0 loop always within 24 hours</li> <li>• Unbundled DS1 loop (unchannelized) always within 24 hours</li> <li>• Other Unbundled Loops always within 24 hours</li> <li>• Unbundled Switch always within 48 hours</li> <li>• Dedicated Transport - DSO/DS1 always within 3 business days</li> <li>• Dedicated Transport - DS3 always within 5 bus days</li> </ul> <p><b>Feature Changes:</b></p> <ul style="list-style-type: none"> <li>• All orders completed within 5 business hours of receipt</li> </ul> <p><b>Disconnects:</b></p> <ul style="list-style-type: none"> <li>• Resale Product or Svc Disconnects always within 24 hrs</li> <li>• UNE switching within 24 hours</li> <li>• UNE (other) within 24 hours</li> </ul> <p><b>OP - 1</b>  <math display="block">\frac{\text{\# of Orders Completed on Time}}{\text{Total \# of Orders Completed}} \times 100</math></p> <p><b>OP - 2</b>  Mean Completion Time</p>

\* Reported for the following types of service or facility: Resold POTS, Resold ISDN, Resold Centrex/Centrex-like, Resold PBX trunks, Resold Channelized T1.5 Service, Other Resold Services, UNE Platform (at least DS0 loop + local switch + transport elements), UNE Channelized DS1 (DS1 loop + multiplexing), Unbundled DS0 loop, Unbundled DS1 loop, Other Unbundled loops, Unbundled Switch, Other UNEs



## ORDERING AND PROVISIONING (OP) (con'd)

Function	Measurement Objective	Proposed Service Quality Measurement
Order Accuracy	Measures the accuracy and completeness of the ILEC provisioning or disconnecting service by comparing what was ordered & what was completed	<p>≥ 99% are completed without error</p> <p><b>OP-3</b>  <math display="block">\frac{\text{\# of Orders Completed w/o error}}{\text{Total \# of Orders Sent}} \times 100</math></p>
Order Status	<p>Measures the response time (by percentage and mean time) for: Firm Order Confirmations (C-FOCs and D-FOCS *), Jeopardize / revised due date, Rejects, and Completions from the time an order is sent to the ILEC until a status is received</p> <p><b>*C-FOC: accepted, no change</b>  <b>D-FOC: does not match due date</b></p>	<ul style="list-style-type: none"> <li>• FOC: <math>100\% \leq 4 \text{ hrs}</math></li> <li>• Jeopardies/revised due date: <math>100\% \leq 4 \text{ hours}</math></li> <li>• Rejects: <math>\geq 97\%</math> in <math>\leq 15 \text{ seconds}</math></li> <li>• Order Completions: <math>\geq 97\%</math> received within 30 min of order completion</li> </ul> <p><b>OP-4</b>  <math display="block">\frac{[\text{\# of FOCs returned} \div (\text{Total \# of Orders Sent}) - \text{Rejects Returned}]}{\text{}} \times 100</math></p> <p><b>OP-5</b>  <u>Mean Time to Return FOC</u></p> <p><b>OP-6</b>  <math display="block">\frac{[\text{\# of D\_FOCs returned in } \leq 4 \text{ hours} \div (\text{Total \# of Orders sent} - \text{Rejects Returned})]}{\text{}} \times 100</math></p> <p><b>OP-7</b>  <u>Mean Time to Return D-FOCS</u></p> <p><b>OP-8</b>  <math display="block">\frac{(\text{\# of Rejects returned in } \leq 15 \text{ seconds}) \div (\text{Total \# of Rejects Returned})}{\text{}} \times 100</math></p>

## ORDERING AND PROVISIONING (OP) (con'd)

Function	Measurement Objective	Proposed Service Quality Measurement
		<p><b>OP-9</b>  <u>Mean Time to Return Rejects</u></p> <p><b>OP-10</b>  Jeopardies returned w/i 70% of allotted order time ÷ Total # Jeopardies Returned</p> <p><b>OP-11</b>  (# of Completions returned in ≤ 30 minutes) ÷ (Total # Completed Orders) x 100</p> <p><b>OP-12</b>  Mean Time to Return Completion</p> <p><b>OP-13</b>  Jeopardies  (Total C-FOCS -Total Rejects)</p>
# of Held Orders	Tracks the percentage and number of held orders within specified intervals	<p>Report for:  ≥ 15 days, ≤0.1%  ≥ 90 days, = 0%</p> <p><b>OP-14</b>  (# of Orders Held for ≥ "x" days) ÷ (Total # of Orders Sent to ILEC in the past "x" days) x 100  where "x" = 15 or 90 days</p> <p><b>OP-15</b></p>

		Mean Time of Orders Held Prior to Completion
--	--	--

## MAINTENANCE / REPAIR (MR)

Function	Measurement Objective	Proposed Service Quality Measurement
Time to Restore (TTR)	<p>Measures the percent of restorals made by product and service within 24 hours or less*</p> <p><i>Measures the mean time that it takes for the ILEC to resolve customer troubles*</i></p>	<p><b>Out of Service No Dispatch</b>  <math>\geq 85\%</math> in 2 hrs  <math>\geq 95\%</math> in 3 hrs  <math>\geq 99\%</math> in 4 hrs</p> <p><b>All other Troubles</b>  <math>\geq 95\%</math> in 24 hrs Dispatch Required  <math>\geq 90\%</math> in 4 hrs  <math>\geq 95\%</math> in 8 hrs  <math>\geq 99\%</math> in 16 hrs</p> <p><b>MR-1*</b>  <math>(\# \text{ of Troubles Restored Within "x" hours} \div \text{Total \# Troubles}) \times 100</math>  where "x" = 2,3,4,8,16, or 24 "running clock" hours  <u>Mean Time to Restore reported for ILEC and CLEC, for dispatch required and no dispatch required</u></p> <p><b>MR-2</b>  <math>\frac{\text{Total \# of Trouble Minutes}}{\text{Total \# of Trouble Reports}}</math></p>
Repeat Troubles	Measures the frequency of recurring customer trouble on the same line, circuit or service*	$\leq 1\%$ within 30 days* <b>MR-3</b>

\* Reported for the following types of service or facility: Resold POTS, Resold ISDN, Resold Centrex/Centrex-like, Resold PBX trunks, Resold Channelized T1.5 Service, Other Resold Services, UNE Platform (at least DS0 loop + local switch + transport elements), UNE Channelized DS1 (DS1 loop + multiplexing), Unbundled DS0 loop, Unbundled DS1 loop, Other Unbundled loops, Unbundled Switch, Other UNEs

		# of telephone lines reporting $\geq 2$ troubles in the current report month. Total number of troubles in the current report month.
--	--	---

### MAINTENANCE / REPAIR (MR) (con'd)

Function	Measurement Objective	Proposed Service Quality Measurement
		This includes those lines, circuits, or services with a second trouble ticket coded out as CC (Came Clear), CO (central office), FAC (Facility) or STA (station) that follow an initial ticket coded out as Any found or Non-found disposition.
Troubles Per 100 Lines	Measures the frequency of troubles reported within the ILEC's network *	$\leq 1.5$ per month*  <b>MR-4</b> (# of Initial & Repeated Trouble Reports per exchange per month) $\div$ (Total # of Lines per exchange) x 100
Estimated Time to Restore (Appointments Met) ETTR	Measures the compliance of restoring service within the time estimated to the CLEC, reported for premises visits required and premises visit not required*	$\geq 99\%*$  <b>MR-5</b> (# of Customer Trouble Appointments Met $\div$ Total # Customer Trouble Appointments) x 100

\* \*Reported for the following types of service or facility: Resold POTS, Resold ISDN, Resold Centrex/Centrex-like, Resold PBX trunks, Resold Channelized T1.5 Service, Other Resold Services, UNE Platform (at least DS0 loop + local switch + transport elements), UNE Channelized DS1 (DS1 loop + multiplexing), Unbundled DS0 loop, Unbundled DS1 loop, Other Unbundled loops, Unbundled Switch, Other UNEs

## GENERAL (GE)

Function	Measurement Objective	Proposed Service Quality Measurement
Systems Availability	Measures the availability of operations support systems and associated interfaces (for pre-ordering, ordering and provisioning, maintenance)	<p>≤ 0.1% unplanned downtime per month, reported for each interface:</p> <ul style="list-style-type: none"> <li>Pre-ordering Inquiry Interface</li> <li>Ordering Interface</li> <li>Maintenance Interface</li> </ul> <p><b>GE-1</b>  <math display="block">\frac{(\# \text{ Hours Interface and/or System Not Available as Scheduled})}{(\text{Total} \# \text{ Hours Scheduled Availability})} \times 100</math></p> <p><b>GE-2</b>  <b>Mean # of Hours Available</b></p>
Center Responsiveness	Measures the time for the ILEC representative to answer business office calls in provisioning and trouble report centers.	<p>≥ 95% within 20 seconds          100% within 30 seconds</p> <p><b>GE-3</b>  <math display="block">\frac{\# \text{ Calls Answered Within Specified Timeframe}}{\text{Total} \# \text{ Calls from CLEC to Center}} \times 100</math></p> <p><b>GE-4</b>  <u>Mean Time to Answer Calls w/o IVR; if IVR - Mean Time to Answer Calls after the end of IVR</u></p>

## BILLING (BI)

Function	Measurement Objective	Proposed Service Quality Measurement
Timeliness of Billing Records Delivered	Measures the timeliness of billing records and wholesale bills (usage, CSRs, service orders, time & materials, adjustments) delivered to CLEC	<p>99.9% billing records received in <math>\leq 24</math> hours            100% billing records received in <math>\leq 48</math> hours  <math>\geq 99.95\%</math> wholesale bills received within 10 calendar days of bill date</p> <p><b>BI-1</b>  <math>\frac{\# \text{ Billing Records Delivered on time}}{\text{Total \# of Billing Records Received}} \times 100</math></p> <p><b>BI-2</b>            Mean Time to Provide <u>Billing</u> Records</p> <p><b>BI-3</b>            Mean Time to Deliver Wholesale Bills</p>
Accuracy	Measures the percentage <i>and mean time</i> of billing records delivered to CLEC in the agreed-upon format and with the complete agreed-upon content (includes time and material and other non-recurring charges)	<p><math>\geq 98\%</math> wholesale bill financially accurate  <math>\geq 99.99\%</math> of all records transmitted</p> <p><b>BI-4</b>  <math>\frac{(\# \text{ of Accurate and Complete Formatted Mechanized Bills} , \text{ Total \# Mechanized Bills Received} )}{\text{Total \# Mechanized Bills Received}} \times 100</math></p> <p><b>BI-5</b>  <math>\frac{\# \text{ of Billing Records Transmitted Correctly}}{\text{Total \# of Billing Records Received}} \times 100</math></p>

## OPERATOR SERVICES AND DIRECTORY ASSISTANCE (DA)

Function	Measurement Objective	Proposed Service Quality Measurement
Average Speed to Answer	Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe. Includes all time from initiation of ringing until the customer's call is answered.	<p>For live agent, 90% of calls answered in 10 seconds. For Voice Response Unit service, 100% within 2 seconds.</p> <p><b>DA-1</b>  <math display="block">\frac{\text{\# Calls Answered Within "x" seconds}}{\text{Total DA Calls}} \times 100</math> <i>where "x" equals 2 or 10 seconds</i></p> <p><b>DA-2</b>  <i>DA Mean Time To Answer</i></p> <p><b>OS-1</b>  <math display="block">\frac{\text{\# Calls Answered Within "x" seconds}}{\text{Total OS Calls}} \times 100</math> <i>where "x" equals 2 or 10 seconds</i></p> <p><b>OS-2</b>  <i>OS Mean Time To Answer</i></p>

## **NETWORK PERFORMANCE (NP)**

Function	Measurement Objective	Proposed Service Quality Measurement
Network Performance Parity	Compares ILEC performance distribution for its own customers to ILEC performance distribution for CLEC customers. Measures the deviation from supplier service performance distribution for each metric specified.	<p>Deviation <math>\leq 0.10\%</math> from supplier service performance distribution:</p> <p>Transmission quality:</p> <ul style="list-style-type: none"> <li>Subscriber Loop Loss</li> <li>Signal to Noise Ratio</li> <li>Idle Channel Circuit Noise</li> <li>Loops-Circuit Balance</li> <li>Circuit Notched Noise</li> <li>Attenuation Distortion</li> </ul> <p>Speed of Connection:</p> <ul style="list-style-type: none"> <li>Dial Tone Delay</li> <li>Post Dial Delay</li> <li>Call Completion/ Delivery Rate</li> </ul> <p>Reliability Requirements: (For TSR Only)</p> <ul style="list-style-type: none"> <li>Network incidents affecting &gt; 5000 blocked calls</li> <li>Network incidents &gt; 100,000 blocked calls</li> </ul> <p>Statistical comparison based on the Mean ILEC Customer Experience and standard deviation from this mean, the Mean CLEC Customer Experience and standard deviation from this mean, and the number of observations used to determine these means.</p> <p><b>NP-1</b>            (Mean ILEC customer experience - Mean CLEC customer experience) <math>\div</math> Mean ILEC customer experience <math>\times 100</math>  <i>Deviation between ILEC performance for ILEC and CLEC customers must be less than 0.10%.</i></p>



## INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE)

Function	Measurement Objective	Proposed Service Quality Measurement
Availability of Network Elements	Measures the availability of network elements (e.g. signaling link transport, SCPs/ Databases, & loop combinations)	<p>Loop Combo availability 100%</p> <p>Signaling Link Transport Unavailability:</p> <ul style="list-style-type: none"> <li>A-Link: <math>\leq 1</math> min per year</li> <li>D-Link: <math>\leq 1</math> sec per year</li> <li>SCPs/Databases: <math>\leq 15</math> min per year</li> <li>SCPs/Databases correctly updated: <math>\geq 99\%</math> in <math>\leq 24</math> hrs</li> </ul> <p><b>IUE-1</b>  <u># minutes Loop unavailable</u> x 100  Total # minutes</p> <p><b>IUE -2</b>  <u># minutes A-link available during "x" years</u>  "x" years</p> <p><b>IUE-3</b>  <u># seconds D-link unavailable during "x" year</u>  "x" year</p> <p>Where <math>x \leq</math> or <math>\geq</math> year. After year, monthly reporting should be for a rolling year.</p> <p><b>IUE-4</b>  <u># Database Records Correctly Updated</u> x 100  Total # Update Requests Received by ILEC</p> <p><b>IUE-5</b>  (# Database Records Updated within 24 hours of Update Request Receipt) / (Total # Database Update Requests Received) x 100</p>

# **INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE) (con'd)**

Function	Measurement Objective	Proposed Service Quality Measurement
Performance of Network Elements	Measures the performance of network elements (e.g. LIDB, routing to CLEC OS/DA platforms, 800, AIN)	<p><b>Example:</b></p> <ul style="list-style-type: none"> <li>LIDB reply rate to all query attempts <math>\geq 99.95\%</math></li> <li>LIDB query time-out <math>\leq 0.05\%</math></li> <li>Unexpected data values in replies for all LIDB queries <math>\leq 1\%</math></li> <li>% of LIDB queries return a missing customer record = 0%</li> <li>Group troubles in all LIDB queries <math>\leq 0.5\%</math></li> </ul> <p><b>Delivery to OS platform:</b>  Mean Post Dial Delay for "0" calls from LSO to CLEC OS platform <math>\leq 2</math> seconds PDD for "0+" calls with 6 digit analysis from LSO to CLEC OS platform: 95% <math>\leq 2.0</math> sec; Mean <math>\leq 1.75</math> sec  Percent of call attempts to CLEC OS Platform that were blocked <math>\leq 0.1\%</math></p> <p><b>IUE-6</b>  (# LIDB[ or 800 or AIN or <math>n</math> ]Query Replies Received by CLEC) <math>\div</math> (Total # LIDB[ or 800 or AIN or <math>n</math> ] Queries Received by ILEC) x 100</p> <p><b>IUE-7</b>  (# LIDB[ or 800 or AIN or <math>n</math> ] time-out responses received by CLEC) <math>\div</math> (Total # LIDB [ or 800 or AIN or <math>n</math> ] Queries Received by ILEC) x 100</p> <p><b>IUE-8</b>  (# LIDB [ or 800 or AIN or <math>n</math> ]Query Replies with unexpected data values received by CLEC) <math>\div</math> (Total # LIDB Queries Received by ILEC) x 100</p>

--	--	--

**INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE) (con'd)**

Function	Measurement Objective	Proposed Service Quality Measurement
		<p><b>IUE-9</b>  <math display="block">\frac{(\# \text{ LIDB[ or 800 or AIN or } n \text{ ] Query Replies missing customer record received by CLEC)} \cdot (\text{Total } \# \text{ LIDB [ or 800 or AIN or } n \text{ ] Queries received by ILEC)}}{\text{Total } \# \text{ LIDB [ or 800 or AIN or } n \text{ ] Queries received by ILEC}} \times 100</math></p> <p><b>IUE-10</b>  <math display="block">\frac{(\text{Cumulative Total } \# \text{ Post Dial Delay Seconds experienced on "0" calls from LSO to CLEC OS platform})}{(\text{Total } \# \text{ "0" calls from LSO to CLEC OS platform})}</math></p> <p><b>IUE-11</b>  <math display="block">\frac{(\text{Cumulative Total } \# \text{ Post Dial Delay Seconds experienced on "0+" calls with 6 digit analysis from LSO to CLEC OS platform})}{(\text{Total } \# \text{ "0+" calls with 6 digit analysis from LSO to CLEC OS platform})}</math></p> <p><b>IUE-12</b>  <math display="block">\frac{\# \text{ of "0+" calls with 6 digit analysis from LSO to CLEC OS platform that have Post Dial Delay } \leq 2 \text{ seconds}}{(\text{Total } \# \text{ "0+" calls with 6 digit analysis from LSO to CLEC OS platform})}</math></p> <p><b>IUE-13</b>  <math display="block">\frac{\# \text{ Blocked Call Attempts to CLEC OS Platform}}{\text{Total } \# \text{ Call Attempts to CLEC OS Platform}} \times 100</math></p>

**OP-5** Mean Time to Return FOC

**OP-6** 
$$\frac{[\# \text{ of } D\text{-}FOCs \text{ Returned in } \div (\text{Total } \# \text{ of Orders Sent - Rejects Returned})]}{x 100}$$

**OP-7** Mean Time to Return *D-FOCs*

**OP-8** 
$$\frac{(\# \text{ of } Syntax \text{ Rejects Returned in } \leq 15 \text{ seconds}) \div (\text{Total } \# \text{ of } Syntax \text{ Rejects Returned})}{x 100}$$

**OP-9** Mean Time to Return Rejects

**OP-10** *Jeopardies Returned within 70% of allotted order time  $\div$  Total number Jeopardies Returned*

**OP-11** 
$$\frac{(\# \text{ of Completions Returned in } \leq 30 \text{ minutes}) \div (\text{Total } \# \text{ Completed Orders})}{x 100}$$

**OP-12** Mean Time to Return Completion

**OP-13** Jeopardies  
Total C-FOCs - Total Rejects

## FORMULAS QUICK REFERENCE GUIDE

Metric No.	Formula
<b><i>PRE-ORDER</i></b>	
<b>PO-1</b>	$\frac{\text{\# of Responses Received on Time}}{\text{Total \# of Queries Sent}} \times 100$
<b>PO-2</b>	Mean Cycle Time
<b><i>ORDERING AND PROVISIONING</i></b>	
<b>OP-1</b>	$\frac{\text{\# of Orders Completed on Time}}{\text{Total \# of Order Completed}} \times 100$
<b>OP-2</b>	Mean Completion Interval
<b>OP-3</b>	$\frac{\text{\# of Orders Completed w/o Error}}{\text{Total \# of Orders Sent}} \times 100$
<b>OP-4</b>	$\frac{[\text{\# of C-FOCs Returned in } \leq 4 \text{ hours} \div (\text{Total \# of Orders Sent} - \text{Syntax Rejects Returned})]}{\times 100}$

**OP-14** (# of Orders Held for  $\geq x$  days)  $\div$   
(Total # of Orders Sent to ILEC  
in past  $x$  days )  $\times 100$

**OP-15** Mean Time of Orders Held Prior  
to Completion

***MAINTENANCE / REPAIR***

**MR-1** (# of Troubles Restored within  $x$  hours  $\div$   
Total # Troubles)  $\times 100$   
where " $x$ " = 2,3,4,8,16 or 24 "running  
clock" hours

**MR-2**  $\frac{\text{Total \# of Trouble Minutes}}{\text{Total \# of Trouble Reports}}$

**MR-3** # of telephone lines reporting  $\geq 2$  troubles  
in the current report months  $\div$   
Total # of troubles in current  
report months

**MR-4**  $\frac{\text{\# of Initial \& Repeated Trouble Reports per exchange per month}}{\text{Total \# of Lines per exchange}} \times 100$

<b>MR-5</b>	<u># Customer Trouble Appointments Met</u> Total # Customer Trouble Appointments	x 100
-------------	---	-------

**GENERAL**

<b>GE-1</b>	(# Hours Interface and/or System Not Available as Scheduled) ÷ (Total # Hours Scheduled Availability)	x 100
-------------	---	-------

<b>GE-2</b>	Mean # of Hours Available	
-------------	---------------------------	--

<b>GE-3</b>	<u># Calls Answered within Specified Timeframe</u> Total # Calls from CLEC to Center	x 100
-------------	---	-------

<b>GE-4</b>	Mean Time to Answer Calls w/o IVR; If IVR, Mean Time to Answer Calls after end of IVR	
-------------	---	--

**BILLING**

<b>BI-1</b>	<u># Billing Records Delivered on Time</u> Total # of Billing Records Received	x 100
-------------	---	-------

<b>BI-2</b>	Mean Time to Provide Billing Records	
-------------	--------------------------------------	--

<b>BI-3</b>	Mean Time to Deliver Wholesale Bills	
<b>BI-4</b>	(# of Accurate & Complete Formatted Mechanized Bills ÷ Total # Mechanized Bills Received)	x 100
<b>BI-5</b>	<u># of Billing Records Transmitted Correctly</u> Total # of Billing Records Received	x 100

***DIRECTORY ASSISTANCE AND OPERATOR SERVICES***

<b>DA-1</b>	<u># Calls Answered within "x" seconds</u> Total DA Calls where "x" equals 2 or 10 seconds	x 100
<b>DA-2</b>	DA Mean Time to Answer	
<b>OS-1</b>	<u># Calls Answered within "x" seconds</u> Total OS Calls where "x" equals 2 or 10 seconds	x 100
<b>OS-2</b>	OS Mean Time to Answer	

***NETWORK PERFORMANCE***



**NP-1** (Mean ILEC customer experience - Mean  
CLEC customer experience) ÷ Mean ILEC  
Customer Experience x 100

***INTERCONNECTION / UNBUNDLED ELEMENTS AND COMBOS***

**IUE-1** # Minutes Loop available  
Total # Minutes x 100

**IUE-2** # Minutes A-link unavailable during x years  
x years  
(where 0 < or > 1 year after first year, monthly reporting  
should be for a rolling year.

**IUE-3** # Seconds D-link unavailable during x years  
x years

**IUE-4** # Database Records Correctly Updated  
Total # Update Requests Received by ILEC x 100

**IUE-5** (# Database Records Updated within 24 hrs.  
of Update Request Received ) ÷ (Total #  
Database Update Requests Received)

<b>IUE-6</b>	(# LIDB [or 800 or AIN or n] Query Replies Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC)	x 100
<b>IUE-7</b>	(# LIDB [or 800 or AIN or n] Time-Out Responses Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC)	x 100
<b>IUE-8</b>	(# LIDB [or 800 or AIN or n] Query Replies with Unexpected Data Values Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC)	x 100
<b>IUE-9</b>	(# LIDB [or 800 or AIN or n] Query Replies Missing Customer Record Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC)	x 100
<b>IUE-10</b>	(Cumulative Total # Post Dial Delay Seconds experienced on "0" calls from LSO to CLEC OS platform) ÷ (Total # "0" calls from LSO to CLEC OS platform)	
<b>IUE-11</b>	(Cumulative Total # Post Dial Delay Seconds	

experienced on "0+" calls with 6-digit analysis from LSO to CLEC OS platform) ÷ (Total # "0+" calls with 6-digit analysis from LSO to CLEC OS platform)

IUE-12

(# of "0+" calls with 6-digit analysis from LSO to CLEC OS platform that have Post Dial Delay ≤ 2 seconds) ÷ (Total # "0+" calls with 6-digit analysis from LSO to CLEC OS platform)

IUE-13

# Blocked Call Attempts to CLEC OS Platform  
Total # Call Attempts to CLEC OS Platform

x 100

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Robert W. McCausland**

**PARTY: WORLDCOM**

**DESCRIPTION:**

- 1. August 19, 1997 Deposition  
Transcript - Page 1**
- 2. Deposition and Late Filed Deposition  
Exhibit Nos. 1-7 - Page 66**

**PROFFERING PARTY: STAFF**

**I.D. # RWM-3**

FLORIDA PUBLIC SERVICE COMMISSION *Comp*  
DOCKET  
NO. 960786-TL EXHIBIT NO. 116  
COMPANY/  
WITNESS: STAFF  
DATE: 9/2/97

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of ) Docket No. 960786-TL  
 BellSouth Telecommunications, )  
 Inc.'s entry into interLATA )  
 services pursuant to Section 271 )  
 of the Federal )  
 Telecommunications Act of 1996. )

DEPOSITION OF: ROBERT W. McCAUSLAND

TAKEN AT THE INSTANCE OF: The Staff of the Florida  
 Public Service Commission

PLACE: FPSC Conference Room 262  
 Gerald L. Gunter Building  
 2450 Shumard Oak Boulevard  
 Tallahassee, Florida

TIME: Commenced at 1:35 p.m.  
 Concluded at 4:00 p.m.

DATE: Tuesday, August 19, 1997

REPORTED BY: Lisa Girod Jones, RPR, RMR

BUREAU OF REPORTING

RECEIVED 8-21-97

*W. Paul Rayborn*  
*and Associates*

P.O. BOX 10195

TALLAHASSEE, FLORIDA 32302-2195

(904) 224-7642

1 APPEARANCES:

2 J. PHILLIP CARVER, General Attorney, BellSouth  
3 Telecommunications, Inc., 675 West Peachtree Street, Suite  
4 4300, Atlanta, Georgia 30375-0001; appearing on behalf of  
5 BellSouth Telecommunications, Inc.

6 JOHN R. MARKS, III, Esquire, Knowles, Marks &  
7 Randolph, 528 East Park Avenue, Tallahassee, Florida 32301;  
8 appearing on behalf of BellSouth Telecommunications, Inc.

9 Also Present: Nancy H. Sims

10 FLOYD R. SELF and NORMAN H. HORTON, JR., Attorney  
11 at Law, Messer, Caparello & Self, P.A., 215 South Monroe  
12 Street, Post Office Box 1876, Tallahassee, Florida  
13 32302-1876; appearing on behalf of American Communications  
14 Services, Inc., and LDDS WorldCom Communications.

15 MARSHA RULE, Attorney, (Via Telephone) AT&T  
16 Communications of the Southern States, Inc., 101 North  
17 Monroe Street, Suite 700, Tallahassee, Florida 32301;  
18 appearing on behalf of AT&T Communications of the Southern  
19 States, Inc.

20 WILLIAM B. WILLINGHAM, Esquire, (Via Telephone)  
21 Rutledge, Ecenia, Underwood, Purnell & Hoffman, P.A., P. O.  
22 Box 551, Tallahassee, Florida 32302-0551; appearing on  
23 behalf of Teleport Communications Group, Inc.

24 C. EVERETT BOYD, JR., Esquire, (Via Telephone)  
25 Ervin, Varn, Jacobs, Odom & Ervin, 305 South Gadsden Street,  
Tallahassee, Florida 32301; appearing on behalf of Sprint  
and Sprint Metropolitan.

BETH CULPEPPER, Staff Counsel, 2540 Shumard Oak  
Boulevard, Tallahassee, Florida 32399-0863; appearing on  
behalf of the Commission Staff.

Also Present: Mary Rose Sirianni  
Wayne Stevanya

## EXHIBITS

EXHIBIT NO.:PAGE

1 - (Late-filed) Requested UNEs in Florida	8
2 - (Late-filed) LENS Documentation	16
3 - Comparison and Deficiencies of Performance Standards	26
4 - Has BellSouth Provided WorldCom With Access to Directory Assistance and Call Completion Services as a UNE?	35
5 - Resale Delays	47
6 - Number and Location of NXXs	51
7 - Basis for Statement that EDI Interface is Not Mechanized	58

## INDEX

WITNESSPAGE

ROBERT W. McCAUSLAND

Examination by Ms. Culpepper

6

Examination by Mr. Carver

42

Examination by Ms. Culpepper

62

CERTIFICATE OF REPORTER

64



## DEPOSITION

Whereupon,

ROBERT W. MCCAUSLAND

was called as a witness, having first been duly sworn to speak the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

MS. CULPEPPER: Good afternoon, Mr. McCausland.

My name is Beth Culpepper, and I'll be asking you some questions this afternoon on behalf of Commission Staff.

Let's go on and take other appearances.

MR. SELF: This is Floyd Self of the Law Firm Messer, Caparello & Self, P.A. Appearing on behalf of WorldCom.

MR. MARKS: John Marks with the law firm Knowles, Marks & Randolph, appearing on behalf of BellSouth.

MR. CARVER: Phillip Carver, also on behalf of BellSouth, 675 West Peachtree Street, Atlanta, Georgia.

MS. CULPEPPER: And on the phone?

MS. RULE: Marsha Rule, AT&T.

MR. BOYD: Everett Boyd of the Ervin Law Firm on behalf of Sprint.

MR. WILLINGHAM: Bill Willingham, Law Firm Rutledge, Ecenia, Underwood, Purnell & Hoffman, on

1           behalf of TCG.

2           MS. CULPEPPER: Anyone else?

3                                 DIRECT EXAMINATION

4 BY MS. CULPEPPER:

5           Q.    Could you please state your name for the record?

6           A.    My name is Robert W. McCausland.

7           Q.    And by whom are you employed?

8           A.    Currently employed by WorldCom, Inc.

9           Q.    And are you the same Robert McCausland who has  
10 filed direct and rebuttal testimony in this docket?

11          A.    Yes, I am.

12          Q.    I would like to start out first with just a few  
13 generic questions. Is WorldCom a facilities-based provider?

14          A.    Yes, it is.

15          Q.    In Florida?

16          A.    Yes, it is.

17          Q.    Does WorldCom have a Commission-approved agreement  
18 with BellSouth?

19          A.    Yes, it does.

20          Q.    Has WorldCom requested from BellSouth access to  
21 any unbundled network elements as defined by the FCC and the  
22 Florida Commission's orders?

23          A.    Yes, it has.

24          Q.    Could you specify which UNEs WorldCom has  
25 requested access to?

1           A.    WorldCom has requested access to unbundled loops,  
2 operational support systems interfaces, unbundled local  
3 switching, 911, directory assistance and operator services.  
4 I'm sure I'm missing a few.

5           MR. CARVER: I'm sorry to interrupt, but what did  
6 you say after loops and before switching? It was the  
7 second one.

8           MR. MARKS: Interfaces.

9           MR. CARVER: Thanks.

10 BY MS. CULPEPPER:

11          Q.    And has BellSouth provided access to these UNEs?

12          A.    At present, WorldCom isn't operating for local  
13 dial tone services in Florida, and WorldCom has begun a --  
14 or is preparing to begin a loop trial, therefore, no,  
15 BellSouth hasn't yet provided to MFS, WorldCom that is,  
16 operational unbundled network elements.

17          MR. SELF: And Beth, if -- excuse me, Beth, if we  
18 could just for the record state that when we talk about  
19 WorldCom, we'll assume that that's WorldCom through its  
20 certificates and its name, as well as MFS and its  
21 certificates and its operations. So we'll just use the  
22 one term for all of the subs and operations.

23          MS. CULPEPPER: Thank you for that clarification.

24 BY MS. CULPEPPER:

25          Q.    I'm sorry. Can we ask for a late-filed exhibit

1 that lists the UNEs that WorldCom has requested from  
2 BellSouth?

3 A. Certainly.

4 Q. That would be Late-filed Deposition Exhibit 1. I  
5 guess we can just title it Requested UNEs. And if I could  
6 clarify, only the ones requested in Florida.

7 (Late-filed Exhibit No. 1 identified.)

8 MR. SELF: And just to clarify, you simply want an  
9 enumeration of the specific UNEs that have been  
10 requested.

11 MS. CULPEPPER: Yes, in Florida, and the dates on  
12 which they're requested, since you've stated that  
13 you're not providing service in Florida. Just maybe  
14 indicate, again, on the exhibit that --

15 MR. CARVER: Will that include quantities? No? I  
16 was just going to suggest maybe we could include  
17 quantities, so we know not only what elements but how  
18 many.

19 MS. CULPEPPER: I think that would be helpful, if  
20 that is information that could be made available.

21 MR. SELF: If that's useful. Is that a yes?

22 MS. CULPEPPER: Yes.

23 BY MS. CULPEPPER:

24 Q. Let's move now to your direct testimony. Looking  
25 first at Page 19. At Lines 1 through 3, you discuss there

1 the unbundled loop conversion process, and the coordination  
2 of ILEC and ALEC technicians to meet due dates and to avoid  
3 down time. And dropping down to Lines 6 through 8, you  
4 state that one such coordination problem includes the  
5 prearranged dispatch of ILEC technicians to a customer's  
6 premises. First, could you explain for us the unbundled  
7 loop conversion process?

8       A. WorldCom will issue a request, an order, submit an  
9 order to BellSouth for an unbundled loop between WorldCom's  
10 collocation arrangement and BellSouth's central office and  
11 an end user's premises that is not on WorldCom's network  
12 directly.

13               These requests that we're talking about involve  
14 customers that are currently active customers of BellSouth  
15 and therefore the conversion would be required. A  
16 coordination effort is necessary to ensure that the customer  
17 is switched over from current BellSouth service to WorldCom  
18 service without a substantial disruption. That coordination  
19 process would, of course, include coordination between  
20 WorldCom and the customer for the timing that the conversion  
21 is to occur, whether it's during business hours or in the  
22 evening, which we often do. It also would involve, of  
23 course, coordination between WorldCom and BellSouth to  
24 ensure that their technician is available and present if we  
25 need them to be at the customer's premises to ensure that

1 the loop is properly tested, and also to ensure that within  
2 their BellSouth switch, the remote call forwarding is  
3 activated on a fully coordinated basis at the same time in  
4 order to preclude down time.

5 Q. Could you specify a little bit more what the  
6 technician actually does at the customer's premises?

7 A. At the customer's premises the technician, as I  
8 understand it, may perform a number of different functions.  
9 For example, the technician may test the loop back to  
10 WorldCom. Actually, we may take it all the way back to our  
11 switch once that cutover has occurred to ensure that the  
12 loop is in fact working for the customer. That's one  
13 example of the kinds of work that a technician may do for  
14 us. In some instances, of course, there may be some  
15 additional work necessary at the customer's premises  
16 involving inside wiring, perhaps, which we'll hire  
17 occasionally BellSouth to perform too.

18 Q. Can you think of any other examples of things the  
19 technicians might do?

20 A. I at this time can't, but there are, I'm sure,  
21 many other examples that could be identified.

22 Q. Looking down on Lines 10 through 17, you further  
23 discuss the scheduling of technicians for service  
24 conversions. Could you tell us whether any scheduled  
25 conversions have been missed or delayed in Florida?

1           A.    We haven't issued any orders yet, so therefore we  
2 don't have any experience with this in Florida at this  
3 time.

4           Q.    Turning now to Page 21, and looking down beginning  
5 on Line 7, you state that BellSouth must produce empirical  
6 measurement data that is independently verifiable and  
7 reflects results indicating parity. How do you propose that  
8 BellSouth produce such information?

9           A.    I propose that they use their existing systems to  
10 identify in the same fashion that they almost certainly do  
11 for their own service monitoring, their response time in  
12 terms of, for example, dispatching of technicians. I  
13 propose that they record such information and summarize it  
14 in a format not perhaps unlike that proposed in the Local  
15 Competition Users Group document which we attached to the  
16 direct testimony for those categories. And I also suggest  
17 that BellSouth include comparable measurements for its own  
18 elements that it provides to itself so that there is a basis  
19 from which to compare to determine whether  
20 non-discriminatory access is being provided for each of  
21 those categories.

22           Q.    Are you aware of how BellSouth accesses OSS for  
23 itself?

24           A.    I have limited knowledge of how they access OSS  
25 for themselves.

1       Q.    To the extent that you have some knowledge, could  
2 you maybe --

3       A.    I have -- well, using as an example preordering  
4 and ordering, and please correct me if I misstate anything  
5 as you all understand it. For preordering, of course, we  
6 have their system called LENS available to us. And for your  
7 information, we are, at WorldCom, working with BellSouth  
8 right now to establish a LENS arrangement for preordering.  
9 LENS, I understand, is also available for ordering certain  
10 elements like unbundled loops, I've been told now.

11               BellSouth doesn't use LENS for preordering, and,  
12 for example, for business customers in Florida, I understand  
13 that they use a system called direct order entry for  
14 preordering, again, business customers in Florida. It  
15 appears to me that BellSouth also uses that same system,  
16 direct order entry, in Florida for ordering, whereas we  
17 don't at WorldCom have DOE available to us for ordering.

18               We have, as I understand it, only two choices. We  
19 have the LENS for certain elements, like unbundled loops,  
20 and we have the current EXACT process using the ASR,  
21 somewhat modified ASR, as I understand it, for ordering  
22 certain of the elements too. In addition, of course, we  
23 also have to issue some orders through fax or other  
24 arrangement. One item that comes to mind, I believe, is  
25 911. I don't believe that the current EXACT ASR process



1 encompasses 911 orders.

2 Q. Well, based on your understanding of how BellSouth  
3 accesses OSS for itself and how it allows access to OSS for  
4 ALECs, do you believe it provides access at parity?

5 A. No, I believe they definitely do not provide  
6 access at parity at this time.

7 Q. What type of data do you believe would be  
8 appropriate to verify that BellSouth has created parity  
9 between itself and the ALECs regarding OSS interfaces?

10 A. I believe that the type of data and the categories  
11 that would be appropriate, in fact crucial to understanding  
12 whether they're providing parity to new entrants, are  
13 largely encapsulated in the Local Competition Users Group  
14 proposal, which is attached, and perhaps expanded upon to  
15 accommodate ALECs that are providing some advanced data  
16 services like I understand some parties in Florida have  
17 begun to do.

18 Q. How do you think that this data should be  
19 independently verified?

20 A. I feel that the data should be comparable -- I  
21 should say -- let me restate that, please. The ability  
22 should exist to compare those data that BellSouth provides  
23 to those data that are already available through some public  
24 sources, and to the extent that some categories or elements  
25 cannot be verified through external sources, that perhaps an

1 independent third party or commission person should have  
2 access to do some studies, or to at least observe BellSouth  
3 performing its studies internally as to how it arrived at  
4 those data, perhaps an independent statistician could  
5 provide some value in that exercise as well.

6 Q. Would you have any suggestion as to which would be  
7 the best way, or which would be the best independent source  
8 to verify the data?

9 A. I don't have any recommendations as to economists  
10 or statisticians, no.

11 Q. Looking now in Lines 21 through 22. You state  
12 there that the functions that LENS appears to be able to  
13 perform are virtually useless for WorldCom business  
14 customers. Could you explain why the functions that LENS  
15 appears to be able to perform are virtually useless for  
16 WorldCom's business customers?

17 A. One of the reasons that I feel that LENS is highly  
18 deficient for ordering for business customers is because the  
19 preordering information, as I understand it, that's provided  
20 through LENS, cannot automatically be used to order the  
21 services. There's a substantial amount of manual  
22 involvement, as I understand it, that will be required in  
23 order for us to order once the preordering information is  
24 available.

25 Admittedly, we are currently at an early stage in

1 pursuing LENS. We haven't actually begun to use it yet. We  
2 have some learning to do. And I'm also aware that BellSouth  
3 has been endeavoring to update LENS to improve upon some of  
4 those areas that we felt initially, based on our  
5 understanding, are deficient.

6 Q. You state that you haven't actually used LENS, but  
7 has WorldCom tested LENS for preordering?

8 A. If we haven't begun to test, we will begin to test  
9 LENS very very soon, within literally weeks.

10 Q. Then, could you maybe clarify how you know that  
11 LENS cannot perform the functions necessary for WorldCom's  
12 business customers?

13 A. Based on information that's been provided to us,  
14 both by the BellSouth account team and by various documents  
15 we've obtained through the industry, it's clear to us that  
16 the limitations are fairly substantial, or at least were at  
17 that time that the information was provided.

18 Q. Do you have copies of that documentation?

19 A. I'm sure that we can obtain copies of some of that  
20 documentation, certainly.

21 MS. CULPEPPER: We would like that as a second  
22 late-filed deposition exhibit.

23 MR. SELF: I guess the title of this would be LENS  
24 Documentation?

25 MS. CULPEPPER: Sounds appropriate.

1 transmission of batch information that's not interactive, as  
2 I understand it. The systems that BellSouth uses, as I  
3 understand them, are interactive. The submission by  
4 WorldCom of information through EDI would, as I understand  
5 it, still require some manual activities on the part of  
6 BellSouth personnel who receive the information. The  
7 information, I do not believe, enters directly the BellSouth  
8 systems, at least not necessarily all of the information, as  
9 I understand it, would, which is -- once again based on the  
10 best information that I have available -- quite different  
11 than the systems that BellSouth has in place for itself.

12 Q. Why do you think that BellSouth is not using an  
13 interactive interface for the ALECs?

14 A. I don't know.

15 Q. What do you believe that BellSouth should do to  
16 make EDI a more acceptable interface?

17 A. I believe that to the extent technically feasible,  
18 BellSouth should make available an interactive interface  
19 arrangement for both preordering and ordering.

20 Q. Do you believe that BellSouth must provide a  
21 system of higher quality to the ALECs than that which it  
22 provides to itself?

23 A. No, I do not.

24 Q. Turning now over to Page 23 of your direct.  
25 Looking in Lines 1 through 9, you state there that

1 statistically valid measurement data are necessary for  
2 BellSouth to demonstrate that the performance levels of the  
3 OSS access and UNES that it provides to ALECs are  
4 non-discriminatory and at parity with the OSS access and  
5 service that BellSouth provides to itself and to its  
6 customers. Then you list four examples of the measurement  
7 data that you believe should be provided.

8 First, could you explain for us why you believe  
9 that it's necessary for BellSouth to provide each of these  
10 to the ALECs?

11 A. If BellSouth were not to provide such empirical,  
12 statistically valid and verifiable information, then I do  
13 not feel that the Commission or anyone would be able to  
14 assess whether BellSouth has in fact delivered pursuant to  
15 the requirements of the Telecommunications Act. The  
16 Telecommunications Act states that BellSouth has to provide  
17 such access on a non-discriminatory basis.

18 It's impossible, in my viewpoint, for one to  
19 determine based on simple pieces of information provided by  
20 any one party, whether in fact BellSouth has complied with  
21 that requirement.

22 Such data could be used, if verifiable, if done in  
23 a statistically valid fashion, if the samples are  
24 appropriate samples, sample sizes, the selection of the  
25 sample, appropriate standard deviations and so forth. That

1 would be evidence that BellSouth actually has, if they have  
2 provided non-discriminatory access pursuant to the Act. In  
3 the absence of such data, I don't feel it's possible for a  
4 demonstration to occur.

5 Q. Well, has WorldCom asked BellSouth for any of this  
6 measurement data, whether -- of the four types you've listed  
7 here in your testimony, or any other measurement data?

8 A. I'm aware of a, certainly, level of measurement  
9 data that our quality assurance people have sought. I don't  
10 know the extent of that information.

11 Q. Did BellSouth provide it?

12 A. In terms of local services, no, not to my  
13 knowledge.

14 Q. Do you know why not?

15 A. No, I don't.

16 Q. Is there any other measurement data besides the  
17 four items that you've listed here that you believe  
18 BellSouth should provide?

19 A. Definitely. Some of those items are included in  
20 the Local Competition Users Group attachment, and perhaps --  
21 once again, perhaps consideration should be given to the  
22 suggestions of some other parties in this proceeding too, in  
23 terms of data type services as well.

24 Q. Could you perhaps specify which other parties?

25 A. Intermedia in Tampa. I recall having seen a

1 suggestion in the testimony of one of their witnesses.

2 Q. Could you perhaps explain for us the manner in  
3 which BellSouth would provide a loop to its own customer and  
4 then compare that with how BellSouth would provide an  
5 unbundled loop to an ALEC?

6 A. I can discuss the ways in which BellSouth, as I  
7 understand it, would provide unbundled loops to an ALEC like  
8 WorldCom. And I'm afraid I would be conjecturing to a large  
9 extent if I were to describe the way they do it for  
10 themselves.

11 Q. To the extent that you can.

12 A. All right. The best way for me to approach this  
13 would be to use an example of a customer calling BellSouth  
14 and that same customer calling WorldCom. As I understand  
15 the process, the customer would order a -- say, for example,  
16 new local service line from BellSouth, and their service  
17 order people would presumably enter the order into an  
18 integrated system and the unbundled loop would be provided,  
19 of course, as a package associated with other services like  
20 their local switching for dial tone service, 911, directory  
21 assistance, operator services.

22 Obviously, within their systems, there has to be a  
23 point where certain information is routed to certain  
24 groups. The group that, for example, would manage the  
25 unbundled -- or pardon me, the actual dial tone loop would

1 have to be apprised, and I would imagine that that group  
2 would be a separate group from those who perhaps manage the  
3 switch.

4 I'm not sure that I'm qualified to go much beyond  
5 this because I really don't know the details, but for  
6 looking at it from a WorldCom perspective, that same  
7 customer would come to WorldCom. WorldCom then of course  
8 would use one of the systems to obtain the preordering  
9 information, would then use perhaps the same or a different  
10 system to actually place the order. Once BellSouth receives  
11 the order, I would, once again, presume that that  
12 information would be passed ultimately to one of the same  
13 systems that BellSouth would use in order to provision the  
14 loop to itself. Beyond that, I can't describe the process  
15 at all.

16 Q. That's fine. Thank you. If you would now turn  
17 over to Page 24 of your direct. And looking down in  
18 Lines 16 through 18, you state there that this commission  
19 should use the service quality measurements developed by the  
20 Local Competition Users Group. Has WorldCom, or to the  
21 extent that you know, any member of the LCUG, made a formal  
22 request to BellSouth to adopt the standards proposed by the  
23 LCUG?

24 A. I understand that Bob Wellborne, who has been  
25 involved in the LCUG, Local Competition Users Group,



1 measurement activities, has in fact presented that document  
2 to BellSouth and asked BellSouth to use it as the basis for  
3 future measurements.

4 Q. Do you know when that request was made?

5 A. I don't have an exact date. I believe it was  
6 within the past 90 days.

7 Q. Do you know what BellSouth's response was?

8 A. I'm not aware that BellSouth has provided an  
9 affirmative response.

10 Q. Could you clarify, who is Bob Wellborne?

11 A. Bob Wellborne is -- gosh, I don't remember his  
12 title. He's with Sprint Corporation and he leads the  
13 measurements committee of the Local Competition Users  
14 Group. He's the central coordinator chairperson.

15 Q. Has WorldCom compared the standards proposed by  
16 the LCUG with the standards that BellSouth has proposed?

17 A. To some extent, yes.

18 Q. And what were the results of that comparison?

19 A. BellSouth's proposal is not sufficiently  
20 inclusive. It's missing certain areas of important  
21 measurement.

22 Q. Could you maybe be a little more specific about  
23 the problems that you've seen and the standards that were  
24 proposed by LCUG versus those by BellSouth?

25 A. I would like to take a moment to take a look at

1 BellSouth's proposal if I may. (Pause)

2 MR. SELF: We're going to go off the record.

3 MS. CULPEPPER: Break for five minutes.

4 (Recess from 2:10 p.m. until 2:18 p.m.)

5 MR. SELF: We're back on the record.

6 WITNESS McCAUSLAND: And if I may, I would like  
7 for you to please ask the question again.

8 BY MS. CULPEPPER:

9 Q. Sure. We were discussing the standards that LCUG  
10 has proposed versus those that BellSouth has proposed, and I  
11 just asked you if you could be a little more specific in  
12 comparing those two sets of standards, and if you could  
13 specify some of the deficiencies.

14 A. Looking at the testimony, direct testimony of  
15 William Stacey, of BellSouth dated July 7, 1997, I see a  
16 number of attachments. For example, Exhibit WNS-D, Page 1  
17 of 2, shows recommended unbundled network element  
18 provisioning targets. In regards to the establishment of  
19 targets, targets cannot in and of themselves be used to  
20 demonstrate parity because targets are not necessarily based  
21 on the performance of BellSouth for the elements that it  
22 provides to itself.

23 In regards to an example of an area that isn't,  
24 from what I can tell, included in BellSouth's proposal --  
25 for example, looking back at Exhibit WNS-E, Page 1 of 2, or

1 even 2 of 2 in that same testimony of BellSouth, nowhere  
2 here do I see a measurement for the timeliness of providing  
3 preordering information.

4           Perhaps it's identified under different  
5 nomenclature, but I don't see where that information is  
6 included here. Without that kind of information --  
7 information, for example, like the provision by BellSouth to  
8 WorldCom of preordering information compared to the  
9 provision of the preordering information to BellSouth  
10 itself -- one can't determine whether we are at parity.

11           Q. I appreciate your explanation, but we would really  
12 appreciate it if you could have that as a third late-filed  
13 deposition exhibit and just doing the same thing that you  
14 just did in your explanation, doing a comparison of the two  
15 different proposals and identifying the deficiencies that  
16 you found in BellSouth's proposal. And that can be just  
17 titled --

18           MR. SELF: Deficiencies in BellSouth's Standards.  
19 Does that sound right?

20           WITNESS McCAUSLAND: Sounds good.

21           MS. CULPEPPER: Comparison of Deficiencies.

22           MR. MARKS: Comparison of Performance Standards.

23           MS. CULPEPPER: Comparison and Deficiencies.

24           MR. SELF: Comparison and Deficiencies of  
25 Performance Standards.

1 (Late-filed Exhibit No. 3 identified.)

2 BY MS. CULPEPPER:

3 Q. I would like to go back now and ask you just a  
4 couple more generic questions. Has WorldCom requested  
5 interconnection with BellSouth in Florida?

6 A. Defining interconnection as collocation or  
7 interconnection for local unbundled network elements like  
8 loops?

9 Q. Both.

10 A. WorldCom has requested collocation interconnection  
11 from BellSouth in Florida. WorldCom -- defining requesting  
12 interconnection to unbundled network elements as being -- as  
13 issuing an order for unbundled network elements, no,  
14 WorldCom hasn't yet done that for unbundled loops, for  
15 example. WorldCom, of course, had requested in its  
16 negotiations that BellSouth make available to it  
17 interconnection to such elements, as unbundled loops.

18 Q. Have you received interconnection from BellSouth  
19 in the manner that you requested?

20 A. WorldCom has not yet received interconnection to  
21 unbundled network elements such as unbundled loops in  
22 Florida because we're not operational yet for local services  
23 here. WorldCom has received interconnection through  
24 collocation arrangements in some central offices at  
25 BellSouth as a result of previous requests for central

1 office collocation interconnection.

2 Q. Well, you stated that WorldCom isn't providing  
3 service yet in Florida. Could you clarify, does that mean  
4 that BellSouth has not requested any services for resale in  
5 Florida?

6 MR. SELF: You mean WorldCom? You said  
7 BellSouth.

8 MS. CULPEPPER: I apologize.

9 WITNESS McCAUSLAND: WorldCom, in terms of resale  
10 services, is prepared at this time to begin to issue  
11 orders very soon, perhaps as early as this week. To  
12 date WorldCom hasn't issued orders for resale services  
13 in Florida.

14 BY MS. CULPEPPER:

15 Q. Okay, let's turn now to -- looking more at  
16 responses to interrogatories and rebuttal testimony. In  
17 WorldCom's response to Staff's Second Set of  
18 Interrogatories, No. 38b. Let's see. You state there that  
19 the resold services identified in Attachment C of WorldCom's  
20 response to Item 38a were scheduled for provisioning on June  
21 15, 1997. Has BellSouth provided WorldCom with all the  
22 resold services that your company has requested?

23 A. One moment, please. (Pause) I'm sorry, would you  
24 please restate the question?

25 Q. WorldCom had indicated in 38b that the resold

1 services that are identified in Attachment C of WorldCom's  
2 response to 38a were scheduled for provisioning on June 15th  
3 of this year. And I believe you've indicated that you're  
4 not providing service through resale?

5 A. Right.

6 Q. And that you had not received any indication yet  
7 from BellSouth as to whether you would get these services?

8 A. Right.

9 Q. Is that correct?

10 A. That is correct. There's been a delay in roll-out  
11 of resale in Florida.

12 Q. Could you explain why that delay has occurred?

13 A. I don't recall the details, and we can provide  
14 that to you if you wish, as a follow-up.

15 Q. We would like that as Late-filed Deposition  
16 Exhibit 4, Explanation of Delay in Resale Services.

17 MR. SELF: Delay in resale services. Roll-out?

18 WITNESS McCAUSLAND: Roll-out is what I know it  
19 as.

20 BY MS. CULPEPPER:

21 Q. Can I just ask you to clarify, WorldCom has asked  
22 for these services through resale; is that correct?

23 A. WorldCom has requested that BellSouth make them  
24 available to WorldCom. WorldCom hasn't actually issued  
25 orders yet to begin to provide customers with those services

1 through the use of resale.

2 Q. Okay. I think that we don't need the late-filed  
3 Exhibit 4 now.

4 MR. SELF: So we'll strike late-filed deposition  
5 Exhibit No. 4.

6 BY MS. CULPEPPER:

7 Q. I would like to refer you now to WorldCom's  
8 Response to Staff's Third Set of Interrogatories, and  
9 specifically to WorldCom's response to question 53, which is  
10 on Page 5 of your response.

11 A. I'm sorry, which of these are we looking at?

12 Q. Interrogatory 53.

13 A. Okay.

14 Q. In the response there, WorldCom states that it has  
15 ordered and installed circuits from the switch site to the  
16 BellSouth 911 tandem. However, there is an issue with  
17 respect to the design which requires the overbuild of a 911  
18 network in order to be in compliance with BellSouth  
19 requirements. And the response also indicates that the  
20 design requirements are costly and make it difficult for  
21 WorldCom to provide 911.

22 If I could refer you back to Page 18 of your  
23 direct testimony, there you also address the complications  
24 involving 911 and call completion arrangements. And also,  
25 in the rebuttal testimony filed by Mr. Milner in this

1 docket -- are you familiar with the rebuttal testimony?

2 A. Yes, I am.

3 Q. Mr. Milner states at Page 31 of his rebuttal  
4 testimony, in Lines 1 through 2, that BellSouth switches are  
5 connected in the same fashion as WorldCom's, and he was  
6 unsure what WorldCom wanted BellSouth to do in order to make  
7 interconnection easier. Could you respond to that  
8 statement?

9 A. The first response is that the intent of my use of  
10 that 911 situation, as an example, was not necessarily to  
11 attack BellSouth, as I think he perceived it, but rather to  
12 highlight that a new entrant is faced with substantial --  
13 potentially substantial costs and network build in order to  
14 be able to enter the local service market.

15 In addition, the second point that I wanted to  
16 convey was that the incumbent LECs that have in some  
17 instances, as apparently in this instance, agreed to, for  
18 their own purposes previously over the years, network  
19 configurations that maybe are customized to it, the  
20 incumbent LEC, and maybe not, as my perception is in this  
21 case, friendly to new entrants from a design perspective.  
22 In other words, what may work well for one telephone company  
23 operating as a monopoly may not work well for new entrants  
24 trying to do the same thing. Does that help?

25 Q. Yes. Thank you. Now, could you clarify, is



1 BellSouth currently providing WorldCom with access to 911  
2 and E911 as an unbundled network element?

3 A. Yes, it is.

4 Q. Is it providing 911 and E911 in the manner which  
5 WorldCom requested?

6 A. WorldCom is, this very hour as I understand it,  
7 testing in the Miami area for the primary circuits that have  
8 been established and is working through some additional  
9 issues that have arisen.

10 Q. Could you tell us what some of those additional  
11 issues are?

12 A. My knowledge is somewhat limited on the E911  
13 provisioning there. As I understand it, there's some backup  
14 circuits that require some additional work, and I am really  
15 not able to get into greater detail at this time on that  
16 issue.

17 Q. Back in your direct testimony, at Lines 3 through  
18 4 on Page 18, you add that WorldCom has been forced to  
19 redesign and overbuild its trunking from WorldCom's switch  
20 site due to BellSouth's system design. Are the restrictions  
21 of BellSouth's 911 system design strict, in your opinion?

22 A. The definition of the word strict, I guess, is a  
23 little elusive to me in this context. The BellSouth design  
24 isn't -- it doesn't appear to WorldCom to be very efficient  
25 for it to adopt, yet WorldCom doesn't see that it has any

1 alternative but to adopt the same design for itself.

2 Q. Do you believe that these design requirements are  
3 discriminatory?

4 A. Based on the level of information that I currently  
5 have, I can't make that assessment at this time.

6 Q. Are you aware of whether BellSouth is held to the  
7 same requirements?

8 A. I -- is held by whom to the same requirements?

9 Q. Does it have to comply with the same design  
10 requirements in order to obtain 911 and E911?

11 A. I don't know.

12 Q. How about the costliness of the design  
13 requirements, does WorldCom believe that to be  
14 discriminatory?

15 A. I don't know because I don't have enough  
16 information about BellSouth's own design to make that  
17 assessment at this time.

18 Q. Well you had stated that costliness was a  
19 problem. Could you explain that a little more then?

20 A. The statement that costliness is a problem  
21 pertains to the requirement, as I understood it, that we  
22 were to establish five separate trunk groups for the backup  
23 911 traffic routing, rather than just one pair of trunk  
24 groups which would provide more network efficiencies. It's  
25 my belief that in BellSouth's network, even though BellSouth

1 may have five separate trunk groups established, one for  
2 each of the PSAPs -- the public service access point, I  
3 believe is what that stands for -- BellSouth will generate  
4 typically enough traffic to justify five separate trunks.  
5 At this time in the early stages of a new entrant, I  
6 wouldn't expect that WorldCom or other new entrants would  
7 generate that much 911 traffic to justify five separate  
8 trunk groups.

9           If my understanding of this design is correct,  
10 it's my strong belief that any such requirement for separate  
11 trunk groups is unnecessarily inefficient for new entrants.  
12 However, I will also state that for the backup arrangements,  
13 there are still activities underway in an effort to refine  
14 those arrangements to hopefully result in greater  
15 efficiencies for us.

16           I will also state that it's my understanding that  
17 BellSouth has, as recently as yesterday, indicated to us  
18 some reluctance to participate with us in joint discussions  
19 with some of the PSAP authorities, and it would be helpful  
20 if they could assist us in that effort.

21           Q. Did they explain why they were reluctant to  
22 participate?

23           A. One moment, please. One moment please. (Pause)  
24 BellSouth indicated that it was concerned about the  
25 protocol -- the term that they used, as I understand it, was

1 protocol -- of them meeting with us jointly with the PSAP  
2 authorities. And they had to, according to my internal  
3 WorldCom source, go to senior management at BellSouth to  
4 determine whether it is appropriate for them to do so.

5 Q. Thank you. Is BellSouth currently providing  
6 WorldCom with access to directory assistance as an unbundled  
7 network element?

8 A. For some reason I become foggy on this one. I  
9 believe the answer is yes, we've tested and are ready to  
10 begin when we roll out our local services.

11 Q. Could we ask you to go back and check and see  
12 whether WorldCom is -- and have that as a late-filed.

13 A. Certainly.

14 MR. SELF: What number will this one be?

15 MS. CULPEPPER: This one will be 4.

16 MR. SELF: And what is it you want?

17 MS. CULPEPPER: Let's see, whether WorldCom has  
18 access to directory assistance -- or whether BellSouth  
19 is providing WorldCom with access to directory  
20 assistance.

21 MR. SELF: Has BellSouth provided access to  
22 directory assistance? Is that right?

23 MS. CULPEPPER: Right. As a UNE.

24 MR. SELF: As a UNE.

25 MS. CULPEPPER: And in providing that, could you

1           also indicate whether that was included as a part of  
2           WorldCom's interconnection agreement with BellSouth?

3           WITNESS MCCAUSLAND:   Yes.

4           (Late-filed Exhibit No. 4 identified.)

5           MR. SELF:   Is that answer sufficient or do you  
6           want that in writing too?

7   BY MS. CULPEPPER:

8           Q.   You're saying yes, it was a part of the  
9           interconnection agreement, or yes, you can get the  
10          information?

11          A.   Yes, it was a part of the interconnection  
12          agreement, definitely.

13          Q.   Well, maybe you can answer some of these other  
14          ones then.  As I understand it, you think that BellSouth is  
15          providing directory assistance, to the best of your  
16          knowledge, right now?

17          A.   In terms of local services, given that WorldCom  
18          isn't yet operating, one could argue that BellSouth isn't.  
19          However, it's my understanding that the circuits have been  
20          established, and it's my recollection, but we'll check, that  
21          WorldCom has accepted those circuits as operational even  
22          though no customer traffic yet would be flowing over them.  
23          We'll verify that.

24          Q.   Do you know how BellSouth provides this service to  
25          itself?

1 A. No, I don't.

2 Q. Are you aware of whether BellSouth's requirements  
3 to obtain directory assistance as a UNE are reasonable in  
4 terms of design and cost?

5 A. No, I'm not.

6 Q. Is BellSouth currently providing WorldCom access  
7 to operator call completion services as an unbundled network  
8 element?

9 A. The answer is the same as for directory  
10 assistance. I believe those two were addressed together.

11 Q. Could we include that in the same late-filed  
12 deposition exhibit? I don't believe it will be necessary to  
13 make a separate one. Same information regarding operator  
14 call completion services. And we can just add that to the  
15 title.

16 MR. SELF: So deposition Exhibit No. 4 is: Has  
17 BellSouth provided access to directory assistance and  
18 operator call completion as UNEs?

19 MS. CULPEPPER: Correct.

20 BY MS. CULPEPPER:

21 Q. Let's turn now to your own rebuttal testimony.  
22 Looking on Page 2 in Lines 6 through 10. You state there  
23 that OSS performance targets and measurements set in  
24 isolation of the measurements for interconnection and access  
25 that BellSouth provides to itself of are of no value in

1 demonstrating parity. Should OSS performance targets and  
2 measurements be set using BellSouth's measures as  
3 benchmarks?

4 A. Not using BellSouth's measures as benchmarks,  
5 per se, using BellSouth's measures as the comparison for  
6 compliance with the requirement. Perhaps we're saying the  
7 same thing, but my point there is that the establishment of  
8 targets, like those that I saw proposed in BellSouth's  
9 testimony, doesn't tell us that the performance for the  
10 interconnection provided to WorldCom is truly at parity and  
11 non-discriminatory with that which BellSouth provides to  
12 itself.

13 Q. Looking now in Line 13, you state there that  
14 BellSouth must add other key measurements in order to  
15 demonstrate parity. Would you explain to us what the other  
16 key measurements are that you're referring to there?

17 A. An example would include the preordering  
18 performance. How quickly does WorldCom gain access to the  
19 information that it needs for preordering compared to how  
20 quickly does BellSouth gain access to the same information  
21 through its different system, DOE, for example, in Florida?  
22 That's one example of several I can think of.

23 Q. How critical are these other key measurements?

24 A. They are very critical, depending on the  
25 measurement, of course. If, for example, WorldCom were not

1 able to gain access as quickly to preordering information as  
2 BellSouth can, customers would -- would recognize that when  
3 they called BellSouth, BellSouth's order taker, BellSouth's  
4 service representative could provide it with much quicker  
5 service than WorldCom could in that situation. BellSouth  
6 would be at a competitive advantage over WorldCom if such  
7 parity weren't established and enforced.

8 Q. Can you explain -- we've talked a lot about  
9 empirical data and using this for measurements and to  
10 determine whether BellSouth is providing access in a  
11 non-discriminatory manner. Could you explain, maybe a  
12 little bit, how empirical data can be used to determine  
13 discrimination or non-discrimination?

14 A. Empirical data that's verifiable and proven to be  
15 statistically valid, would effectively present the snapshot  
16 of the access provided both to WorldCom and to BellSouth for  
17 the same items. The comparison then would be possible.  
18 Without such empirical data, I don't believe that it is  
19 possible to determine whether parity exists.

20 Q. So if I could just -- just to clarify what you're  
21 saying, the data wouldn't be used actually to make the  
22 determination, it would be used to clarify the picture?

23 A. The data would have to be used also to make the  
24 determination. The data would be an important part of the  
25 information necessary in order to make that assessment.



1 Without the data, one could not judge whether parity and  
2 non-discrimination requirements have been met.

3 Q. If you would now turn over to Page 3 in your  
4 rebuttal testimony. And looking in Lines 3 through 9, you  
5 state there that it is WorldCom's understanding that EDI is  
6 not fully mechanized.

7 Then down in Lines 12 through 13, you add that  
8 until access is possible through a fully mechanized OSS  
9 interface, WorldCom will not be at parity with BellSouth.

10 Must access to OSS be fully mechanized to reach  
11 parity with BellSouth?

12 A. Almost certainly it would have to be fully  
13 mechanized to allow for the kind of interaction that  
14 BellSouth apparently has with its own systems that WorldCom  
15 currently does not have with those same systems. I am not  
16 aware of any way to speed up a manual intervention  
17 arrangement to the point of being as efficient as a  
18 direct -- directly connected interactive arrangement. In  
19 other words, manual intervention almost inherently would  
20 produce deficient interactive arrangement.

21 Q. Then turning now over to Page 4 of your rebuttal  
22 testimony: Looking in Lines 13 through 14, you state there  
23 that placing the costs for BellSouth's own OSS interfaces  
24 squarely on ALECs does not comply with the 1996 Act. Could  
25 you explain your basis for that statement?

1       A.    This issue pertains to the daily usage records.  
2   And BellSouth has identified a charge or set of charges for  
3   such records, and it's my recollection that BellSouth hasn't  
4   supported those costs at this time, or as of now, and  
5   demonstrated that they're based on cost. And it's therefore  
6   not clear whether those costs include any elements that  
7   don't pertain to WorldCom's use. In other words, there  
8   hasn't been an appropriate cost showing in terms of the  
9   charges for daily usage records, and therefore one could  
10   perceive those charges, which appear to us to be somewhat  
11   excessive, to be noncompliant with the cost requirements of  
12   the Act.

13       Q.    So is that extra charge that you've referred to,  
14   is that what you are referring to in placing the costs for  
15   BellSouth's own OSS interfaces squarely on ALECs?

16       A.    I'm sorry, repeat the question, please.

17       Q.    You stated in Lines 13 through 14, you referred to  
18   placing the costs for BellSouth's own OSS interfaces  
19   squarely on ALECs. Is that additional charge what you're  
20   referring to there?

21       A.    That is correct. The additional charge that I'm  
22   referring to here pertains to the daily usage record. But  
23   this statement, frankly, complies -- or pardon me, it  
24   applies to other OSSs. Certainly, in fact, it's my  
25   recollection that this commission in the context of the AT&T

1 and MCI arbitrations made a similar determination.

2 Q. Would you explain what other interfaces you're  
3 referring to then?

4 A. Any OSS interfaces that we use to obtain  
5 information. That would include, of course, preordering,  
6 ordering, provisioning ultimately, trouble maintenance and  
7 repair, and billing.

8 Q. And when you say that BellSouth is placing its own  
9 costs on ALECs for these other interfaces, are they doing it  
10 in the same manner as for the daily usage records?

11 A. No, not necessarily. But I would have to go back  
12 and compare. This statement, again, was made in the context  
13 of the daily usage records. If BellSouth were charging us  
14 for those other elements -- I'm not aware that they are  
15 doing that for each of those other elements as they are here  
16 with the daily usage record, but if they were, this  
17 statement would apply.

18 Q. Specifically regarding the charge for the daily  
19 usage record, if that charge is cost-based, will that comply  
20 with the Act?

21 A. I'm not a lawyer, but --

22 Q. In your opinion?

23 A. In my opinion, yes. If this Commission determined  
24 that those costs are -- those charges are cost-based, then  
25 the answer in my opinion would be yes.

1 MS. CULPEPPER: I believe those are all the  
2 questions that Staff has. Thank you.

3 MR. CARVER: I'm going to have a few.

4 MR. SELF: We're going to go off the record.  
5 We'll be back in a few minutes.

6 (Recess from 2:55 p.m. until 3:07 p.m.)

7 MR. CARVER: Are you ready, Mr. McCausland?

8 WITNESS MCCAUSLAND: Yes, I am.

9 EXAMINATION

10 BY MR. CARVER:

11 Q. My name is Phil Carver, and I represent  
12 BellSouth. And I want to begin with your rebuttal  
13 testimony. I just have one point I want to clarify, and  
14 then I want to go back and ask some general questions.

15 On Page 4 of your rebuttal testimony, Lines 11 and  
16 12. Let me know when you're ready.

17 A. Okay, I'm ready.

18 Q. You say, of course the Telecommunications Act of  
19 1996 mandates that unbundled network elements be priced at  
20 cost.

21 Now, by that do you mean that the prices have to  
22 be based on cost, or are you saying that the price has to  
23 equal the cost?

24 A. I'm saying that the prices have to be based on  
25 cost.

1           Q.    But at the same time -- so basically there is cost  
2 plus something that's not strictly cost related that would  
3 go into the price?

4           A.    Anything above cost would have to, of course, be  
5 scrutinized and approved by the Commission and then -- yes.

6           Q.    Okay, let me ask you a few general questions about  
7 what WorldCom is doing in Florida at this point. Do you  
8 have any switches in Florida right now?

9           A.    Yes, we have switches that exist in Florida.

10          Q.    How many?

11          A.    I know of one immediately, and I'm sorry, I don't  
12 have any other details.

13          Q.    Where is the one that you know of?

14          A.    In Miami, or the immediate Miami area.

15          Q.    And that one is not currently operational?

16          A.    Very close to being operational, but not yet  
17 operational for local dial tone service customers.

18          Q.    When you say it's close to being operational, does  
19 that mean you plan to begin serving customers shortly  
20 through this switch?

21          A.    Yes.

22          Q.    And when would that be?

23          A.    As soon as we can overcome some of the remaining  
24 issues and the unbundled loop trial for purposes of  
25 customers which are not directly on our network.

1 Q. Will any customers be served using that switch in  
2 conjunction with -- let me rephrase that. When you begin to  
3 serve customers from that switch, will there be any who are  
4 served exclusively by WorldCom through its own facilities?

5 A. Yes.

6 Q. Will there be other customers who will be served  
7 by way of that switch in combination with BellSouth  
8 facilities?

9 A. Yes.

10 Q. Will there be customers served through that switch  
11 in conjunction with facilities of any other carrier? In  
12 other words, are you going to interconnect with anyone other  
13 than BellSouth?

14 A. I don't know.

15 Q. So it's not -- that's not a negative response, you  
16 just don't know whether you will or not?

17 A. Right.

18 Q. So do you know if there are currently any plans  
19 anywhere in Florida to interconnect with carriers other than  
20 BellSouth?

21 A. Yes.

22 Q. And what carriers?

23 A. The Sprint-United companies and GTE.

24 Q. And with Sprint-United that would be the ILEC?

25 A. Yes.

1 Q. Do you have any plans to interconnect with other  
2 ALECs?

3 A. I don't know.

4 Q. Are you currently building any other switches,  
5 other than the one in Miami?

6 A. I'm sorry, I don't have that information.

7 Q. If I understood you correctly, currently WorldCom  
8 does not serve any customers in the State of Florida, either  
9 business or residential, correct?

10 A. For dial tone services, that is correct. We, of  
11 course, do serve customers for CAP services, for example.

12 Q. Okay. Well for purposes of my questions, unless I  
13 specify otherwise, I'm talking about local exchange service,  
14 local dial tone.

15 Now, with resale, I believe you indicated that  
16 there was an intention to serve customers through resale at  
17 some point?

18 A. Yes, there is an intention to serve customers  
19 through resale.

20 Q. And would that be business or residential or both?

21 A. Business customers.

22 Q. No residential customers would be served?

23 A. That is correct.

24 Q. Does WorldCom currently have plans to serve any  
25 residential customers in any manner?

1           A.    Not to my knowledge.

2           Q.    And the resale plans -- if I understood your  
3 testimony correctly, the delays in implementing those plans  
4 are not due to anything that you attributed to BellSouth; is  
5 that correct?

6           A.    There have been many issues that have arisen.  
7 Some have involved BellSouth, some have not. It is a  
8 combination of -- it is a combination of, as I understand  
9 it, of BellSouth issues and WorldCom issues too.

10          Q.    Let me ask the question differently. Is there  
11 anything that BellSouth has done that you believe has  
12 delayed your ability to serve customers through resale?

13          A.    Through resale?

14          Q.    Yes.

15          A.    I'm sorry, we'll get more information on that. I  
16 don't recall, as I indicated earlier when we discussed  
17 resale, some of the details of the delay. We had planned,  
18 as you know, to roll out resale services in mid-June  
19 initially, and there was a delay, and I don't recall those  
20 details at this time.

21          Q.    Okay, well just a moment ago you said there were  
22 BellSouth issues and WorldCom issues. Were you talking  
23 about resale?

24          A.    No, I'm sorry. I misunderstood the question at  
25 that time. If you were limiting the question to resale, I



1 can't answer that at this time because I don't recall. I  
2 was not referring just to resale in that statement.

3 Q. Could I get a late-filed exhibit which would be  
4 basically to the extent -- well, I'll give you a description  
5 first and then maybe we can look for a title. Basically,  
6 anything that WorldCom believes has delayed its entry into  
7 resale that's attributable to BellSouth, and if there's  
8 nothing, you just tell me there's nothing. That's fine. We  
9 can call this Resale Delays.

10 MR. SELF: All right, just so I understand, this  
11 will be resale only delays that are attributable to  
12 BellSouth?

13 MR. CARVER: Take them one at a time, but for  
14 purposes of now, if there's anything that WorldCom is  
15 contending that BellSouth has done that's delayed its  
16 resale entry, then I would like to know what it is. If  
17 nothing, just indicate nothing in the late-filed and  
18 that would be fine.

19 MR. SELF: So that would be late-filed Deposition  
20 Exhibit No. 5.

21 (Late-filed Exhibit No. 5 identified.)

22 BY MR. CARVER:

23 Q. Now moving to serving customers through the use of  
24 BellSouth facilities. Was that what you were referring to  
25 previously when you said there were BellSouth issues and

1 WorldCom issues?

2 A. Yes.

3 Q. What specifically are the BellSouth issues?

4 A. One example involves the implementation of  
5 collocation in the Miami area. I've been told that a number  
6 of issues have been raised recently, within the past several  
7 weeks, involving the implementation of our collocation  
8 arrangements. The most recent one that comes to mind  
9 involves BellSouth changing the frame layout in at least one  
10 central office in the Miami area that caused a delay of  
11 several days.

12 Q. Is that delay over now?

13 A. As of yesterday when I got the last information,  
14 it was not, but we appear to be very close to being able to  
15 proceed with the pilot, the pilot being the trial for the  
16 use of the loops. In other words, we appear to be very  
17 close based on most recent information I've received.

18 Q. Do you have a date by which you anticipate that  
19 you will be serving business customers on a facilities  
20 basis?

21 A. Through the use of unbundled network elements,  
22 like loops?

23 Q. (Nods affirmatively)

24 A. We hope to be within, say, six weeks of providing  
25 services through the use of unbundled loops. However, in

1 Georgia we were delayed because of longer than expected  
2 unbundled loop trial. We recognize that the same kinds of  
3 issues that have arisen there may arise here. So we're  
4 holding off our sales efforts until we're confident that we  
5 can overcome those kinds of issues.

6 Q. And those issues haven't arisen here yet,  
7 correct?

8 A. We haven't proceeded with the trial yet, so none  
9 of those kinds of issues have arisen here yet.

10 Q. What kind of issues arose in Georgia?

11 A. There were issues, actually quite a broad array of  
12 issues that arose, as I understand it. For example, issues  
13 pertaining to the processing of orders, the issuance and  
14 processing of orders for the loops. There were issues  
15 pertaining to the remote call forwarding that caused a  
16 delay, actually I understand a fairly lengthy delay in  
17 Georgia.

18 There are others which aren't coming to mind right  
19 now.

20 Q. When did that trial occur?

21 A. It was earlier this year. I don't have the dates.

22 Q. Would you know whether it was first quarter or  
23 second quarter, third quarter?

24 A. Actually, the trial, as I recall, was completed in  
25 the first or second quarter. My recollection is that it had

1 actually begun late in '96. Again, I'm sorry, I don't  
2 recall the dates.

3 Q. If you're not -- and this question goes to using  
4 BellSouth's facilities. If you're not serving any customers  
5 now, is it safe to say that no UNEs have been provisioned?

6 A. Yes, it is.

7 Q. Have any been ordered?

8 A. Not for customers. Possibly for the pilot, the  
9 upcoming pilot or trial.

10 Q. When you said at the beginning of the deposition  
11 that WorldCom had asked for loops, switching, OSS  
12 interfaces, were you just referring to what was covered by  
13 the interconnection agreement?

14 A. Yes.

15 Q. Okay. But at this point nothing -- other than  
16 minimal ordering for testing purposes, nothing has actually  
17 been ordered, of these UNEs?

18 A. That's correct, in Florida.

19 Q. In Florida. Has WorldCom reserved any NXXs in  
20 Florida?

21 A. Yes, it has.

22 Q. How many?

23 A. I don't know.

24 Q. And no numbers that, I take it, turned up in any  
25 of those yet?

1           A.    Turned up -- we're not providing dial tone  
2 services to customers.

3           Q.    So I guess it would be only testing that might  
4 potentially be the result of something that's being turned  
5 up?

6           A.    There may be some terminating only that have been  
7 activated whereby we're not providing dial tone to  
8 customers. But using the NXXs, I don't know the extent of  
9 that, if it exists here.

10          Q.    Excuse me just a second. Did you say you didn't  
11 know how many there are?

12          A.    No, I do not know the number.

13          Q.    Do you know where they are?

14          A.    I know that at least one is in Miami, or the Miami  
15 area.

16          Q.    Can I get that as a late-filed exhibit? Be Number  
17 and Location of NXXs.

18               MR. SELF: That's Late-filed Deposition Exhibit  
19 No. 6, number and location of NXXs requested by  
20 WorldCom in Florida.

21               MR. CARVER: Yes.

22               (Late-filed Exhibit No. 6 identified.)

23 BY MR. CARVER:

24          Q.    Do you have any personal knowledge about services  
25 that BellSouth has provided to other ALECs in Florida?

1           A.    Only what I've read in the testimony in this  
2 proceeding.

3           Q.    Okay. Are you familiar with this commission's  
4 rules regarding quality of service that apply to BellSouth?

5           A.    I've read a little bit about that, but I'm not  
6 extremely familiar with them, no.

7           Q.    Remind me again, what was the name of the group  
8 that WorldCom is a member of that it proposed service  
9 standards to BellSouth?

10          A.    Local Competition Users Group, LCUG, Local  
11 Competition Users Group.

12          Q.    Have you made any comparison of the rules proposed  
13 by that group to the rules of this commission?

14          A.    No, I haven't.

15          Q.    Does BellSouth -- I'm jumping around a little bit  
16 here. So I apologize. Does BellSouth provide any unbundled  
17 loops to itself today?

18          A.    BellSouth provides, of course, loops to itself. I  
19 don't know whether BellSouth provides unbundled loops to  
20 itself.

21          Q.    With UNEs in general -- let's assume for purposes  
22 of this question that BellSouth doesn't use UNEs, that  
23 they're all assembled and put together. How would you  
24 measure parity in the provisioning of UNEs?

25          A.    When I was in service costs many years ago we

1 would perform what we called TOC analyses, Time Oriented  
2 Costing, T-O-C, time oriented costing analyses. We would  
3 actually have individuals go to the field and observe the  
4 implementation of the parts of the total service, and such  
5 an analysis seemingly would be helpful for these purposes  
6 too.

7 Q. So then in your view, to establish parity,  
8 BellSouth would have to develop some way to measure how long  
9 it took to provision UNEs to itself, if it in fact used them  
10 that way?

11 A. BellSouth absolutely needs to create a process to  
12 produce the kind of information necessary to demonstrate  
13 parity and non-discrimination. And if an effective means of  
14 doing that is the use of a time -- pardon me, task oriented  
15 costing methodology, then that's what I would suggest  
16 BellSouth do.

17 Q. Okay, and does that hold true, generally? Do you  
18 believe that in any instance where you can't make a direct  
19 comparison between something provided to an ALEC and  
20 something BellSouth uses, then BellSouth has to come up  
21 with, if you will, a sort of artificial test for itself to  
22 establish parity?

23 A. BellSouth or some other party that could assist in  
24 that effort.

25 Q. Where does WorldCom currently collocate with

1 BellSouth or interconnect?

2 A. WorldCom, as I recall, has some collocation  
3 arrangements in offices in the Orlando area, and we are  
4 establishing and possibly have established one or two in the  
5 Miami area, in Florida.

6 Q. Are those physical or virtual collocation  
7 arrangements?

8 A. WorldCom has requested physical collocation and  
9 has in place already virtual collocation, in some offices.

10 Q. So then it has numerous requests in each area?

11 A. Requests for collocation in several offices.

12 Q. In each area?

13 A. In both the Miami area and in the Orlando area.

14 Q. And so currently -- and currently you have virtual  
15 collocation in both of them?

16 A. We have virtual collocation in -- let's see, in  
17 the Orlando area, as I recall, with BellSouth, and we're  
18 establishing a virtual collocation arrangement right now  
19 with BellSouth, as I recall, in the Miami area.

20 Q. And the physical collocation arrangements that  
21 you've requested, those have been requested in both cities  
22 also?

23 A. I believe so, but I don't have all the specifics  
24 with me here.

25 Q. On Page 19 of your testimony, Lines 15 through



1 17.

2 A. My direct?

3 Q. Yes, direct.

4 A. I'm sorry, restate the page.

5 Q. The page is 19, the lines are 15 through 17.

6 A. Okay.

7 Q. And you're talking about service conversions. And  
8 you say there, unfortunately, our experience has been that  
9 it is not an unusual occurrence for the scheduled conversion  
10 to be missed or delayed.

11 Now I take it that you're not referring to any  
12 experience in Florida here?

13 A. That's correct. I'm referring to experience in  
14 Georgia with BellSouth.

15 Q. And when was that?

16 A. Quite recently, within the past 60 to 90 days,  
17 certainly.

18 Q. And can you quantify how many instances this  
19 occurred?

20 A. I don't recall the number. It was, as I recall,  
21 fewer than 200. At the time that I did the research,  
22 approximately 45 to 50 were very problematic.

23 Q. So these are 45 instances in which there was some  
24 sort of a scheduling of an appointment and it turned out to  
25 be problematic?

1 A. Yes, at least that.

2 Q. And do you know how many appointments were  
3 scheduled all together?

4 A. I don't recall the specifics, no.

5 Q. On Page 21, Lines 7 and 8, you say experience with  
6 BellSouth's current OSS interface arrangements has to date  
7 been minimal. Has there been any experience at all in  
8 Florida?

9 A. No.

10 Q. Do you have any direct experience with LENS?

11 A. No, not yet.

12 Q. Now -- and I believe this is something you agreed  
13 to produce earlier as a late-filed exhibit. I just wanted  
14 to ask you a little bit about it. The documents upon which  
15 you relied upon to form the conclusion that LENS was  
16 inadequate, is that conclusion something contained in the  
17 documents or did you use those documents to reach your own  
18 opinion and conclusion?

19 A. No, I used those documents to reach my conclusion,  
20 as did other WorldCom employees.

21 Q. So what kind of information is contained in the  
22 documents?

23 A. For example, limitation, as I recall, of LENS for  
24 resale to six lines per order, whereas WorldCom, of course,  
25 orders, for its typical customers, ten to 12, on average,

1 lines per order. That kind of situation creates a  
2 substantial problem for us. It's a deficiency.

3 Q. Were these BellSouth documents or were these  
4 documents prepared by other entities?

5 A. I don't recall.

6 Q. When you say in your testimony -- and I know you  
7 covered this, but I just would like a clarification -- tha  
8 the EDI interface isn't mechanized, what's the source or th  
9 basis of that conclusion?

10 A. I'm thinking back. I'm sorry, I don't recall. I  
11 would have to look back in my notes.

12 Q. Could you do that, please?

13 A. Certainly.

14 MR. SELF: Right now?

15 MR. CARVER: Well, I mean, is it practical to do  
16 right now, or would you rather give me a late-filed?

17 WITNESS McCAUSLAND: Let me take a quick look and  
18 see if I can backtrack that one.

19 Restate the question for me, please.

20 BY MR. CARVER:

21 Q. In your testimony you state that EDI interfaces  
22 are not mechanized. And my question was what you based that  
23 conclusion upon. (Pause)

24 MR. SELF: Can we go off the record just a  
25 second?

o

1 (Discussion off the record)

2 MR. SELF: We're back on.

3 WITNESS MCCAUSLAND: I can't locate that right  
4 now. I apologize.

5 MR. CARVER: Can I have that as a late-filed  
6 exhibit? I've located it in the testimony. It's Page  
7 22, Lines 10 and 11, the statement that "the EDI  
8 interface that BellSouth is now emphasizing does not  
9 meet our need due to the fact it is not mechanized."

10 So the request for late-filed is whatever he  
11 relied upon to reach the conclusion that the interface  
12 is not mechanized.

13 MR. SELF: That's Deposition Exhibit No. 7, and  
14 that's the basis for the statement at Page 22, Lines 10  
15 to 11, about the non-mechanization.

16 MR. CARVER: Of the EDI interface.

17 MR. SELF: Yes.

18 (Late-filed Exhibit No. 7 identified.)

19 BY MR. CARVER:

20 Q. As I understand the situation, you're collocated  
21 but you haven't actually ordered anything yet; is that  
22 correct?

23 A. I haven't actually ordered any unbundled network  
24 elements for local dial tone services yet, yes.

25 Q. Is the collocation just preparatory to ordering

1 those UNEs to provide services?

2 A. And CAP type services as well.

3 Q. Is the collocation currently being used to provide  
4 CAP type services, or are you saying it will be used for  
5 that purpose in the future?

6 A. In the offices that have been activated, the  
7 collocation arrangements in the central offices are being  
8 used for CAP services.

9 Q. I just want a clarification on Page 18. There's a  
10 discussion, which I believe actually begins on the previous  
11 page about 911, and I just want to ask a follow-up or two to  
12 the previous questions. In this whole section here, Lines 1  
13 through 12 on Page 18, are you just making a general point  
14 here about entry, or are you complaining specifically about  
15 something that BellSouth has done?

16 A. I am -- in regards to your first question, general  
17 point about entry, the answer is yes. In terms of  
18 complaining about something that BellSouth has done, I'll  
19 clarify that what I'm doing is highlighting that BellSouth  
20 has established arrangements in a design that are conducive  
21 to an ILEC in a monopoly, single provider type environment,  
22 but that may not necessarily be conducive to the entry of  
23 new dial tone competitors or ALECs.

24 Q. Do you believe that BellSouth has the ability to  
25 redesign or reconfigure its network to accommodate ALECs?

1       A.    I'm not a lawyer.  In terms of the requirements of  
2 the Act, it's my opinion that BellSouth is not obligated to  
3 change that.

4       Q.    And in response to some earlier questions, I think  
5 you made a statement at one point that you had asked  
6 BellSouth to go with you to speak to someone about PSAP, am  
7 I remembering that correctly?

8       A.    The PSAP authorities.

9       Q.    Who are the PSAP authorities?

10      A.    I don't know the names of the individuals.  
11 They're the people who manage each individual public service  
12 access point, the authorities --

13      Q.    Are these the state authorities?

14      A.    I am sorry, I don't know.

15      Q.    Was this a case of them imposing some requirement  
16 that would apply to ALECs or to incumbent providers or --

17      A.    I'm sorry, ask the question again.

18      Q.    I'm not sure I can ask it any better.  I'm just  
19 trying to find out what the situation is.  You asked  
20 BellSouth to go with you to talk to PSAP authorities.  My  
21 question is basically, who are they?  What were you going to  
22 talk about?  What did you want BellSouth to talk about?  
23 Just tell me a little bit about the situation.

24      A.    And I'll admit that I have a somewhat fragmented  
25 background in terms of 911, so please don't consider me an

1 expert on 911, but clearly issues have arisen that require  
2 coordination between BellSouth, WorldCom and the PSAPs. And  
3 some of those issues are of substantial concern to WorldCom,  
4 of course. We need to be able to ensure that 911 traffic  
5 can be properly completed prior to establishing our dial  
6 tone services.

7           And we have encountered, as you know from this  
8 testimony, some problems in proceeding with that -- the  
9 establishment of those arrangements. And it appears to us  
10 that it's necessary for all three of the parties involved in  
11 the interconnection arrangements to be present to work  
12 through some of the remaining issues in order for us to be  
13 able to provide dial tone service.

14           Q.   Were you personally involved in these meetings?

15           A.   No, I have not been personally involved in those  
16 meetings.

17           Q.   Is it your understanding that there was some sort  
18 of requirements imposed by the PSAP authority that would  
19 apply to WorldCom and WorldCom was asking for some sort of  
20 relief? Is that the situation?

21           A.   I'm sorry, I can't answer that right now. I can't  
22 recall enough details of what was shared, and there's still  
23 discussion occurring at this moment between the people  
24 implementing this.

25           Q.   Okay, so you don't really know what the meeting

1 was going to be about then?

2 A. Well, I know of some of the areas of concern that  
3 exist. And I'm not sure that each of the areas of concern  
4 that exist pertain to the problems that our local personnel  
5 want BellSouth to help us address with the local PSAP  
6 providers. For example, I know that some concerns have  
7 arisen regarding two default situations, one where the ANI,  
8 the automatic number identification, isn't provided for  
9 whatever reason; another when the ALI, automatic or  
10 automated location identifier, isn't provided. Those issues  
11 may or may not be included in the list of items that we feel  
12 BellSouth needs to help us address before the PSAPs. I'm  
13 sorry, I don't have more information on this one at this  
14 time.

15 Q. Okay. Pardon me just a moment. (Pause)

16 MR. CARVER: That's all I've got. Thank you.

17 MR. SELF: Does anybody have any other questions?

18 MS. CULPEPPER: Could we just clarify something?

19 MR. SELF: It's going to cost you. Please, come  
20 on.

21 EXAMINATION

22 BY MS. CULPEPPER:

23 Q. I'm just a little concerned. This regards our  
24 request for Late-filed Exhibit 1. You stated that WorldCom  
25 hasn't actually ordered UNEs for customers?



1 A. Right.

2 Q. Right? Okay, but you have ordered them for a test?

3 A. Right. I believe so. I believe that orders were  
4 issued for the test. They were supposed to have been.

5 Q. Then I believe there may have been some confusion  
6 on what we were actually looking for in our request for  
7 Late-filed Exhibit 1. We just said requested. What we  
8 intended was ordered. And if it was through, that's  
9 actually what we had intended to ask for, was UNEs that had  
10 actually been ordered. I think there's a confusion in the  
11 terms that we were using. That's what we want. And if it  
12 was for a test, just for a test, please indicate that. And  
13 also indicate whether they were provided.

14 Thanks. That's all I have.

15 MR. SELF: So just to clarify you want to know  
16 about UNEs in Florida that have been ordered, and if  
17 they've been ordered only for testing, to indicate  
18 that. And then to the extent that they've been  
19 ordered, have they been provided by BellSouth?

20 MS. CULPEPPER: Correct.

21 MR. SELF: Okay.

22 MS. CULPEPPER: Thank you.

23 MR. SELF: Anybody else? We have no redirect. We  
24 don't waive reading and signing.

25 (Deposition concluded at 3:45 p.m.)

## 1 REPORTER'S DEPOSITION CERTIFICATE

2  
3 STATE OF FLORIDA )

4 COUNTY OF LEON )

5 I, LISA GIROD JONES, Registered Professional  
6 Reporter, certify that I was authorized to and did  
7 stenographically report the above-styled deposition; that a  
8 review of the transcript WAS requested; and that the  
9 transcript is a true and complete record of my stenographic  
10 notes.

11 I further certify that I am not a relative,  
12 employee, attorney, or counsel of any of the parties, nor am  
13 I a relative or employee of any of the parties' attorney or  
14 counsel connected with the action, nor am I financially  
15 interested in the action.

16 DATED this 20<sup>th</sup> day of August, 1997.


17  
18  
19  
20  
21  
22  
23  
24  
25

  
LISA GIROD JONES, RPR, RMR

## 1 CERTIFICATE OF ADMINISTERING OATH

2 STATE OF FLORIDA )

3 COUNTY OF LEON )

4 I, LISA GIROD JONES, Registered Professional  
5 Reporter and Notary Public for the State of Florida;6 DO HEREBY CERTIFY that the witness named herein  
7 personally appeared before me at the time and place  
designated and was duly sworn.8 WITNESS MY HAND AND SEAL this 21<sup>st</sup> day of  
9 August 1997, in the County of Leon, State of  
Florida.10  
11   
12 Lisa Girod Jones, RPR, RMR  
13 Notary Public, State of Florida  
14Lisa Girod Jones  
MY COMMISSION # CC638729 EXPIRES  
May 11, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

LAW OFFICES  
**MESSER, CAPARELLO & SELF**  
A PROFESSIONAL ASSOCIATION

215 SOUTH MONROE STREET, SUITE 701  
POST OFFICE BOX 1876  
TALLAHASSEE, FLORIDA 32302-1876  
TELEPHONE (904) 222-0720  
TELECOPIERS (904) 224-4359; (904) 425-1942

August 25, 1997

**BY HAND DELIVERY**

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 960786-TL

Dear Ms. Bayo:

Enclosed are an original 15 copies of the Late-Filed Exhibits from the deposition of Mr. Robert McCausland in the above-referenced docket.

Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

Thank you for your assistance in this matter.

Sincerely,

  
Floyd R. Self

FRS:amb

Enclosures

cc: Mr. Brian Sulmonetti  
Parties of Record

**REQUEST:** Provide a list of UNEs in Florida, the dates each was requested and the quantities ordered.

**RESPONSE:**

- 2-wire unbundled loops:  
none as of August 22, 1997, but WorldCom expects to place pilot orders in the immediate future if BellSouth accepts our Grande collocation.
- Interconnection, 911 and DA trunks have thus far been ordered off the BellSouth Tariff. WorldCom has 70 T-1s for interconnection, 2 DS-1s for 911, and 1 DS-1 for DA.

**REQUEST:** Provide the documentation that demonstrates the deficiencies in LENS.

**RESPONSE:** The six-lines LENS ordering limitation is a significant limitation to WorldCom because the majority of its local service orders in states where WorldCom has begun to provide local service involve ten to twelve lines each and we expect that the average number of lines per order in Florida will be consistent with this experience. This limitation was conveyed to me verbally by WorldCom employees who had explored the use of LENS through discussions with BellSouth personnel and through BellSouth's CLEC conference in June of this year. I do not currently have in my possession written BellSouth documentation that reflects this limitation. However, prior to my August 19 deposition (specifically, on August 15, 1997), I had verbally requested confirmation from BellSouth that this limitation still exists. On August 21, 1997, Brenda Douglas (BellSouth Account Team representative for the WorldCom account) called me and stated that this limitation of six lines per LENS-submitted order still exists for new connections. She stated that no LENS limit exists for "as-is" orders (in-service customers who convert under resale to identical WorldCom local services), and she indicated that BST hopes to expand the new connection limit from six to fifteen lines per order by the end of 1997.

Other limitations with LENS I have identified from this information include:

- LENS is GUI versus real-time interactive.
- LENS does not support hunting (e.g., multi-line hunt groups).
- LENS does not support the ordering of feature-rich services.

Docket No. 960786-TL

Robert McCausland Deposition, August 19, 1997

Late-Filed Exhibit No. 3

Page 1 of 2

**REQUEST:** Provide a comparison and identification of deficiencies in the BellSouth (BST) performance measurements versus the LCUG SQM.

**RESPONSE:** See attached "Examples of Deficiencies in BST's Performance Measurements."

## **EXAMPLES OF DEFICIENCIES IN BST'S PERFORMANCE MEASUREMENTS**

(BASED ON BST WITNESS STACY'S JULY 7, 1997 DIRECT TESTIMONY & EXHIBITS  
AND ON WORLDCOM WITNESS McCAUSLAND'S JULY 17, 1997 LCUG EXHIBIT)

- NO PRE-ORDERING QUERY RESPONSE TIMES FOR APPOINTMENT SCHEDULING
- NO PRE-ORDERING QUERY RESPONSE TIMES FOR CSR DELIVERY
- NO COMBINED PRE-ORDERING/ORDERING RESPONSE TIME COMPARISONS (E.G., BST'S INTEGRATED PRE-ORDERING/ORDERING PERFORMANCE COMPARED TO PERFORMANCE FOR THE NON FULLY INTEGRATED SYSTEMS PROVIDED TO ALECS)
- NO COMPARISONS FOR HELD ORDERS
- NO SYSTEMS AVAILABILITY COMPARISONS
- NO CENTER RESPONSIVENESS COMPARISONS
- COMPARISONS FOR TIMELINESS OF BILLING RECORDS LIMITED TO USAGE DATA
- COMPARISONS FOR ACCURACY OF BILLING RECORDS LIMITED TO USAGE DATA
- OPERATOR SERVICES MEASUREMENTS LIMITED TO FACILITY INSTALLATION
- KEY NETWORK PERFORMANCE COMPARISONS MISSING (E.G., TRANSMISSION QUALITY AND SPEED OF SERVICE CONNECTION)
- DERIVATION OF "TARGETED INSTALLATION INTERVALS" NOT IDENTIFIED AND NO COMPARISONS WITH BST'S PERFORMANCE FOR ITSELF
- ORDER STATUS (INCLUDING FOC) MEASUREMENTS DO NOT INCLUDE COMPARISONS WITH BST'S PERFORMANCE FOR ITSELF
- ONLY DESCRIPTIONS WITH NO ACTUAL RESULTS REPORTED FOR MANY CATEGORIES



Docket No. 960786-TL

Robert McCausland Deposition, August 19, 1997

Late-Filed Exhibit No. 4

Page 1 of 1

**REQUEST:** Has BellSouth provided WorldCom with access to Directory Assistance and call completion services as UNEs?

**RESPONSE:** WorldCom utilizes its own operator services and has ordered one DS-1 in March or April of 1996 for Directory Assistance.

Docket No. 960786-TL  
Robert McCausland Deposition, August 19, 1997  
Late-Filed Exhibit No. 5  
Page 1 of 1

**REQUEST:** Identify anything that BellSouth has done to delay WorldCom's resale entry.

**RESPONSE:** WorldCom had problems reading the daily usage file. It is not presently known whether this problem was due to BellSouth, WorldCom or both parties.

**REQUEST:** Provide the number and location of NXXs requested by WorldCom in the BellSouth area.

**RESPONSE:** Miami - the Miami rate center of 305 - 702 which was LERG effective on 7/15/96 and made active in our switch on or about 7/1/97 for ISP traffic only, commercial availability on 8/20/97.

Orlando - The BellSouth-FL Orlando rate center of 407-557 was LERG effective on 7/15/96. The Sprint-United Florida Winter Park rate center of 407-558 was LERG effective on 7/18/96. Neither is expected to be active on our switch until the third or fourth quarter of 1998 when our local switch is installed.

Docket No. 960786-TL  
Robert McCausland Deposition, August 19, 1997  
Late-Filed Exhibit No. 7  
Page 1 of 7

**REQUEST:** Provide the basis for the testimony that the EDI interface is not mechanized.

**RESPONSE:** See the attached transcript pages from the testimony and cross-examination of Ms. Calhoun before the Georgia Public Service Commission, Docket No. 6863-U.

1 Q. Does the non-discriminatory access requirement mean that all  
2 information and functions must be electronic and involve no manual  
3 handling?  
4

5 A. No, and in a similar proceeding in Louisiana in May, 1997, AT&T's  
6 witness Mr. Bradbury agreed that it is not necessary to eliminate all  
7 manual intervention in order for an interface to meet the non-  
8 discriminatory access requirement. (Louisiana Public Service  
9 Commission, Docket No. U-22252, May 28, 1997, Hearing Volume  
10 Number 7, Page 1782.) In many cases, the processes by which  
11 BellSouth handles its retail customers involve manual intervention.  
12 Thus, non-discriminatory access to such functions for CLECs can  
13 legitimately involve manual processes also.  
14

15 Q. Does BellSouth have mechanized pre-ordering and ordering processes  
16 for all retail services?  
17

18 A. No, these processes are not fully mechanized for all retail services.  
19 Many services, primarily those known as "complex" services, involve  
20 substantial manual handling by BellSouth account teams. A detailed  
21 comparison will be provided later in this testimony.  
22

23 Q. Are the manual processes BellSouth uses for complex retail services  
24 substantially the same processes used for the complex resold services  
25 offered to CLECs?

1 Q. What is the next step?

2

3 A. LEO will pass a complete and correct service request to BellSouth's  
4 Local Exchange Service Order Generator (LESOG) for mechanized  
5 order generation, or to a Local Carrier Service Center worklist for  
6 further handling by a BellSouth service representative. This also is  
7 depicted on Exhibit GC-16. LESOG will mechanically format many  
8 service requests into BellSouth service order record formats which can  
9 be handled by SOCS and the other downstream systems through  
10 which BellSouth's service orders are also processed; LESOG requires  
11 no manual intervention by a BellSouth service representative.

12

13 Q. Which orders are mechanically generated by LESOG?

14

15 A. Exhibit GC-17 lists the orders for which mechanized order generation  
16 is available. Collectively these services represent most of BellSouth's  
17 total retail operating revenue for Georgia.

18

19 Q. Does BellSouth's EDI ordering interface support additional resold  
20 services?

21

22 A. Yes. EDI currently supports some, but not all, complex business  
23 services.

24

25

1 Q. Does BellSouth's EDI ordering interface nonetheless provide ordering  
2 functionality in substantially the same time and manner as BellSouth's  
3 access for its retail customers?

4

5 A. Yes, because BellSouth does not use mechanized ordering, with the  
6 customer on the line, for all of its retail services.

7

8 Q. Can you give an example of a complex service for which retail ordering  
9 is not fully mechanized?

10

11 A. SmartRing® service is a private line service available to both retail  
12 customers and to resellers. Exhibit GC-18 displays a side-by-side  
13 comparison of the pre-ordering and ordering processes for  
14 SmartRing® service provided to both retail and CLEC customers. In  
15 both cases, the processes are largely manual. Nonetheless, as shown  
16 on that exhibit, the pre-ordering and ordering processes are virtually  
17 identical for both retail and CLEC orders, except that retail services are  
18 handled primarily by the appropriate business unit for each situation -  
19 BellSouth Business Systems (BBS) personnel for retail services, and  
20 InterConnection Services (ICS) personnel for resale services.

21

22 Q. Please describe some of the manual activities involved in providing a  
23 retail or resold SmartRing® service.

24

25

Page 3742

1 pre-ordering capabilities of LENS I would expect to be used  
2 by any sized participate and that's going back to the range  
3 of the kind of activity options that we have. But again,  
4 there's also the availability of the PC based EDI package  
5 which is a very viable, commercially available, inexpensive  
6 version of EDI that a small CLBC can choose to use. So it's  
7 really kind of up to them.

8 Q As we looked the past two days at LENS ordering  
9 and EDI ordering did I understand you to say that there are  
10 several UNEs that can be processed electronically but must  
11 be handled manually by either system?

12 A Yes.

13 Q And -- I'm sorry.

14 A Currently the unbundled loop -- leaving aside the  
15 other discussion we had about the other way you can order an  
16 unbundled loop through EXACT -- the unbundled loop, the  
17 unbundled port, interim number portability and a combination  
18 of unbundled loop and interim number portability can all be  
19 ordered via the EDI ordering interface in industry standard  
20 ordering formats. Currently when that order reaches  
21 BellSouth's side of the EDI ordering interface it would be  
22 entered into the BellSouth central service order processor  
23 by a BellSouth service rep and a local carrier service  
24 center service rep where in the process of mechanizing that  
25 order creation on BellSouth's side of the interface, the



1 same way we had done for the resale products.

2 Q All right. Now, the four types of UNEs that  
3 you've just mentioned, are those the simple UNEs which are  
4 often referred to throughout your testimony?

5 A Yes. Those are ones that typically would involve  
6 a single end user customer as opposed to what I call the  
7 infrastructure or complex UNEs like tandem switching or  
8 collocation or things that are part of building out a CLSC's  
9 network that don't, you know, have a direct relationship to  
10 an individual customer in terms of an individual customer's  
11 service.

12 Q For those UNEs and with respect to your statement  
13 that there is some process to try to put into effect what I  
14 would term a fully electronic system so that it can be  
15 handled electronically all the way the through the ordering  
16 process, is that what is being contemplated? In other  
17 words, to fully mechanize the ordering for those simple  
18 UNEs?

19 A Yes. That's exactly what we are doing. If you  
20 think that EDI, LEO, LESOG, FLO, LESOG is the mechanized  
21 service order generator it creates the right format for the  
22 service order to go into BellSouth systems. It takes the --  
23 The industry standard ordering input translates it for our  
24 systems and sends it on without the involvement of a person  
25 and that's what we are doing for -- Yes, that's what we are

1 doing for the UNEs.

2 Q How long will it take before that system then is  
3 fully electronic for these so-called simple UNEs?

4 A I don't know the firm date for that. It's in  
5 progress and I'm thinking that it is some time in the next  
6 60 days.

7 Q Before the end of the year?

8 A Yes. Yes. And, of course, just to reiterate,  
9 that doesn't mean those things can't be ordered today. It  
10 just means that they require some extra work on our side of  
11 the interface.

12 Q You were questioned yesterday by the attorney for  
13 ACSI and there was a question that was to the effect of  
14 asking you whether ACSI had been informed that some type or  
15 types of LENS ordering were not available to it. Do you  
16 recall that question?

17 A Generally.

18 Q All right.

19 A Yes.

20 O I believe your response yesterday was that you  
21 didn't know whether in fact that that had happened. I just  
22 want to ask you whether in the last 24 or so hours you've  
23 obtained any additional information concerning that?

24 A No, sir.

25 Q Again, concerning LENS ordering versus EDI

Robert McCausland

## ERRATA SHEET

PAGE/LINE	COMMENTS
1	16/16 - "4-0 elements" was intended to be
2	"one system for both pre-ordering and"
3	16/23 - "ours wouldn't" was intended to be
4	"our use of LENS wouldn't"
5	22/24, 23/10, 23/11 - "Welborn" is the
6	proper spelling.
7	23/11 - Bob Welborn's title is Director,
8	Operations Planning and Staff Operations,
9	National Integrated Services, Sprint
10	Corporation.
11	30/16 - the second "that" should be deleted.
12	53/1, 53/2 - the word "time" was intended to
13	be the word "task"
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Robert W. McCausland**

**PARTY: WorldCom**

**DESCRIPTION:**

1. MFS' Responses to Staff's 1st Set of Interrogatories Items 1-22 - Page 1
2. WorldCom's Responses to Staff's 1st Set of Interrogatories Items 1-22 - Page 20
3. MFS/WorldCom's Responses to Staff's 2nd Set of Interrogatories Items 23-43 - Page 44
4. MFS/WorldCom's Responses to Staff's 3rd Set of Interrogatories Items 44-109 - Page 189

**PROFFERING PARTY: STAFF**

**I.D. # RWM-4**

FLORIDA PUBLIC SERVICE COMMISSION <sup>COMP</sup>  
DOCKET NO. 960786-TL EXHIBIT NO. 117  
COMPANY/ STAFF  
WITNESS: 9/2/11  
DATE: 9/2/11

**In re: Consideration of  
BellSouth Telecommunications, Inc.'s  
entry into InterLATA services pursuant  
to Section 271 of the Federal  
Telecommunications Act of 1996.**

**FILED: September 4, 1996**

1. Section 271(c)(1) states, "A Bell operating company meets the requirements of this paragraph if it meets the requirements of subparagraph (A) or subparagraph (B) of this paragraph for each State for which the authorization is sought."

- RESPONSE: Pursuant to Section 271(c)(1), a Bell Operating Company (BOC) such as BellSouth is authorized to file its petition for interLATA authority under either subparagraph (A) or subparagraph (B). Subparagraph (B), which governs a situation where no facilities-based competitor has requested the access and interconnection described in subparagraph (A), is inapplicable because BellSouth has received such requests, including one from MFS. Therefore, BellSouth must file its petition for interLATA authority under subparagraph (A).

- RESPONSE: As indicated in MFS' response to Interrogatory 1(a), BellSouth may not file its petition under 271(c)(1)(B) because it has received access and interconnection requests. If 271(c)(1)(B) were applicable, however, that section provides for filing of a petition "10 months after the date of enactment of the Telecommunications Act of 1996." Because the Telecommunications Act of 1996 was enacted on February 8, 1996, the earliest date on which a petition could be filed is December 8, 1996.

- PORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Consideration of )  
BellSouth Telecommunications, Inc.'s )  
entry into InterLATA services pursuant )  
to Section 271 of the Federal )  
Telecommunications Act of 1996. )  
\_\_\_\_\_ )

**DOCKET NO. 960786-TL**

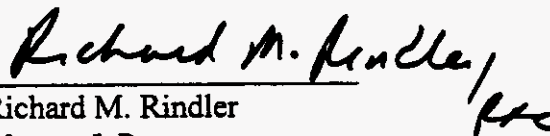
**FILED: September 4, 1996**

**METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.'S  
RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-22)**

Pursuant to Staff's request and by the undersigned counsel, Metropolitan Fiber Systems of Florida, Inc. ("MFS") hereby responds to Staff's First Set of Interrogatories. The Responses to these Interrogatories were provided by:

Timothy Devine  
Senior Director of Regulatory Affairs  
MFS Communications Company  
6 Concourse Parkway  
Suite 2100  
Atlanta, Georgia 30328

Respectfully submitted,



Richard M. Rindler  
Morton J. Posner  
Swidler & Berlin, Chtd.  
3000 K Street, N.W.  
Washington, D.C. 20007  
(202) 424-7500  
Fax (202) 424-7645

Attorneys for Metropolitan Fiber Systems, Inc.  
Of Florida

Dated: September 4, 1996

RESPONSE: No. As explained in MFS' response to Interrogatory 1(a), subparagraphs (A) and (B) of Section 271(c)(1) are mutually exclusive.

2. Section 271(c)(1)(A) states, "A Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service (as defined in section 3(47)(A), but excluding exchange access) to residential and business subscribers."

- a. What is "telephone exchange service" pursuant to this section? Please include cites to all applicable rules and a list of all services, functions, or capabilities that would be encompassed in your definition.

RESPONSE: The Communications Act of 1934, as amended by the Telecommunications Act of 1996, defines "telephone exchange service" as

- (A) service within a telephone exchange, or within a connected system of telephone exchanges with the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or
- (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or a combination thereof) by which a subscriber can originate and terminate a telecommunications service.<sup>1</sup>

Section 271(c)(1)(A) specifies that "telephone exchange service" does not include exchange access. That section similarly excludes services provided pursuant to 47 C.F.R. § 22.901, *et. seq.*, which governs the provision of cellular telecommunications service. Therefore, an interconnection agreement between BellSouth and a competitive access provider or a cellular company providing only exchange access cannot be used to meet the requirement of that section.

- b. What is common carrier service as identified in section 3(47)(A)? Please include cites to all applicable rules and statutes and list all services, functions, or capabilities that would be encompassed in your definition.

RESPONSE: The Communications Act defines "common carrier" as follows:

any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio or in interstate or foreign radio transmission

---

<sup>1</sup>47 U.S.C. § 153(47).

of energy, except where reference is made to common carriers not subject to this chapter, but a person engaged in radio broadcasting shall not, insofar as such person is so engaged, be deemed a common carrier.<sup>2</sup>

- c. Has BellSouth entered into one or more agreements that have been approved or are pending approval pursuant to 252 which specify the terms and conditions by which BellSouth will provide access and interconnection to unaffiliated competing providers for the purpose of providing telephone exchange service to residential and business subscribers? If so, please identify all such agreements.

RESPONSE: MFS and BellSouth have reached agreement on many of the relevant issues concerning interconnection between their networks. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996. On information and belief, MFS understands that BellSouth has reached partial interconnection agreements with other carriers as well. Before BellSouth can receive interLATA authority, such agreements must meet the requirements of Section 251(c) and (d), as well as the requirements imposed by the August 8, 1996, FCC Order.<sup>3</sup>

- d. If BellSouth has entered into one or more agreements as contemplated by section 271(c)(1)(A) and listed in Staff's Interrogatory 2(c), is it necessary, in order to meet the requirements of this section, for BellSouth to actually be providing the services identified in the agreement? Please explain.

RESPONSE: Yes. In order for BellSouth to comply with the requirements of Section 271(c)(1)(A), it must be "providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service" (emphasis added).

- e. Section 271(c)(1)(A) requires BellSouth to enter into one or more agreements to provide access and interconnection with unaffiliated competing providers of telephone exchange service for the purpose of providing telephone exchange service to residential and business subscribers.
  - i. Is it necessary for the competing providers to be providing telephone exchange service to more than one residential subscribers and one business subscribers? If so, please explain and include cites to all

---

<sup>2</sup>47 U.S.C. § 153(10).

<sup>3</sup>First Report and Order in CC Docket No. 96-98, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996* ("Local Competition Order") and its corresponding rules ("*Local Competition Rules*").



applicable rules and statutes in your analysis.

RESPONSE: Yes. Section 271(c)(1)(A) clearly states that competing providers must be providing telephone exchange service to "residential and business subscribers." If the Congressional intent was that only one subscriber in each category was required, the statute would not have specified the plural. This construction comports with the underlying purpose of the Act, which is that actual, effective local competition should precede BOC entry into the long distance market.<sup>4</sup>

- ii. Are the competing providers to the agreements listed in 2(c) **providing** telephone exchange service to residential and business subscribers?

RESPONSE: MFS is not providing telephone exchange service in Florida at this time. It plans to serve both residential and business subscribers once its arbitration with BellSouth is concluded and the parties' interconnection agreement with BellSouth is approved by the Commission.

- f. If BellSouth has entered into one or more agreements providing access and interconnection to unaffiliated competing providers pursuant to the requirements of section 271(c)(1)(A), must there be effective competition in the local market prior to it being authorized to provide interLATA service? Please explain. Include in your explanation cites to all applicable rules.

RESPONSE: Yes. It is clear that the statute requires that there be effective competition in the local market prior to BellSouth being authorized to provide interLATA service. Section 271(c)(1)(A) specifies that a BOC have "one or more" agreements under which it is "providing access and interconnection" to "unaffiliated competing providers of telephone exchange service" (emphasis added). Unless there is effective competition in the local market before a BOC can provide interLATA service, the balance that Congress struck in the Telecommunications Act would be skewed toward the incumbent local exchange companies.

In addition, Section 271(d)(3)(C) of the Act requires a Commission finding that the requested BOC authorization be "consistent with the public interest, convenience and necessity." BellSouth's provision of interLATA service would not meet this standard unless actual effective competition for telephone exchange service was a reality.

3. Section 271(c)(1)(A) states, "For the purpose of this subparagraph, such telephone exchange service may be offered by such competing providers either exclusively over their own telephone exchange service facilities or predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier."

---

<sup>4</sup>See FCC Local Competition Order at 7.

- a. How should the phrase "exclusively over their own telephone exchange service facilities" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

RESPONSE: The phrase should be interpreted in accordance with its plain language. The competing provider must either (1) offer service exclusively over its own telephone exchange service facilities, including, for example, loops, distribution plant, and switch; or (2) offer service provided predominately over its own telephone exchange service facilities combined with the resale of another carrier's telecommunications services.

This interpretation is consistent with the purpose of the section: if a competing provider furnishes service in a manner which makes it dependent upon BellSouth, BellSouth exercises control over the competitor and should not be permitted to provide interLATA service.

- b. Do any of the carriers that have entered into an agreement listed in Interrogatory 2(c) provide telephone exchange service exclusively over their own telephone exchange service facilities? If so, list the carriers.

RESPONSE: See MFS' Response to Interrogatory 2(e)(ii).

- c. How should the phrase "their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

RESPONSE: This phrase means that the competing providers are providing telephone exchange service using a combination of local facilities that they own, rather than lease from another provider, in conjunction with purchasing service at wholesale rates and reselling at resale rates the telecommunications services of another carrier. This provision was intended to require that effective competition exist for telephone exchange service prior to BOC entry into the interLATA market. The Congressional intent was that an "unaffiliated competing provider" be "present in the market."<sup>5</sup>

- d. Do any of the carriers that have entered into an agreement listed in Interrogatory 2(c) provide telephone exchange service over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier? If so, list the carriers.

RESPONSE: See MFS' Response to Interrogatory 2(e)(ii).

---

<sup>5</sup>See Joint Explanatory Statement at 148.

4. Section 271(c)(1)(B) states, "A Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(2) and...."

- a. Has a provider requested access and interconnection described in subparagraph (A)? If yes, please identify the provider(s). If no, what specifically were the reasons for entering into the agreements listed in Interrogatory 2(c)?

RESPONSE: MFS has requested access and interconnection as described in Section 271(c)(1)(A). As explained above in its response to Interrogatory 2(c), MFS and BellSouth have reached agreement on many of the relevant issues regarding interconnection. The remaining disputed issues were arbitrated before the Commission on August 27, 1996.

- b. If a carrier to an agreement listed in Interrogatory 2(c) has requested access and interconnection described in subparagraph (A), can BellSouth file under subparagraph B of section 271 for interLATA authority? If so, is this consistent with section 271(c)(1)(B) which states, "A Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(1) and....?"

RESPONSE: BellSouth cannot file for interLATA authority under subparagraph B of Section 271 because MFS and possibly other carriers have requested access and interconnection agreements.<sup>6</sup> Because subparagraphs (A) and (B) are mutually exclusive, BellSouth can file its petition only under subparagraph (A).<sup>7</sup>

5. Section 271(c)(2)(B) states, "Access or interconnection provided or generally offered by a Bell operating company to other telecommunications carriers meets the requirements of this subparagraph if such access and interconnection includes each of the following."

- a. Does the phrase, "Access or interconnection provided or generally offered by a Bell operating company..." refer to whether BellSouth files for interLATA authority pursuant to either section 271(c)(1)(A) or 271(c)(1)(B)? Please explain. Please include cites to all applicable rules and statutes in your answer.

---

<sup>6</sup>See MFS Response to Interrogatories 1(a), 1(b), 1(c) and 2(c).

<sup>7</sup>*Id.*

RESPONSE: Yes. The phrase refers to the two mutually exclusive, alternate methods under which a BOC may seek interLATA authority. Therefore, "Access or interconnection provided" refers to access and interconnection agreements concluded under Section 271(c)(1)(A), while "generally offered," refers to a statement of generally offered terms and conditions under Section 271(c)(1)(B).

- b. If your answer to Interrogatory 5(A) is no, can BellSouth meet the requirements of this subparagraph by combining access or interconnection provided to one carrier and access or interconnection offered to another carrier? Please explain and include cites to all applicable rules in your analysis.

RESPONSE: Not applicable.

6. Section 271(c)(2)(B)(i) states the access and interconnection provided by or offered by a BOC should include interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1).

- a. Has BellSouth provided interconnection in accordance with the requirements of section 251(c)(2) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement and have reached agreement on many of the applicable provisions. MFS expects that the agreement will be filed with the Commission in the near future. The remaining disputed issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 6(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(i). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(i)? If not, what would BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

7. Section 271(c)(2)(B)(ii) states the access and interconnection provided by or generally

offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).

- a. Has BellSouth provided nondiscriminatory access to network elements in accordance with the requirements of section 251(c)(3) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to network elements in accordance with the requirements of Section 251(c)(3) and 251(d)(1). The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 7(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

8. Section 271(c)(2)(B)(iii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224.

- a. Has BellSouth provided nondiscriminatory access to the poles, ducts, conduits, and right-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to the poles, ducts,

conduits, and right-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of Section 224. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 8(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

- 9. Section 271(c)(2)(B)(iv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local loop transmission from the central office to the customer's premises from local switching or other services.

- a. Has BellSouth provided unbundled local loop transmission as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include unbundling local loop transmission from the central office to the customer's premises from local switching or other services. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 9(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iv). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iv)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

10. Section 271(c)(2)(B)(v) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local transport from the trunk side of a wireline local exchange carrier switch from switching or other services.

- a. Has BellSouth provided unbundled local transport as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include unbundled local transport from the trunk side of a wireline local exchange carrier switch from switching or other services. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 10(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(v). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(v)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

11. Section 271(c)(2)(B)(vi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local switching from transport, local loop transmission, or other services.

- a. Has BellSouth provided unbundled local switching as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include unbundled local switching from transport, local loop transmission, or other services. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 11(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vi). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vi)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

12. Section 271(c)(2)(B)(vii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to: (a) 911 or E911 services; (b) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (c) operator call completion services.

- a. Has BellSouth provided access to the elements required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to 911 or E911 services, directory assistance services to allow MFS' customers to obtain telephone numbers, and operator call completion services. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 12(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vii). If BellSouth relies on an agreement



listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

13. Section 271(c)(2)(B)(viii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes white page directory listings for customers of the other carrier's telephone exchange service.

- a. Has BellSouth provided white page directory listings for customers of other carrier's telephone exchange service? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include white pages directory listings for customers of MFS' telephone exchange service. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 13(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(viii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(viii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the

Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

14. Section 271(c)(2)(B)(ix) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers.

- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to telephone numbers for assignment to MFS' telephone exchange service customers. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 14(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ix). If BellSouth relies on agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ix)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

15. Section 271(c)(2)(B)(x) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to databases and associated signaling necessary for call routing and completion. The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near

future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 15(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(x). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(x)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

- 16. Section 271(c)(2)(B)(xi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes interim number portability until permanent number portability is required pursuant to FCC requirements.

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include interim number portability until permanent number portability is required pursuant to FCC requirements.<sup>8</sup> The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 16(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xi). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

---

<sup>8</sup>BellSouth has agreed to make the cost recovery of interim number portability subject to the outcome of this Commission's findings in Docket No. 950737-TP, where it is charged with implementing the new FCC requirements imposed by *Telephone Number Portability, First Report and Order and Further Notice of Proposed Rulemaking*, CC Docket No. 96-166, FCC 96-286 (June 27, 1996).

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xi)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

17. Section 271(c)(2)(B)(xii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: No to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include nondiscriminatory access to such services or information as are necessary to allow MFS to implement local dialing parity in accordance with the requirements of Section 251(b)(3). The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 17(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

18. Section 271(c)(2)(B)(xiii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and

interconnection includes reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include reciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2). The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 18(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xiii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

19. Section 271(c)(2)(B)(xiv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes telecommunications services for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: Not to MFS in Florida. MFS and BellSouth have negotiated the terms of an interconnection agreement that will include telecommunications services for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3). The parties have reached agreement on many issues. MFS expects that the agreement will be filed with the Commission in the near future. The remaining issues were arbitrated before the Commission on August 27, 1996.

- b. If your answer to Interrogatory 19(a) is yes, explain in detail how BellSouth has

complied with section 271(c)(2)(B)(xiv). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: Not applicable.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiv)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: BellSouth will be in compliance with Section 271(c)(2)(B)(i) only if its arbitrations with MFS result in interconnection agreements that comply with the requirements of the Telecommunications Act, the *FCC Local Competition Order*, and accompanying rules.

20. Does section 271 require the Florida Public Service Commission to make a public interest finding? If yes, please identify the subsection(s) that impose this requirement.

RESPONSE: Section 271 appears to provide for a public interest finding by the FCC rather than by this Commission. The Commission does, however, have a duty to provide information and advice to the FCC in connection with the FCC's determination of whether the specific Section 271 checklist items have been met.

21. Section 271(e)(2)(A) states that BellSouth cannot begin to provide interLATA services until it provides intraLATA toll dialing parity throughout the state coincident with its exercise of its interLATA authority.

- a. When will BellSouth complete intraLATA toll dialing parity in Florida pursuant to FPSC Order No. PSC-95-0203-FOF-TP, Final Order on IntraLATA Presubscription?

RESPONSE: MFS has no specific knowledge as to when intraLATA dialing parity will be fully implemented by BellSouth.

- b. Does BellSouth have to implement intraLATA toll dialing parity in all central offices pursuant to Order No. PSC-95-0203-FOF-TP before it is in compliance with this section? If not, explain how BellSouth would be in compliance with this section before intraLATA toll dialing parity is implemented pursuant to Order No. PSC-95-0203-FOF-TP.

RESPONSE: Yes. Section 271(e)(2)(A) requires BellSouth to implement intraLATA toll dialing parity in all central offices coincident with its provision of interLATA toll service.

22. Identify and explain any public interest issue that must be addressed in this proceeding prior to BellSouth providing interLATA service.

RESPONSE: As addressed in MFS' response to Interrogatory 20, this Commission must provide the FCC with information to assist it in making the required public interest determination.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Consideration of BellSouth  
Telecommunications, Inc.'s entry into  
InterLATA services pursuant to Section  
271 of the Federal Telecommunications  
Act of 1996.

Docket No. 960786-TL

**WORLDCOM, INC. D/B/A LDDS WORLDCOM COMMUNICATIONS'  
RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 - 22)**

1. Section 271 (c)(1) states, "A Bell operating company meets the requirements of this paragraph if it meets the requirements of subparagraph (A) or subparagraph (B) of this paragraph for each State for which the authorization is sought."

- a. Is a Bell operating company (BOC) authorized to file its petition for interLATA authority pursuant to subparagraph (A) or subparagraph (B)? Please explain, including cites and an analysis of all applicable rules and statutes in your explanation.

RESPONSE: The question of which subparagraph, (A) or (B), of Section 271(c)(1) pursuant to which a Bell operating company ("BOC") is authorized to file its petition for interLATA authority requires a factual determination as to whether the BOC has received a request for the access and interconnection described in subparagraph (A). If the BOC has received such a request, the BOC must file its application pursuant to, and meet the requirements, of subparagraph (A). If the BOC has not received a request for the access and interconnection described in subparagraph (A) prior to a date three months before its application is filed, the BOC may file the application pursuant to, and meet the other requirements of, subparagraph (B) if ten months have passed since enactment.

The Congressional conferees explained that "[i]n addition to complying with the specific interconnection requirements under new section 271(c)(2), a BOC must satisfy the "in-region" test by virtue of the presence of a facilities based competitor or competitors under new section 271(c)(1)(A), or by the failure of a facilities-based competitor to request access or interconnection (under new section 251) as required under new section 271(c)(1)(B)." Joint Explanatory Statement of the Committee on Conference, S. Conf. Rep. No. 104-230, 104th Cong. 2d Sess. 113(1996) ("Joint Explanatory Statement") at 147. The conferees further explained that "[n]ew section 271(c)(1)(B) . . . is intended to ensure that a BOC is not effectively prevented from seeking entry into the interLATA services market simply because no facilities-based competitor that meets the criteria set out in new section 271(c)(1)(A) has sought to



enter the market. The conference agreement stipulates that a BOC may seek entry under new section 271(c)(1)(B) at any time following 10 months after the date of enactment, provided no qualifying facilities-based competitor has requested access and interconnection under new section 251 by the date that is 3 months prior to the date that the BOC seeks interLATA authorization." Joint Explanatory Statement at 148 (emphasis added).

BellSouth, as discussed below in response to Interrogatory 4.a., has received requests for access and interconnection of the type described in subparagraph (A). Therefore, BellSouth is precluded from using subparagraph (B) and can only file for interLATA authority pursuant to subparagraph (A).

- b. On what date may a BOC file its petition for interLATA authority with the Federal Communications Commission (FCC) pursuant to Section 271(c)(1)(B)? Please cite and include an analysis of all applicable rules and statutes in your answer.

RESPONSE: Section 271(c)(1)(B) states that "[a] Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (a) before the date which is 3 months before the date the company makes its application under subsection (d)(1), and a statement of the terms and conditions that the company generally offers to provide such access and interconnection has been approved or permitted to take effect by the State commission under section 252(f)." 47 U.S.C. 271(c)(1)(B).

The Telecommunications Act of 1996 was signed into law on February 8, 1996. Therefore, the earliest date upon which a BOC may file its petition for interLATA authority with the Federal Communications Commission (FCC) pursuant to Section 271(c)(1)(B) is December 8, 1996, provided that the BOC has not received a request for access and interconnection by September 8, 1996 and that a statement of the terms and conditions that the company generally offers to provide access and interconnection has been approved or permitted to take effect by the State commission under section 262(f).

Since BellSouth has received requests for access and interconnection of the type described in Section 271(c)(1)(A), it may not file a petition for interLATA authority under Section 271(c)(1)(B).

- c. May BellSouth meet the requirements of Section 271(c)(1) by complying with requirements of subparagraphs (A) and (B) in combination? Please explain.

RESPONSE: No. BellSouth may not meet the requirements of Section 271(c)(1) by complying with requirements of subparagraph (A) and (B) in combination. The provisions are mutually exclusive.

Subparagraph (A) requires that BellSouth enter into agreements for access and interconnection into with facilities-based competitors and that those agreements be operational. To utilize subparagraph (B), BellSouth cannot even receive a request for interconnection and access by a date three months prior to its application. As the conference committee explained, subparagraph (B) only applies "provided no qualifying facilities-based competitor has requested access and interconnection." Joint Explanatory Statement at 148. The agreements necessary for BellSouth to satisfy subparagraph (A) would simultaneously preclude BellSouth from being eligible to use subparagraph (B) to meet the requirements of Section 271(c)(1).

2. Section 271 (c)(1)(A) States, "A Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service (as defined in section 3(47)(A), but excluding exchange access) to residential and business subscribers."

- (a) What is "telephone exchange service" pursuant to this section? Please include cites to all applicable rules and a list of all services, functions, or capabilities that would be encompassed in your definition.

RESPONSE: Section 3(47) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, defines "telephone exchange service" as "(A) service within a telephone exchange, or within a connected system of telephone exchanges with the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service." This definition will be codified at 47 U.S.C. 153(47). Since 271(c)(1)(A) references "telephone exchange service (as defined in section 3(47)(A), . . .)" only subparagraph (A) of this definition is applicable.

As noted in the Interrogatory, Section 271(c)(1)(A) specifically excludes exchange access from the definition of telephone exchange service. "Exchange access" means "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." 47 U.S.C. 153(16). Because of this exclusion, an agreement for access and interconnection between a

BOC and a competitor that is only providing exchange access (an alternative or a competitive access provider) cannot be used to satisfy the requirements of Section 271(c)(1)(A).

Additionally, Congress also determined that cellular telecommunications service could not be considered telephone exchange service for purposes of Section 271(c)(1)(A). The last sentence of that subparagraph provides that "[f]or the purposes of this subparagraph, services provided pursuant to subpart K of part 22 of the Commission's [FCC's] regulations shall not be considered to be telephone exchange service." 47 U.S.C. 271(c)(1)(A). Subpart K of part 22 of the FCC's regulations govern the provision of cellular telecommunications service.

In the Joint Explanatory Statement, the conferees listed several services which would not meet the requirements of Section 271(c)(1)(A). "With respect to the facilities-based competitor requirement, the presence of a competitor offering the following services specifically does not suffice to meet the requirement: (1) exchange access; (2) telephone exchange service offered exclusively through the resale of the BOC's telephone exchange service; and (3) cellular service." Joint Explanatory Statement at 148.

- (b) What is common carrier service as identified in section 3(47)(A)? Please include cites to all applicable rules and statutes and list all services, functions, or capabilities that would be encompassed in your definition.

RESPONSE: Section 3(47)(A) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, defines "telephone exchange service" but does not use the term "common carrier service." However, section 3(10) of the Communications Act of 1934, as amended, (to be codified at 47 U.S.C. 153(10) ), provides the following:

(10) "Common carrier" or "carrier" means any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio or in interstate or foreign radio transmission of energy, except where reference is made to common carriers not subject to this Act; but a person engaged in radio broadcasting shall not, insofar as such person is so engaged, be deemed a common carrier.

- (c) Has BellSouth entered into one or more agreements that have been approved or are pending approval pursuant to 252 which specify the terms and conditions by which BellSouth will provide access and interconnection to unaffiliated competing

providers for the purpose of providing telephone exchange service to residential and business subscribers? If so, please identify all such agreements.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced local interconnection agreements with BellSouth. Some of these agreements have been filed with this Commission, and include Tricom (Docket No. 960863), ICI (Docket 960769), TCG (Docket 960862), Hart (Docket No. 960877), MetroCom (Docket No. 960864), and TimeWarner (Docket No. 960719). Any such agreements, **even if voluntarily negotiated, must still meet the requirements of section 251(c) and 252(d), and the FCC's corresponding rules** (CC Docket No. 96-98, FCC Docket 96-325, Appendix B, released August 8, 1996, hereinafter "Interconnection Order"), as well as the requirements of section 271(c)(2)(B) in order for BellSouth to receive interLATA authority. BellSouth has admitted that "the Commission has not approved an agreement which BellSouth believes meets all of the requirements of Section 271(c)(1)(A)." Docket No. 960786-TL, BellSouth Response to FIXCA's First Set of Interrogs., Item No. 1 (August 15, 1996 Response).

- (d) If BellSouth has entered into one or more agreements as contemplated by section 271(c)(1)(a) and listed in Staff's interrogatory 2(c), is it necessary, in order to meet the requirements of this section, for BellSouth to actually be providing the services identified in the agreement? Please explain.

RESPONSE: Yes, in order for BellSouth to meet the requirements of section 271(c)(1)(A) it is necessary for BellSouth to actually be providing the services identified in the agreement. Section 271(c)(1)(A) provides that "[a] Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service." 47 U.S.C. 271(c)(1)(A) (emphasis added).

The conferees clarified the meaning of this language by explaining that "[t]he requirement that the BOC 'is providing access and interconnection' means that the competitor has implemented the agreement and the competitor is operational." Joint Explanatory Statement at 148 (emphasis added). The conferees also stated that "[t]his requirement is important because it will assist the appropriate State commission in providing its consultation and in the explicit factual determination by the Commission under new section 271(d)(2)(B) that the requesting BOC has fully implemented the interconnection agreement elements set out in the 'checklist' under new section 271(c)(2)." Joint Explanatory Statement at 148 (emphasis added).

As the conferees point out, the requesting BOC must be found in compliance with all of section 271(c), not just section 271(c)(1)(A). One of the two ways that a requesting BOC can comply with section 271(c)(2)(A) is if the requesting BOC “is providing access and interconnection pursuant to one or more agreements described in paragraph (1)(A)” and such access and interconnection meets the competitive checklist of Section 271(c)(2)(B). 47 U.S.C. 271(c)(2) (emphasis added).

Moreover, in order for the FCC to approve a BOC application submitted pursuant to section 271(c)(1)(A), the FCC must find, inter alia, that the petitioning BOC has “fully implemented the competitive checklist in subsection (c)(2)(B)” 47 U.S.C. 271(d)(3)(A)(i) (emphasis added). The clear inference from this language is that the BOC must be providing and the competitor(s) must be using the access and interconnection specified in the agreement(s). This is further borne out in new rules 51.319(c)(1)(ii) and 51.319(f). See Interconnection Order.

The services identified in any agreement for access and interconnection must be more than just words on a page in order to satisfy the requirements of section 271. BellSouth must actually be providing the services described.

- (e) Section 271(c)(1)(A) requires BellSouth to enter into one or more agreements to provide access and interconnection with unaffiliated competing providers of telephone exchange service for the purpose of providing telephone exchange service to residential and business subscribers.
- (i) Is it necessary for the competing providers to be providing telephone exchange service to more than one residential subscriber and one business subscriber? If so, please explain and include cites to all applicable rules and statutes in your analysis.

RESPONSE: Yes, it is necessary for the competing providers to be providing telephone exchange service to more than one residential subscriber and one business subscriber. Section 271(c)(2)(A) provides that the agreements must be with “one or more unaffiliated competing providers of telephone exchange service . . . to residential and business subscribers.” 47 U.S.C. 271(c)(1)(A). If only one subscriber in each category was required, Congress would have been more specific by saying “to at least one residential and one business subscriber.” By using the plural “subscribers,” Congress indicated that more than one was required in each category.

Moreover, it is clear that the Congress intended the competing providers to be able to provide telephone exchange service to large numbers of subscribers. In discussing section 271(c)(1)(A), the Joint Explanatory Statement noted that “[t]he House has specifically considered how to describe the facilities-based competitor in new subsection 271(c)(1)(A). While the definition of facilities-based competition has

evolved through the legislative process in the House, the Commerce Committee Report (House Report 104-204 Part I) that accompanied H.R. 1555 pointed out that meaningful facilities-based competition is possible, given that cable services are available to more than 95 percent of United States homes. Some of the initial forays of cable companies into the field of local telephony therefore hold the promise of providing the sort of local residential competition that has consistently been contemplated. For example, large, well established companies such as Time Warner and Jones Intercable are actively pursuing plans to offer local telephone service in significant markets. Similarly, Cablevision has recently entered into an interconnection agreement with New York Telephone with the goal of offering telephony on Long Island to its 650,000 cable subscribers." Joint Explanatory Statement at 148 (emphasis added). Clearly, Congress consistently contemplated the sort of widespread local competition that a cable company could bring. That certainly is more than just one residential and one business subscriber.

- (ii) Are the competing providers to the agreements listed in 2(c) providing telephone exchange service to residential and business subscribers?

RESPONSE: The Commission must receive from each individual ALEC the factual data regarding the status of its operation and the extent to which, if at all, each is actually providing telephone exchange service to residential and business customers.

- f. If BellSouth has entered into one or more agreements providing access and interconnection to unaffiliated competing providers pursuant to the requirements of section 271(c)(1)(A), must there be effective competition in the local market prior to it being authorized to provide interLATA service? Please explain. Include in your explanation cites to all applicable rules

RESPONSE: Although section 271 requires that there be facilities-based competitors providing telephone exchange service to residential and business subscribers prior to BellSouth being authorized to provide interLATA service, the statute does not explicitly require that there be effective competition. Prior to approving BellSouth's application to provide interLATA service, however, the FCC must find that the provision of such service by BellSouth is consistent with the public interest, convenience, and necessity. Section 271(d)(3)(C). The issue of effective competition will certainly be a consideration during the public interest inquiry. To facilitate the public interest determination, this Commission should provide the FCC with at factual data regarding each ALEC's Florida operations and each ALEC's provision, if at all, of telephone exchange service to residential and business customers and such other information as is identified in response to Interrogatory 20.



3. Section 271(c)(1)(A) states, "For the purpose of this subparagraph, such telephone exchange service may be offered by such competing providers either exclusively over their own telephone exchange service facilities or predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier."

a. How should the phrase "exclusively over their own telephone exchange service facilities" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

RESPONSE The phrase "exclusively over their own telephone exchange facilities" as used in section 271(c)(1)(A) means that the competing providers are providing telephone exchange service using only local facilities that they own rather than leasing facilities from another carrier or reselling another carrier's telecommunications services. The goal of Congress was to ensure "that an unaffiliated [from the BOC] competing provider is present in the market." Joint Explanatory Statement at 148. In addition, the facilities must be telephone exchange service facilities. Facilities used for telephone toll service do not satisfy this requirement.

b. Do any of the carriers that have entered into an agreement listed in Interrogatory 2(c) provide telephone exchange service exclusively over their own telephone exchange service facilities? If so, list the carriers.

RESPONSE: The Commission must receive from each individual ALEC the factual data regarding the status of its operation and the extent to which, if at all, each is actually providing telephone exchange service exclusively over each ALEC's own telephone exchange service facilities.

c. How should the phrase "their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

RESPONSE: The phrase "their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier" means that the competing providers are providing telephone exchange service using a combination of local facilities that they own, rather than lease from another telecommunications provider, in combination with purchasing at wholesale and reselling at retail the telecommunications services of another carrier.

It is important to note that section 271(c)(1)(A) qualifies this phrase by saying that the competing providers must be offering telephone exchange service

"predominantly over their own telephone exchange service facilities." 47 U.S.C. 271(c)(1)(A). The conferees explained the language used in section 271(c)(1)(A) by stating that the "conference agreement recognizes that it is unlikely that competitors will have a fully redundant network in place when they initially offer local service, because the investment necessary is so significant. Some facilities and capabilities (e.g., central office switching) will likely need to be obtained from the incumbent local exchange carrier as network elements pursuant to new section 251. Nonetheless, the conference agreement includes the 'predominantly over their own telephone exchange service facilities' requirement to ensure a competitor offering service exclusively through the resale of the BOC's telephone exchange services does not qualify, and that an unaffiliated competing provider is present in the market." Joint Explanatory Statement at 148.

- d. Do any of the carriers that have entered into an agreement listed in Interrogatory 2(c) provide telephone exchange service over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier? If so, list the carrier.

RESPONSE: The Commission must receive from each individual ALEC the factual data regarding the status of its operation and the extent to which, if at all, each is actually providing telephone exchange service over its own telephone exchange service facilities in combination with the resale of the telecommunications service of another carrier.

4. Section 271(c)(1)(B) states, "A Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(1) and..."
  - a. Has a provider requested access and interconnection described in subparagraph (A)? If yes, please identify the provider(s). If no, what specifically were the reasons for entering into the agreements listed in Interrogatory 2(c)?

RESPONSE: ACSI, AT&T, MCI and MFS have each petitioned this Commission for arbitration under Section 252 of the Act, which means that each of these carriers has asked for access and interconnection under subparagraph (A). Thus, subparagraph (A) is the only approach BellSouth may use.

- b. If a carrier to an agreement listed in Interrogatory 2(c) has requested access and interconnection described in subparagraph (A), can BellSouth file under subparagraph B of section 271 for interLATA authority? If so, is this consistent with section 271(c)(1)(B) which states, "A Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of



the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(1) and...

RESPONSE: No. See the responses to Interrogatories 1a, 1b, and 1c.

5. Section 271(c)(2)(B) states, "Access or interconnection provided or generally offered by a Bell operating company to other telecommunications carriers meets the requirements of this subparagraph if such access and interconnection includes each of the following."

- a. Does the phrase, "Access or interconnection provided or generally offered by a Bell operating company..." refer to whether BellSouth files for interLATA authority pursuant to either section 271(c)(1)(A) or 271(c)(1)(B)? Please explain. Please include cites to all applicable rules and statutes in your answer.

RESPONSE: Yes, the phrase, "Access or interconnection provided or generally offered by a Bell operating company," as used in section 271(c)(2)(B), refers to whether BellSouth files for interLATA authority pursuant to either section 271(c)(1)(A) or 271(c)(1)(B). The phrase should be read together with the immediately preceding language of section 271(c)(2)(A) which provides that

A Bell operating company meets the requirements of this paragraph if, within the State for which the authorization is sought--

- (i) (I) such company is providing access and interconnection pursuant to one or more agreements described in paragraph [271(c)](1)(A), or (II) such company is generally offering access and interconnection pursuant to a statement described in paragraph [271(c)](1)(B), and
- (ii) such access and interconnection meets the requirements of subparagraph (B) of this paragraph.

In context, it is clear that the phrase is referring to the two alternate tracks for a BOC to apply for interLATA authority. As noted in response to Interrogatory 1c, these tracks are mutually exclusive and BellSouth cannot combine provisions taken from agreements that can only support applications pursuant to section 271(c)(1)(A) with provision taken from statements of general terms and conditions that can only support a section 271(c)(1)(B) application in an attempt to satisfy the competitive checklist of 271(c)(1)(B).

- b. If your answer to Interrogatory 5(a) is no, can BellSouth meet the requirements of this subparagraph by combining access or interconnection provided to one carrier and access or interconnection offered to another carrier? Please explain and include cites to all applicable rules in your analysis.

RESPONSE: See the response to 5a.

6. Section 271(c)(2)(B)(i) states the access and interconnection provided by or offered by a BOC should include interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1).

- a. Has BellSouth provided interconnection in accordance with the requirements of section 251(c)(2) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that several carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 6(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(i). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 6a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(i)? If not, what would BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

7. Section 271(c)(2)(B)(ii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).

- a. Has BellSouth provided nondiscriminatory access to network elements in accordance with the requirements of section 251(c)(3) and 252(d)(1)? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 7(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 7a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

8. Section 271(c)(2)(B)(iii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection include nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224.

- a. Has BellSouth provided nondiscriminatory access to the poles, ducts, conduits, and right-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of section 224? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 8(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 8a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

9. Section 271(c)(2)(B)(iv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local loop transmission from the central office to the customer's premises from local switching or other services.

- a. Has BellSouth provided unbundled local loop transmission as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from

each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 9(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(iv). If your company utilizes an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 9a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(iv)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

- 10. Section 271(c)(2)(B)(v) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local transport from the trunk side of a wireline local exchange carrier switch from switching or other services.

- a. Has BellSouth provided unbundled local transport as required by this section? If not, explain in detail how BellSouth is not in compliance?

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 10(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(v). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

**RESPONSE:** See the response to 10a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(v)? If not, what does BellSouth need to do to be in compliance?

**RESPONSE:** This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

- 11. Section 271(c)(2)(B)(vi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes unbundling local switching from transport, local loop transmission, or other services.

- a. Has BellSouth provided unbundled local switching as required by this section? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 11(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vi). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

**RESPONSE:** See the response to 11a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vi)? If not, what does BellSouth need to do to be in compliance?

**RESPONSE:** This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC

rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

12. Section 271(c)(2)(B)(vii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to: (a) 911 or E911 services; (b) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (c) operator call completion services.

- a. Has BellSouth provided access to the elements required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must also evaluate this item in light of the applicable FCC rules.

- b. If your answer to Interrogatory 12(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(vii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 12a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(vii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

13. Section 271(c)(2)(B)(viii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes white page directory listings for customers of the other carrier's telephone exchange service.

- a. Has BellSouth provided white page directory listings for customers of other carrier's telephone exchange service? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 13(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(viii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 13a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(viii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

14. Section 271(c)(2)(B)(ix) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers.

- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and



interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 14(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(ix). If BellSouth relies on agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 14a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(ix)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

- 15. Section 271(c)(2)(B)(x) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

- a. Has BellSouth provided access to telephone numbers as required by this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 15(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(x). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 15a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(x)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

16. Section 271(c)(2)(B)(xi) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes interim number portability until permanent number portability is required pursuant to FCC requirements.

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 16(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xi). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 16a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xi)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC

rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

17. Section 271(c)(2)(B)(xii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 17(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 17a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

18. Section 271(c)(2)(B)(xiii) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 18(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xiii). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 18a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiii)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

19. Section 271(c)(2)(B)(xiv) states the access and interconnection provided by or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes telecommunications services for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).

- a. Has BellSouth complied with the requirements of this section? If not, explain in detail how BellSouth is not in compliance.

RESPONSE: LDDS WorldCom has not entered into an agreement or sought to negotiate a local interconnection agreement with BellSouth. LDDS WorldCom is aware that BellSouth and other carriers have announced, filed, or sought arbitration of local interconnection agreements with BellSouth. The Commission must receive from each individual ALEC the factual data regarding each carrier's access and interconnection. In evaluating whether BellSouth has complied with this checklist

item, the Commission must be certain that the action complies with the applicable FCC rules. Finally, to be in compliance with the checklist time, even if decided by arbitration, each item must be fully implemented.

- b. If your answer to Interrogatory 19(a) is yes, explain in detail how BellSouth has complied with section 271(c)(2)(B)(xiv). If BellSouth relies on an agreement listed in Interrogatory 2(c) as support for compliance, identify the specific agreement.

RESPONSE: See the response to 19a.

- c. When the Florida Public Service Commission completes its proceedings on the requests for arbitration involving BellSouth, currently on file, will BellSouth be in compliance with section 271(c)(2)(B)(xiv)? If not, what does BellSouth need to do to be in compliance?

RESPONSE: This depends upon what is being sought in the arbitration, the Commission's final decision, and whether such decision complies with the statute and applicable FCC rules. Finally, to be in compliance with the checklist, even if decided by arbitration, each item must be fully implemented.

20. Does section 271 require the Florida Public Service Commission to make a public interest finding? If yes, please identify the subsection(s) that impose this requirement.

RESPONSE: Section 271 does not require the Florida Public Service Commission to make a public interest finding. The statute only requires such a finding from the FCC. In participating in the FCC's review of BellSouth's application to provide interLATA service, this Commission has the obligation to provide those facts that would facilitate the FCC's ability to make its public interest finding. The factual data that this Commission should forward to the FCC includes, but is not limited to, the following:

1. The status of any proceedings to implement the local competition provisions of the Telecommunications Act of 1996. If proceedings are pending, the expected completion date for those proceedings.
2. The identity of those entities that have been certificated by this Commission as ALECs or AAVs.
3. Whether each such entity is providing business exchange service, residential exchange service, business exchange access service, or residential exchange access service (identifying special or switched access), or, for each

competitor not currently providing any of these services, whether it has announced that it plans to offer any of these services and when.

4. The identity of the entities that have requested interconnection or unbundled elements from BellSouth or the ability to resell BellSouth's services as of the time of filing the application, specifying the types of interconnection, unbundled elements or services requested, the date each request was made, and the requests with respect to which BellSouth and the requesting entity have entered into a binding agreement, providing a complete copy of any such agreements (including prices charged) and proof of the FPSC's approval under section 252, if any.
5. The number of access lines in Florida that are served by the entity or entities that BellSouth considers to be local competitors; the number and locations of BellSouth's switches in Florida that are connected to local loops served by competitors; the scope of the geographic areas, and the number and types of customers, for which the competitor's services are available; the extent to which each competitor is using its own facilities to provide service or is using unbundled elements or resold services obtained from BellSouth; a description of the competitor's facilities in operation in BellSouth's service area; whether the competitor is currently constructing or significantly expanding those facilities, and if so, when the construction/expansion is expected to be completed; and the average provisioning intervals and maintenance times for services BellSouth provides to competitors compared with those it provides itself.
6. The number of access lines that BellSouth serves in Florida; the number, type, and location of switches that BellSouth has in Florida; the scope of the geographic area, and the number and types of customers, for which BellSouth's services are available; and the amount of revenues that BellSouth derived from Florida in the most recent year preceding that in which the application is filed, indicating amounts derived from basic local residential services, basic local business services, intraLATA toll, access charges, and other types of services.
7. Any reports, studies, or analyses available, and created within the past year preceding the application, that contain data on market shares of BellSouth and local telephone service competitors, or compare volumes of traffic, revenues, or facilities of BellSouth and local competitors or evaluate the likely entry, success or rate of growth of competitors or potential competitors.

8. A description and current status of all complaints made to the Florida PSC by other carriers, competitors, or entities that have requested interconnection, access, discriminatory practices, or the ability to resell BellSouth services.
21. Section 271(e)(2)(A) states that BellSouth can not begin to provide interLATA services until it provides intraLATA toll dialing parity throughout the state coincident with its exercise of its interLATA authority.
- a. When will BellSouth complete intraLATA toll dialing parity in Florida pursuant to FPSC Order No. PSC-95-0203-FOF-TP, Final Order on IntraLATA Presubscription?

RESPONSE: BellSouth has represented that intraLATA dialing parity will be fully implemented by December 1997.

- b. Does BellSouth have to implement intraLATA toll dialing parity in all central offices pursuant to Order No. PSC-95-0203-FOF-TP before it is in compliance with this section? If not, explain how BellSouth would be in compliance with this section before intraLATA toll dialing parity is implemented pursuant to Order No. PSC-95-0203-FOF-TP.

RESPONSE: Yes. The statute is clear -- if BellSouth is granted authority to provide interLATA service, BellSouth must implement intraLATA toll dialing parity in all central offices before it may provide interLATA service in order to be in compliance with section 271(e)(2)(A). This is true because the grant of interLATA authority to BellSouth would be statewide, thus the intraLATA dialing parity must be fully implemented so competitors will have an opportunity to compete in the intraLATA market that is equal to BellSouth's ability to compete in the interLATA market.

22. Identify and explain any public interest issue that must be addressed in this proceeding prior to BellSouth providing interLATA service.

RESPONSE: There are no public interest issues that must be addressed in this proceeding. However, as is more fully discussed in response to Interrogatory 20, this Commission has the obligation to provide those facts that would facilitate the FCC's ability to make its public interest finding. Some of the specific factual data that this Commission should provide the FCC is identified in the response Interrogatory 20.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Consideration of BellSouth )  
Telecommunications, Inc.'s entry into )  
InterLATA services pursuant to Section )  
271 of the Federal Telecommunications )  
Act of 1996. )

Docket No. 960786-TL  
Filed: June 4, 1997

**METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC. AND WORLDCOM, INC.  
D/B/A LDDS WORLDCOM COMMUNICATIONS (MFS/WORLDCOM)  
NOTICE OF SERVICE OF RESPONSES TO FPSC STAFF'S  
SECOND SET OF INTERROGATORIES**

METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC. and WORLDCOM, INC. d/b/a  
LDDS WORLDCOM COMMUNICATIONS (MFS/WORLDCOM), by and through its undersigned  
counsel, hereby files and serves Notice that it has served its Responses to FPSC Staff's Second Set  
of Interrogatories by Hand Delivery on Monica Barone, Esq., Florida Public Service Commission,  
2540 Shumard Oak Drive, Tallahassee, Florida, 32399-0850, on this 4<sup>th</sup> day of June, 1997.

Respectfully submitted,



FLOYD R. SELF, ESQ.  
NORMAN H. HORTON, JR., ESQ.  
GWEN G. JACOBS, ESQ.  
Messer, Caparello & Self, P.A.  
P. O. Box 1876  
Tallahassee, Florida 32302  
(904) 222-0720

Attorneys for WorldCom, Inc. d/b/a LDDS  
WorldCom Communications

H:\USERS\ANN\WC8352\960786.NOS

05563-97



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Consideration of BellSouth )  
Telecommunications, Inc.'s entry into )  
InterLATA services pursuant to Section )  
271 of the Federal Telecommunications )  
Act of 1996. )  
\_\_\_\_\_ )

Docket No. 960786-TL  
Filed: June 4, 1997

**METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC. AND WORLDCOM, INC.  
D/B/A LDDS WORLDCOM COMMUNICATIONS' (MFS/WORLDCOM)  
RESPONSES TO FPSC STAFF'S SECOND SET OF INTERROGATORIES**

As a result of the merger between Metropolitan Fiber Systems and WorldCom, Inc. d/b/a LDDS WorldCom, Inc., MFS/WorldCom herewith submits its joint responses to Staff's Second Set of Interrogatories. Information necessary to provide responses to the interrogatories was obtained from several individuals, however, the responses are sponsored by Mr. Brian K. Sulmonetti, 1515 South Federal Highway, Boca Raton, Florida.

23. Section 271 (c)(1)(a) of the Act states that a BOC meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the BOC is providing access and interconnection to its network facilities of one or more unaffiliated competing providers of telephone exchange (as defined in section 3(47)(A), but excluding exchange access) to residential and business subscribers.

- a. What is "telephone exchange service" pursuant to this section? Please include cites to all applicable rules and a list of all services, functions, or capabilities that would be encompassed in your definition.

**RESPONSE:** The Communications Act of 1934, as amended by the Telecommunications Act of 1996, defines "telephone exchange service" as "(A) service within a telephone exchange, or within a connected system of telephone exchanges with the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service." This definition is 47 U.S.C. 153(47). Since 271(c)(1)(A) references "telephone exchange

service (as defined in section 3(47)(A), . . .)" only subparagraph (A) of this definition is applicable.

As noted in the Interrogatory, Section 271(c)(1)(A) specifically excludes exchange access from the definition of telephone exchange service. "Exchange access" means "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." 47 U.S.C. 153(16). Because of this exclusion, an agreement for access and interconnection between a BOC and a competitor that is only providing exchange access (an alternative or a competitive access provider) cannot be used to satisfy the requirements of Section 271(c)(1)(A).

Additionally, Congress also determined that cellular telecommunications service could not be considered telephone exchange service for purposes of Section 271(c)(1)(A). The last sentence of that subparagraph provides that "[f]or the purposes of this subparagraph, services provided pursuant to subpart K of part 22 of the Commission's [FCC's] regulations shall not be considered to be telephone exchange service." 47 U.S.C. 271(c)(1)(A). Subpart K of part 22 of the FCC's regulations govern the provision of cellular telecommunications service.

In the Joint Explanatory Statement, the conferees listed several services which would not meet the requirements of Section 271(c)(1)(A). "With respect to the facilities-based competitor requirement, the presence of a competitor offering the following services specifically does not suffice to meet the requirement: (1) exchange access; (2) telephone exchange service offered exclusively through the resale of the BOC's telephone exchange service; and (3) cellular service." Joint Explanatory Statement at 148.

- b. Has BellSouth entered into one or more binding agreements that have been approved or are pending approval pursuant to Section 252 which specify the terms and conditions by which BellSouth will provide access and interconnection to unaffiliated competing providers for the purpose of providing telephone exchange service to residential and business subscribers in Florida? If so, please identify all such agreements.

**RESPONSE:** MFS has a Section 252 Interconnection Agreement with BellSouth which specifies the terms and conditions for access and interconnection. The Commission has considered other agreements but WorldCom and MFS are without knowledge as to whether these agreements comply with Section 252. Neither MFS nor WorldCom have a list of such agreements but believe that information is available at the PSC.

c. If BellSouth has entered into one or more agreements as contemplated by Section 271(c)(1)(a), is BellSouth actually **providing** access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers?

1. In order to meet the requirements of Section 271(c)(1)(a), is it necessary for BellSouth to actually be providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers? Please explain.

**RESPONSE:** Yes, in order for BellSouth to meet the requirements of section 271(c)(1)(A) it is necessary for BellSouth to actually be providing the services identified in the agreement. Section 271(c)(1)(A) provides that “[a] Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service.” 47 U.S.C. 271(c)(1)(A) (emphasis added).

The conferees clarified the meaning of this language by explaining that “[t]he requirement that the BOC ‘is providing access and interconnection’ means that the competitor has implemented the agreement and the competitor is operational.” Joint Explanatory Statement at 148 (emphasis added). The conferees also stated that “[t]his requirement is important because it will assist the appropriate State commission in providing its consultation and in the explicit factual determination by the Commission under new section 271(d)(2)(B) that the requesting BOC has fully implemented the interconnection agreement elements set out in the ‘checklist’ under new section 271(c)(2).” Joint Explanatory Statement at 148 (emphasis added).

As the conferees point out, the requesting BOC must be found in compliance with all of section 271(c), not just section 271(c)(1)(A). One of the two ways that a requesting BOC can comply with section 271(c)(2)(A) is if the requesting BOC “is providing access and interconnection pursuant to one or more agreements described in paragraph (1)(A)” and such access and interconnection meets the competitive checklist of Section 271(c)(2)(B). 47 U.S.C. 271(c)(2) (emphasis added).

**RESPONSE:** The determination as to whether BellSouth has complied with this subsection or any Section 271 requirement is a decision to be made by the Commission upon an adequate showing by BellSouth.

2. How should telephone exchange service provided to residential and business subscribers by competing providers be measured? (e.g., access lines, customers, etc.)

**RESPONSE:** It may be appropriate to consider both or a combination. The Act speaks to "subscribers" which is assumed to be "customers" for purposes of this response.

3. Should competing providers be required to provide telephone exchange service to more than one residential subscriber and one business subscriber? Please explain and include cites to all applicable rules and statutes in your analysis.

**RESPONSE:** Assuming that the query regards making a determination as to BellSouth's compliance with the requirements of §271 and not as to requirements to be placed on competing providers, then the answer is "yes".

24. How should the phrase "exclusively over their own telephone exchange service facilities" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

**RESPONSE:** The phrase "exclusively over their own telephone exchange facilities" as used in section 271(c)(1)(A) means that the competing providers are providing telephone exchange service using only local facilities that they own rather than leasing facilities from another carrier or reselling another carrier's telecommunications services. The goal of Congress was to ensure "that an unaffiliated [from the BOC] competing provider is present in the market." Joint Explanatory Statement at 148. In addition, the facilities must be telephone exchange service facilities. Facilities used for telephone toll service do not satisfy this requirement.

25. Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service exclusively over their own telephone exchange service facilities? If so, please list the carriers.

**RESPONSE:** MFS/WorldCom is not providing telephone service exclusively over their own facilities and has no knowledge as to whether any other carriers are.

26. If the answer to interrogatory 25 is yes, of the competing providers for which BellSouth has binding agreements, what percentage are currently providing telephone exchange service exclusively over their own telephone exchange service facilities?

**RESPONSE:** N/A

27. Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications service of another carrier? If so, please list the carriers.

**RESPONSE:** MFS/WorldCom is not nor is MFS/WorldCom aware of others that are.

28. If the answer to interrogatory 27 is yes, what percentage of the competing providers that BellSouth has binding agreements with is providing telephone exchange service predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier?

**RESPONSE:** N/A

29. How should the work "predominantly" referred to in section 271 (c)(1)(a) be defined?

**RESPONSE:** The phrase "predominately over their own telephone exchange service facilities" should be interpreted to mean that the competitor owns or controls the majority of the facilities that it uses to provide local exchange service—i.e., switching facilities and backbone network and some combination of its own loop facilities and loop facilities leased from the incumbent. The term "predominately" should be interpreted to mean that a competitor provides more than 50% of its services over its own facilities, including more than 50% of its own switching, more than 50% of its own transport, and more than 50% of its own loop facilities.

30. The following interrogatories address BellSouth's performance for purposes of evaluating its forthcoming request for interLATA authority under Section 271 (c)(2)(B) of the Act. They specifically address the requirements for provision of interconnection to ALECs certificated in Florida, as set forth in Section 271(c)(2)(B)(i) and 47 C.F.R. 51.305.

- a. Have you requested interconnection with BellSouth?

**RESPONSE:** Yes.

- b. If the answer to a. is yes, please describe the types of interconnection requested, and the terms and provisions of your interconnection agreement with BellSouth.

**RESPONSE:** Attachment A is the Interconnection Agreement between MFS Communications Company, Inc. and BellSouth Telecommunications, Inc. dated August 26, 1996. Section 4 of this Agreement contains the terms and provisions for interconnection.

- c. If the answer to a. is yes, have you received interconnection from BellSouth in the manner you requested for all locations? Please explain.

**RESPONSE:** MFS/WorldCom is in the process of implementing and testing interconnection in Miami thus it is too early to determine if interconnection has been provided in the manner requested.

- d. Are you providing service to customers or otherwise operational? If so, please identify, by percentages, the relative proportion of residential and business customers you are serving.

**RESPONSE:** No, MFS/WorldCom is not presently providing local exchange service.

- e. If the response to a. is no, why have you not requested interconnection with BellSouth? Please explain your answer, and state whether you plan to request interconnection, and if possible, provide an approximate date.

**RESPONSE:** N/A

- f. If the response to c. is no, please explain to the best of your knowledge, why you have not received interconnection, and identify the problems, if any. State whether you expect to obtain satisfactory interconnection arrangements and, if possible, when you expect to be operational. Also, state whether you expect that Commission intervention will be required.

**RESPONSE:** It is too early in the process to respond to this inquiry.

- g. Have you received interconnection at all points where you have requested it?

**RESPONSE:** See 30(f).

- h. If the answer to g. is no, please explain why you have not received interconnection at all points where you have requested it and identify the problems, if any.

**RESPONSE:** See 30(f).

- i. If the answer to g. is no, and to the extent not previously answered, do you expect your request(s) for interconnection to be provided at each point that has been requested, without Commission intervention? If so, when do you expect that to occur?

**RESPONSE:** See 30(f).

- j. Please explain your understanding of the requirement that BellSouth provide interconnection at a level of quality at least equal to that which it provides itself, a subsidiary, and affiliate, or any other party, in Section 51.305 of the FCC's Rules. Please include in your explanation a description of the technical criteria and service standards that you believe or know that BellSouth uses within its own network, and which you believe are applicable to your requested interconnection arrangements(s).

**RESPONSE:** BellSouth must provide interconnection at a level of quality at least equal to that which it provides itself. To our knowledge all BellSouth technical criteria and service standards would be applicable.

- k. To the best of your knowledge, are you receiving requested interconnection at a level of quality at least equal to that which BellSouth is providing itself or to others?

**RESPONSE:** MFS/WorldCom does not have sufficient information available to respond to this request.

- l. If the answer to k. is no, please explain in detail why you believe this is the case. To the extent necessary, do you expect to resolve this without Commission intervention? If so, when?

**RESPONSE:** (See response to 30.k.)

- m. Have you requested interconnection that is either superior to or inferior to that which BellSouth provides itself?

**RESPONSE:** MFS/WorldCom has requested interconnection at a quality equal to that BellSouth provides itself. At this time MFS/WorldCom is unable to determine whether the requested interconnection is superior or inferior to that provided by BellSouth.

- n. If the answer to m. is yes, please explain the nature of your request, how it differs from the quality of service BellSouth provides to itself or its affiliates, and whether it has been provided in the manner requested.

**RESPONSE:** (See response to 30.m.)

- o. If the answer to m. is no, please explain the reasons, to the best of your knowledge, why it has not been provided according to your request. Do you expect to resolve this without Commission intervention? If so, when?

**RESPONSE:** N/A

- p. Has BellSouth complied with the provisioning period(s) specified in your agreement?

**RESPONSE:** It is too early to tell.

- q. If the answer to p. is no, please explain in detail why you believe this is the case.
1. Do you expect to resolve this without Commission intervention? If so, why?

**RESPONSE:** As a general position, MFS/WorldCom would seek to resolve any problem with the provider but if Commission intervention is necessary and appropriate, then the PSC may be asked to intervene.

31. Section 271(c)(2)(B)(ii) of the Telecommunications Act of 1996 requires **nondiscriminatory** access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1). Please define "nondiscriminatory access to network elements" as used in Section 271(c)(2)(B)(ii).

**RESPONSE:** In order to fulfill the meaning and purpose of the Act "nondiscriminatory access to network elements" must be defined to mean that both the quality of access to the network element and the quality of the network element itself are equal between all carriers requesting the element and where technically feasible, the access and unbundled element must be at least equal in quality to that which the incumbent provides itself. See, FCC First Report and Order, Dkt-96-98 at ¶¶312-314 and 47 C.F.R. 51.311. Unless this dual approach is taken the LEC could treat all requesting carriers in an equal manner, but treat itself or its affiliates in a preferential manner.

32. Have you **requested**, from BellSouth, access to unbundled network elements (UNEs) as defined by the FCC and FPSC Orders?

- a. If the answer is yes, please list the following information:
1. Each element **requested**; and
  2. the point of interconnection **requested** for each element.

**RESPONSE:** See Section 9 of the BellSouth/MFS Interconnection Agreement dated August 26, 1996. (Attachment A)



33. Is BellSouth currently **providing**, you with access to UNEs at any technically feasible point in accordance with the requirements of section 251(c)(3) of the Telecommunications Act of 1996 and pursuant to 271(c)(2)(B)(ii) and applicable rules promulgated by the FCC and FPSC Orders?

**RESPONSE:** No. It is early in the process, but MFS/WorldCom has had problems with BellSouth regarding their "Smart Ring" service.

a. If yes, please list the following information:

1. each element being **provided** by BellSouth,
2. the point of interconnection being **provided** for each element,
3. the rate being charged for each element,
4. the reason(s) why any element requested from BellSouth was not provided;  
and
5. the reason(s) why the point of interconnection requested from BellSouth was not provided.

34. For each UNE identified in your response to interrogatory 33. a., please list all of the UNE's features, functions and capabilities.

**RESPONSE:** None at this time.

a. Are all the features, functions, and capabilities listed being provided in accordance with 47 C.F.R. 51.307?

**RESPONSE:** N/A.

b. If the answer to a. is no, please provide the reason(s) why all the features, functions, and capabilities listed are not being provided in accordance with 47 C.F.R. 51.307?

**RESPONSE:** N/A

35. Are the UNEs identified in interrogatory 33.a.1 at least equal in quality to that which BellSouth provides to itself?

**RESPONSE:** To the best of our knowledge, yes. However, UNEs are not ordered by MFS/WorldCom in the same way as BellSouth.

a. If the answer is no, is the quality at a level specifically provisioned in your Company's interconnection agreement with BellSouth?

**RESPONSE:** N/A.

- b. If the answer to a. is no, please explain the reason why BellSouth has varied the level of quality.

**RESPONSE:** N/A

36. Define "quality of access" as it relates to UNEs.

**RESPONSE:** Quality of access may vary depending upon the element in question. Generally quality should be broadly gauged, beginning with the manner and time of providing through the provisioning and use, and includes administrative as well as technical criteria. The ability to handle commercially significant orders timely and accurately is as much a measure of quality as are the technical standards.

- a. Is the quality of access to UNEs being provided, at least equal in quality to that which BellSouth provides to itself?

**RESPONSE:** Not sure at this time.

- b. If the answer to a. is not in the affirmative, is the quality of access to UNEs at a level specifically provisioned in your Company's interconnection agreement with BellSouth?

**RESPONSE:** N/A.

- c. If the answer to b. is no, please explain reason(s) why BellSouth has varied the level of quality.

**RESPONSE:** See 36(a).

37. Has your Company made any written or verbal complaints to BellSouth regarding the provision of UNEs or quality of access to such elements? Please provide detailed information regarding each verbal and written complaint made to BellSouth by your Company, including, but not limited to:

- a. explanation of the complaint,
- b. BellSouth's response to the complainant; and
- c. the resolution, if any, of the complaint.

**RESPONSE:** See correspondence at Attachment B for response. As of this date MFS/WorldCom is still early in our process.

38. Section 271 (c)(2)(B)(xiv) requires access or interconnection provided or generally offered by BellSouth to ensure that telecommunications services are available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3). Has your company requested from BellSouth any telecommunications services for resale pursuant to 251(c)(4) of the Act. If so, please provide the following information.

**RESPONSE:** Yes. MFS/WorldCom has requested resale and an amendment regarding resale arrangement to the Florida interconnection Agreement has been filed with the PSC.

- a. List all telecommunications services your company has requested from BellSouth.

**RESPONSE:** See attachment C.

- b. List all telecommunications services that BellSouth has provided to your company.

**RESPONSE:** None as of this date, however MFS/WorldCom is scheduled for provisioning September/October, 1997.

- c. Please identify the wholesale discount for each telecommunications service listed in b.

**RESPONSE:** See Exhibit A to the attached amendment to the Interconnection Agreement (Attachment D).

- d. Please identify any conditions or limitations as contemplated by Section 251(c)(4)(B) that BellSouth has imposed on any service identified in a. and b.

**RESPONSE:** The conditions and limitations are contained in the amendment to the agreement.

- e. Please explain why you believe BellSouth has imposed each condition or limitation identified in d.

**RESPONSE:** Other than class of service, the Act does not have any limitations; MFS/WorldCom believes any other limitations are inappropriate. As to why BellSouth has imposed the conditions or limitations they would be better able to respond.

39. Has your company expressed any complaints or concerns to BellSouth about how it provides resold telecommunications services pursuant to Section 251(c)(4)? If so, please provide the following information:

- a. any explanation of the nature of each complaint or concern; and  
b. whether the complaint or concern has been resolved. If so, how. If not, why not.

**RESPONSE:** MFS/WorldCom has not ordered any thus it is too early to tell. However, MFS/WorldCom has encountered differences with BellSouth in other jurisdictions as explained in the correspondence at Attachment E.

40. Has BellSouth refused to offer any telecommunications service for resale pursuant to 251(c)(4)? If so, please provide the following information:
- a. a list of the telecommunications services that BellSouth has refused to provide; and
  - b. an explanation as to why BellSouth has refused to offer the telecommunications services listed in a.

**RESPONSE:** None at this time.

41. Do you believe the wholesale rates identified in 38.c. comply with the pricing structure of 252(d)(3)? Please explain why or why not.

**RESPONSE:** No. MFS/WorldCom has not been provided the same rate as provided to AT&T which is due under the most favored nations provision of the agreement.

42. Can BellSouth comply with 271(c)(2)(b)(xiv) if it provides resale at negotiated wholesale rates or does BellSouth have to provide resale at Florida Public Service Commission established wholesale rates? Please explain your response.

**RESPONSE:** BellSouth can use either method to determine the resale discount, but no matter which method is used, BellSouth must comply with 271(c)(2)(b)(xiv), as well as the other requirements of 271.

43. Since section 251(c)(4) doesn't reference Section 252, does the language in 252(a)(1) that allows BellSouth to enter into a binding agreement with another telecommunications carrier without regard to the standards set forth in subsections (b) and (c) of Section 251 allow BellSouth to negotiate a wholesale rate that is different than what the state commission establishes pursuant to 252(d)(3)? If so, please explain your reasoning.

**RESPONSE:** Yes. To meet 271(c)(2)(B)(xiv), Bell must comply with 251(c)(4) and 252(d)(3).

MFS/WORLDCOM



FLOYD R. SELF

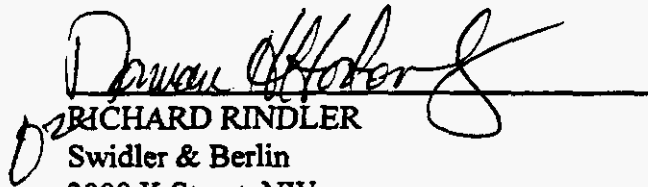
NORMAN H. HORTON

Messer, Caparello & Self, P.A.

Post Office Box 1876

Tallahassee, FL 32302-1876

904/222-0720



RICHARD RINDLER

Swidler & Berlin

3000 K Street, NW

Suite 300

Washington, D.C. 20007

202/424-7771

H:\USERS\ANN\WC8352\960786.2IN

## Attachment A

**Florida Partial Interconnection Agreement**  
**Under Sections 251 and 252 of the**  
**Telecommunications Act of 1996**

**DATED AUGUST 26, 1996**

**BY AND BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, INC.**

**and**

**MFS COMMUNICATIONS CO., INC.**

**RECEIVED**

**MAY 27 1997**

**FLOYD R. SELF**

## TABLE OF CONTENTS

	Page
1.0 DEFINITIONS .....	1
2.0 INTERPRETATION AND CONSTRUCTION. ....	12
3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES. ....	12
4.0 NETWORK INTERCONNECTION PURSUANT TO SECTION 251(c)(2). ..	13
5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2) .....	18
6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2) .....	22
7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC ....	26
8.0 JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR .....	28
9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3) .....	29
10.0 RESALE OF BST LOCAL EXCHANGE SERVICES--SECTIONS 251(c)(4) and 251(b)(1) .....	34
11.0 NOTICE OF CHANGES -- SECTION 251(c)(5) .....	35
12.0 COLLOCATION -- SECTION 251(c)(6) .....	35
13.0 NUMBER PORTABILITY -- SECTION 251(b)(2) .....	37
14.0 DIALING and NUMBERING RESOURCES, RATE CENTERS and RATING POINTS .....	40
15.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4) .....	41



16.0	DATABASE ACCESS--SECTION 271 .....	41
17.0	COORDINATED SERVICE ARRANGEMENTS .....	41
18.0	911/E911 ARRANGEMENTS--SECTION 271 .....	43
19.0	DIRECTORY SERVICES ARRANGEMENTS--SECTION 271 .....	44
20.0	GENERAL RESPONSIBILITIES OF THE PARTIES .....	46
21.0	TERM AND TERMINATION .....	51
22.0	INSTALLATION .....	53
23.0	PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES .....	53
24.0	SECTION 252(I) OBLIGATIONS .....	56
25.0	CANCELLATION CHARGES .....	57
26.0	SEVERABILITY .....	57
27.0	FORCE MAJEURE. ....	57
28.0	LIMITATION OF LIABILITY .....	57
29.0	ASSIGNMENT .....	58
30.0	DISPUTED AMOUNTS .....	59
31.0	NON-DISCLOSURE .....	60
32.0	CANCELLATION .....	63
33.0	DISPUTE RESOLUTION .....	63
34.0	NOTICES .....	63
35.0	LIABILITY AND INDEMNITY .....	64
36.0	MISCELLANEOUS .....	65

## LIST OF EXHIBITS

<u>Exhibit Name</u>	<u>Exhibit Number</u>
Additional Definitions Defined by "Act"	1.0
Interconnection Activation Dates	2.0
Meet-point Billing Provisions	3.0
Meet-point Billing Rate Elements	4.0
Initial Network Architecture & Trunking	5.0a & 5.0b
SONET Network Architecture	6.0
Reciprocal Compensation	7.0
BLV and BLVI Rates	8.0
Transit Function Rate	9.0
Interim Cross-connect Rate	10.0
Unbundled Element Bonafide Requests	11.0
Interim INP Cost-recovery Rate	12.0
Directory Assistance Rates	13.0
BAPCO Directory Agreement	14.0

**MFS Communications Company, Inc., & BellSouth Telecommunications, Inc.  
Partial Florida Interconnection Agreement  
Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 26th day of August 1996 (the "Effective Date"), by and between BellSouth Telecommunications, Inc., ("BST") a Georgia Corporation, 675 West Peachtree Street, Atlanta, Georgia 30375, and MFS Communications Company, Inc., ("MFS") a Delaware corporation, with offices located at Six Concourse Parkway, Suite 2100, Atlanta, Georgia 30328, on behalf of itself and its subsidiaries, including, Metropolitan Fiber Systems of Florida, Inc.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services and Exchange Access to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and additional services as set forth herein.

WHEREAS, the Parties acknowledge and agree that this Agreement is a partial agreement under sections 251 and 252 of the Communications Act of 1996. The Parties acknowledge and agree that this Agreement does not address all of BST's obligations under sections 251, 252, and 271 as contained in the Communications Act of 1996.

WHEREAS, the Parties acknowledge and agree that at the time of execution of this Agreement the following items have not been agreed to and will be decided by the appropriate Government body through arbitration and/or Commission and/or FCC orders and/or rulemakings: 1) The Price of Unbundled Loops, 2) The Rates, Terms, and Conditions for Information Services, and 3) Collocation Rates, Terms, and Conditions. Moreover, unless otherwise enumerated, it is acknowledged and agreed that all other terms, conditions, rates, and clauses contained in this Agreement are agreed.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and BST hereby agree as follows:

**1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are set forth on Exhibit 1.0.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996,

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

- 1.2 **"Asymmetrical Digital Subscriber Line" or "ADSL"** is a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.
- 1.3 **"Affiliate"** is As Defined in the Act.
- 1.4 **"As Defined in the Act"** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.5 **"As Described in the Act"** means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.6 **"Automatic Number Identification" or "ANI"** is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.7 **"BLV/BLVI Traffic" or "BLV/BLVI Call"** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of a call on an Telephone Exchange Service.
- 1.8 **"Calling Party Number" or "CPN"** is a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.9 **"Central Office Switch", "Central Office" or "CO"** means a switching entity within the public-switched telecommunications network, including but not limited to:
- a) **"End Office Switches"** which are Class 5 switches from which end user Telephone Exchange Services are directly connected and offered.
  - b) **"Tandem Office Switches"** which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.10 **"CLASS Features"** mean certain CCS-based features available to end users. Class features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.
- 1.11 **"Collocation" or "Collocation Arrangement"** means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is any BST central office, serving wire center and tandem office, as well as all buildings or similar structures owned or leased by BST that house BST network facilities, including any BST structures that house BST network facilities on public rights-of-way, such as vaults containing loop concentrators or similar structures, to the extent such collocation is technically feasible and space is available. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 1.12 **"Commission"** means the Florida Public Service Commission (PSC).
- 1.13 **"Common Channel Signaling" or "CCS"** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.
- 1.14 **"Cross Connection"** is an intra-wire center channel connecting separate pieces of telecommunications equipment including a channel between separate Collocation facilities.
- 1.15 **"Customer"** means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.
- 1.16 **"DID"** means direct inward dialing. 65
-

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.17 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.18 "Digital Loop Carrier" is a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- 1.19 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.20 "Digital Signal Level 0" or "DS0" is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.21 "Digital Signal Level 1" or "DS1" is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 1.22 "Digital Signal Level 3" or "DS3" is the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 1.23 "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
- 1.24 "Exchange Access" is As Defined in the Act.
- 1.25 "Electronic File Transfer" is any system/process which utilizes an electronic format and protocol to send/receive data files.
- 1.26 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.
- 1.27 "FCC" is the Federal Communications Commission.
- 1.28 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an

**MFS Communication o., Inc., & BellSouth Tele nunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

- 1.29** "HDSL" or "High-Bit Rate Digital Subscriber Line" is a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B1O").
- 1.30** "Information Service Traffic" or "Information Service Call" is a call which originates on a Telephone Exchange Service and which is addressed to an information service provided over a LEC information services platform (e.g., 976), where the telephone number of the Telephone Exchange Service and the telephone number of the information service are associated with the same LATA.
- 1.31** "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to Collocation arrangements and mid-fiber meet arrangements.
- 1.32** "Interexchange Carrier" or "IXC" is a provider of stand-alone interexchange telecommunications services.
- 1.33** "Interim Telecommunications Number Portability" or "INP" is the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.34** "InterLATA" is As Defined in the Act.
- 1.35** "Integrated Services Digital Network" or "ISDN" is a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 64 Kbps data channel (23 B + D).

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.36** "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.
- 1.37** "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.38** "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to have their toll calls (inter or intraLATA) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.
- 1.39** "Local Exchange Carrier" or "LEC" means any carrier that provides facility-based Telephone Exchange Services utilizing a switch it owns or substantially controls in conjunction with unique central office codes assigned directly to that carrier; this includes the Parties to this Agreement.
- 1.40** "Local Traffic" refers to calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service (EAS)." All other traffic that originates and terminates between end users within the LATA is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased.
- 1.41** "Local Loop Transmission" or "Loop" is a network element of a Telephone Exchange Service; for purposes of general illustration, the "Loop" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a BST end office wire center, to a demarcation or connector



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

block in/at a customer's premises. Loops fall into the following categories:

- a) "2-wire Analog Voice Grade Loops" will support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This Loop is commonly used for local dial tone service.
- b) "4-wire Analog Voice Grade Loops" which support the transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface.
- c) "2-wire ISDN Digital Grade Loops" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.
- d) "2-Wire ADSL-Compatible Loop" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kpbs digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-Compatible Loop is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and at the BST frame.
- e) "2-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.
- f) "4-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.42** "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney fees).
- 1.43** "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.
- 1.44** "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.45** "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 1.46** "Meet-Point Billing" or "MPB" refers to the billing arrangement for the interconnection of facilities between two or more LECs for the provision of Exchange Access to an interexchange carrier or other third party.
- 1.47** "Multiple Bill/Single Tariff" as defined by the industry's MECAB document, means the meet-point billing method where each LEC prepares and renders its own meet point bill in accordance with its own tariff for the portion of the jointly-provided Switched Access Service which the LEC provides. Sometimes erroneously referred to as "Multiple Bill/Multiple Tariff" method.
- 1.48** "Network Element" is As Defined in the Act.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.49 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 1.50 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.51 "Number Portability" is as defined in the Act or "LTNP" provides the technical ability to enable an end user customer to utilize its telephone number in conjunction with any Telephone Exchange Service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen Local Exchange Carrier.
- 1.52 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three-digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.53 "Party" means either BST or MFS, and "Parties" means BST and MFS.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.54** "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers.
- 1.55** "Port Element" or "Port" is a component of a Telephone Exchange Service; for purposes of general illustration, the "Port" serves as the hardware termination for the customer's telephone exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network and provides access to 911, directory assistance and other operator services. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address.
- 1.56** "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure, for the purpose of billing to end users, distance-sensitive traffic to/from Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.57** "Rating Point" or "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Telephone Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Rating Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However Rating Point/Routing Point associated with each NPA-NXX need not be

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

- 1.58** "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.
- 1.59** "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among network signalling points (including other STPs) in order to set up calls and to query databases for advanced services.
- 1.60** "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.61** "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.62** "Switched Exchange Access Service" means the following types of Exchange Access Services: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 1.63** "Synchronous Optical Network" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.
- 1.64** "Technically Feasible Point" is As Described in the Act.
- 1.65** "Telecommunications" is As Defined in the Act.
- 1.66** "Telecommunications Act" refers to the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.67** "Telecommunications Carrier" is As Defined in the Act.
- 1.68** "Telecommunications Service" is As Defined in the Act.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 1.69** "Telephone Exchange Service" is As Defined in the Act.
- 1.70** "Telephone Toll Service" is As Defined in the Act.
- 1.71** "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- 1.72** "Unbundled Element Bona Fide Request" means the process described on Exhibit 11.0 that prescribes the terms and conditions relating to a Party's request that the other Party provide an unbundled Element or other service, function or product not otherwise provided by the terms of this Agreement.
- 1.73** "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

**2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Exhibit 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BST or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

**3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Sections 4.0, 5.0, 6.0, 7.0, 8.0, and 18.0, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA on Exhibit 2.0.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.  
Partial Florida Interconnection Agreement  
Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

Exhibit 2.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

**4.0 NETWORK INTERCONNECTION ARCHITECTURE PURSUANT TO SECTION 251(c)(2)**

**4.1 Scope**

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. Initially, in the Miami and Orlando LATAs, MFS and BST will use a Physical Architecture as described in Section 4.2 and Exhibits 5.0a and 5.0b, and upon mutual agreement will transition to a SONET Physical Architecture as described in Section 4.3.

**4.1.1** In each LATA identified in Exhibit 2.0 to this Agreement, the correspondingly identified BST and MFS Interconnection Wire Centers (IWC) shall serve as the MFS Interconnection Wire Center ("MIWC") and BST Interconnection Wire Center ("BIWC"), respectively, at which points BST and MFS will initially interconnect their respective networks for inter-operability within that LATA.

**4.1.2** MFS and BST shall provision trunk circuits to one another for interconnection at the MIWC and BIWC pursuant to Sections 5.0, 6.0, 7.0, 8.0, and 18.0 of this Agreement. MFS shall interconnect to the BST 911 tandem either via its own facilities or any certificated carriers' facilities. BST shall initially interconnect to logically and diversely routed MIWC trunk circuits from BST's BIWCs to MFS' MIWC, pursuant to Sections 4.0, 5.0, 6.0, and 7.0 of this Agreement. The interconnection of these trunks shall



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

be at the BST BIWC in each LATA as identified on Exhibit 2.0. The agreed Physical Architecture that will be used is described within this section and depicted in Exhibit 5.0.

**4.2 Initial Physical Architecture**

- 4.2.1** MFS shall be responsible for maintaining sufficient transmission facilities to interconnect to trunk circuits provided by BST at each BIWC. BST shall be responsible for maintaining sufficient transmission facilities to interconnect to trunk circuits provided by MFS at each MIWC. The initial physical architecture will be electrical DS3 or DS1 (or multiples hereof). The architecture is depicted and described in Exhibits 5.0a and 5.0b.
- 4.2.2** The physical architecture shall occur over Collocation and/or leased facilities, including but not limited to a BST SONET Smartring Node at either Party's premises in accordance with Section 12.0, or any other arrangement to which the Parties may mutually agree.
- 4.2.3** Specific trunk groups (and traffic routing parameters) will be configured over the physical architecture for transmission and routing of Telephone Exchange Service traffic and for transmission and routing of Exchange Access traffic pursuant to Sections 5.0 and 6.0, respectively.
- 4.2.4** Upon mutual agreement, at anytime during the term of this Agreement, the Parties may transition to a SONET transmission system, or any other mutually agreed network interconnection architecture, for the applicable LATA.

**4.3 SONET Physical Architecture**

Upon mutual agreement, MFS and BST shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system, or any other comparable arrangement by which they shall interconnect their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. The Parties shall each designate a single BIWC/MIWC location where



**MFS Communication, Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

each party has fiber optic cable connectivity. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit 6.0 and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Grooming Plan (as defined in Section 8.0).

**4.3.1** The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

- a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below;
- b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below; and
- c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

**4.3.2** BST shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the BST Interconnection Wire Center ("BIWC") identified for each LATA set forth in "Exhibit 2.0" in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

**4.3.3** MFS shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the MFS Interconnection Wire Center ("MIWC") identified for that LATA in "Exhibit 2.0" in capacity sufficient to

**MFS Communication s., Inc., & BellSouth Tele munications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

- 4.3.4** BST shall designate a manhole or other suitable entry-way immediately outside the BIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable MFS to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the BIWC. MFS shall deliver and maintain such strands wholly at its own expense.
- 4.3.5** MFS shall designate a manhole or other suitable entry-way immediately outside the MIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable BST to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the MIWC. BST shall deliver and maintain such strands wholly at its own expense.
- 4.3.6** MFS shall pull the fiber optic strands from the MFS-designated manhole/entry-way into the MIWC and through appropriate internal conduits MFS utilizes for fiber optic facilities and shall connect the BST strands to the OLTM equipment MFS has installed in the MIWC.
- 4.3.7** BST shall pull the fiber optic strands from the BST-designated manhole/entry-way into the BIWC and through appropriate internal conduits BST utilizes for fiber optic facilities and shall connect the MFS strands to the OLTM equipment BST has installed in the BIWC.
- 4.3.8** Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through a point separate from that which the Party's own fiber exited.
- 4.3.9** The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system as illustrated on Exhibit 6.0.

**MFS Communication o., Inc., & BellSouth Tele mnications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 4.4.1** MFS and BST shall work cooperatively to install and maintain a reliable network. MFS and BST shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.4.2** MFS and BST shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**4.5 Interconnection In Additional LATAs**

- 4.5.1** If MFS determines to offer Telephone Exchange Services in any other LATA in which BST also offers Telephone Exchange Services, MFS shall provide written notice to BST of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.5.2** The notice provided in Section 4.5.1 shall include (i) the initial Routing Point MFS has designated in the new LATA; (ii) MFS' requested Interconnection Activation Date; and (iii) a non-binding forecast of MFS' trunking requirements.
- 4.5.3** The Parties shall mutually agree to designate single MFS and BST Wire Centers to facilitate efficient and robust network
- 4.5.4** Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred twenty(120) days after the date on which MFS delivered notice to BST pursuant to Section 4.5.1. Within ten (10) business days of BST's receipt of MFS' notice, BST and MFS shall confirm the BIWC, the MIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Exhibit 2.0.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**5.1 Scope**

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third-party carrier.

**5.2 Trunk Connectivity**

The Parties shall reciprocally terminate Local/intraLATA Traffic and Information Services Traffic, originating on each other's networks. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical interconnection arrangements as follows:

**5.2.1** BST shall make available to MFS at the BIWC, local/intraLATA trunk connections over which MFS may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "BIWC trunks."

**5.2.2** MFS shall make available to BST at the MIWC, local/intraLATA trunk connections over which BST may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "MIWC trunks".

**5.2.3** BIWC and MIWC trunk connections shall be made at a DS-1 or multiple DS-1 level, including SONET. The ordering of the trunks associated with these trunking arrangements will be via industry accepted format/specifications.

**5.2.4** Initial BIWC trunks will be configured in a manner as depicted in Exhibit 5.0. MFS shall deliver all end user to end user local and intraLATA traffic within the LATA to each BST BIWC identified in Exhibit 2.0. (MFS understands and agrees that BST cannot guarantee a P.01 level grade of service for local and

**MFS Communicatio Co., Inc., & BellSouth Te m munications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

intraLATA traffic that is routed through two access tandems.) MFS agrees to terminate local end user to end user traffic directly to additional BST Access Tandems in the LATA once MFS' terminating end user to end user local traffic volumes exceed 150,000 monthly minutes of use consistently to those access tandems. The 150,000 monthly minutes of use provision does not apply for Miami.

**5.2.5** Initial MIWC trunks will be configured in a manner as depicted in Exhibit 5.0. BST shall deliver all end user to end user local and intraLATA traffic within the LATA to each MFS MIWC identified in Exhibit 2.0.

**5.2.6** The Parties shall establish special BIWC and MIWC trunk groups as needed to allow for ISDN inter-operability utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission.

**5.3 Use of 1-Way and 2-Way Trunks**

Initially, the Parties will configure all trunk groups as one-way trunks. The Parties will work cooperatively to evaluate the appropriateness of two-way trunk groups, and upon mutual agreement may transition trunk groups to two-way trunk groups.

**5.4 Signaling**

**5.4.1** The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, in conjunction with all BIWC and MIWC trunk groups. The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. The Parties will work cooperatively to provide calling party name delivery service to each other. All privacy indicators will be honored. Network signaling information such as Carrier Identification Parameter (CCS platform) and

**MFS Communication Co., Inc., & BellSouth Tel Communications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency (MF), wink start, E&M channel-associated signaling with ANI will be forwarded.

- 5.4.2** The Parties shall establish company-wide CCS interconnections STP-to-STP. Such interconnections shall be made at the MIWC and BIWC, and other points, as necessary and as jointly agreed to by the parties. During the term of this Agreement neither party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

**5.5 Reserved**

**5.6 Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

**5.7 Measurement and Billing**

- 5.7.1** At such time as that both parties' systems are capable of utilizing Calling Party Number (CPN) for billing purposes, they will work cooperatively to transition to a billing arrangement which is based upon CPN.

- 5.7.2** Measurement of billing minutes of use for traffic exchanged pursuant to this Section 5.0 shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type over each individual trunk group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

- 5.7.3** FGD charges for intraLATA traffic carried together with Local Traffic over a combined trunk group shall be calculated as follows:

- a) FGD charges for intraLATA traffic shall be applied as if the BIWC is the serving wire center for the FGD service.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- b) IntraLATA traffic which would otherwise be subject to originating FGD charges will be rated and billed according to procedures which otherwise apply for the rating and billing of originating FGD traffic.
- c) The percentage of local usage (PLU) factor should be calculated by dividing the Local Traffic by the total Local Traffic and intraLATA intrastate traffic (the sum of the Local Traffic percentage and the intraLATA intrastate percentage should equal 100%). The reporting of the PLU factor should follow the same guidelines as defined for PIUs.

The Local Traffic percentage will be applied to the terminating intrastate traffic to determine the terminating Local Traffic usage.

**5.8 Reciprocal Compensation Arrangements**

The Parties shall compensate one another for the provision of traffic exchange arrangements pursuant to this Section 5.0, only as set forth herein.

- 5.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic (including EAS and EAS-like traffic) billable by BST or MFS which a Telephone Exchange Service Customer originates on BST's or MFS' network for termination on the other Party's network.
- 5.8.2 The Parties shall compensate each other for transport and termination of Local Traffic (local call termination) at a single identical, reciprocal, and equal rate provided in Exhibit 7.0.
- 5.8.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 5.8.4** Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic which includes intraLATA 800 service.
- 5.8.5** Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.2 shall be compensated per the following:
- a) Compensation for INP calls between MFS and BST for all traffic, including forwarded interexchange carrier calls, will be compensated at reciprocal compensation charges (Section 5.8.2) and Switched Access charges (pursuant to each carrier's respective access tariffs, Sections 5.8.3 and 5.8.4), for local, including EAS traffic, intraLATA switched access, interLATA interstate and intrastate traffic, respectively, as if the caller had directly dialed the new telephone number.
  - b) In INP arrangements, in order to effect this pass-through of reciprocal compensation and Switched Access charges to which each carrier would otherwise have been entitled if the ported traffic had been directly dialed to the new number, each carrier will be required to classify and include ported traffic in its quarterly percentage of use reports as Local, intrastate intraLATA, intrastate interLATA, or interstate interLATA. The quarterly filed percentage of use reports will be applied on a monthly basis against the total minutes billed for the month to approximate INP billed revenues.

**6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC  
PURSUANT TO 251(c)(2).**

**6.1 Scope**

Section 6.0 prescribes parameters for certain trunk groups ("IXC Exchange/3rd Party Trunks") to be established over the interconnections specified in Section 4.0 for the transmission and



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers.

**6.2 Trunk Group Architecture and Traffic Routing**

- 6.2.1** The Parties shall jointly establish IXC Exchange/3rd Party Trunks by which they will jointly provide tandem-transported Switched Exchange Access services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers. The interconnection of these trunks shall be at the BST BIWC in each LATA as identified on Exhibit 2.0.
- 6.2.2** IXC Exchange/3rd Party Trunks shall be used for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an BST Access Tandem, and in accordance with Exhibits 5.0a and 5.0b.
- 6.2.3** The IXC Exchange/3rd Party Trunks shall be two-way trunks connecting an End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch BST utilizes to provide Exchange Access in such LATA.
- 6.2.4** The Parties shall jointly determine which BST access Tandem(s) will be sub-tended by each MFS End Office Switch. Except as otherwise agreed by the Parties, BST shall allow each MFS End Office Switch to sub-tend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single MFS End Office Switch sub-tend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.
- 6.2.5** BST shall, except in instances of capacity limitations, permit and enable MFS to sub-tend the BST access tandem switch(es) nearest to the MFS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch,

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

MFS shall be allowed to sub-tend the next-nearest BST access tandem switch in which sufficient capacity is available. The MPB percentages for each new Rating Point/access tandem pair shall be calculated according to one of the three methods identified in the MECAB document.

MFS shall inform BST of the tandem(s) it wishes to sub-tend in the new LATA and the parties shall jointly determine the calculation of the billing percentages which should apply for such arrangement. MFS will deliver notice to BST of all new routes. BST and MFS shall confirm each new route and associated billing percentages in a Letter of Understanding, and shall file these percentages in NECA Tariff No. 4, within a reasonable time following receipt of MFS' notice by BST.

**6.3 Meet-Point Billing Arrangements**

Meet-Point Billing arrangements between the Parties for jointly provided Switched Exchange Access Services on IXC Exchange/3rd Party Trunks will be governed by the terms and conditions of this Section 6.0 and Exhibits 3.0 and 4.0 for Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

**6.3.1** MFS and BST will establish meet-point billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services customers<sup>1</sup> via an BST access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein, and in Exhibits 3.0 and 4.0. The arrangements described in this Section 6.0 and in Exhibits 3.0 and 4.0 are intended to be used to provide Switched Access Service that originates and/or terminates on an MFS-provided Telephone Exchange Service where the transport component of the Switched Access Service is routed through a BST-provided tandem switch.

---

<sup>1</sup> Including any future BST separate interexchange subsidiaries.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 6.3.2** Common channel signaling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the BST access tandem switch.
- 6.3.3** MFS and BST will use their best reasonable efforts, individually and collectively, to maintain provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements between the parties, including Exhibit 4.0.
- 6.3.4** Each party shall implement the "Multiple Bill/SingleTariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each party shall only bill the rate elements identified for it in Exhibit 4.0. For transport elements subject to billing percentages, each Party shall utilize the billing percentages as filed in NECA Tariff No. 4, or any successor tariff. The MPB percentages for each route shall be calculated according to one of the three methods identified in the MECAB document, and the parties agree to work cooperatively to establish percentages as necessary. The actual rate values for each element shall be the rates contained in that Party's own effective Federal and State access tariffs. The Parties shall utilize a monthly billing period for meet-point billing.
- 6.3.5** BST shall provide to MFS the billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.
- 6.3.6** Access usage data will be exchanged between the parties in a manner acceptable to both parties. If access usage data is not processed and delivered by either Party as agreed and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- 6.3.7** The parties agree that further discussion is required regarding a "Single Bill" option for the delivery of a single consolidated billing statement each month.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

- 6.3.8** In the event errors are discovered by MFS, the IXC or BST, both BST and MFS agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data. Errors that are discovered by the IXC or billing disputes that originate from the IXC will be handled by the parties in accordance with the MECAB document.
- 6.3.9** Either Party may request a review or audit of the various components of access recording. Such review or audit shall be conducted subject to confidentiality protection.
- 6.3.10** The Parties shall not charge one another for the services rendered or information provided pursuant to this Section 6.0 of this Agreement.
- 6.3.11** MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

**7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

**7.1 Information Services**

**MFS and BST do not agree on the rates, terms, and conditions for Information Services, therefore this issue will be subject to further negotiations, FCC and/or Commission Proceedings/Orders and/or Arbitration.**

**7.2 BLV/BLVI Traffic**

**For BLV/BLVI Traffic, each Party's operator bureau shall accept BLV/BLVI inquiries from the operator bureau of the other Party, in order to allow transparent provision of Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services between their networks. MFS, at its option, shall route BLV and**

**MFS Communication o., Inc., & BellSouth Tele nmunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

BLVI inquiries to BST's operator bureau over the appropriate BIWC trunks within the LATA. BST, at its option, shall route BLV and BLVI inquiries to MFS' operator bureau over the appropriate MIWC trunks within the LATA. Each Party shall compensate the other Party for BLV and BLVI inquiries according to the effective BST rates identified and attached in Exhibit 8.0, and will be reflect future tariff changes.

**7.3 Transit Function**

- 7.3.1** BST agrees that it shall provide a Transit Function to MFS on the terms and conditions set forth in this Section 7.3 and at a rate set forth in Exhibit 9.0.
- 7.3.2** "Transit Function" means the delivery of certain traffic between MFS and a third party LEC by BST over the IXC Exchange/3rd Party Trunks. The following traffic types will be delivered: (i) Local Traffic originated from MFS to such third party LEC, (ii) Local Traffic originated from such third party LEC and terminated to MFS, and (iii) may include Wireless traffic, if any, that is carried over the IXC Exchange/3rd Party Trunks.
- 7.3.3** While the Parties agree that it is the responsibility of each third party LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place. BST will, unless notified to the contrary, pass 3rd party LEC traffic to/from MFS. Nothing in this provision shall prohibit either Party from establishing other financial arrangements for this transit traffic with the other LECs from/to whose network such traffic ultimately originates or terminates. It is acknowledged by both parties that the terminating carrier should receive compensation with either the intermediary carrier providing a billing clearinghouse function for these calls or the originating and terminating carrier compensating each other directly.
- 7.3.4** BST expects that all networks involved in transit traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

("EMR") standard and exchange records with both BST and the terminating LEC to facilitate the billing process to the originating network.

**7.3.5** For purposes of this Section 7.3, BST agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement BST offers to another LEC at the same rates, terms and conditions provided to such other LEC.

**7.3.6** Where MFS routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic to other LECs via the BIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), MFS shall pay BST only a single per minute of use transit charge as identified in Exhibit 10.0. Where BST routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic originated from another LEC to MFS via the MIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), neither party shall apply a transiting charge to the other.

**8.0 JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**8.1 Joint Grooming Plan**

MFS and BST will jointly develop and agree on a Joint Interconnection Grooming Plan which shall define and detail, inter alia, prescribing standards to ensure that BIWC and MIWC trunk groups experience a consistent P.01 or better grade of service, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually-agreed upon default standards for the configuration of segregated BIWC trunk groups and segregated MIWC trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. The plan shall include definitive parameters which define under what circumstances the parties may transition trunk groups to two-way trunk groups. The Parties will use their best collective good faith efforts to complete and agree on such plan within 90 days following execution of this Agreement. Furthermore, the plan should include

**MFS Communicatio Co., Inc., & BellSouth Te m munications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

maintenance of the SONET transmission system, disaster recovery provision escalations, and such other matters as the Parties may agree.

**8.2 Installation, Maintenance, Testing, and Repair**

Unless otherwise identified within the Agreement or mutually agreed, BST's standard intervals for Feature Group D Exchange Access Services will be used for interconnection. MFS shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BST of its inability to do so and will negotiate such intervals in good faith.

**9.0 UNBUNDLED ACCESS -- SECTIONS 251(c)(3) and 271**

**9.1 Local Loop Transmission Types**

Subject to Section 9.4, BST shall allow MFS to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.0:

--2-Wire Analog Loops,

--4-Wire Analog Loops,

--2-Wire ISDN Digital Grade Links or BRI ISDN,

--2-Wire ADSL-Compatible Loops,

--2-Wire HDSL-Compatible Loops, and

--4-Wire HDSL-Compatible Loops.

Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and the principles enumerated in Commission and/or FCC rules or orders.

**9.2 Port Types**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

BST shall make available to MFS unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable tariffs consistent with Commission and/or FCC pricing principles. The Parties agree to attempt to negotiate rates for unbundled switching that will enable MFS to provide a loop to be cross-connected to a BST switch.

**9.3 Private Lines, Interim Unbundled Loops, and Special Access**

BST shall make available to MFS private lines, interim unbundled loops, and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs and/or orders consistent with Commission and/or FCC pricing principles.

**9.4 Limitations on Unbundled Access**

**9.4.1** MFS shall access BST's unbundled Network Elements via Collocation in accordance with Section 12 at a BST premises where those elements exist and each Loop or Port shall be delivered to MFS' Collocation by means of a Cross Connection, which in the case of two or four-wire Loops, will be set, in the interim, via a special assembly. The yet to be determined interim cross connection rate will be set forth in Exhibit 10.0. Within sixty (60) days after execution of this Agreement, BST agrees to file a cost study at the Commission consistent with Commission and/or FCC rules. The final price for Cross connection will be determined either through negotiations or by the Commission in a contested proceeding. Moreover, once a final price is ordered by the Commission, the Parties agree to retroactively apply the final rate for Cross connection back to the beginning of the installation/billing period and debit and/or credit each other accordingly. The Parties reserve all rights to argue for different pricing arrangements regarding the appropriate price for Cross connection.

**9.4.2** If MFS orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges may apply and will be developed and reviewed based upon costs



**MFS Communication o., Inc., & BellSouth Tele nunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

consistent with, and subjected to Commission and/or FCC rules for the pricing of unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Belcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

**9.5 Provisioning of Unbundled Loops**

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled elements:

- 9.5.1** On each unbundled element order in a wire center, MFS and BST will agree on a cut-over time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the MFS and BST personnel will make telephone contact to complete the cutover.
- 9.5.2** Within the appointed 30 minute cutover time, the MFS person will call the BST person designated to perform cross-connection work and when the BST person is reached in that interval such work will be promptly performed.
- 9.5.3** If the MFS person fails to call or is not ready within the appointed interval and if MFS had not called to reschedule the work at least 2 hours prior to the start of the interval, BST and MFS will reschedule the work order and MFS will pay the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.
- 9.5.4** If the BST person is not available or not ready at any time during the 30 minute interval, MFS and BST will

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

reschedule and BST will waive the non-recurring charge for the unbundled elements scheduled for that interval.

**9.5.5** The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the MFS Collocation arrangement is 5 to 15 minutes.

**9.5.6** If MFS has ordered INP as part of an unbundled Loop installation, BST will coordinate implementation of INP with the Loop installation in a time period acceptable to the customer.

**9.5.7** The parties will work cooperatively to define additional, more detailed parameters and processes as required to facilitate the coordination procedures defined in this Section 9.0, including out-of-service intervals.

**9.6 Pricing Provisions**

**9.6.1** MFS and BST do not agree on the rates for unbundled loops, therefore this issue will be subject to further negotiations, FCC and/or Commission Proceedings/Orders and/or Arbitration.

**9.7 Request for Further Unbundled Access Elements**

**9.7.1** BST shall, upon request of MFS, and to the extent technically feasible, provide to MFS access to its unbundled elements for the provision of MFS' communications service. Any request by MFS for access to an BST unbundled element that is not already available shall be treated as a unbundled element Bona Fide Request. MFS shall provide BST access to its unbundled elements as mutually agreed by the Parties or as required by the Commission or FCC. The parties shall adhere to the process as agreed and described in Exhibit 11.0.

**9.7.2** An Unbundled Element obtained by one Party from the other Party under this Section 9.0 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**9.73** Notwithstanding anything to the contrary in this Section 9.0, a Party shall not be required to provide a proprietary Unbundled Element to the other Party under this Section 9.0 except as required by the Commission or FCC.

**9.8 Unbundled Element Interconnection and Maintenance**

**9.8.1** Interconnection shall be achieved via Collocation arrangements MFS shall maintain at the BST premises at which the unbundled elements are resident.

**9.8.2** MFS and BST shall work cooperatively so each Loop may be delivered to the MFS Collocation arrangement over an individual 2/4-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order MFS may specify, or through other technically feasible and economically comparable hand-off arrangements requested by MFS (e.g., SONET STS-1 hand-off).

**9.8.3** All switched and transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to services provided to BST end users will apply to like services ordered by MFS.

**9.8.4** BST will use its best efforts to bill all unbundled loop facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per LATA.

**9.8.5** Where BST utilizes digital loop carrier ("DLC")<sup>2</sup> technology to provision the Loop of bundled Telephone Exchange Service to an end user customer who subsequently determines to assign the Loop to MFS and receive Telephone Exchange Service from MFS via such Loop, BST shall, where technically feasible deliver such Loop to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end-user service or feature availability.

---

<sup>2</sup> See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and interface.*

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**9.8.6** BST will permit MFS to physically collocate and, on an interim basis, virtually collocate, digital loop carriers (DLC) and associated equipment at BST premises, including but not limited to, BST Smarting services (nodes) MFS may be leasing from BST, for the purpose of interconnecting to unbundled Loops. This provision is immediately enforceable for virtual collocation upon execution of the Agreement, notwithstanding the lack of an agreement on final rates, terms, and conditions for physical collocation which is subject to the outcome of further negotiations, Commission and/or FCC proceedings and/or arbitration.

**9.8.7** BST and MFS will work cooperatively toward interim and long term arrangements by which MFS may place, verify and receive confirmation on orders for unbundled elements via an industry accepted (e.g. OBF developed) format/specification. In addition, BST shall provide MFS with an appropriate on-line electronic file transfer arrangement by which MFS may issue and track trouble-ticket and repair requests associated with interconnection trunking, unbundled loops, and service provider number portability arrangements.

**9.9 Unbundled Local Transport--Section 271**

BST shall provide MFS with access to unbundled local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

**9.10 Unbundled Switching--Section 271**

BST shall provide MFS with access to local switching unbundled from local transport, local loop transmission, or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

**10.0 RESALE OF BST LOCAL TELEPHONE EXCHANGE SERVICES--SECTIONS 251(c)(4) and 251(b)(1)**

**10.1 Availability of Services**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

Unless mutually agreed otherwise in a subsequent agreement, BST shall make available to MFS all retail services for resale subject to applicable Federal and/or State Proceedings and/or arbitrations and/or other BST Resale agreements negotiated with other parties and/or Resale tariffs.

**10.2 Resale Agreement Amendment**

MFS and BST agree to execute an amendment to this Agreement consistent with Resale provisions contained in any Commission and/or FCC orders and/or rules. Unless otherwise mutually agreed, the terms, conditions, rates, and clauses contained within the Agreement will also apply to the Resale Amendment to this Agreement.

**10.3 Availability of Wholesale Prices**

All of the BST-provided services available for resale shall be priced at BST retail price levels, less avoided costs. Unless otherwise mutually agreed, the prices charged to MFS for resale will be consistent with Resale provisions contained in any Commission and/or FCC orders and/or rules or tariffs.

**11.0 NOTICE OF CHANGES -- SECTION 251(c)(5).**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

**12.0 COLLOCATION -- SECTION 251(c)(6).**

While the Parties have agreed to the following broad terms of collocation, as defined in sections 12.1 through 12.6, it is acknowledged and agreed that specific tariff or contract rates, terms, and conditions of collocation are not agreed, therefore these more detailed items will be subject to the outcome of applicable Federal and/or State Proceedings and/or Orders and/or arbitration.

**12.1 Physical Collocation**

BST shall provide to MFS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to Unbundled Elements (pursuant to Section 9.0), at premises including, but not limited to, SNET Smarting locations.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

Such physical collocation shall be consistent with Section 251(c)(6) of the Act, and/or Commission and/or FCC rules or orders.

BST shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission and subject to applicable federal and state tariffs.

**12.2 Physical or Virtual Collocation Option**

Although not required to do so by Section 251(c)(6) of the Act or Commission and FCC rules, by this Agreement, MFS agrees to provide to BST upon BST's Unbundled Element Bona Fide Request, Collocation (at MFS' option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4.0) on a non-discriminatory basis and at comparable rates, terms and conditions as MFS may provide to other third parties. MFS shall provide such Collocation subject to applicable tariffs or contracts.

**12.3 Virtual Initially Configured for Physical**

Where MFS is Virtually Collocated on the Effective Date in a premises that was initially prepared for Physical Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) revert to Physical Collocation, in which case MFS shall coordinate with BST for rearrangement of its equipment (transmission and DLC) and circuits, for which BST shall impose no conversion charge where the initial physical collocation arrangement was left in place. All applicable Physical Collocation charges shall apply.

**12.4 Virtual Initially Configured for Virtual**

Where MFS is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises in which case MFS shall coordinate the construction and rearrangement with BST of its equipment (DLC

**MFS Communication o., Inc., & BellSouth Tele nmunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

and transmission) and circuits for which MFS shall pay BST at applicable tariff rates. In addition, all applicable Physical Collocation charges shall apply.

**12.5 Transport for Collocation**

For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and may obtain unbundled network transmission elements and terminate those transport facilities in equipment located in its Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts consistent with the Commission and/or FCC orders.

**12.6 Cross Connection**

Where one Party collocates at a premises of the other Party, whether an MIWC, BIWC, or other premises, for whatever purpose, the Party operating the premises shall allow the Party co-located at the premises to directly interconnect to any other entity which maintains a Collocation facility at that same premises. The Party operating the premises shall enable such interconnection by effecting a cross connection between those Collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross connection, the Party operating the wire center shall charge the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Parties.

**13.0 NUMBER PORTABILITY--SECTION 251(b)(2)**

**13.1 Scope**

BST and MFS will provide Local Telephone Number Portability ("LTNP") on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Telephone Exchange Service provided by one Party, in conjunction an Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service.

**13.2 Procedures for Providing Interim Number Portability**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

MFS and BST will provide reciprocal LTNP immediately upon execution of this Agreement via Interim Number Portability ("INP") measures. INP shall operate as follows:

- 13.2.1** An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B (assuming party B has on file a letter of authorization from the end user customer), Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate traffic exchange trunk groups, as if the call had originated on Party A network.
- 13.2.2** Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A will provide Party B a single consolidated master billing statement for the INP capability with the statement being consistent with industry accepted guidelines. The billing of all collect, calling card, and 3rd-number billed calls associated with those numbers, can be processed in one of two ways: 1) on the single consolidated master billing statement by sub account detail, by retained number and delivered via electronic data transfer, or monthly magnetic tape or 2) via an optional daily usage file. The Parties agree to work cooperatively to develop a process for transmitting usage through CMDS.
- 13.2.3** Party A will update its Line Information Database ("LIDB") listings for retained numbers, and cancel calling cards associated with those forwarded numbers, as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B. The Parties agree that BST requires a signed LIDB storage agreement to store ported numbers in its LIDB; the



**MFS Communication, Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

Parties agree to work cooperatively to negotiate such an agreement in good faith.

**13.2.4** Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the INP arrangements for that customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC, pursuant to the customer's instructions at that time.

**13.3 Migration to Permanent Number Portability**

BST and MFS will migrate from INP to a database-driven Permanent Number Portability ("PNP") arrangement as soon as practically possible, without interruption of service to their respective customers.

**13.4 Coordination of Number Portability with Unbundled Elements**

Under either an INP or PNP arrangement, MFS and BST will implement a process to coordinate LTNP cut-overs with unbundled Loop conversions (as described in Section 9.0 of this Agreement).

**13.5 Cost Recovery of Number Portability**

MFS and BST shall provide INP arrangements to one another at cost-recovery levels as identified in the attached Exhibit 12.0. No usage fees will be charged for this capability. It is acknowledged and agreed, that the cost-recovery mechanism contained in this Section 13.0 and Exhibit 12.0, will be modified to be consistent with the FCC's Report and Order in Common Carrier Docket No. 95-116 - Rulemaking 8535, regarding number portability, once the Commission has implemented the order.

**13.6 Letters of Authority**

MFS and BST will be required to file blanket letters of authority with each other certifying that each party has appropriate authorizations on file for each customer on whose behalf they acted as an agent for purposes of INP. In cases of agency

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

authorization disputes, upon request, either party shall provide the other party proof of authorization.

**13.7 Ordering Formats/Specifications**

The ordering of INP arrangements and the exchange of screening information will utilize industry accepted format/specifications, or as otherwise mutually agreed by the Parties.

**13.8 Procedures for Providing INP Through NXX Migration**

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

**14.0 DIALING AND NUMBERING RESOURCES, RATE CENTERS AND RATING POINTS**

**14.1 Dialing Parity--Section 251(b)(3)**

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

**14.2 Numbering, Rate Centers, and Rating Points**

Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines<sup>3</sup>, Commission Rules, FCC Rules, or to establish, by tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

---

<sup>3</sup> Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008. Revision 4/7/95, formerly ICCF 93-0729-010.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**14.2.1** Each Party agrees to update the LERG with up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Rate Centers.

**14.3.1** It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.

**14.3.2** Until such time as MFS is authorized by the FCC or the Commission to vary its rate centers from BST's rate centers, MFS will deploy a minimum of one NXX per established BST rate center area. If MFS receives permission from the FCC or the Commission to vary its rate centers from BST, MFS and BST will develop a toll default compensation mechanism that appropriately compensates each party for terminating the other party's calls when the jurisdictional call type can not be properly estimated.

**15.0 ACCESS TO RIGHTS-OF-WAY-- SECTION 251(b)(4)**

Each Party shall provide the other Party in accordance with Section 251 of the Act and Commission and/or FCC rules, access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions, and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or agreements.

**16.0 DATABASE ACCESS--SECTION 271**

In accordance with Section 271 of the Act and Commission and/or FCC rules, BST shall provide MFS with interfaces to access BST's databases and associated signaling necessary for the routing and completion of MFS' traffic. Access to such additional databases and the appropriate interfaces shall be made available to MFS via an Unbundled Element Bona Fide Request.

**17.0 COORDINATED SERVICE ARRANGEMENTS**

**17.1 Intercept and Referral Announcements**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

When an end user customer changes from BST to MFS, or from MFS to BST, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number, when requested by either the carrier or customer. This announcement will provide details on the new number to be dialed to reach this customer. BST will provide intercept announcement periods in the same manner as provided for its end users today: three (3) months for residence and one (1) year for business, or until the next directory delivery. In time of severe number shortages, numbers can be removed from intercept and be reused. This will be done in reverse order of aging, that is the number on intercept longest will be the first reused, regardless of whether the end user is a customer of BST or MFS. MFS will provide this arrangement on a reciprocal basis.

**17.2 Coordinated Repair Calls**

MFS and BST will employ the following procedures for handling misdirected repair calls:

- 17.2.1** MFS and BST will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- 17.2.2** To the extent the correct provider can be determined, and upon request by the end user, misdirected repair calls will be immediately referred to the proper provider of local Telephone Exchange Service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications beyond the direct referral to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.
- 17.2.3** MFS and BST will provide their respective repair contact numbers to one another on a reciprocal basis. For purposes of this section each party agrees to limit its number of repair numbers to a single telephone number within the region.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**18.0 911/E911 ARRANGEMENTS--SECTION 271**

**18.1 Scope**

MFS will interconnect to the BST 911/E911 selective routers/911 tandems which serve the areas in which MFS provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points. BST will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

**18.2 Path and Route Diverse Interconnection**

Path and route diverse interconnections for 911/E911 shall be made as necessary and mutually agreed.

**18.3 911 and MSAG Updates**

BST will provide MFS with a mutually agreed upon format to enable MFS to provide BST with a daily file transmission to update 911/E911 database information related to MFS Telephone Exchange Service customers. BST will provide MFS with quarterly Master Street Address Guide (MSAG) updates, upon MFS' request, so that MFS can ensure the accuracy of the addresses provided.

**18.4 Interconnection Integrity**

BST will use all reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 911/E911 platforms.

**18.5 Coordination with PSAPs**

BST and MFS will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

**18.6 Cost Recovery**

MFS will compensate BST for 911/E911 interconnection as follows:

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

To be defined based on local 911 funding methodology and arrangements with independent LECs. For the provision of 911/E911 services between MFS and BST, the parties will work cooperatively to address, any and/or all cost recovery issues within 60 days upon execution of this agreement. If the parties are unable to agree on compensation, either party may seek Commission assistance in resolving this matter, unilaterally or jointly. If applicable, cost recovery will be identified in a future exhibit.

**19.0 DIRECTORY SERVICES ARRANGEMENTS--SECTION 271**

**19.1 Scope**

BST will provide certain directory services to MFS as defined herein. In this Section 19.0, references to "MFS customer telephone numbers" mean numbers falling within NXX codes directly assigned to MFS and to numbers which are retained by MFS on the customer's behalf pursuant to LTNP arrangements described in Section 13.0.

**19.2 Directory Listings and Directory Distribution**

MFS and BST's affiliate, BellSouth Advertising and Publishing Company (BAPCO) have executed an agreement to address Directory Listing and Directory Distribution issues. The agreement is attached as Exhibit 14.0.

**19.3 Directory Assistance (DA)**

**19.3.1** At MFS' request, BST will provide to MFS operators, or to an MFS-designated operator bureau, on-line access to BST's Directory Assistance Service, where such access is identical to the type of access BST's own directory assistance operators utilize in order to provide directory assistance services to BST end users. BST will provide this capability under non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 13.0.

**19.3.2** At MFS' request, BST will provide to MFS unbranded directory assistance service MFS which is comparable in every way to the directory assistance service BST makes available to its own end users. BST will charge MFS for such unbranded directory assistance

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

capability under non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 13.0.

**19.3.3** At MFS' request, BST will provide to MFS directory assistance service under MFS' brand which is comparable in every way to the directory assistance service BST makes available to its own end users. MFS recognizes that BST's providing to MFS directory assistance service under MFS' brand may require additional costs to be incurred by BST and that tariff or contract rates will reflect the effects of these additional costs. BST will charge MFS for such branded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 13.0.

**19.3.4** At MFS' request, BST will license to MFS or an MFS-designated operator bureau BST's directory assistance database for use in providing competitive directory assistance services. BST will provide this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 13.0.

**19.3.5** At MFS' request, BST will in conjunction with 19.2.2 or 19.2.3, above, provide caller-optional directory assistance call completion service, where technically feasible, which is comparable in every way to the directory assistance call completion service BST makes available to its own end users. BST will charge MFS for this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 13.0 per use of caller-optional directory assistance call completion. BST will provide MFS, in an electronic format, in an accurate and timely manner, the detailed billing records associated with the call that will enable MFS to rebill the end user for this function.

**19.4 Directory Listing and Directory Assistance Updates**

MFS shall furnish to BST, on a daily basis in a mutually-acceptable format, a single service request per subscriber for Directory Assistance and Directory Listings information for MFS'

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

end users. The Parties agree to utilize an industry accepted format when available. BST will send confirmation of receipt of MFS' end user orders to MFS on a daily basis. From the single service request, BST shall forward MFS' end user listing information to BAPCO for the publishing of end user listings and the delivery of directories in accordance with the agreement between MFS and BAPCO attached hereto as Exhibit 14.0.

**19.5 Information (Call Guide) Pages**

MFS and BAPCO have executed an agreement which enables MFS to display its customer contact information in the part of the Call Guide Pages of the White Pages directory dedicated to new entrant LECs at no charge. The agreement is attached as Exhibit 14.0.

**19.6 Emergency Contact List**

BST will provide MFS with a list of emergency agencies (i.e. fire, police, emergency medical technicians, etc) comparable to the current format, to enable MFS to promptly respond to emergency agencies in a timely manner when emergencies occur. BST will provide a copy of its most current list, if available, upon MFS' occasional request. It is acknowledged by MFS that BST assumes no liability to the accuracy of the list.

**20.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

**20.1 Compliance with Implementation Schedule**

BST and MFS shall use all reasonable efforts to comply with the Implementation Schedule set forth in Exhibit 2.0. In advance of the aforementioned implementation schedule, the Parties agree to immediately expedite the implementation of the network interconnection trunks for testing purposes, in accordance with a separate agreement the Parties have previously executed. One week after completion of testing the network interconnection trunks, the Parties agree to augment the network interconnection trunks, based upon previously exchanged traffic forecasts, to support the exchange of "live" commercial customer traffic.

It is further agreed that the Parties agree to implement the installation of MFS Digital Loop Carrier (DLC) systems at BST collocation premises, including BST provided SONEt Smartring



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Parties Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

nodes, to support a joint unbundled loop pilot program to implement detailed procedures for the provision, maintenance and testing of unbundled loops.

The Parties agree to develop a schedule for the network interconnection testing, DLC installations, and pilot loop program within thirty (30) days after execution of the Agreement. The pilot loop program shall apply to mutually agreed upon MFS collocation site(s) which may include a SONET Smartring Node location MFS leases from BST, and shall be equipped to process live customer installations on a standard basis in accordance with the schedule developed in this section. Installation of DLCs shall occur within 90 days after execution of this Agreement. This schedule may be revised on the mutual agreement of the Parties.

**20.2 Exchange of Information for Network Integrity**

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

**20.3 Exchange of Traffic Forecasts**

Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.3 shall be deemed "Proprietary Information" under Section 32.0.

**20.4 Binding Traffic Forecasts**

Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 20.3 that the other enter into negotiations to establish a forecast (a "Binding Forecast") that commits such

Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.4 shall be deemed "Proprietary Information" under Section 32.0.

**20.5 Responsibilities to Provide Network Facilities**

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with BST's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 20.2 and 20.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

**20.6 Use of Service**

Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

**20.7 Responsibility for Customer Services**

Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

**20.8 Cooperate to Minimize Fraud**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**20.9 Responsibility to Administer NXX Codes**

Each Party is responsible for administering NXX codes assigned to it.

**20.10 Responsibility to Obtain LERG Listings**

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

**20.11 Updates to LERG**

Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**20.12 Programming and Updating of Switches**

Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**20.13 Insurance Coverage**

At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

**20.14 Tariff and Contract Liability Protection**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

In addition to its indemnity obligations under Section 35.0, each Party shall provide, in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages.

**20.15 Non-discriminatory Treatment**

BST and MFS agree to treat each other fairly on a non-discriminatory basis, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

**20.16 Prompt Exchange of Billing Records**

MFS and BST agree to promptly exchange all necessary records for the proper billing of all traffic.

**20.17 Review of Engineering Information**

For network expansion, MFS and BST will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both BST and MFS. BST and MFS are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.

**20.18 Re-arrangement of Initial Interconnection Network Configuration**

To the extent that the Parties incur essentially the same expenses, there will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the reconfiguration of each carrier's traffic exchange arrangements from the initial interconnection network, other than the cost of establishing a new Collocation arrangement where one does not already exist. To the extent that one Party would incur significantly greater expenses for such reconfiguration, the

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

lowest of the Party's tariffed non-recurring rates applicable to such changes shall apply for such reconfiguration. The Parties agree to work cooperatively to minimize any cost differential.

**20.19 Use of Industry Accepted Ordering Formats/Specifications**

BST and MFS will utilize industry accepted (e.g. OBF developed) electronic ordering and information data exchange formats/specifications. Where such guidelines are not readily available, parties will utilize industry accepted (e.g. OBF developed) manual formats/exchange mechanisms. If the parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used.

**20.20 Use of Industry Accepted Billing Formats/Specifications**

For services covered by this agreement, both Parties agree to follow and use OBF billing output guidelines. If deviations from these guidelines are necessary, a time line should be established as to when the OBF guidelines will be implemented. If the Parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used. Billing disputes will utilize the dispute processes outlined in each companies tariffs.

**20.21 Network Maintenance and Management**

Network Maintenance and Management. MFS and BST will work cooperatively to install and maintain a reliable network. MFS and BST will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

MFS and BST will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**21.0 TERM AND TERMINATION**

**21.1 Initial Two Year Term**

The initial term of this Agreement shall be two (2) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 21.3.

**21.2 Termination**

Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts, Section 31.0) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material on performance within forty-five (45) days after written notice thereof.

**21.3 Termination of Agreement After Automatic Renewal**

If pursuant to Section 21.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.3 other than to pay to the other Party any amounts owed under this Agreement.

**21.4 Obligations Upon Termination or Expiration**

Upon termination or expiration of this Agreement in accordance with this Section 21.0:

- a) Each Party shall comply immediately with its obligations set forth in Section 31.4.9;
- b) Each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and
- c) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**21.5 Remedy**

No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

**22.0 INSTALLATION**

BST and MFS shall effectuate all the terms of this Agreement within 90 days upon execution of this Agreement. Moreover, MFS and BST agree to begin implementing the terms of the Agreement immediately upon execution of this Agreement, and specifically will begin to implement and install network interconnection and other network infrastructure orders, e.g. DLC collocation capabilities, beginning within thirty (30) days after execution of the Agreement unless otherwise indicated in this Agreement.

**23.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES**

**23.1 Certain Definitions**

When used in this Section 23.0, the following terms shall have the meanings indicated:

**23.1.1** "Specified Performance Breach" means the failure by BST to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

**23.1.2** "Specified Activity" means any of the following activities:

- a) the installation by BST of unbundled Loops for MFS ("Unbundled Loop Installation");
- b) BST's provision of Interim Telecommunications Number Portability; or
- c) the repair of out of service problems for MFS ("Out of Service Repairs").

**23.1.3** "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by BST during such month of each Specified Activity shown below within the time

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

interval shown in at least eighty percent (80%) of the covered instances:

<b>SPECIFIED ACTIVITY</b>	<b>PERFORMANCE INTERVAL DATE</b>
<b>(i) <u>Unbundled Loop Installation</u>*</b>	
1-10 Loops per Service Order	5 days from BST's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from BST's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
<b>(ii) <u>Interim Number Portability</u> (Remote Call Forwarding)</b>	
1-10 Numbers per Service Order	5 days from BST's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from BST's Receipt of valid Service Order
21 + Numbers per Service Order	to be Negotiated
<b>(iii) <u>Out-of-Service Repairs</u></b>	Provisions from Sec. 9.8.3 Apply.

\*The performance criteria for unbundled loops apply to two and four-wire analog loops where the facilities are available. In all other cases, the Parties agree to negotiate reasonable intervals.

## **23.2 Performance Standards**

BST shall exercise all reasonable efforts to meet the Performance Criteria for the three Specified Activities. In the event BST fails to meet the Performance Criteria at any time during the term of this Agreement, MFS shall be entitled to pursue all remedies available in law or equity.

At its option, MFS may also request binding arbitration with regard to (1) whether BST has committed a Specified Performance Breach of the Performance Criteria set forth in section 23.1.3 of this Agreement, and (2) if such a breach is determined to have occurred, the direct damages resulting from



**MFS Communicatio Co., Inc., & BellSouth Tel mmunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

the breach. The direct damages recoverable under this provision shall not be limited by the provisions of section 28.1, but shall be subject to the provisions of sections 23.3 and 28.3. Such arbitration shall be conducted by a panel of three (3) arbitrators, one to be appointed by each Party pursuant to CPR's Non-administered Arbitration Rules and subject to the United States Arbitration Act (9 U.S.C. Sections 1-16), to be conducted in Atlanta, Georgia.

In addition, if BST commits a Specified Performance Breach during the term of this Agreement, the Parties agree to meet immediately to determine whether any stipulated damages provisions are appropriate as an amendment hereof in light of such a Breach, and, if so, the terms therein; provided, however, that if BST commits a Specified Performance Breach during the initial three (3) months of this Agreement, the Parties agree to meet at the end of the three-month period.

**23.3 Limitations**

In no event shall BST be deemed to have failed to meet any of the Performance Criteria if: BST's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by MFS to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of MFS or any Force Majeure Event. If a Delaying Event (i) prevents BST from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of BST's compliance with the Performance Criteria, or (ii) only suspends BST's ability to timely perform the Specified Activity, the applicable time frame in which BST's compliance with the Performance Criteria provided BST performs the Specified Activity in the course of its normal service cycle once the Delaying Event no longer exists; or the Parties agree to a time interval with respect to a particular order that exceeds the interval set forth in Section 23.1.3. In such event, the time interval for BST's performance of the Specified Activities set forth in the order shall be extended to such later date agreed by the Parties.

**23.4 Records**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

BST shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. BST shall provide to MFS such records in a self-reporting format on a monthly basis. Notwithstanding Section 31.0, the Parties agree that such records shall be deemed "Proprietary Information" under Section 31.0.

**24.0 SECTION 252(I) OBLIGATIONS**

If BST enters into an agreement subject to approval by the Commission under the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, or if the Commission and/or FCC orders BST to provide arrangements covered in this Agreement, or if BST tariffs arrangements covered in this Agreement, BST shall make available to MFS such arrangements upon the same rates, terms and conditions as those provided in the other agreements, Commission and/or FCC orders, and/or Commission and/or FCC/BST tariffs, consistent with Commission and/or FCC rules. At its sole option, MFS may avail itself of either (i) the other Agreements, orders, or tariffs in their entirety or (ii) the prices, terms and conditions of the other agreements, orders, or tariffs that directly relate to any of the following duties as a whole:

- 1) Interconnection - Section 251(c)(2) of the Act (Sections 4.0 and 5.0 of this Agreement); or
- 2) Unbundled Loops - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- 3) Other Unbundled Access - Section 251(c)(3) of the Act (Unbundled Access other than Unbundled Loops contained in Section 9.0 of this Agreement); or
- 4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- 5) Collocation - Section 251(c)(6) of the Act (Section 12.0 of this Agreement); or
- 6) Number Portability - Section 251(b)(2) of the Act (Section 13.0 of this Agreement); or
- 7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 15.0 of this Agreement).

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

The terms of this Agreement, other than those affected by the option, shall remain in full force and effect. The Parties reserve all rights to argue which Agreements are subject to approval under the Act.

**25.0 CANCELLATION**

Neither MFS nor BST shall impose cancellation charges upon each other associated with the physical network interconnection.

**26.0 SEVERABILITY**

In the event the Commission, the FCC, or a court determines that any provision of this Agreement or any order of the Commission or the FCC is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion determined to be unlawful, invalid, or unenforceable. In such an event, the Parties shall negotiate in good faith to replace the unlawful, invalid or unenforceable provision and shall not discontinue service to the other Party during such period. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement or Federal or State law, or any regulators or orders adopted pursuant to such law.

**27.0 FORCE MAJEURE**

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

**28.0 LIMITATION OF LIABILITY**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**28.1 Liability for Direct Damages**

Except as otherwise provided, the Parties' liability to each other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total BST's or MFS' monthly charge to the other.

**28.2 Losses Alleged or Made by Customer**

In the case of any Loss arising from a claim made by a customer of either Party, resulting from the the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 28.0 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct, and which is properly recoverable under the applicable Party's tariffs.

**28.3 No Liability for Indirect Damages**

Under no circumstance shall BST or MFS be responsible or liable to each other for indirect, incidental, or consequential damages, including, but not limited to, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that BST or MFS may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while BST and MFS shall use diligent efforts in this regard, the parties acknowledge and agree that this limitation of liability shall apply to provisions of such advice, recommendations, and analysis.

**29.0 ASSIGNMENT**

This Agreement shall be binding upon every subsidiary and affiliate of either Party that is engaged in providing telephone exchange and exchange access services in any territory within which BST is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "BST Territory"), and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its telephone exchange and exchange access network facilities within the BST Territory, or any portion thereof,

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**30.0 DISPUTED AMOUNTS**

**30.1 Notice**

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

**30.2 Settlement Negotiations**

If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

relevant information made by one Party to the other Party shall be honored.

**30.3 Legal/Regulatory Remedies**

If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 30.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

**30.4 Confidential Treatment of Settlement Negotiations**

The Parties agree that all negotiations pursuant to this Section 30.0 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**30.5 Interest Accrued on Undisputed Amounts**

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

**31.0 NON-DISCLOSURE**

**31.1 Identification of Information**

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

"Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

**31.2 Return of Information**

Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

**31.3 Protection of Information**

Each Party shall keep all of the other Party's Proprietary Information confidential and shall disclose the Proprietary Information to only those employees, contractors, agents or Affiliates who have a need for it in connection with the provision of services under this Agreement, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing.

**31.4 Excluded Information**

Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

**31.4.1** "was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party"; or

**31.4.2** "is or becomes publicly known through no wrongful act of the receiving Party"; or

**31.4.3** "is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information"; or

**31.4.4** "is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information"; or

**31.4.5** "is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights"; or

**31.4.6** "is approved for release by written authorization of the disclosing Party"; or

**31.4.7** "is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders."

**31.4.8** If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 31.0 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

**31.4.9** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

Party, in any manner making it available to the general public.

**31.5 Effective Date**

Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

**32.0 CANCELLATION**

The parties, at any time, by mutual written agreement, may cancel or amend any rate, term, condition or clause contained in this agreement.

**33.0 DISPUTE RESOLUTION**

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third Party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the case of BST, its Vice President for Regulatory Affairs, or equivalent officer, shall participate in the meet and confer meeting, and MFS Vice President, Regulatory Affairs, or equivalent officer, shall participate.

**34.0 NOTICES**

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, three days after mailing in the case of first class mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, BST/MFS holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such other address as the Party to be notified has designated by giving notice in compliance with this section: Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally on the date receipt is acknowledges in writing

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

by the recipient if delivered by regular mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, BST/MFS holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable addresses indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

**If to BST:    Attention:    General Attorney - Customer Operations Units  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, Suite 4300  
Atlanta, Georgia 30375**

**If to MFS:    Attention:    Senior Director, External and Regulatory Affairs  
MFS Communications Company, Inc.  
Suite 2100  
Six Concourse Parkway  
Atlanta, Georgia 30328**

And,

**Executive General Counsel  
MFS Communications Company, Inc.  
11808 Miracle Hills Drive  
Omaha, Nebraska 68154**

## 35.0 LIABILITY AND INDEMNITY

### **35.1 Indemnification**

Except as otherwise provided, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or persons, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, to the extent proximately caused by the indemnifying Party's negligence, or willful misconduct, regardless of form of action.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**35.2 Disclaimer**

Except as specifically provided to the contrary in this agreement and in BST's and MFS' tariffs, BST and MFS make no representations or warranties to each other concerning the specific quality of any services provided under this agreement. Except as otherwise provided, the Parties disclaim, without limitation, any warranty or guarantee of merchantability or fitness for a particular purpose, arising from course of performance, course of dealing, or from usages of trade.

**36.0 MISCELLANEOUS**

**36.1 Amendments**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

**36.2 Authority**

Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement and that the Party has full power and authority to execute and deliver this Agreement and to perform the obligation hereunder.

**36.3 Binding Effect**

This Agreement shall be binding on and inure to the benefits of the respective successors and permitted assigns of the Parties.

**36.4 Compliance with Laws and Regulations**

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.

**36.5 Consent**

Where consent, approval, or mutual agreement is required of Party, it shall not be unreasonably withheld or delayed.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**36.6 Entire Agreement**

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral arguments, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**36.7 Expenses**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**36.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Florida and shall be subject to the exclusive jurisdiction of the court therein.

**36.9 Headings**

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

**36.10 Independent Contractor Relationship**

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Part II. Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

**36.11 Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**36.12 No Offer**

Submission of this Agreement for examination or signature does not constitute an offer by BST for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both BST and MFS.

**36.13 Publicity**

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior coordination and review of both BST and MFS.

**36.14 Subcontractors**

BST may enter into subcontracts with third parties or affiliates for the performance of any of BST's duties or obligations under this Agreement.

**36.15 Regulatory Approval**

Each Party agrees to cooperate with each other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion.

**36.16 Trademarks and Trade Names**

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Parties Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**36.17 Taxes and Fees**

**36.17.1 Definition** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

**36.17.2 Taxes and Fees Imposed Directly on Either Providing Party or Purchasing Party**

(a) Taxes and fees imposed on the providing party, which are not permitted to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

(b) Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

**36.17.3 Taxes and Fees Imposed On Purchasing Party But Collected and Remitted By Providing Party**

(a) Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

(b) To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed and the purchasing party shall remit such taxes when later notified.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Parties Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

(c) If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if and when the purchasing party provides written certification stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings or rulings in any proceeding, protest, or legal challenge, all filings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

(d) In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for the timely payment and shall be entitled to the benefit of any refund or recovery.

(e) If it is ultimately determined the any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. However, if interest and penalties are due because of lack of timely remittance by the providing party or because of untimely billing by the providing party, the providing party will be responsible for such penalties and interest.

(f) Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

in connection with any claim for or contest of any such tax or fee.

(g) Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such tax or fee by a taxing authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**36.17.4 Taxes and Fees Imposed on Providing Party But Passed on To Purchasing Party**

(a) Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to the purchasing party shall be borne by the purchasing party.

(b) To the extent permitted by applicable law, any such tax and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed and the purchasing party shall remit such taxes when later notified.

(c) If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

purchasing party shall be at the purchasing party's expense.

(d) In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

(e) If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. However, if interest and penalties are due because of lack of timely remittance by the providing party or because of untimely billing by the providing party, the providing party will be responsible for such penalties and interest.

(f) Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

(g) Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**36.17.5 Taxes and Fees Imposed on the Providing Party.** With respect to any purchase of services, facilities or arrangements, if any tax or fee is imposed by applicable law on the receipts of the providing party (Receipts Tax (or fee)), which law permits the providing party to exclude

MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.  
Partial Florida Interconnection Agreement  
Under Sections 251 and 252 of the Telecommunications Act of 1996

---

certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (Telecommunications company), such exclusion being based solely on the fact that the purchasing party is also subject to a tax or fee based upon receipts, then the purchasing party shall (i) provide the providing party with notice in writing in accordance with Section 34.0 of its intent to pay the Receipts Tax (or fee) and (ii) shall timely pay the receipts tax or fee to the applicable tax authority. If the purchasing party fails to pay the Receipts Tax as required by this subsection 36.17.5 then, as between the providing party and the purchasing party, (i) the purchasing party shall be liable for any tax or fee imposed on its receipts and (ii) the purchasing party shall be liable for any interest assessed thereon and any penalty assessed upon the providing party with respect to such tax or fee by such authority.

**36.17.6 Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by timely providing records, testimony and such additional information or assistance as may be reasonably necessary to pursue the contest.



**36.17.7 Miscellaneous.** This Agreement does not cover any tax or fee which may be imposed on either party's corporate existence, status or income.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 26 day of August, 1996.

MFS Communications Co., Inc.

BellSouth Telecommunications, Inc.

By:  By: 

Print Name Timothy T. Devine Print Name ROBERT C. SCHAEFER

Title: Senior Director Title: SR DIR

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 1.0**

**Certain Terms as Defined in the Act**  
**as of May 16, 1996 (These terms shall be amended to be consistent with Commission and/or FCC Orders as they may ultimately be adjudicated upon any petition for reconsideration or final appeal.)**(Page 1 of 2)

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" (or "Unbundled Element") means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 1.0 (Page 2 of 2)**

**"Number Portability"** means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

**"Telecommunications"** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**"Telecommunications Carrier"** means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

**"Telecommunications Service"** means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**"Telephone Exchange Service"** means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Telephone Exchange Service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

**"Telephone Toll Service"** means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for Telephone Exchange Service.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 2.0**

**Implementation Schedule**

<b>LATA</b>	<b>BellSouth Interconnection Wire Centers (BIWC)</b>	<b>MFS Interconnection Wire Centers (MIWC)</b>	<b>Interconnection Activation Date</b>
Miami	18400 N.E. 5th Ave--Miami*	8830 NW 18th Terrace -- Miami	November 25, 1996
Orlando	45 N. Magnolia-- Orlando*	225 East Robinson St-- Orlando	November 25, 1996
Orlando	Central Avenue Orlando	Future Option	November 25, 1996

\*Exchange Access  
Traffic--Meet-point  
Billing  
Interconnection  
Point

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 3.0**  
**Meet-point Billing Provisions (Page 1 of 2)**

- A. BST shall provide MFS with the Switched Access Detail Usage Data (category 1101XX records) on an on-going basis on magnetic tape or via electronic file transfer using EMR format, no later than 10 days after the end of the calendar month billing period.
- B. MFS shall provide BST with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via electronic file transfer using the EMR format, no later than 10 days after the MFS bill is rendered.
- C. In accordance with MECAB guidelines, each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D. If Switched Access Detail Usage Data is not submitted to MFS by BST in a timely fashion or if it is not in proper format as previously defined, and if as a result MFS is delayed in billing the IXCs, late payment charges will be payable by BST to MFS as prescribed in MFS' access tariff.
- E. If Switched Access Summary Usage Data is not submitted to BST by MFS in a timely fashion or if it is not in proper format as previously defined, and if as a result BST is delayed in billing the IXCs, late payment charges will be payable to BST as prescribed in BST's access tariff. Excluded from this provision will be any Switched Access Detail Usage Data records not provided by BST in a timely fashion.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 4.0\*\***

**Meet-point Billing Rate Elements**

**Interstate Access - Terminating to, or Originating from MFS End user Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of BST rate & 50 % of MFS rate
Local Transport Facility	•
Tandem Switching	BST
Entrance Facility	BST

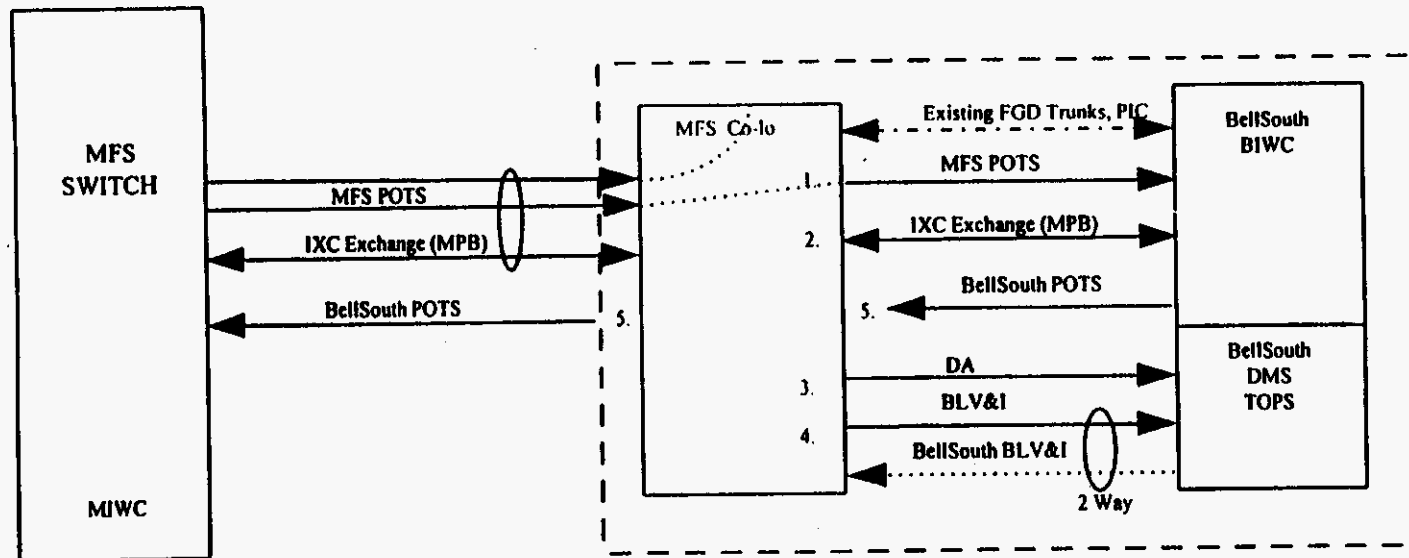
**Intrastate Access - Terminating to, or Originating from MFS End User Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of BST rate & 50 % of MFS rate
Local Transport Facility	•
Tandem Switching	BST
Entrance Facility	BST

- 
- Parties bill the IXCs its own tariff rate multiplied by the billing percentage identified for it in a given MPB pair, in Exhibit 3.0, multiplied by the total facility miles.
  - \*\*This Exhibit 4.0 does not apply to end users of resold services.



# MFS/BellSouth Initial Arch.--Exhibit 5.0.a (Page 79)



# MFS/BellSouth Initial Arch.--Exhibit 5.0.b (Page 80)

## Trunk Type Definitions

### TG 1. MFS POTS:

Definition - This is a 1 way SS7 trunk group defined to handle all MFS originating POTStaffic which is sent to BellSouth line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between BellSouth and MFS.

### TG 2. IXC Exchange (MPB)

Definition: This 2 way SS7 trunk group will be the primary route for all local and IntraLATA Toll calls to/from non-BellSouth subscribers e.g., CLECs and ICO/ITC), non-MFS 800/888 calls originating from a MFS NXX and incoming calls from other Interexchange Carriers to MFS line customers. In the future, it will be used to route all 1+ calls (including 800/888) and 10XXX/101XXX calls which originate from a MFS NXX in the Miami & Orlando LATA s and are destined to an Interexchange Carrier other than MFS.

### TG 3. DA - Directory Assistance

Definition: This 1 way MF trunk group handles calls made by MFS line customers to the directory assistance operator.

### TG 4. BLV&I

Definition: This 2 way MF trunk group (optionally, two 1 way trunks) carries Busy Line Verification and Interrupt traffic.

### TG 5. BellSouth POTS

Definition: This 1 way SS7 trunk group will be used to terminate BellSouth local and IntraLATA traffic calling MFS line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between BellSouth and MFS.

### Enhanced 911 (E-911)

#### Choke

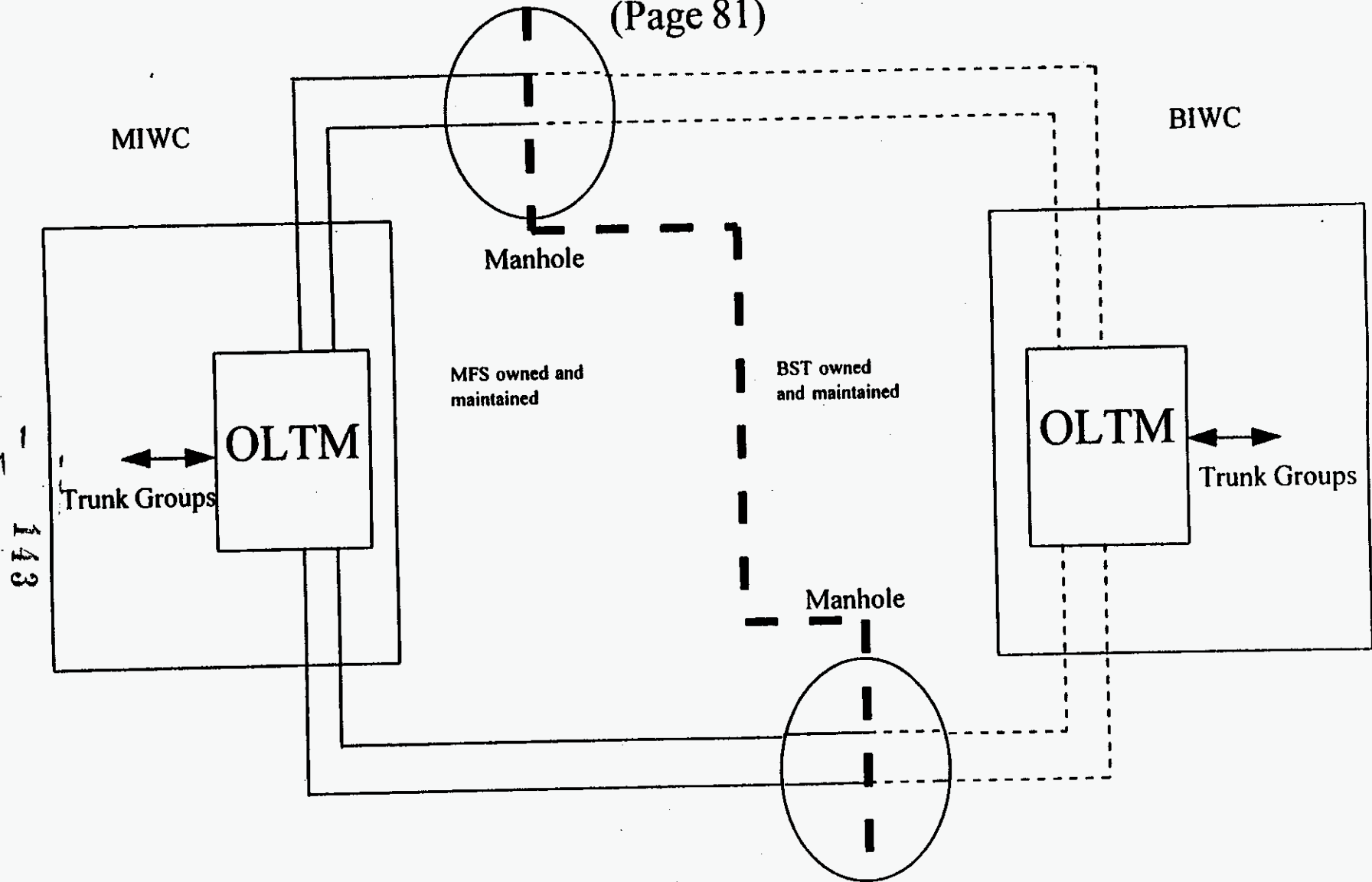
Definition: This is an optional 1 way MF trunk group used to handle mass calling; for example radio station call-in promotions.

#### FGD, PIC

Definition: Existing FGD and traffic PICed to MFS.



# Exhibit 6.0: MFS/BST Fiber Meet (Page 81)



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 7.0**

**Reciprocal Local Traffic-Local Call Termination Rate**

**Local Call Termination Rate**

**\$0.009 Per Minute of Use**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 8.0**

**BLV/BLVI Rates**

**BLV Rates\***

**\$0.90\***

**BLVI Rates\***

**\$1.95\***

**\*Rates will always reflect current BST wholesale tariff for this function.**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 9.0**

**Local (including Exchange Access Service-EAS) Transit Rate**

**Local (including EAS and EAS-type calls) Call Transit Rate**

**\$0.0015 Per Minute of Use**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 10.0**

**Interim Unbundled Element Cross connect Rate**

**TO BE DETERMINED**

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 11.0**

**Unbundled Element Bonafide Request  
Process--Section 251(c)(3) (Page 1 of 2)**

1. Each Party will promptly consider and analyze access to a new Unbundled Element with the submission of an Unbundled Element Bona Fide Request hereunder. This Unbundled Element Bona Fide Request Process does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603.
2. A Unbundled Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Unbundled Element.
3. The requesting Party may cancel a Unbundled Element Bona Fide Request at any time but will pay the other Parties reasonable and demonstrable costs of processing and/or implementing the unbundled element bonafide request up to the date of cancellation.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Unbundled Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of the Unbundled Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Unbundled Element or will provide a detailed explanation that access to the Unbundled Element is not technically feasible and/or that the request does not qualify as a Unbundled Element that is required to be provided under the state or federal rules. If the receiving Party determines that extraordinary circumstances exist and is therefore unable to provide such a preliminary analysis within the 30 day time-frame, the receiving Party shall advise the requesting Party of the date upon which the preliminary analysis will be available and the circumstances that caused the receiving Party to be unable to meet the 30 day dead-line.
6. If the receiving Party determines that the Unbundled Element Bona Fide Request is technically feasible, it shall promptly proceed with developing the Unbundled Element Bona Fide Request as soon as it receives written authorization, including a non-binding estimate of demand for the unbundled element, from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.



**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 11.0 (2 of 2)**

7. Unless the Parties expressly agree otherwise, the Unbundled Element Bona Fide Request must be priced in accordance with FCC rules based upon the "Act".
8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Unbundled Element Bona Fide Request quote which will include, at a minimum, a description of each Unbundled Element, the availability, the applicable rates and the installation intervals.
9. Within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request quote, the requesting Party must either confirm its order for the Unbundled Element Bona Fide Request pursuant to the Unbundled Element Bona Fide Request quote or petition seek relief from the appropriate regulatory body.
10. If a Party to a Unbundled Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Unbundled Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek relief from the appropriate regulatory body.

**MFS Communication Co., Inc., & BellSouth Telecommunications, Inc.**  
**Partial Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

---

**Exhibit 12.0**

**Interim Cost Recovery for Interim Number Portability (INP) Using Remote Call Forwarding**

1. Business INP monthly recurring cost-recovery will be \$2.25 per line, including 10 call paths, and \$0.50 per additional path beginning at the 11th path.
2. Residence INP monthly recurring cost-recovery will be \$1.15 for the first line, including 6 call paths, and \$0.50 per path thereafter.
3. No non-recurring cost-recovery fees will apply.
4. No usage fees will be applied for this capability.

The cost-recovery in this Exhibit is subject to Commission proceeding pursuant to Section 13.5 of this agreement.

**Exhibit 13.0**

**Directory Assistance Rates**

1. At MFS' request, on-line access to BST's Directory Assistance Service for an MFS-designated Operator Bureau. BST will provide this capability under non-discriminatory tariff or contract rates and terms.
2. At MFS' request, unbranded Directory Assistance capability under non-discriminatory tariff or contract rates and terms for MFS currently at \$0.25 per call.
3. At MFS' request, MFS Branded Directory Assistance capability under non-discriminatory tariff or contract rates and terms for MFS currently at \$0.25 per call, plus any additional costs, if any, as specified in Section 19.3.3.
4. At, MFS' request, BST will license to MFS or an MFS-designated Operator Bureau BST's directory database for use in providing competitive directory assistance service. BST will provide this capability under non-discriminatory tariff or contract rates and terms.
5. At MFS' request, Caller-optional call completion capability under non-discriminatory tariff or contract rates and terms currently at \$0.30 per completed call.

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and Metropolitan Fiber Systems of Florida, Inc., a Delaware corporation ("MFS") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical (or White Pages) and classified (or Yellow Pages) directories for certain communities in the southeastern region of the U.S (the "Directories"). MFS provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and MFS hereby establish the terms by which BAPCO will include listings of MFS subscribers in such Directories and by which BAPCO will provide such Directories to MFS subscribers.

2. MFS OBLIGATIONS. MFS agrees as follows:

(a) MFS shall provide to BAPCO, or its designee, at MFS's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A in a mutually acceptable format for use by BAPCO or its affiliates in publishing Directories of whatever type and format and for other derivative purposes.

(b) MFS shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) MFS shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from MFS subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) MFS shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each MFS subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall make available at no charge a process whereby MFS is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication.

(b) Provided MFS establishes appropriate arrangements with BellSouth Telecommunications, Inc. ("BellSouth"), BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth, for MFS subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local MFS subscribers at no charge to MFS or MFS's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new MFS service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include MFS information in the customer guide pages of its alphabetical Directories for communities where MFS is authorized to provide local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same as set forth in Exhibit "B" hereto. BAPCO shall interfile MFS's NXXs with other central offices in the Customer Guide Pages to the extent such NXXs fall entirely within the applicable Directory boundary area. BAPCO shall not include other carriers' logos in the informational presentations in such pages unless MFS is allowed to include its logo. MFS will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to MFS or its subscribers one listing for MFS business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for MFS in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not MFS subscribers.

(g) BAPCO will not provide information obtained from MFS concerning its subscribers to other local exchange telephone service providers, including BellSouth Telecommunications, Inc., without MFS approval, except as may be required in relation to publishing of Directories or derivative products of BAPCO or its affiliates or as may be permitted by MFS for directory assistance or other purposes. BAPCO agrees not to market or sell MFS's customer lists information to third parties for mailing lists without MFS's consent.

(h) BAPCO and MFS acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for

both parties' customers. BAPCO agrees that its handling of MFS shall be consistent with those of other carriers.

4. **PUBLISHING POLICIES.** BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide MFS with changes by BAPCO in the same which in BAPCO's judgment affect MFS's conduct in BAPCO's publishing of listings for MFS's subscribers.

5. **LIABILITY AND INDEMNITY.**

(a) BAPCO's liability to MFS for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. MFS agrees to limit its liability and that of BAPCO by contract with MFS's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for MFS subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

(c) MFS agrees to include in any local service tariff it files, a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the subscribers' cost of local service or to the charge for any such listing, whichever is less.

6. **TERM.** This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. **ASSIGNMENT.** This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. COMPLIANCE WITH LAWS. The parties will comply with all current and future laws, ordinances and regulations applicable to them concerning publication of directories.

13. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface  
BellSouth Advertising & Publishing Corporation  
Room 270  
59 Executive Park South  
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel  
BellSouth Advertising & Publishing Corporation  
Room 430  
59 Executive Park South  
Atlanta, GA 30329

If to MFS:

Manager, Directory and Operator Services  
MFS Communications Company, Inc.  
3 Wing Drive  
Suite 200  
Cedar Knolls, NJ 07927

14. **AUTHORITY.** MFS represents that it has authority to bind its operating local exchange carrier affiliates and subsidiaries to the terms and conditions herein.

15. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION

By: [Signature]

Title: Director - LEC Int'l

Date: 7/19/96

METROPOLITAN FIBER  
SYSTEMS OF FLORIDA, INC.

By: [Signature]

Title: Vice President

Date: 7/22/96

APPROVED AS TO FORM:  
BY: [Signature]  
PARKEY D. JORDAN  
Attorney

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. Carrier Name: The name of the local exchange carrier and operating company code.
8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pu. or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATE/PROPRIETARY

Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

## **Attachment B**



ONE TOWER LANE, SUITE 1600  
OAKBROOK TERRACE, IL 60181  
TELEPHONE: (630) 203-7200; FAX: (630) 203-0569

### SENT VIA FACSIMILIE

May 27, 1997

Mr. Jerry Hendrix  
BellSouth Telecommunications Corporation  
675 W. Peachtree St.  
Room 34S91  
Atlanta, GA 30375

Dear Jerry:

I am seeking your assistance at immediately confirming or clarifying BellSouth's current positions on a number of issues that directly affect WorldCom's ability to provide competitive services. I am also seeking your assistance at promptly resolving any outstanding areas of disagreement that become evident from your response.

The first issue involves data exchange and the rating of traffic associated with calls that WorldCom and BellSouth terminate on each others' networks. It is WorldCom's strong belief that section A of paragraph 5.8.5 of the Interconnection Agreement between our companies clearly states that each party is entitled to the recovery of applicable switched access rate elements for forwarded interexchange calls. As you know, WorldCom has been attempting to establish a composite rate, generally referred to as a "blended rate," based on the mix of traffic types (i.e., local and interexchange traffic) exchanged. It is WorldCom's belief that the use of such a blended rate is appropriate in order to enable prompt and efficient exchange of traffic and the billing of such traffic. Without such a blended rate, the magnitude of required data exchange is clearly substantially increased.

WorldCom and BellSouth billing experts have held several procedural discussions since execution of the Interconnection Agreement to develop a methodology specific to this issue, and it is WorldCom's belief that the companies were close to agreement on a blended rate methodology and formula. Now BellSouth has indicated that WorldCom is not entitled to recover any switched access revenue from ported interexchange calls. Please state BellSouth's current position on this issue and please identify the approach that BellSouth proposes, if any, for the recovery of switched access rate elements for ported calls.

The second issue involves the completion of 800 and 888 calls. As you must know, BellSouth had begun blocking WorldCom's customers' 800 and 888 calls in early May. On May 12, 1997, after WorldCom's continued efforts to re-establish the completion of all such calls, WorldCom was informed by BellSouth's ACAC supervisor that he was instructed not to open a trouble ticket on the call-completion problem because, according to him, the existing Interconnection Agreement between BellSouth and WorldCom does not allow for the completion of 800 and 888 traffic when WorldCom is not the Respong. It was not until late in the day on May 12, following numerous escalations, that BellSouth removed the block that it had placed on the completion of such traffic. It continues to be

WorldCom's position that section 6 of the Interconnection Agreement allows for the completion of all such traffic. Further, WorldCom strongly believes that the call blocking that BellSouth put in place with no advance notification is a direct violation of section 11 of that Interconnection Agreement that requires a written notice at least ninety days prior to any such call-restriction or network activities. Moreover, such blocking of calls is clearly contrary to the public interest. Please indicate BellSouth's current position on the completion of 800 and 888 calls.

Please provide the requested responses in writing to me by close of business on Thursday, May 29th. Per my phone call this afternoon, I have faxed a copy of this letter to you at 404.529.7839 and am requesting your immediate attention and action.

Sincerely,



Andrea L. Gavalas

Sr. Manager, Network Implementation

cc: Brian Sulmonetti - WorldCom  
Loy Meade - WorldCom  
Robert McCausland - WorldCom  
Van Cooper - BellSouth



BellSouth Telecommunications, Inc.  
Room 34531 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

May 30, 1997

Andrea L. Gavalas  
WorldCom  
Sr. Manager, Network Implementation  
One Tower Lane  
Suite 1600  
Oakbridge Terrace, Illinois 60181

Dear Andrea:

I am in receipt of your letter dated May 27, 1997 requesting a confirmation and/or clarification on the "blended rate" and blocking of 800 and 888 calls.

The first issue your letter addresses is the exchange of data and the rating of traffic associated with calls that WorldCom and BellSouth terminates on each others' networks. I understand that WorldCom is proposing that a "blended rate" be used to facilitate the billing of this mixed traffic. BellSouth does not agree with WorldCom's proposal of a "blended rate". Section 5.8.5 of the Interconnection Agreement clearly states that each party will be compensated for transport and termination of all traffic which has been subject to the performance of INP. Therefore, in accordance with the Interconnection Agreement, BellSouth believes that all traffic should be classified and billed appropriately i.e., either as local or toll. Subparagraph (a) and (b) of Section 5.8.5 specifies the rates that are to be applied, and requires each carrier to classify and include ported traffic in a quarterly percentage of use report.

The BellSouth network utilizes SS7 links to transmit appropriate call information to CLECs. It is our understanding that the SS7 links provide WorldCom with three data fields: Calling Party ID Number, Called Number and the Billing Number. The Calling Party ID Number gives WorldCom the appropriate information to distinguish a local call from a toll call. Therefore, BellSouth believes that the appropriate information is being sent to allow WorldCom to rate and bill INP calls appropriately.

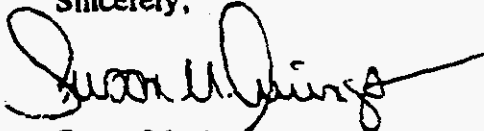
The second issue involves the completion of 800/888 calls. BellSouth is not aware of any provision in the Interconnection Agreement which would prohibit the completion of

Andrea L. Gavalas  
May 30, 1997  
Page Two

800/888 traffic on behalf of WorldCom. We are currently researching the ordering procedure to determine how the necessary customer information required for BellSouth to appropriately provision the SS7 signaling link, i.e., 800/888, LIDB etc. is conveyed to BellSouth. However, BellSouth does not believe that Section 11 of the Interconnection Agreement is applicable in this case as stated in WorldCom's letter.

If you have any questions or need any additional information, please call me at (404) 927-7513.

Sincerely,



Susan M. Arrington  
Manager - Interconnection Services/Pricing

cc: Jerry Hendrix  
Van Cooper



Joe Driscoll, Manager - COLLOCATION  
3 Wing Drive Suite 200  
Camden, NJ 07907  
TELEPHONE: (609) 964-7200 FAX: (609) 964-0610

SUPPLEMENTAL RESPONSE TO STAFF INTERROGATORY  
NO. 37 TO WORLD.COM. Page 1 of ~~X~~  
2

August 21, 1997

Ms. Pam Tipton  
Bell South Telecommunications, Inc.  
675 W. Peachtree Plaza, NE  
Atlanta, Georgia 35243

Dear Pam:

Due to various delays and false starts with completion of work at our virtual collocation at the Grande Central Office (CO) in Miami, I am writing this letter to bring certain details of those matters to your attention. I ask that steps be taken to assure that in the future, not only in Miami but throughout Bell South territory, status of jobs are communicated to us in a timely manner. Also, it is very important that when we are told that all work is completed by Bell South, and we send the vendor out to start work, that everything is indeed ready for work to begin. As I will indicate below, our certified vendor-Reltec - had been told by Bell South that work could begin on more than one occasion. When they showed up at Grande everything was not complete, and Reltec was unable to start. On these occasions WorldCom will be billed for time which was completely unproductive and avoidable.

The following is a short history of the delays and false starts at the Grande CO virtual collocation installation during the period of 5/16/97 through 8/8/97. WorldCom had been given a due date of 6/30 for installation of the frame by Lucent. This was needed for the 1344 copper pairs ordered for future unbundled loops. Reltec could not complete the job, nor could WorldCom begin ordering unbundled loops until this frame was installed. Reltec had the EIU completed and sent to Bell South on 7/11/97, but the frame was still not complete by Lucent & Bell South on 6/30. On 7/23 Bell South stated the frame would be ready on 7/25. Also at this time Bell South said there was a change in frame assignments which would change the EIU. Reltec re-submitted the EIU changes on 7/25, however, the frame was still not ready on 7/25 as previously agreed to by Bell South. On 7/30 Bell South stated the frame would be ready on 8/1 and Reltec could commence work. On 8-1 Reltec showed up at the CO ready to once again complete WorldCom's work. However, the frame was not ready, and the overhead cable rack was not installed. On 8/4 the frame was ready, but the location had been moved without notification to WorldCom. In addition, new blocks were used and our vendor was informed at that time that they would need a special crimp tool. If WorldCom had been informed of this prior to 8/4, Reltec could have ordered the special tool in more than sufficient time to have had it on hand. As it was, Reltec was able to start their work on 8/5 since Bell South decided to lend them the crimp tool. The amount of time in total that WorldCom will be billed by Reltec due to avoidable Bell South errors is 24 hours.

This is completely unacceptable, and definitely not a situation that would show Bell South in a favorable light.

It is very important that communication between Bell South and WorldCom on these issues of completion and other matters be thoroughly checked and certified prior to being communicated to WorldCom. Not only does WorldCom incur vendor costs, but it also delays our ability to order unbundled loops. This could appear to be an anti-competitive act. In addition since work is in progress at various CO's throughout the Bell South territory where Lucent is the Bell South vendor, I need assurances that similar miscommunications and false starts will not occur on these critical collocation projects as well. My purpose in writing to you regarding this situation is to identify in a very constructive fashion how our companies can work more efficiently in the future. Please either call or write to me regarding how Bell South proposes to amend this situation.

Sincerely,

  
Joe Driscoll  
Manager - ILEC Collocation

163A



cc: Ruth Durbin - WorldCom  
Brian Sulmonetti - WorldCom  
Martha Tate - WorldCom  
Gretchen Temple - Bell South

2

## **Attachment C**

**MASTER USOC LIST FOR SWITCH  
284 MIAMI / FT. LAUDERDALE RESALE**

This list was last updated on : 5/15/97

<b>USOC</b>	<b>DESCRIPTION</b>
1FB	Basic Business Line (Group 12)
1FBA	Line Connection Charge - Each additional line
1FBB	Basic Business Line (Group 12) - Existing Line
A6SBX	Watch Alert
A6SBXA	Watch Alert
A6SRX	Watch Alert Port Access
A6SRXA	Watch Alert Port Access
E40	Call Forwarding Variable/Trunk
EMSBT	Transfer related mailboxes (non hunting lines)
EMSTM	Non-rated transfer mailboxes (hunting lines)
ESC	Three way Conference Calling
ESF	Speed Calling - 30 (line/trunk)
ESL	Speed Calling - 8
ESLTK	Speed Calling - 8
ESM	Call Forwarding Variable/Line
ESX	Call Waiting/Cancel Call Waiting
FCS	Flexible call forwarding
GCE	Call Forward Busy
GCJ	Call Forward Don't Answer
GCZ	Remote call forwarding Variable
HLS	Hotline
HLSA	Hotline
HTG	Hunting (per line/trunk)
MBSBF	memory call voice messaging service
MFD1A	Discounts for 10 features
MFD2X	Discounts for 2 features
MFD3X	Discounts for 3 features
MFD4X	Discounts for 4 features
MFD5X	Discounts for 5 features
MFD6X	Discounts for 6 features

USOC	DESCRIPTION
MFD7X	Discounts for 7 features
MFD8X	Discounts for 8 features
MFD9X	Discounts for 9 features
MWW	Message Waiting Indicator
ND4	Each additional group of 20 DID numbers
ND4A	Each additional group of 20 DID numbers
ND3	Caller ID
NDT	DID trunk termination, each
NDTA	DID trunk termination, each
NDZ	Establish trunk group and provide first group of 20 numbers
NDZA	Establish trunk group and provide first group of 20 numbers
NSS	Call return
NSY	Call Block
RCA	Remote call forwarding, additional path
RCF	Remote Call Forwarding - 1st Path
S5DBD	DID (per trunk) DTMF Pulsing Option
TDDIX	DID trunk (Group 12)
TDDIXA	DID trunk, each additional trunk
TDDIXB	DID trunk (Group 12) - Existing Trunk
TFC	PBX Analog Trunk (Group 12)
TFCA	PBX Analog Trunk-each additional trunk
TFCB	PBX Analog Trunk - Existing Trunk
VMZIX	Memory call deluxe voice messaging svcs
WLS	Warm Line

**MASTER USOC LIST FOR SWITCH**  
**290 ORLANDO RESALE**

This list was last updated on : 5/15/97

USOC	DESCRIPTION
1FB	Basic Business Line (Group 11)
1FBA	Line Connection Charge - Each additional line
1FBB	Basic Business Line (Group 11) - Existing Line
A6SBX	Watch Alert
A6SBXA	Watch Alert
A6SRX	Watch Alert Port Access
A6SRXA	Watch Alert Port Access
E40	Call Forwarding Variable/Trunk
EMSBT	Transfer related mailboxes (non hunting lines)
EMSTM	Non-rated transfer mailboxes (hunting lines)
ESC	Three way Conference Calling
ESF	Speed Calling - 30 (line/trunk)
ESL	Speed Calling - 8
ESLTK	Speed Calling - 8
ESM	Call Forwarding Variable/Line
ESX	Call Waiting/Cancel Call Waiting
FCS	Flexible call forwarding
GCE	Call Forward Busy
GCJ	Call Forward Don't Answer
GCZ	Remote call forwarding Variable
HLS	Hotline
HLSA	Hotline
HTG	Hunting (per line/trunk)
MBBBF	memory call voice messaging service
MFD1A	Discounts for 10 features
MFD2X	Discounts for 2 features
MFD3X	Discounts for 3 features
MFD4X	Discounts for 4 features
MFD5X	Discounts for 5 features
MFD6X	Discounts for 6 features

USOC	DESCRIPTION
MFD7X	Discounts for 7 features
MFD8X	Discounts for 8 features
MFD9X	Discounts for 9 features
MWW	Message Waiting Indicator
ND4	Each additional group of 20 DID numbers
ND4A	Each additional group of 20 DID numbers
NDS	Caller ID
NDT	DID trunk termination, each
NDTA	DID trunk termination, each
NDZ	Establish trunk group and provide first group of 20 numbers
NDZA	Establish trunk group and provide first group of 20 numbers
NSS	Call return
NSY	Call Block
RCA	Remote call forwarding, additional path
RCF	Remote Call Forwarding - 1st Path
S5DBD	DID (per trunk) DTMF Pulsing Option
TDDIX	DID trunk (Group 11)
TDDIXA	DID trunk, each additional trunk
TDDIXB	DID trunk (Group 11) - Existing Trunk
TFC	PBX Analog Trunk (Group 11)
TFCA	PBX Analog Trunk-each additional trunk
TFCB	PBX Analog Trunk - Existing Trunk
VMZIX	Memory call deluxe voice messaging svcs
WLS	Warm Line

**MASTER USOC LIST FOR SWITCH  
304 JACKSONVILLE/W.PALM BEACH RESALE**

This list was last updated on : 5/15/97

USOC	DESCRIPTION
1FB	Basic Business Line (Group 10)
1FBA	Line Connection Charge - Each additional line
1FBB	Basic Business Line (Group 10) - Existing Line
A6SBX	Watch Alert
A6SBXA	Watch Alert
A6SRX	Watch Alert Port Access
A6SRXA	Watch Alert Port Access
E40	Call Forwarding Variable/Trunk
EMSBT	Transfer related mailboxes (non hunting lines)
EMSTM	Non-rated transfer mailboxes (hunting lines)
ESC	Three way Conference Calling
ESF	Speed Calling - 30 (line/trunk)
ESL	Speed Calling - 8
ESLTK	Speed Calling - 8
ESM	Call Forwarding Variable/Line
ESX	Call Waiting/Cancel Call Waiting
FCS	Flexible call forwarding
GCE	Call Forward Busy
GCJ	Call Forward Don't Answer
GCZ	Remote call forwarding Variable
HLS	Hotline
HLSA	Hotline
HTG	Hunting (per line/trunk)
MBBBF	memory call voice messaging service
MFD1A	Discounts for 10 features

USOC	DESCRIPTION
MFD2X	Discounts for 2 features
MFD3X	Discounts for 3 features
MFD4X	Discounts for 4 features
MFD5X	Discounts for 5 features
MFD6X	Discounts for 6 features
MFD7X	Discounts for 7 features
MFD8X	Discounts for 8 features
MFD9X	Discounts for 9 features
MWW	Message Waiting Indicator
ND4	Each additional group of 20 DID numbers
ND4A	Each additional group of 20 DID numbers
NDS	Caller ID
NDT	DID trunk termination, each
NDTA	DID trunk termination, each
NDZ	Establish trunk group and provide first group of 20 numbers
NDZA	Establish trunk group and provide first group of 20 numbers
NSS	Call return
NSY	Call Block
RCA	Remote call forwarding, additional path
RCF	Remote Call Forwarding - 1st Path
S5DBD	DID (per trunk) DTMF Pulsing Option
TDDIX	DID trunk (Group 10)
TDDIXA	DID trunk, each additional trunk
TDDIXB	DID trunk (Group 10) - Existing Trunk
TFC	PBX Analog Trunk (Group 10)
TFCA	PBX Analog Trunk-each additional trunk
TFCB	PBX Analog Trunk - Existing Trunk
VMZIX	Memory call deluxe voice messaging svcs
WLS	Warm Line



## **Attachment D**



MFS Communications Company, Inc.  
One Tower Lane, Suite 1600  
Oakbrook Terrace, Illinois 60181  
TEL (708) 218-7200  
FAX (708) 218-0018

May 1, 1997

Mr. Jerry D. Hendrix  
BellSouth Telecommunications  
675 W. Peachtree Street  
34S91 BellSouth Center  
Atlanta, GA 30375

VIA FAX: 404 529 7839

RE: BellSouth-MFS Resale agreement and subsequent imposition of billing charges

Mr. Hendrix:

In February, MFS Intelenet of Florida, Inc. ("MFS") executed a resale agreement with BellSouth Telecommunications ("BellSouth") which provided for BellSouth to offer telecommunications services at a wholesale discount pursuant to Section 251(c)(4) of the Telecommunications Act of 1996. This agreement was filed with the Florida Public Service Commission ("PSC") for approval and is scheduled for the Commission's consideration at its June 10 meeting.

After submitting the agreement to the PSC, BellSouth sent MFS an additional contract entitled "Contract Provisions for OLEC Daily Usage File," the purpose of which is to require MFS to pay charges for that portion of BellSouth's Operations Support Systems ("OSS") that contain the Daily Usage File ("DUF"). This is the billing information that is critical to MFS in order for it to bill its customers. BellSouth apparently intends to assess these charges in addition to the negotiated price of the telecommunications services.

MFS cannot accept the imposition of these after-the-fact charges. At no time during the negotiations of the resale agreement did BellSouth personnel mention the fact that charges would be imposed for the DUF. Moreover, MFS believes it has a signed agreement that includes all the charges associated with the resale of BellSouth services.

In addition, the assessment of these charges on a competitor has no basis in the Telecommunications Act, nor in the orders of the Federal Communications Commission ("FCC") and Florida PSC implementing the Act:

• The FCC's Interconnection Order states that "...if competing carriers are unable to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and *billing* for network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing carriers will be severely disadvantaged, if not

J. Hendrix  
May 1, 1997  
Page 2

precluded altogether, from fairly competing."<sup>1</sup> The FCC went on to conclude that "an incumbent LEC must provide non-discriminatory access to their operation support systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing available to the LEC itself."<sup>2</sup> Clearly, BellSouth does not assess additional charges on itself for the DUF; attempting to charge MFS is discriminatory.

• In the AT&T/MCI/BellSouth arbitration proceeding, the Florida PSC also ruled that billing (as part of OSS) is critical to competition. The Commission ruled that "the exchange of this information [Customer Usage Data Transfer] is vital for ALECs to be able to effectively compete."<sup>3</sup> The Commission then went on to rule on the cost recovery for the provision of OSS: "each party shall bear its own cost of developing and implementing electronic interface systems, because those systems will benefit all carriers."<sup>4</sup>

• In its determination of the wholesale rate for retail services offered for resale, the PSC allowed BellSouth to recover certain customer service expenses associated with serving wholesale customers. The December 31st Order established, despite objections from AT&T and MCI, that expenses allocated to USOA account 6623 (customer services and billing) would not be 100% avoided.<sup>5</sup> Including such expenses associated with the billing of wholesale customers, in addition to charging for the DUF, would result in BellSouth's double recovery of these costs.

This issue must be resolved expeditiously in order for MFS to go forward with its implementation plans. BellSouth's insistence that MFS acquiesce to these charges is anti-competitive in that it delays MFS's market entry thereby causing MFS and its customers severe and irreversible harms.

We are anxious to work out an amicable solution to this issue, however we cannot agree to extra charges and other changes after we have, in good faith, signed an agreement. MFS insists that BellSouth immediately withdraw the "Contract Provisions for OLEC Daily Usage File," and offer its OSS to MFS on a non-discriminatory basis.

<sup>1</sup> *First Report and Order*, FCC Docket No. 96-98, August 9, 1996, ¶518 (emphasis added).

<sup>2</sup> *Id.* ¶523.

<sup>3</sup> Florida Public Service Commission Order No. PSC-96-1579-FOF-TP, issued December 31, 1996 at 86.


<sup>4</sup> *Id.* at 87.

<sup>5</sup> *Id.* at 55.

J. Hendrix  
May 1, 1997  
Page 3

Please contact me at 630-203-7058 if you have any questions. I look forward to BellSouth's response.

Sincerely,



Ruth Durbin  
Director, Industry Relations

cc: Brian Sulmonetti  
Van Cooper  
Alex Harris  
Jerry McKenzie  
- Kevin Dundon

file



BellSouth Telecommunications, Inc.  
Room 34591 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

May 15, 1997

Ms. Ruth Durbin  
MFS Communications Company  
One Tower Lane, Suite 1600  
Oakbrook Terrace, Illinois 60181

Re: OLEC Daily Usage File

Dear Ms. Durbin:

This letter is in response to your letter of May 1. BellSouth views its charges for the Daily Usage File ("DUF") as being appropriate, and consistent with the Telecommunications Act of 1996 and the rulings of the Florida Public Service Commission ("PSC") and the Federal Communications Commission ("FCC").

In your letter, you state that BellSouth personnel did not mention during the negotiations the fact that charges would be imposed for the DUF. We disagree. BellSouth's OLEC DUF agreement was discussed during the first negotiating session in September, 1996. One of the action items from that meeting was for BellSouth to provide MFS with a copy of the DUF agreement. BellSouth's records reflect that following the meeting, Bob Wilhelm provided a copy of the agreement to Jerry McKenzie.

You cite the FCC's requirement to provide non-discriminatory access to Operations Support Systems, then claim that because BellSouth does not charge itself for the DUF, it is discriminatory for BellSouth to charge MFS. Assuming the DUF is an Operations Support System, as you suggest, nothing in the Act or the Interconnection Order requires BellSouth to provide the information contained within the DUF at no charge. The FCC determined that Operations Support Systems are network elements. Under Section 251(c)(3), BellSouth is required to provide a requesting carrier with nondiscriminatory access to network elements. However, non-discriminatory access to a network element does not equate to free access. Simply because BellSouth is required to provide an interface for access to usage data, does not mean that BellSouth is

required to accumulate, sort and provide that data to MFS on a daily basis at no charge.

You noted that the Florida PSC requires each party to bear its own costs for developing and implementing electronic interface systems. In Florida, BellSouth is, in fact, paying its share of the costs associated with developing and implementing the interfaces that will give MFS access to the DUF. The charges in question, however, are not associated with the development and implementation of the interfaces, but rather relate to the information itself.

Finally, you claim that charging for the DUF results in double recovery because the Florida PSC determined that expenses allocated to account 6623 were not 100% avoided. The base year for the avoidable cost analysis was 1995. The OLEC DUF is a new system. It was not expensed to account 6623 in 1995. Moreover, the recording of daily usage for a reseller is an incremental cost. It would not have been a non-avoided billing cost even if it were included in the avoided cost analysis. As an incremental cost, it should be borne by the party that caused it, i.e., the reseller.

We understand that MFS has indicated that if it were to execute the OLEC DUF agreement it would insist on the inclusion of a "Most Favored Nations" provision. BellSouth has no objection to including such a provision in the agreement.

We trust this resolves any concerns you have regarding BellSouth's charges for the DUF. Please feel free to call me if you have any additional questions or comments.

Sincerely,



Jerry D. Hendrix



BellSouth Interconnection Services 205 388-6969  
Suite 350  
One Chase Corporate Drive  
Hoover, Alabama 35244

May 8, 1997

Ms. Andrea L. Gavalas  
Sr. Manager, Network Implementation  
WorldCom  
One Tower Lane, Suite 1600  
Oakbrook Terrace, IL 60181

Dear Andrea:

The following information is provided in response to your letter dated May 7, 1997, requesting a formal statement detailing the cause of outages from the Buckhead C.O. on May 6.

On May 6, the Buckhead 1A switch was being converted to a SE. During that conversion, all Remote Call Forwarded numbers were defaulted to one (1) path, which caused all customers working out of that switch with RCF to experience call blockage. This was a procedural problem that has been corrected whereby during future conversions, an extract will be taken from our CRIS database detailing the number of paths established on each RCF. This information will be fed into the SE switch allowing for proper call flow.

The number of paths provisioned is a tariffed item, therefore these are typically built into our switches on a per number basis. A limitation in the 1A switch, however, made it necessary to either limit the number of paths allowed or build one simulated facilities group with unlimited paths for all customers. One SFG group had been built in this switch and the effect on the number of paths during conversion was unforeseen. Again, procedures have been put into place preventing a recurrence.

On behalf of BellSouth, I apologize for this interruption in service to your customers. We will continue to make every effort to provide you with the best possible service in the industry and look forward to speaking with you in the near future.

Sincerely,

A handwritten signature in cursive script that reads 'Brenda Douglas'.

Brenda Douglas  
Systems Designer  
WorldCom Account Team

cc: Van Cooper  
David Jones

## **Attachment E**



**Amendment Regarding Resale Arrangement to  
The Florida Interconnection Agreement between MFS Communications  
Company, Inc. and BellSouth Telecommunications, Inc. dated August 26, 1996**

PURSUANT TO THIS AMENDMENT ("the Amendment"), MFS Communications Company, Inc. ("MFS") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Florida Interconnection Agreement between the Parties dated August 26, 1996 ("Interconnection Agreement").

NOW, THEREFORE, for and in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and MFS hereby covenant and agree as follows:

**I. Term of the Agreement**

A. The term of this Agreement shall be consistent with the term set forth in Section 21.0 of the Interconnection Agreement.

B. The rates pursuant to which MFS is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

**II. Definition of Terms**

A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

B. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

C. **END USER** means the ultimate user of the telecommunications services.

D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.

E. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

F. **RESALE** means an activity wherein a certificated OLEC such as MFS obtains at wholesale the telecommunications services of the Company and then resells those telecommunications services to the public (with or without "adding value").

G. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as MFS, may offer resold local exchange telecommunications service.

### III. General Provisions

A. MFS may resell at wholesale rates any telecommunications service that the Company provides at retail to subscribers who are not telecommunications carriers. However short-term promotions, those in effect for no more than 90 days are not subject to the wholesale discount. Grandfathered services, residential services, and Lifeline/LinkUp services are available for resale only to those end users eligible to purchase such service. As such, residential services are available for resale to only residential customers. Grandfathered services are available for resale to existing grandfathered customers only, and Lifeline and LinkUp services are available for resale to only those end users eligible to receive the service. Further, MFS agrees to abide by any joint marketing restriction, if applicable to MFS, imposed by the Telecommunications Act of 1996.

B. The provision of services by the Company to MFS does not constitute a joint undertaking for the furnishing of any service. MFS may resell services only within the specific resale area as defined in its certificate.

C. MFS will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from MFS for all services.

D. MFS will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of MFS. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of MFS.

G. The Company and MFS agree not to interfere with the right of any person or entity to obtain service directly from the Company or from MFS.

H. Telephone numbers are assigned to the service furnished. MFS has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business. The Company agrees to treat numbers associated with resold services in the same manner as it treats numbers it provides to its end users. Telephone numbers transmitted via any resold service features are intended solely for the use of the end user of the feature. Unless otherwise agreed, resale of this information is prohibited.

I. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

J. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

K. The Company can refuse service when it has reasonable grounds to believe that service will be in violation of the law.

L. The Company accepts no responsibility to any person for any unlawful act committed by MFS or its end users as part of providing service to MFS for purposes of resale or otherwise.

M. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of MFS will be directed to MFS. The Company will bill MFS for implementing any requests by law enforcement agencies regarding MFS end users.

N. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

O. Facilities and/or equipment utilized by BellSouth to provide service to MFS remain the property of BellSouth.

P. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale. Yellow page listings will be provided pursuant to the BAPCO Agreement attached to the Interconnection Agreement.

Q. The Company reserves the right to periodically audit services purchased by MFS to establish authenticity of use. Such audit shall not occur more than once in a calendar year. MFS shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis. The Company shall bear the cost of said audit.

#### IV. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. MFS or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. MFS accepts responsibility to notify the Company of situations that arise that may result in a service problem.

- D. MFS will be the Company's single point of contact for all repair calls on behalf of MFS's end users.
- E. MFS will contact the appropriate repair centers in accordance with procedures established by the Company.
- F. For all repair requests, MFS accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- G. The Company will bill MFS for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- H. The Company reserves the right to contact MFS's customers, if deemed necessary, for maintenance purposes.

#### V. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, MFS will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for MFS. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format as defined in the BellSouth Resale Ordering Guidelines and will adhere to approved industry standards.
- C. When notification is received from MFS that a current customer of the Company will subscribe to MFS's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for MFS's end user customer. MFS must, however, be able to demonstrate end user authorization upon request.
- E. MFS will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from MFS to the Company or will accept a request from another OLEC for conversion of the end user's service from the MFS to the other LEC. The Company will notify MFS that such a request has been processed.
- F. If either party determines that an unauthorized change in local service has occurred, the service will be reestablished with the appropriate local service provider and the party initiating the unauthorized change will be assessed an unauthorized change charge as set forth below. Appropriate nonrecurring charges will also be assessed to the party initiating the unauthorized change.

These charges can be adjusted if the requesting party provides satisfactory proof of authorization.

Unauthorized Change  
Charge  
\$19.41

(a) each Residence or Business line,  
Pay Telephone or trunk

G. In instances where MFS cannot establish appropriate creditworthiness, the Company may, in order to safeguard its interest, require MFS to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Upon termination pursuant to Articles 21.0, 30.0 or 33.0 of the Interconnection Agreement, any MFS deposits held by BellSouth, may be applied to the account balance.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves MFS from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to MFS during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to MFS by the accrual date.

#### VI. Payment And Billing Arrangements

A. When the initial service is ordered by MFS, the Company will establish an accounts receivable master account for MFS. MFS will not be liable for any outstanding charges that a customer owes to BellSouth at the time MFS assumes the customer's account. BellSouth will not disconnect a MFS customer for any dispute that originated prior to the time MFS assumed the customer's account.

B. Payment of all charges will be the responsibility of MFS. MFS shall make payment to the Company for all services billed. The Company is not responsible for payments not received by MFS from MFS's customer. The Company will not become involved in billing disputes that may arise between MFS and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account. The Company will use the same methods and judgment in processing disputed charges between MFS and any interexchange carrier on whose behalf the Company provides billing, as the Company uses in processing disputed charges between its own end users and interexchange carriers.

C. The Company will render bills each month on established bill days for each of MFS's accounts.

D. The Company will bill MFS, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

E. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

F. Obligations of MFS for taxes and fees shall be set forth in Section 36.17 of the Interconnection Agreement executed between MFS and BellSouth dated August 26, 1996.

G. As the customer of record, MFS will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

H. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that MFS actually makes the payment to the Company, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that MFS actually makes the payment to the Company.

I. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to MFS.

J. The Company will not perform billing and collection services for MFS as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

K. Pursuant to 47 CFR Section 51.617, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$4.00

L. In general, the Company will not become involved in disputes between MFS and MFS's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, MFS shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with MFS to resolve the matter in as timely a manner as possible. MFS may be required to submit documentation to substantiate the claim.

M. MFS is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon MFS.

#### VII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to MFS's end user on behalf of, and at the request of, MFS. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of MFS.
2. At the request of MFS, the Company will disconnect a MFS end user customer.
3. All requests by MFS for denial or disconnection of an end user for nonpayment must be in writing.
4. MFS will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise MFS when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by MFS and/or the end user against any claim, loss or damage arising from providing this information to MFS. It is the responsibility of MFS to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to MFS are as follows:

1. Pursuant to the Section 33.0 of the Interconnection Agreement and upon a determination that MFS has violated Section 36.4 of the Interconnection Agreement, BellSouth shall reserve the right to discontinue service to MFS.
2. The procedures for discontinuing resale service to MFS shall be as delineated in Sections 21.0, 30.0 and 33.0 of the Interconnection Agreement.

#### VIII. Miscellaneous

A. The liability and indemnification obligations of the parties shall be as set forth in Section 35.0 of the Interconnection Agreement.

B. Issues regarding the treatment of proprietary and confidential information will be governed pursuant to Section 21.0 of the Interconnection Agreement.

C. The resolution of disputes shall be governed according to Section 33.0 of the Interconnection Agreement.

D. The Parties agree that this Amendment shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

E. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Amendment shall not be deemed a waiver of any of the provisions of this Amendment, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Amendment.

F. This Amendment shall be governed by, and construed and enforced in accordance with Section 36.8 of the Interconnection Agreement.

G. This Amendment was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Amendment is in the best interests of all Parties.

H. Every notice, consent, approval, or other communications required or contemplated by this Amendment shall be provided pursuant to Section 34.0 of the Interconnection Agreement.

I. More favorable resale arrangements may be available to MFS pursuant to Section 24.0 of the Interconnection Agreement.

J. This Amendment may be amended at any time pursuant to Section 36.1 of the Interconnection Agreement.



K. The Parties agree that all of the other provisions of the Florida Interconnection Agreement dated August 26, 1996 shall remain in full force and effect and by this reference are incorporated herein.

L. The Parties agree that the execution of this Amendment and its submission to the Commission is made without prejudice to the rights of either party to challenge the Commission's decision regarding the resale of BellSouth telecommunications service to new entrants. The Parties further agree to conform this Amendment to any final nonappealable decision of the Commission regarding resale.

BellSouth Telecommunications, Inc.

BY: \_\_\_\_\_

Signature

NAME: \_\_\_\_\_

Jerry D. Hendrup

Printed Name

TITLE: \_\_\_\_\_

Director

MFS Communications Company, Inc.

BY: \_\_\_\_\_

Signature

NAME: \_\_\_\_\_

KEVIN AUNDON

Printed Name

TITLE: \_\_\_\_\_

VP - NETWORK DEVELOPMENT

**EXHIBIT "A"**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by MFS for the purposes of resale to MFS end users shall be available at the following discount off of the retail rate.

**STATE**  
**FLORIDA**

**RESIDENCE**  
**18%**

**DISCOUNT**

**BUSINESS**  
**12%**

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another OLEC, those same discounts will be offered to MFS.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Public Service Commis

1997

1997

In Re: Consideration of BellSouth  
Telecommunications, Inc.'s entry into  
InterLATA services pursuant to Section  
271 of the Federal Telecommunications  
Act of 1996.

Docket No. 960786-TL  
Filed: June 18, 1997

**METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC. AND WORLDCOM, INC.  
D/B/A LDDS WORLDCOM COMMUNICATIONS' (MFS/WORLDCOM)  
RESPONSES TO FPSC STAFF'S THIRD SET OF INTERROGATORIES**

As a result of the merger between Metropolitan Fiber Systems and WorldCom, Inc. d/b/a LDDS WorldCom, Inc., MFS/WorldCom herewith submits its joint responses to Staff's Third Set of Interrogatories. Information necessary to provide responses to the interrogatories was obtained from several individuals, however, the responses are sponsored by Mr. Brian K. Sulmonetti, 1515 South Federal Highway, Boca Raton, Florida.

44. Section 271(c)(1)(B) states that a Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date the company makes its application under subsection (d)(1), and a statement of the terms and conditions that the company generally offers to provide such access and interconnection has been approved or permitted to take effect by the State commission under section 252(f). For purposes of this subparagraph, a Bell operating company shall be considered not to have received any request for access and interconnection if the State commission of such State certifies that the only provider or providers making such a request have (i) failed to negotiate in good faith as required by section 252, or (ii) violated the terms of an agreement approved under section 252 by the provider's failure to comply, within a reasonable period of time, with the implementation schedule contained in such agreement.

a. Have you requested access and interconnection as described in subparagraph 271(c)(1)(A)?

**RESPONSE:** Yes. MFS/WorldCom has an interconnection agreement with BellSouth.

b. Can BellSouth obtain interLATA authority pursuant to section 271(c)(1)(B)? Please explain.

**RESPONSE:** No. BellSouth has received requests for interconnection and access contemplated by subparagraph (A) thus 271(c)(1)(B) is unavailable to BellSouth. Further explanation is contained in the Joint Motion filed May 27, 1997 by FCCA, AT&T and MCI.

- c. Can BellSouth obtain interLATA authority by complying with the requirement of section 271 by combining portions of 271(c)(1)(A) and (B)? Explain your reasoning for your response.

**RESPONSE:** No. MFS/WorldCom does not believe that there was an intent to mix subparagraph (A) and (B).

45. Have you requested local loop transmission between the central office and the end user's premises that is unbundled from local switching or other services from BellSouth, pursuant to 271(c)(2)(B)(iii) and applicable rules promulgated by the FCC?

- a. If yes, has BellSouth provided the local loop transmission between the central office and the end user's premises, unbundled from local switching or other services, pursuant to 271(c)(2)(B)(iii) and applicable rules promulgated by the FCC?

**RESPONSE:** Assuming the reference is to 271(c)(2)(B)(iv) then yes, MFS/WorldCom has requested the service through negotiations but has not yet ordered the service. It would be too early for MFS/WorldCom to say whether service was being provided pursuant to Section 271 or applicable rules.

46. If BellSouth is providing unbundled local loop transmission, is the quality of the service equal to the standards set forth in the contract? If not, please explain.

**RESPONSE:** See 45.

47. If you are receiving unbundled local loop transmission from BellSouth, have you made any complaints to BellSouth regarding the provision of such service? If so, provide detailed information regarding each complaint made to BellSouth, including, but not limited to:

**RESPONSE:** Not as of this time in Florida.

48. If BellSouth has not provided the requested unbundled local loop transmission pursuant to 271(c)(B)(iii) and applicable rules promulgated by the FCC, then explain what reasons BellSouth has given for not providing the requested service.

**RESPONSE:** Not applicable.

49. Section 271(c)(2)(B)(v) requires access or interconnection provided or generally offered by BellSouth to ensure that local transport is unbundled from the trunk side of a wireline local exchange carrier switch from switching or other service.

- a. Please provide a diagram and explanation of local transport as contemplated by Section 271(c)(2)(B)(v).

**RESPONSE:** MFS/WorldCom does not currently utilize BellSouth unbundled transport services and does not have a diagram readily available. The obligation to provide local transport includes offering transport capacity without switching, switching with interoffice transmission and the combined functionality of tandem switching and transmission.

- b. Have you requested unbundled local transport from BellSouth? If so, when did BellSouth provide the unbundled local transport to you?

**RESPONSE:** See a.

- c. Identify the rate that BellSouth charged for the provision of unbundled local transport.

**RESPONSE:** The Agreement provided that unbundled local transport will be "priced consistent with section 252 of the Act and/or Commission and/or FCC Order" a specific rate has not been established.

- d. Was the rate identified in c. provided via negotiation, arbitration or tariff? If the rate was provided via negotiation or arbitration, please answer the following questions.

**RESPONSE:** See 49c.

1. Has the agreement has been filed with the Commission? If so, identify the docket number associated with the agreement.

**RESPONSE:** Yes. Docket No. 961053-TP.

2. Has the agreement been approved by the Commission?

**RESPONSE:** Yes. Order No. 96-1508.

50. Section 271(c)(2)(B) of the Act states that in order for a BOC to meet the requirements of this subparagraph, the BOC must provide access or interconnection to other communications carriers, and such access or interconnection should include Section 271(c)(2)(B)(vi). Section 271(c)(2)(B)(vi) of the Act states that such access or interconnection should include local switching unbundled from transport, local loop transmission, or other services.

a. Please define the following pursuant to Section 271(c)(2)(B)(vi);

1. Local switching unbundled from transport.
2. Local loop transmission.
3. Other services.

**RESPONSE:** The local switching network element defined under federal rules is effectively the provision of switching capacity, on a line-by-line basis, to entrants in a manner which permits those entrants to provide local exchange and exchange access services to their end-users in the same manner that the incumbent LEC provides these services to its customers from the same switch. In effect, the entrant and the incumbent LEC are housed "side-by-side" within the switch with an entitlement to each of the common resources of the switch (processor, matrix, interoffice trunk ports) needed to provide services to their end-user customers.

Unbundled local switching enables an entrant to determine, for its end-user's lines, what features and functions (call waiting, for instance) to activate on its lines, and to establish for lines (or, more likely, groups of lines) the routing characteristics for its subscriber's traffic. Although the Commission should expect that most entrants will use the existing routing algorithms (particularly initial), unbundled local switching must provide purchasers with the ability to customize routings to alternative networks (and thus unbundled transport from switching). Specific requirements of unbundled local switching are described in the FCC rules.

b. Is BellSouth providing the following to other communications carriers pursuant to Section 271(c)(2)(B)(vi):

1. Unbundled local switching unbundled from transport?
2. Unbundled local loop transmission?
3. Unbundled other services:

**RESPONSE:** MFS/WorldCom would not know if BellSouth were providing service to other carriers pursuant to Section 271(c)(2)(B)(vi).

c. What elements, functions, and/or capabilities constitute the following pursuant to Section 271(c)(2)(B)(vi):

1. Unbundled local switching unbundled from transport?
2. Unbundled local loop transmission?
3. Unbundled other services?

**RESPONSE:** See 50a.

d. Is BellSouth providing the following to other communications carriers as promulgated by the FCC's rules:

1. Unbundled local switching unbundled from transport?
2. Unbundled local loop transmission?
3. Unbundled other services?

**RESPONSE:** See 50b.

51. Section 271(c)(2)(B)(vii) requires nondiscriminatory access to 911 and E911 services, directory assistance services to allow other telecommunications carrier's customers to obtain telephone numbers, and operator call completion services. Please define "nondiscriminatory access" as used in Section 271(c)(2)(B)(vii).

**RESPONSE:** "Nondiscriminatory access" must be defined to mean that both the quality of access to the network element and the quality of access to the network element and the quality of the network element itself are equal between all carriers requesting the element and where technically feasible, the access is at least equal in quality to that which the incumbent provides itself. See, FCC First Report and Order, Dkt 96-98 at ¶¶ 312-314 and 47 C.F.R. 51.311.

52. Have you requested access to 911 and E911 services from BellSouth?

**RESPONSE:** Yes, in the Interconnection Agreement.

53. Is BellSouth currently providing you access to 911 and E911 services?

**RESPONSE:** MFS/WorldCom has ordered and installed circuits from the switch site to the BellSouth 911 tandem. However, there is an issue with respect to the design which requires the overbuild of a 911 network in order to be in compliance with BellSouth requirements. The design requirements are costly and make it difficult for MFS/WorldCom to provide 911.

54. If you have requested access to 911 and E911 services and are not currently receiving access to 911 and E911 services from BellSouth, please explain.

**RESPONSE:** N/A

55. Have you requested access to directory assistance services from BellSouth?

**RESPONSE:** See response to Interrogatory No. 52.

56. Is BellSouth currently providing you with access to directory assistance services?

**RESPONSE:** Yes.

57. If you have requested access to directory assistance services from BellSouth and are not currently receiving access to directory assistance services from BellSouth, please explain.

**RESPONSE:** N/A

58. Have you requested access to operator call completion services from BellSouth?

**RESPONSE:** Yes, as part of the Interconnection Agreement.

59. Is BellSouth currently providing you with access to operator call completion services?

**RESPONSE:** No.

60. If you have requested access to operator call completion services from BellSouth and are not currently receiving from BellSouth, access to operator call completion services, please explain.

**RESPONSE:** There has been no order for the service.

61. Section 271(C)(2)(B)(viii) and the rules promulgated by the FCC, require BellSouth to provide white page directory listings for customers of other telecommunications carrier's telephone exchange service.

- a. Under the terms of your agreement with BellSouth with respect to white page directory listings, were you required to execute an additional agreement with BellSouth's publishing affiliate, BellSouth Advertising & Publishing Corporation, (BAPCO)?

**RESPONSE:** Yes.



- b. If the answer to a. is affirmative, have you executed the additional agreement with BAPCO? If not, explain why not and identify the problems, if any.

**RESPONSE:** Yes.

62. Have you submitted white page directory listings to BellSouth for inclusion in the appropriate white page directory(ies) of BellSouth?

**RESPONSE:** MFS/WorldCom has not yet submitted any listings to BellSouth so it is too early to respond to this interrogatory.

- a. If the answer to the above is affirmative, have you also provided updates to the listings submitted to BellSouth, including new, changed, and deleted listings? If so, have you experienced any problems updating your white page directory listings database with BellSouth?
63. Have your white page directory listings been published by BAPCO in any of BellSouth's directories? If so, identify the directory(ies) in which your white page directory listings appear (by town or city).

**RESPONSE:** See response to Interrogatory No. 62.

- a. If the answer to the above is affirmative, were the white page directory listings published in accordance with your agreement? If not, explain why not and identify the problems, if any.

**RESPONSE:** See response to Interrogatory No. 62.

64. Has BellSouth included all of your white page directory listings in the appropriate white pages or alphabetical directories?

**RESPONSE:** See response to Interrogatory No. 62.

- a. If not, please explain why not and identify the problems, if any.

**RESPONSE:** See response to Interrogatory No. 62.

65. Have you requested BellSouth to deliver its directories to your subscribers? If so, has BellSouth complied? Please explain.

**RESPONSE:** The request to deliver directories is included in the Agreement but no specific requests for deliveries have been made.

66. Please explain your understanding of how BellSouth incorporates (or plans to incorporate) your white page directory listings into BellSouth's database.

**RESPONSE:** MFS's agreement with BAPCO provides only that MFS is to provide customer information, specified in the agreement in "a mutually acceptable format for use by BAPCO." Once that information is provided, MFS is not aware how MFS white page directory listings are incorporated into BST's database.

- a. What database does BellSouth use to incorporate your white page directory listings?

**RESPONSE:** See response to Interrogatory No. 66.

- b. What does BellSouth charge you to maintain the database identified in a.?

**RESPONSE:** The agreement with BAPCO does not provide for a charge.

67. Have you agreed with BellSouth on the appropriate lead time, timeliness, format, and content of listing information to be provided to BellSouth for publication of your white page directory listings?

**RESPONSE:** The agreement does not afford an opportunity to "agree" on the terms but rather directs what the terms are. In essence it is a "take it or leave it" situation.

- a. If the answer to the above is affirmative, please provide the lead time, timeliness, format, and content of listing information that you have agreed upon in your signed agreement.

**RESPONSE:** See 67.

- b. If the answer to the above is not affirmative, explain why not and identify the problems, if any.

**RESPONSE:** N/A

68. Has BellSouth provided you with a magnetic tape or computer disk containing the proper format for submitting subscriber listings?

- a. If so, explain why not and identify the problems, if any.

**RESPONSE:** MFS/WorldCom has been provided with an example.

- b. If not, is the format for submitting subscriber listings an industry-accepted format?

**RESPONSE: N/A.**

- c. If the answer to b. is affirmative, identify, define, and describe the format used.

**RESPONSE: N/A**

69. Does BellSouth distinguish your white page directory listings from its white page directory listings in BellSouth's directories or databases?

**RESPONSE: According to the Agreement, no.**

- a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and whether you agreed to allow BellSouth to distinguish between them.

**RESPONSE: N/A**

70. Does BAPCO distinguish your white page directory listings in any way from BellSouth's white page directory listings in BellSouth (BAPCO) directories or databases?

**RESPONSE: See response to Interrogatory No. 69.**

- a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and explain whether you agreed to allow BAPCO to distinguish between them.

**RESPONSE: See response to Interrogatory No. 69.**

71. Does BellSouth charge you for submitting white page directory listings? If so how much are you charged for this service?

**RESPONSE: No.**

72. Do you believe BellSouth and BAPCO have afforded the same level of confidentiality to your white page directory listings information as BellSouth and BAPCO affords to its own directory listing information?

- a. If not, explain why not and identify any problems.

**RESPONSE: The agreement with BAPCO provides that non-listed and non-published numbers are to be afforded confidentiality. MFS/WorldCom has no experience to determine whether BAPCO fulfills this obligation.**

73. Have you asked BellSouth to provide additional and/or optional white page director listings?

**RESPONSE:** No.

- a. If so, has BellSouth provided the additional and/or optional white page directory listings requested? If not, explain why not and identify the problems, if any.

**RESPONSE:** N/A

74. How does BellSouth handle your non-published telephone numbers?

**RESPONSE:** MFS/WorldCom does not have the information to respond to this.

75. Have you expressed any complaints or concerns to BellSouth regarding BellSouth's publishing of your white page directory listings information? If so, provide the following information:

**RESPONSE:** Not as of this date.

- a. Identify each complaint or concern, and provide an explanation of the nature of the complaint or concern.

**RESPONSE:** N/A.

- b. Has the complaint or concern identified in a. been resolved? If not, explain why not. If so, explain how the complaint or concern was resolved.

**RESPONSE:** N/A.

76. Section 271(c)(2)(B)(ix) and the rules promulgated by the FCC, require that BellSouth provide access to telephone numbers for assignment to the other telecommunication carrier's telephone exchange customers. Have you requested access to telephone numbers for assignment to our telephone exchange customers from BellSouth?

**RESPONSE:** Yes. MFS/WorldCom has requested an NXX block from BellSouth.

- a. If so, please provide the following information:
  - 1. the date the request was made; and
  - 2. the date BellSouth fulfilled the request.

**RESPONSE:** February 5, 1996 and April 5, 1996.

77. Do you believe BellSouth has provided you or other competing providers access to telephone numbers that is identical to the access that BellSouth provides to itself?

**RESPONSE:** MFS/WorldCom does not have sufficient information to respond to this.

- a. If not, please explain, in detail, how you believe the access to the telephone numbers differs.

**RESPONSE:** N/A

- 78. Have you requested access to telephone numbers for assignment to your telephone exchange customers that BellSouth could not provide?

**RESPONSE:** Not as of this date.

- a. If so, please provide a detailed explanation why BellSouth could not or did not fulfill the request.

**RESPONSE:** N/A

- 79. Did BellSouth charge you a fee for assignment or use of central office codes?

**RESPONSE:** No.

- a. If yes, what is the amount of the fee?

**RESPONSE:** N/A

- 80. Have you lodged any written or verbal complaints regarding the provision of access to telephone numbers?

**RESPONSE:** Not as of this date.

- a. If so, please provide the following information for each complaint:

- 1. the name of the entity you filed the complaint with;

**RESPONSE:** N/A

- 2. the details of the complaint, including the date filed; and

**RESPONSE:** N/A

- 3. the resolution, if any, of the complaint, including the date resolved.

**RESPONSE:** N/A

81. Section 271(c)(2)(B)(x) and the rules promulgated by the FCC require nondiscriminatory access to databases necessary for call routing and completion.

- a. Please define nondiscriminatory access to databases necessary for call routing and completion as used in Section 271(c)(2)(B)(x).

**RESPONSE:** No. MFS/WorldCom has not requested access to BellSouth databases. MFS/WorldCom has the interconnection agreement where BellSouth would accept 800/888 traffic and translate and route the call to the IXC for a tariffed charge.

- b. Have you made any requests for access to databases necessary for call routing and completion?

**RESPONSE:** See a.

- c. If the answer to b. is yes, please provide the following information for each entity that has required access to databases necessary for call routing and completion.

1. the name of the entity who made the request;

**RESPONSE:** N/A

2. each database the entity has requested access to; and

**RESPONSE:** N/A

3. when access was requested for each database.

**RESPONSE:** N/A

82. Rule 51.319(e)(2)(iii), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that have purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth.

- a. If you purchase local switching capability from BellSouth and you have requested access to its databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(2)(iii), C.F.R.?

**RESPONSE:** MFS/WorldCom has not purchased any and, thus, cannot respond to this inquiry.

- b. If the answer to a. is no, identify each database for which access was not provide din accordance with 51.319(e)(2)(iii), C.F.R. and explain why access was not provided in each instance.

**RESPONSE: N/A**

83. Rule 51.319(e)(2)(iv), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows the requesting carrier to provide any call-related, database-supported services to customers serviced by the requesting telecommunications carrier's switch.

- a. If you have deployed your own switch and you have requested access to BellSouth's databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(2)(iv), C.F.R.?

**RESPONSE: No.**

- b. If the answer to a. is no, identify each database for which access was not provided in accordance with 51.319(e)(2)(iv), C.F.R. and explain why access was not provided in each instance.

84. Rule 51.319(e)(2)(vi) requires BellSouth to provide a requesting telecommunications carrier with access to call-related databases in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those databases in which it is currently providing access to you?

**RESPONSE: The information to respond to this would be available from BellSouth.**

85. Section 271(c)(2)(B)(x) and the rules promulgated by the FCC require nondiscriminatory access to associated signaling necessary for call routing and completion.

- a. Please define nondiscriminatory access to associated signaling necessary for call routing and completion as used in Section 271(c)(2)(B)(x).

**RESPONSE: See response to Interrogatory No. 51.**

- b. Have you requested access to signaling networks necessary for call routing and completion from BellSouth?

**RESPONSE: Not yet.**

- c. If the answer to b. is yes, please provide the following information:

1. each signaling network for which you have requested access; and

**RESPONSE: N/A**

2. When access was requested for each signaling network.

**RESPONSE: N/A**

86. Rule 51.319(e)(1)(ii), C.F.R. requires that when a requesting telecommunications carrier purchases unbundled switching capability from BellSouth, that BellSouth will provide access to its signaling network from that switch in the same manner in which BellSouth obtains such access itself.

- a. If you purchase unbundled switching capability from BellSouth and you have requested access to signaling networks necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(1)(ii), C.F.R.?

**RESPONSE: N/A**

- b. If the answer to a. is no, identify each signaling network that access was not provided in accordance with 51.319(e)(1)(ii), C.F.R. and explain why access was not provided in each instance.

**RESPONSE: N/A**

87. Rule 51.319(e)(1)(iii), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with its own switch facilities access to BellSouth's signaling network for each of the requesting telecommunications carrier's switches. This rule also indicates that this connection shall be made in the same manner as BellSouth connects one of its own switches to a signal transfer point.

- a. If your company has deployed its own switch and your company has requested access to BellSouth's signaling network necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(1)(iii), C.F.R.?

**RESPONSE: Yes, BST has provided SS7 interconnection.**

- b. If the answer to (a) is no, identify each database that access was not provided in accordance with 51.319(e)(1)(iii), C.F.R. and explain why access was not provided in each instance.

**RESPONSE: N/A**



88. Does your company interpret the competitive checklist item (x) : Section 271(c)(2)(B) of the Telecommunications Act of 1996 to include requirements listed in 51.319(e)(3), C.F.R., for System Management Systems? Please explain.

**RESPONSE:** Yes. These requirements would have to be included, otherwise there would not be a "seamless" network.

89. FCC rule 51.319(e)(3)(B) requires BellSouth to provide a requesting telecommunications carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

- a. Has your company made any requests for information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

**RESPONSE:** Not at this time.

- b. If the answer to question a. is yes, has BellSouth provided the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

**RESPONSE:** N/A

- c. If the answer to question b. is no, please explain why this information was not provided.

**RESPONSE:** N/A

90. Rule 51.319(e)(3)(C), C.F.R. requires BellSouth to provide a requesting telecommunications carrier the same access to design, create, test, and deploy Advanced Intelligent Network-based service at the service management system, through a service creation environment that BellSouth provides itself.

- a. Have you requested access to design, create, test or deploy Advanced Intelligent Network-Based service at the service management system?

**RESPONSE:** Not at this time.

- b. If the answer to question a. is yes, has BellSouth provided the same access to design, create, test and deploy advanced Intelligent Network-based service at the service management system, through a service creation environment, the BellSouth provides itself.

**RESPONSE: N/A**

- c. If the answer to question b. is no, please explain in detail why you believe BellSouth has not provided the same access.

**RESPONSE: N/A**

91. Rule 51.319(e)(3)(E), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with access to service management systems in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those service management systems it is currently providing access to you?

**RESPONSE:** The information necessary for the Commission to determine if BellSouth is complying with Section 222 would be available from BellSouth.

92. Section 271(c)(2)(B)(xi) requires that until the date by which the Commission issues regulations pursuant to Section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, be provided with as little impairment of functioning, quality, reliability, and convenience as possible.

- a. Have you requested number portability service from BellSouth pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:

**RESPONSE:** No, the ordering of this service and performance will be tested in the unbundled loop pilot test. At this early stage of the roll-out MFS/WorldCom is unaware of the types of number portability offered by BellSouth in Florida. Pricing is negotiated and is listed in our interconnection agreement. At this early stage of the roll-out MFS/WorldCom is unaware of any limitations with the BellSouth number portability product.

1. the date you requested this service;
2. the type of number portability measures BellSouth uses to provide number portability to your company;

**RESPONSE:** See a.

3. the discount rate for BellSouth charges for number portability; and

**RESPONSE:** The MFS/BST interconnection agreement provides for the following flat-rate interim number portability ("INP") charges subject to further regulatory action on cost recovery:

- Business INP monthly cost recovery will be \$2.25 per line, including 10 calls paths, and \$0.50 per additional path beginning at the 11th path;
  - Residence INP monthly recurring cost recovery will be \$1.15 for the first line, including 6 paths, and \$0.50 per additional path.
4. any conditions or limitations that BellSouth has imposed on the service identified in (b).

**RESPONSE:** MFS' interconnection agreement does not impose any conditions on interim number portability. MFS is aware that BST has an October 31, 1996 tariff "E22. Services for Alternative Local Exchange Companies" which has limitations on interim number portability.

93. Have you expressed any complaints or concerns to BellSouth about how it provides number portability pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:

**RESPONSE:** No. At this early stage of the roll-out WorldCom cannot anticipate what, if any problems will be encountered. We can give examples of issues in the Georgia market if appropriate.

- a. an explanation of the nature of the complaint or concern; and

**RESPONSE:** N/A

- b. whether the complaint or concern has been resolved. If so how. If not, why not.

**RESPONSE:** N/A

94. Has BellSouth refused to provide you with number portability pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:

**RESPONSE:** Not at this time.

- a. the reason or reasons why BellSouth has refused to provide you with the number portability;

**RESPONSE:** N/A

95. Section 271(c)(2)(B)(xii) requires nondiscriminatory access to services or information necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

a. Please define "nondiscriminatory access" as used in this section of the Act.

**RESPONSE:** See response to Interrogatories Nos. 51 and 31.

96. Refer to Section 251(b)(3) of the Act. This section of the act concludes that each telecommunications carrier has the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays. According to Section 3(15) of the Act, dialing parity means "that a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications services provider of the customer's designation from among 2 or more telecommunications services providers (including such local exchange carrier)."

a. Based on the Act's definition of dialing parity, to your knowledge, has BellSouth provided local dialing parity to competing providers of telephone exchange service? If so, list the competing carriers.

**RESPONSE:** MFS/WorldCom does not have information to answer this.

b. Based on the Act's definition of dialing parity, has BellSouth, to your knowledge, provided local dialing parity to competing provider of telephone toll service? If so, list the competing carriers.

**RESPONSE:** MFS/WorldCom is without knowledge to respond to this.

97. In FCC Order 96-333, the FCC's Second Report and Order issued August 8, 1996, the FCC concluded that section 251(b)(3) requires LECs to provide dialing parity to providers of telephone exchange or toll service with respect to all telecommunications services that require dialing to route a call and encompasses international, interstate, intrastate, local and toll services.

a. Has BellSouth complied with this requirement in terms of encompassing international, interstate, intrastate, local and toll services? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** MFS/WorldCom has no information to enable a response.

206

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order.

**RESPONSE:** N/A

98. Utilizing the full 2-PIC presubscription method as required by FCC Order 96-333, has BellSouth completed its implementation of intraLATA and interLATA toll dialing parity in Florida?

- a. If not, explain in detail the status, including the anticipated completion date, of BellSouth's implementation of intraLATA and interLATA toll dialing parity in Florida.

**RESPONSE:** MFS/WorldCom does not have this information.

99. Rule 51.217(c)(1), C.F.R. provides that a LEC shall permit competing providers to have access to telephone numbers that are identical to the access that the LEC provides to itself.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rule?

**RESPONSE:** It is too early to be able to respond to this.

- b. If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** N/A

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

100. Rule 51.217(c)(2), C.F.R. provides that a LEC must permit telephone service customers to connect to the operator services offered by that customer's chosen local service provider by dialing "0", or "0" plus the desired telephone number, regardless of the identity of the customer's local telephone service provider.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** It is too early for MFS/WorldCom to be able to respond to this.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

101. FCC Rule 51.217(c)(3)(i) provides that a LEC shall permit competing providers to have access to its directory assistance services so that any customer of a competing provider can obtain directory listings, except for unlisted numbers, on a nondiscriminatory basis, notwithstanding the identity of the customer's local service provider, or the identity of the provider for the customer whose listing is requested. The Order (FCC-333) at page 14 concludes that nondiscriminatory access to directory assistance means that LECs that provide directory assistance must permit access to this service to competing providers that is at least equal in quality to the access that the LEC provides to itself.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules and Order? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** See response to Interrogatory No. 100.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules and Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

102. Rule 51.217(c)(3)(ii), C.F.R. provides that a LEC shall provide directory listings to competing providers in readily accessible magnetic tape or electronic formats in a timely fashion upon request.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** See response to Interrogatory No. 100.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

103. Rule 51.217(c)(3)(iii), C.F.R. provides that a LEC shall not provide access to unlisted telephone numbers, or other information that its customer has asked the LEC not to make available. The LEC shall ensure that access is permitted only to the same directory information that is available to its own directory assistance customers.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rule? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** See response to Interrogatory No. 100.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

104. Rule 51.217(c)(3)(iv), C.F.R. provides that operator services and directory assistance services must be made available to competing providers in their entirety, including access to any adjunct features (e.g., rating tables or customer information databases) necessary to allow competing providers full use of these services.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rule? If not, explain in detail how BellSouth is not in compliance.

**RESPONSE:** See response to Interrogatory No. 100.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this Portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

105. Rule 51.217(d), C.F.R. provides that the refusal of a LEC to comply with the reasonable request of a competing provider that the LEC rebrand its operator services and directory assistance, or remove its brand from such service, creates a presumption that the providing LEC is unlawfully restricting access to its operator services and directory assistance.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules?

**RESPONSE:** N/A as to MFS/WorldCom.

- b. If your answer to part a. is yes, has BellSouth rebutted this presumption by demonstrating that it lacks the capability to comply with the competing provider's request? If yes, explain in detail why BellSouth lacks the capability to comply with the competing provider's request.

**RESPONSE: N/A**

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE: N/A**

106. The FCC's Order at paragraph 15 concludes that section 251(b)(3)'s requirement of nondiscriminatory access and its prohibition of unreasonable dialing delays applies to both the provision of local and toll dialing parity. Also, it concludes that the dialing delay experienced by customers of a competing provider should not be greater than that experienced by customers of a LEC providing dialing parity or nondiscriminatory access, for identical calls or call types.

- a. Has BellSouth complied with the requirements of this portion of the FCC's order?

**RESPONSE: MFS/WorldCom does not have the information to respond to this BellSouth should have the necessary data and reports.**

- b. If no to part a., explain in detail how BellSouth is not in compliance.

**RESPONSE: N/A**

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE: N/A**

107. The FCC's Order at paragraph 15 concludes that the obligation of section 251(b)(3) of the Act, to avoid unreasonable dialing delays, places a duty on LEC's that provide dialing parity, or nondiscriminatory access to operator services or directory assistance, to process all calls from competing providers on the same terms as calls from its own customers.

- a. Has BellSouth complied with the requirements of this portion of the FCC's order?

**RESPONSE: Don't know.**

- b. If no to part a., explain in detail how BellSouth is not in compliance.

**RESPONSE: N/A**



- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

108. Section 271(c)(2)(B)(xii) states the access and interconnection provided or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

- a. Has BellSouth complied with the requirements of this section?

**RESPONSE:** See response to Interrogatory No. 106.

- b. If the answer to part a. is no, explain in detail how BellSouth is not in compliance?

**RESPONSE:** N/A

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the Act. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**RESPONSE:** N/A

109. Section 251(b)(5) defines the ILEC's responsibilities with respect to reciprocal compensation as the duty to establish such arrangements for the transport and termination of telecommunications. Section 271(c)(2)(B)(xiii) requires that access offered by BellSouth include reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2), the pricing standards for transport and termination of traffic. The following interrogatories address the extent to which BST has complied with the requirements of Section 252(d)(2) which require that the terms and conditions for reciprocal compensation be just and reasonable.

- a. Have you requested transport and termination arrangements from BST?

**RESPONSE:** Yes.

- b. If the answer to a. is affirmative, state whether you provide wireline or wireless service, or both, and state whether you are certificated in the state of Florida.

**RESPONSE:** MFS provides wireline service and is certificated.

- c. If the answer to a. is affirmative, state whether you have established transport and termination arrangements pursuant to an arbitrated or negotiated agreement, and whether you are operating pursuant to the terms and conditions of that agreement.

**RESPONSE:** Pursuant to negotiated agreement, the reciprocal local traffic transport and termination rate is \$0.009 per minute of use.

- d. If the answer to c. is affirmative, identify the rate for transport and termination established in your agreement, and describe the terms and conditions for reciprocal compensation in your agreement.

**RESPONSE:** See response to 109(c). The rate applies only to local traffic, and not to switched exchange access service or intraLATA toll traffic. WorldCom believes BellSouth is not in compliance with our interconnection agreement with respect to reciprocal compensation for local traffic. Please see the attached correspondence.

- e. If the answer to c. is affirmative, state whether the terms and conditions for reciprocal compensation in that agreement adequately provide for recovery of the additional costs associated with the transport and termination of BST's calls on your network.

**RESPONSE:** Yes.

- f. If the answer to e. is not affirmative, explain why you believe that the terms and conditions for reciprocal compensation in that agreement do not provide for the recovery of the additional costs associated with the transport and termination of BST's calls on your network.

**RESPONSE:** N/A.

- g. Do you believe the terms and conditions for reciprocal compensation as contained in your agreements are just and reasonable? Please explain.

**RESPONSE:** The Telecommunications Act requires reciprocal compensation and MFS believes its negotiated rate is adequate. MFS believes, however, that the reciprocal compensation rate in its agreement overcompensates BST for its costs associated with transport and termination of local traffic. In addition, MFS notes that this negotiated rate has neither been subjected to this Commission's TSLRIC costing standard, or the FCC's TELRIC costing standard. Consequently, MFS is unable to determine if the rate complies with either of these standards.

✕



MFS Communications Company, Inc.  
Regulatory Group  
33 Whitehall Street, 19th Floor  
New York, New York 10004  
TEL (212) 843-3085  
FAX (212) 843-3080

SUPPLEMENTAL RESPONSE TO STAFF INTERROGATORY  
NO. 109 TO WORLDCOM. Page 1 of 3

August 28, 1997

Via Facsimile and Mail

Mr. Ernest L. Bush  
Assistant Vice President  
Regulatory Policy and Planning  
BellSouth Telecommunications Inc.  
875 West Peachtree Street, N.E.  
Atlanta, GA 30375

Re: Local Terminating Compensation for delivery of Enhanced Service Provider Traffic

Dear Mr. Bush:

I am in receipt of your letter dated August 12, 1997 regarding Enhanced Service Provider (ESP) Traffic. Be advised that MFS completely disputes your characterization that traffic terminated to Telephone Exchange Services purchased by ESPs, including Internet Service Providers, falls outside the category of "local traffic" subject to reciprocal compensation pursuant to the terms of our interconnection agreements and the Telecommunications Act of 1996.

As a matter of law and fact, a telephone call is "terminated" when it is delivered to the Telephone Exchange Service to which the called telephone number is assigned. When the called telephone number is associated with a Rate Center within the local calling area of the calling party number, that call is considered "local". There is no relevant law or regulation allowing for a deviation from this basic principle in those instances where the called telephone number happens to be assigned to a Telephone Exchange Service purchased by an ESP.

Through your August 12th letter, BellSouth appears to be unilaterally attempting to redefine not only the applicable law relative to ESP traffic, but also the terms of the interconnection agreements that BellSouth voluntarily entered into with MFS in both Florida and Georgia. Section 1.4 of each agreement defines local traffic as follows:

"LOCAL TRAFFIC" refers to calls between two or more Telephone Exchange Service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized areas."

Section 6.8 of each agreement provides that BellSouth and MFS will provide reciprocal compensation to each other for all local traffic. Calls from a BellSouth end user to an ESP utilizing the Telephone Exchange Services of MFS Interlocut certainly meet the definition of local traffic as agreed to by BellSouth as long as the NPA NXX of both users are associated with the same local calling area. There is absolutely nothing in the agreements that supports BellSouth's new and self-serving interpretation that certain local calls (those to ESPs) can be treated differently, nor does the agreed-to definition of local traffic provide any exemption for ESP traffic.

2

Any attempt by BellSouth to withhold any payments of billed reciprocal compensation charges in prior, current or future periods, on the basis stated in your letter, will be considered by MFS as a direct violation of the letter and spirit of our Interconnection Agreements and the Act. Such actions would cause severe and irreparable harms to MFS, its customers and to the development of local competition in BellSouth's territory. For these reasons, MFS insists that BellSouth immediately retract and not act upon your letter of August 12, lest MFS be forced to seek relief through regulatory or legal channels.

Sincerely,



Alex J. Harris  
Vice President, Regulatory Affairs

cc: R. Heitmann  
G. Ball  
B. Sulmonetti  
K. Dundon

109



BellSouth Telecommunications, Inc.  
Room 4428  
875 West Peachtree Street, N.E.  
Atlanta, Georgia 30378

404 527-7150  
Fax 404 430-8111  
Internet: Etnell.L.Bush  
@bridges.bellsouth.com

ERNEST L. BUSH  
Assistant Vice President -  
Regulatory Policy & Planning

SN91081223

August 12, 1997

To: All Competitive Local Exchange Carriers  
Subject: Enhanced Service Providers (ESPs) Traffic

The purpose of this letter is to call to your attention that our interconnection agreement applies only to local traffic. Although enhanced service providers (ESPs) have been exempted from paying interstate access charges, the traffic to and from ESPs remains jurisdictionally interstate. As a result, BellSouth will neither pay, nor bill, local interconnection charges for traffic terminated to an ESP. Every reasonable effort will be made to insure that ESP traffic does not appear on our bills and such traffic should not appear on your bills to us. We will work with you on a going forward basis to improve the accuracy of our reciprocal billing processes. The ESP category includes a variety of service providers such as information service providers (ISPs) and internet service providers, among others.

On December 24, 1996, the Federal Communications Commission (FCC) released a Notice of Proposed Rule Making (NPRM) on interstate access charge reform and a Notice of Inquiry (NOI) on the treatment of interstate information service providers and the Internet, Docket Nos. 96-262 and 96-263. Among other matters, the NPRM and NOI addressed the information service provider's exemption from paying access charges and the usage of the public switched network by information service providers and internet access providers.

Traffic originated by and terminated to information service providers and internet access providers enjoys a unique status, especially call termination. Information service providers and internet access providers have historically been subject to an access charge exemption by the FCC which permits the use of basic local exchange telecommunications services as a substitute for switched access service. The FCC will address this exemption in the above-captioned proceedings. Until any such reform effecting information service providers and internet access providers is accomplished, traffic originated to and terminated by information service providers and internet access providers is exempt from access charges. This fact, however, does not make this interstate traffic "local", or subject it to reciprocal compensation agreements.

Please contact your Account Manager or Marc Cathey (205-977-2311) should you wish to discuss this issue further. For a name or address change to the distribution of this letter, contact Eithlyn Pugh at 205-977-1124.

Sincerely,

215

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Frank R. Hoffman**

**PARTY: Teleport**

**DESCRIPTION:**

1. August 8, 1997 Deposition Transcript - Page  
1
2. Late Filed Deposition Exhibit No. 1 - Page 58

**PROFFERING PARTY: STAFF**

**I.D. # FH-1**

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TP EXHIBIT NO. 118 <sup>COMP</sup>  
COMPANY/ STAFF  
WITNESS: STAFF  
DATE 9/2/97



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION.

3 In Re: Consideration of )  
BellSouth Telecommunications ) DOCKET NO. 960786-TL  
4 Inc.'s entry into interLATA services )  
pursuant to Section 271 of the Federal )  
5 Telecommunications Act of 1996. )

6  
7 DEPOSITION OF:

FRANK HOFFMAN

8 TAKEN AT THE  
9 INSTANCE OF:

THE STAFF OF THE FLORIDA  
PUBLIC SERVICE COMMISSION

10 PLACE:

GERALD L. GUNTER BUILDING  
ROOM 262  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA

11  
12  
13 TIME:

COMMENCED AT 2:00 P.M.  
CONCLUDED AT 3:45 P.M.

14 DATE

AUGUST 8, 1997

15 REPORTED BY:

NANCY S. METZKE, RPR, CCR  
C & N REPORTERS  
POST OFFICE BOX 3093  
TALLAHASSEE, FLORIDA 32315

16  
17  
18  
19  
20 C & N REPORTERS  
REGISTERED PROFESSIONAL REPORTERS  
POST OFFICE BOX 3093  
21 TALLAHASSEE, FLORIDA 32315-3093  
22 (850) 385-5501 / FAX (850) 422-3567  
23

24 BUREAU OF REPORTING

25 RECEIVED 8-11-97

## 1 APPEARANCES:

2 CHARLES PELLEGRINI, ESQUIRE, Florida Public  
3 Service Commission, 2540 Shumard Oak Boulevard, Room 370,  
4 Tallahassee, Florida 32399.

5 WILLIAM B. WILLINGHAM, ESQUIRE, TCG, Rutledge,  
6 Ecenia, Underwood, Purnell & Hoffman, P.A., 215 South  
7 Monroe Street, Suite 420, Tallahassee, Florida 32301.

8 PHILIP J. CARVER, ESQUIRE, BellSouth, 675 West  
9 Peachtree Street, Atlanta, Georgia.

10 MARSHA RULE, ESQUIRE, AT&T, (by phone) 101 N.  
11 Monroe Street, Suite 700, Tallahassee, Florida 32301.

12 CHARLES F. DUDLEY, ESQUIRE, (by phone), Florida  
13 Cable Telecommunications Association, 310 North Monroe  
14 Street, Tallahassee, Florida 32301.

15 NORMAN H. HORTON, ESQUIRE, (by phone), WorldCom,  
16 Messer, Caparello, Madsen, Goldman & Metz, Post Office Box  
17 1876, Tallahassee, Florida 32302-1876.

18

## 19 ALSO PRESENT:

20

21 MARY ROSE SIRIANNI, FPSC Staff.

22

23 ROBIN NORTON, FPSC Staff.

24

25 NANCY SIMS, BellSouth.

26

27 PAUL KOUROUPAS, (by phone), TCG.

28

29 MICHAEL McRAE, (by phone), TCG.

30

31

32

33

34

35



## STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

## I N D E X

## PAGE NO.

STIPULATION . . . . .	3
ERRATA SHEET . . . . .	54
CERTIFICATE OF DEPONENT . . . . .	55
CERTIFICATE OF OATH . . . . .	56
CERTIFICATE OF REPORTER . . . . .	57

## WITNESS

FRANK HOFFMAN

Examination by Ms. Pellegrini . . . . .	7
Examination by Mr. Carver . . . . .	34

## EXHIBITS

NUMBER

IDENTIFIED

1	(Late-filed) Correspondence with BellSouth concerning problems . . . . .	43
---	---	----

P R O C E E D I N G S

MR. PELLEGRINI: This is the deposition of Frank Hoffman taken by the Florida Public Service Commission staff on August 8th, 1997. We'll take appearances at this time.

MR. WILLINGHAM: Bill Willingham, law firm of Rutledge, Ecenia, Underwood, Purnell & Hoffman on behalf of TCG.

MR. PELLEGRINI: Charles Pellegrini, Public Service Commission staff. With me are staff analysts Mary Rose Sirianni and Robin Norton.

MR. HORTON: This is Norman H. Horton, Jr., Messer, Caparello and Self on behalf of WorldCom.

MR. DUDLEY: This is Charles Dudley, D-u-d-l-e-y, on behalf of Florida Cable Telecommunications Association.

MR. PELLEGRINI: Do any of the parties object to the usual stipulations?

MR. WILLINGHAM: We don't.

MR. PELLEGRINI: No objections?

(NO RESPONSE)

MR. PELLEGRINI: All right.

\* \* \* \*

1 Whereupon,

2 FRANK HOFFMAN

3 was called as a witness by the FPSC Staff and, after being  
4 first duly sworn, was examined and testified as follows:

5

6 DIRECT EXAMINATION

7 BY MR. PELLEGRINI:

8 Q Mr. Hoffman, would you please state your full  
9 name and business affiliation for the record, please?

10 A My name is Frank Hoffman, Jr. I am the regional  
11 director of carrier relations with Teleport Communications  
12 Group.

13 Q And where is that located?

14 A I am located in Baltimore, Maryland.  
15 Headquarters is in Dayton, New Jersey.

16 Q All right. Mr. Hoffman, let me begin by asking  
17 you a series of questions, somewhat generic questions. Has  
18 TCG requested from BellSouth access to any unbundled  
19 network elements?

20 A Not that I'm aware of.

21 Q Would you not be in a position to be aware of  
22 that activity had it occurred?

23 A If it has happened, it's probably happened in the  
24 very near future. Not to my knowledge, no.

25 Q In the very recent future you mean? Oh, it will

1 happen in the very near future?

2 A Yes, we will, but I'm not informed as of this  
3 point as to whether we have or not.

4 Q Has TCG requested from BellSouth any services for  
5 resale?

6 A No.

7 Q Does TCG have plans to do so?

8 A Not to my knowledge.

9 Q Okay. Let's go off the record for a moment, if  
10 you don't mind.

11 A That's fine.

12 (DISCUSSION OFF THE RECORD)

13 MR. PELLEGRINI: Let's go back on the record.

14 Phil, do you want to make an appearance at this time?

15 MR. CARVER: Yeah. Phillip Carver on behalf of  
16 BellSouth, 675 West Peachtree Street, Atlanta, Georgia.

17 BY MR. PELLEGRINI:

18 Q Mr. Hoffman, you have your rebuttal testimony  
19 before you, do you not?

20 A Yes.

21 Q In your rebuttal testimony you cite four specific  
22 problems that Teleport has experienced with BellSouth with  
23 respect to interconnection; isn't that correct?

24 A Yes.

25 Q And you identify the first problem as a failure

1 on BellSouth's part to properly size the interconnection  
2 trunks provided to Teleport and that that results in a  
3 blockage of calls to Teleport's customers from BellSouth's  
4 customers; is that correct?

5 A Yes.

6 Q Tell me, when did you learn that this was  
7 happening?

8 A It became a problem to the extent that it was  
9 raised with BellSouth in March, April of this year. Our  
10 customer base had grown to a level that blocking was  
11 beginning to be experienced on a rather high level through  
12 experience with customer complaints, that their customers  
13 were calling them stating that they were not able to get  
14 through to them.

15 Q Can you quantify that level of customer  
16 complaint?

17 A I'm sorry, could you give me a little more  
18 information as to what you mean by quantify?

19 Q Well, I think you described it, the level as a  
20 high level of customer complaints. I think that was the  
21 phrase you used.

22 A Maybe I should use increased. No, I cannot give  
23 an exact example.

24 Q Can you give a rough approximation of what that  
25 number might be?

1           A     No, I can't. Not at this time.

2           Q     Is blockage occurring everywhere that Teleport  
3 has interconnection?

4           A     By that do you mean outside of Florida? Florida  
5 is all I can really speak to today.

6           Q     No, just Florida.

7           A     It's a pervasive problem throughout the South  
8 Florida LATA, which is the one LATA that TCG is currently  
9 in operation in.

10          Q     But you can't describe the amount and frequency  
11 of congestion and blockage in any quantitative terms at  
12 this time; is that correct?

13          A     Correct.

14          Q     On page 4 of your testimony, there you state that  
15 there is nothing that Teleport can do to overcome  
16 BellSouth's refusal to properly operate in its half of  
17 those jointly provisioned calls; is that correct?

18          A     Correct.

19          Q     What are you suggesting here? Are you suggesting  
20 that BellSouth is deliberately trying to sabotage your  
21 efforts to serve your customers?

22          A     I can't comment as to their intent. All I can  
23 really comment on is their behavior, and their behavior to  
24 date has been to route all of their traffic through their  
25 tandem switch as opposed to establishing direct end-office



1 connections.

2 Q Is that contrary to what your expectations might  
3 have been at some earlier time?

4 A Yes.

5 Q What were your earlier expectations?

6 A My expectations, as detailed in the agreement, is  
7 that the trunking will be reciprocal and that if TCG puts  
8 in ten trunks to BellSouth's tandem, my expectation is that  
9 BellSouth will place ten trunks back to me from their  
10 tandem; and if I put in ten trunks to a specific BellSouth  
11 end office, my expectation is that BellSouth will, again,  
12 reciprocate, as stated in the agreement, and place ten  
13 end-office direct trunks back to me.

14 What is happening is, to use the same figures as  
15 an example, TCG may hypothetically place ten trunks to the  
16 access tandem to terminate traffic to BellSouth and ten  
17 trunks to a specific end office to terminate traffic. What  
18 BellSouth will do to reciprocate is to place 20 tandem  
19 routed trunk groups back to me, so they always route their  
20 traffic through the tandem.

21 Q And that I understand you to say is, in your  
22 understanding at least, in violation of the interconnection  
23 agreement?

24 A Correct.

25 Q Are you then saying that it is completely within

1 BellSouth's capabilities to correct the blockage problem  
2 that Teleport is experiencing?

3 A Yes.

4 Q And that it simply refuses to do so?

5 A That has been my experience to date, yes.

6 Q And for reasons that you're unaware of  
7 apparently?

8 A Correct.

9 Q Do you know of any other ALECs providing local  
10 service over their own facilities that may be experiencing  
11 the same problem, same blockage problem as Teleport is  
12 apparently experiencing?

13 A No, I do not.

14 Q Have you attempted to determine whether or not  
15 other ALECs are experiencing these same problems?

16 A No, I have not.

17 Q You noted in your testimony, Mr. Hoffman, that  
18 BellSouth and other incumbent LECs in Florida have  
19 established interconnection trunks for the exchange of  
20 local EAS traffic for some years, for some number of years?

21 A Are you referring to GTE?

22 Q Yeah.

23 A Yes.

24 Q Let me ask you this, are you familiar with the  
25 various types of interconnection available to mobile

1 carriers under tariff?

2 A Yes, I'm aware that it is available, yes.

3 Q Well, why do you suppose there is such difficulty  
4 as you describe with providing local interconnection trunks  
5 to Teleport with that in mind?

6 A I can't answer that question. That would  
7 probably be best for BellSouth. I would simply be  
8 speculating.

9 Q Then you wouldn't be able to explain the  
10 distinction that BellSouth might draw between the provision  
11 of trunking facilities for mobile carriers and for  
12 Teleport?

13 A Correct.

14 Q Is local traffic for Teleport growing?

15 A Yes.

16 Q Can you give us some idea of how much?

17 A Not today, no, I couldn't. I couldn't give a  
18 percentage of growth at this time.

19 Q Have you been adding interconnection trunks over  
20 the last 12 months?

21 A Yes.

22 Q Steadily over the last 12 months?

23 A I couldn't answer that. I just don't know.

24 Q On page 7 of your rebuttal testimony you state  
25 that even when BellSouth properly sizes interconnection

1 trunks that it does not grow them enough to handle  
2 increased traffic flow; is that correct?

3 A Yes.

4 Q What do you mean by BellSouth does not grow them  
5 enough? The term "grow," what does that mean?

6 A In other words, if we currently have X-number of  
7 trunk groups between our companies and we add an additional  
8 five or an additional ten, that that does not always  
9 necessarily make up for the lack of facilities causing the  
10 blocking. In fact, the trunk groups between our two  
11 networks could be grown by a factor of a thousand and still  
12 possibly not address the blocking issue because the other  
13 part of the transport facility that must be taken into  
14 consideration is the BellSouth interoffice facilities  
15 between their end office and their tandem. Those are  
16 facilities that are engineered, forecast and provisioned by  
17 BellSouth irrespective of my activity. In other words, if  
18 I put in a thousand trunk groups from me to BellSouth and  
19 BellSouth reciprocates with a thousand trunks from them to  
20 me but between a particular end office and their access  
21 tandem, if they only have five trunks, then only five  
22 trunks worth of calls will traverse from that end office to  
23 the access tandem; and the number of trunks that I have put  
24 in between myself and BellSouth will never affect that part  
25 of the transmission pattern.

1           Q     At that same place, on page 7, you go on to say  
2 that you are aware of this, that is, that BellSouth does  
3 not properly grow them enough to handle increased traffic  
4 flow. You say that you're aware of this based on what  
5 happens when a new trunk group is added in that it  
6 immediately fills to capacity; is that correct?

7           A     Yes.

8           Q     Do you know whether BellSouth agrees that that is  
9 what is happening?

10          A     No, I do not.

11          Q     Do you know whether BellSouth can measure the  
12 level of blockage?

13          A     I do not know. I assume they can, but I can't  
14 answer that question for them.

15          Q     You've not had discussions with BellSouth in  
16 which you might have been able to determine whether or not  
17 they have that capability?

18          A     I met with BellSouth May the 6th in Ft.  
19 Lauderdale to discuss this very issue of blocking, and I do  
20 not recollect anyone from BellSouth mentioning specific  
21 recording capabilities, as to whether they could  
22 specifically measure my traffic separate from other traffic  
23 that they are carrying and specifically tell me how much of  
24 my traffic is being blocked.

25          Q     Was the purpose of that meeting, the meeting that

1 you just described, to discuss the blockage problem?

2 A Yes.

3 Q Explain, Mr. Hoffman, step by step what Teleport  
4 has done in an effort to correct this problem beginning  
5 from the very first -- from the very beginning when you  
6 discovered the problem, what you asked BellSouth to do and  
7 how BellSouth responded and how matters stand at the  
8 moment. But before you answer, I believe some additional  
9 people have joined us. Could you identify yourselves,  
10 please?

11 MR. KOUROUPAS: Hi, this is Paul Kouroupas and  
12 Michael McRae with Teleport Communications Group. Is this  
13 the deposition of Frank Hoffman?

14 MR. PELLEGRINI: Yes, it is.

15 MR. KOUROUPAS: Okay.

16 MS. RULE: Charlie, this is Marsha Rule for AT&T.  
17 I have been here for a while.

18 MR. PELLEGRINI: All right. Any other  
19 latecomers?

20 (NO RESPONSE)

21 BY MR. PELLEGRINI:

22 Q Okay. Mr. Hoffman, do you recall the question?

23 A Yes. The issue of blocking I believe became a  
24 readily apparent issue in the March, April time frame.  
25 Initially, TCG attempted to correct the problem within our

1 networks to ensure that the blockage was not occurring on  
2 our side of the facilities. We determined that that was  
3 not where the blocking was occurring, and we brought the  
4 issue to the attention of BellSouth. BellSouth --

5 Q Excuse me, can you be specific about how you  
6 brought, to whose attention you brought the problem?

7 A I was not involved with that part of the issue.  
8 I would only be speculating as to who was actually called.

9 Q All right.

10 A I know that the individual responsible from  
11 BellSouth who appeared at the meeting I was at in May was  
12 Keith Andrews. I believe he is a director with BellSouth.

13 At the meeting, BellSouth stated that part of the  
14 blocking issue was related to incorrect translations that  
15 BellSouth had performed in its end office or end-office  
16 switches and that that had been corrected. The remainder  
17 of the blocking or items attributable to the blocking was  
18 the requirement to augment the trunks, specifically between  
19 BellSouth and TCG. That to my understanding was done, but  
20 as soon as the trunks were put in, when you get to the busy  
21 hour during the day, those trunks would fill up. And it is  
22 our assumption if the trunks from BellSouth to TCG are  
23 filled to capacity that blocking must be happening. In  
24 addition to our customers' customers complaining to our TCG  
25 end users that they are not able to reach them.

1           Q     What then is the present status of your talks  
2 with BellSouth on this problem?

3           A     My understanding is that it is an ongoing issue,  
4 that as early as two weeks ago a couple of customers have  
5 called to complain regarding blocking, and that in our  
6 bimonthly performance meeting between TCG and BellSouth  
7 that this is an item for discussion that has been placed on  
8 the agenda by the operations director of TCG because it is  
9 still an outstanding issue that he is experiencing problems  
10 with.

11          Q     BellSouth disputes your diagnosis that the cause  
12 of the problem is insufficient trunk size; is that correct?

13          A     If you state so, yes.

14          Q     No, no, I'm asking you whether that is your  
15 understanding.

16          A     Oh, I'm sorry, I thought you were quoting from  
17 some written testimony.

18          Q     No.

19          A     No, to my understanding from the meeting I had  
20 with BellSouth was that the two issues were insufficient  
21 trunk size and the incorrect translations.

22          Q     Then BellSouth does not maintain that Teleport  
23 customers do not experience significant traffic congestion  
24 or blocked calls?

25          A     I believe it is BellSouth's assertion that they



1 are providing service to TCG which is on an equitable basis  
2 to service they provide to everyone else. I have not  
3 specifically heard them make the statement that you just  
4 made.

5 Q Do you understand that BellSouth has agreed to  
6 continue investigating this source and solution to the  
7 problem?

8 A Yes, it is an ongoing issue that we are both  
9 working through.

10 Q Has Teleport filed a complaint with this  
11 Commission?

12 A No.

13 Q Why not?

14 A I believe we are trying to work the issue out  
15 between the parties at this point still.

16 Q That must mean then that you have a reasonable  
17 expectation of a solution to this problem in the near  
18 future?

19 A Our hope is that in the near future we can  
20 convince BellSouth to adequately size their trunks on both  
21 sides of their access tandem.

22 Q What would you mean by near future?

23 A Oh, I guess I would say within the next quarter,  
24 two to three months.

25 Q The second problem you cited concerns BellSouth's

1 insistence on providing you only with tandem  
2 interconnection and no end-office connections to your  
3 switches. Is that a correct characterization?

4 A Correct.

5 Q Let me ask you this then, have you specifically  
6 requested BellSouth to install end-office trunks for your  
7 traffic?

8 A Yes.

9 Q And BellSouth's response was what?

10 A That they will be routing the traffic through the  
11 access tandem.

12 Q Did they state that there is not enough traffic  
13 over Teleport trunks to warrant direct end-office trunking?

14 A No.

15 Q They did not make that statement?

16 A No.

17 Q Has Teleport offered to pay for installation of  
18 end-office trunking it believe it needs?

19 A No. The statements regarding end-office versus  
20 tandem-routed traffic have simply ended at my request that  
21 they install end-office trunking where I, TCG, has  
22 installed end-office trunking at a minimum; and their  
23 response has been that they will route that traffic through  
24 the tandem; and that has been the end of the discussions.

25 Q Have they offered an explanation for their

1 position?

2 A No.

3 Q Did you ask them to support their position?

4 A Yes. I asked why they wouldn't. I believe their  
5 response was until such time as they decide that they wish  
6 to route traffic in that manner, they will continue to  
7 route it in the manner that they are. But as to a specific  
8 engineering criteria or reasoning behind or traffic volume  
9 issue as to why, no, they have not offered.

10 Q Okay. I believe it was your testimony that they  
11 are providing these services to all ALECs in the same  
12 manner; is that correct?

13 A Yes.

14 Q Do you believe that Teleport is receiving a P.01  
15 grade of service on the tandem trunks?

16 A No.

17 Q What level of service do you believe you are  
18 receiving?

19 A I can't specifically quantify my assumptions on  
20 this because I do not have access to the blocking data that  
21 BellSouth has on the minutes of use coming across the  
22 trunks to me. What I do know is that customers of TCG,  
23 previously local customers of BellSouth, complain that once  
24 they have switched over from BellSouth to TCG as their  
25 local service provider that their incidents of complaints

1 of customers not being able to reach them due to fast busy  
2 or busy signal escalates and that they did not experience  
3 this while they were an end user of BellSouth.

4 Q I'm not sure I understand how that translates  
5 into a level of service inferior to P.01. Can you explain  
6 that for me? I mean how do you make that connection?

7 A The connection is made in that the level of  
8 service which BellSouth provides to its own end users  
9 within its own network is engineered and routed in a very  
10 different manner. An interoffice call, local call within  
11 BellSouth's network, routes end office to end office.  
12 Alternate routing is end office to end office to another  
13 end office, or end office to local tandem to end office;  
14 and their traffic within their network between their own  
15 local customers never is sent to their access tandem.  
16 Their access tandem historically has been used for  
17 interexchange carriers only, unlike a spider web type  
18 network, which is what their local network looks like.  
19 Their access network is more of a hub with spokes.

20 But the blocking, again, I don't have specific  
21 factors or a percentage to give you. But assuming the  
22 blocking is P.01 or less within their network and their  
23 customers are experiencing a certain level of blockage, in  
24 other words, their customers not being able to reach each  
25 other, and then for the end user to become a TCG end user

1 and suddenly to experience a much higher degree of  
2 complaints from people not being able to reach them, my  
3 assumption then is that the grade of service is less.

4 Q But P.01 reflects a very specific level of  
5 service. I believe you testified that it represents  
6 blockage of one call in ten thousand at busy hour?

7 A Yes.

8 Q And I continue to have trouble in making the same  
9 connection that you make, that the level of actual blockage  
10 is higher than the P.01 level.

11 A Again, you know, not to repeat myself, but I  
12 don't have access to specific data to say that, in fact,  
13 the level of blocking I'm receiving is P.01 or P.03. All I  
14 can say is that given the complaints that I'm receiving  
15 from end users, it leads me to believe that the grade of  
16 service that I am being given is less than the grade of  
17 service that they offer to themselves.

18 Q Okay. You don't -- why is it that you don't have  
19 access to data that might enable a specific determination  
20 of the level of service?

21 A BellSouth to this point has been unable to  
22 produce any reports which specifically identify the level  
23 of blocking that BellSouth end users calling TCG end users  
24 are experiencing.

25 Q And you would be reliant on BellSouth for such

1 data, correct?

2 A Correct.

3 Q Have you asked BellSouth for such data?

4 A Yes.

5 Q And their response was?

6 A To my knowledge it has not been provided. I  
7 believe they stated that they would attempt to produce that  
8 report or to get that data for us. To date I have not seen  
9 it.

10 Q Was that request made very recently?

11 A It was made at the May 6th meeting in Ft.  
12 Lauderdale.

13 Q So it's now been several months, hasn't it?

14 A Yes.

15 Q And that data has not been forthcoming?

16 A Correct.

17 Q Have you followed up with BellSouth for that  
18 data?

19 A I have not. I would have to check to see if  
20 anyone from our Ft. Lauderdale office has.

21 Q Based on your experience, Mr. Hoffman, how much  
22 traffic do you believe there should be before a direct  
23 end-office connection is warranted?

24 A I can't answer that question.

25 Q Can you give me an approximation?

1           A     No, I would have to consult with my network  
2 engineers.

3           Q     Well, do you believe that a sufficient level of  
4 traffic presently exists anywhere for end-office trunking?

5           A     Yes. If I --

6           Q     Again, I don't mean to --

7           A     That's fine. If I allude back to our discussions  
8 earlier regarding reciprocity and TCG's expectations of the  
9 negotiated agreement with BellSouth, it is our expectation  
10 that when TCG places direct end-office trunking that  
11 BellSouth will reciprocate, and BellSouth has not. TCG has  
12 placed direct trunking into six end offices that I'm aware  
13 of in the South Florida LATA and BellSouth has not.

14          Q     Well, then tell me, what grade of service or  
15 blockage rate would be acceptable to Teleport?

16          A     Parity. If P.01 represents parity, then I'd say  
17 P.01. Now for a direct end-office trunk, understand that  
18 that blocking criteria is P.005.

19          Q     Yes.

20          A     And for direct end-office facilities, that is the  
21 blocking criteria that I would be expecting, assuming,  
22 again, that is at parity with the industry standard.

23          Q     And you have not filed a complaint or a request  
24 for dispute resolution with this Commission on this issue,  
25 have you?

1           A     No, we have not.

2           Q     And is that for the same reasons that you stated  
3 previously, that you have an expectation of working this  
4 problem out with BellSouth?

5           A     Yes.

6           Q     And on the same time, within the same time frame?

7           A     Yes.

8           Q     Does your interconnection agreement with  
9 BellSouth call for reciprocal trunking?

10          A     Yes.

11          Q     The third area of contention, Mr. Hoffman, is  
12 that BellSouth does not provide timely meet-point data?

13          A     Correct.

14          Q     And the result is that that delays your billing  
15 to IXEs; is that correct?

16          A     Yes.

17          Q     What would constitute timely provision of  
18 meet-point data?

19          A     My understanding of the MECAB document,  
20 mechanized exchange carrier access billing, which is the  
21 industry standard referenced in our agreement, that the  
22 subsequent bill company, which is the access tandem  
23 provider, in this case BellSouth, will make EMR records on  
24 a daily basis to the extent usage exists; and on a daily  
25 basis that billing information will be transmitted to the



1 initial bill company, which is the end-office company. The  
2 end-office company will then combine those terminating  
3 records with any originating records which have been  
4 recorded by the initial bill company, in this case TCG,  
5 that we will summarize those records and send them back to  
6 BellSouth on a monthly basis. So the answer to your  
7 question is I expect a billing tape from BellSouth to the  
8 extent usage has occurred on a daily basis.

9 Q And this is incorporated into the interconnection  
10 agreement by reference to MECAB?

11 A Yes.

12 Q You stated on page 14 that Teleport is being  
13 directly financially harmed by what you describe as  
14 BellSouth's dilatory tactics; is that correct?

15 A Yes.

16 Q How long, in fact, is BellSouth taking to  
17 actually provide the billing data?

18 A To date, TCG has received no meet-point billing  
19 data from BellSouth.

20 Q None whatsoever?

21 A None.

22 Q Do you know why that is?

23 A No, I do not.

24 Q Has that been discussed with BellSouth?

25 A I have raised it, and they have stated that they

1 will get back and look into the problem. I have not  
2 received any more word.

3 Q When did they most recently make that commitment?  
4 (WITNESS REVIEWED CALENDAR)

5 A July 15th.

6 Q And how long has this been a topic of discussion?

7 A I first raised it with BellSouth on April 4th.

8 Q Is there any indication that you are progressing  
9 to a solution?

10 A No.

11 Q And how long have you been in operation?

12 A In Florida?

13 Q Yes.

14 A I believe we went into operation July of 1996.

15 Q Then you have been without this data for all of  
16 that period of time?

17 A Correct.

18 Q So how have you handled the billing?

19 A We have not rendered bills to interexchange  
20 carriers in South Florida.

21 Q And at this point the status of the discussions  
22 is that BellSouth will look further into the matter; is  
23 that --

24 A Correct. I have not been assured of a date when  
25 I can expect to see meet-point billing data sent to TCG.

1           Q     What are the consequences to Teleport of the  
2     unavailability of this data and the fact that you've not  
3     billed IXEs over this entire period of time?

4           A     There is the potential that the interexchange  
5     carriers won't pay.

6           Q     They won't pay?

7           A     Correct. From my experience in the industry --

8           Q     Do you mean if and when you do bill?

9           A     Correct. My experience in the industry prior to  
10    joining Teleport is that some interexchange carriers have a  
11    policy of not paying any bills over 90 days old, in other  
12    words, usage, retroactive usage over three months in  
13    arrears.

14          Q     Have you done anything to protect your position  
15    with the IXEs?

16          A     Not to my knowledge.

17          Q     Do you know of other -- Who else, to your  
18    knowledge, has not been provided with this data, meet-point  
19    billing data by BellSouth?

20          A     I do not know.

21          Q     Have you been in touch with any other carriers  
22    who might be in the same position?

23          A     No, I haven't.

24          Q     Okay. On page 15 you state, Mr. Hoffman, that  
25    BellSouth has refused to provide you with the CIC codes

1 active in BellSouth's tandem switches; is that correct?

2 A Yes.

3 Q And that they have instead provided you with the  
4 carrier's ACNA?

5 A Correct.

6 Q Do you know why they've refused the CIC code and  
7 provided you with the ACNA instead?

8 A No, I do not.

9 Q Can you describe your discussions with BellSouth  
10 over this issue?

11 A Yes. In a meeting I had with BellSouth on May  
12 the 5th, I requested the CIC code for the interexchange  
13 carriers who have service working in the BellSouth access  
14 tandems which I'm interconnected with BellSouth for the  
15 provision of mutual access service. BellSouth told me that  
16 they will not provide the CIC codes for the interexchange  
17 carriers, however, they will provide me with the ACNAs, the  
18 assess customer name abbreviation, and that with that  
19 information I can then go to the LERG, which is an industry  
20 standard routing document and determine the appropriate CIC  
21 that corresponds with that ACNA.

22 Q And I believe it was your testimony that you  
23 found that to be not completely reliable?

24 A Yes.

25 Q And what were the consequences, or what are the

1 consequences?

2 A To date BellSouth has refused to provide the  
3 carrier identification code to me. I might add that the  
4 agreement between BellSouth and TCG with regards to  
5 meet-point billing specifically states that BellSouth will  
6 provide the carrier billing name, the carrier billing  
7 address and the carrier identification code.

8 Q And again, is this an issue that you expect to be  
9 able to resolve shortly?

10 A Hopefully.

11 Q And finally, you stated that BellSouth fails to  
12 confirm your SS7 point codes?

13 A Correct.

14 Q What does that mean? What is confirmation of SS7  
15 point codes?

16 A Well, when two networks utilize SS7 for  
17 signaling, the switches have identifiers which are called a  
18 point code. It is a nine-digit code which identifies that  
19 specific geographic location for the purpose of returning  
20 messages and sending messages. There is an application  
21 within SS7 known as TCAP, transactional capability access  
22 port, which is used today with many of today's class  
23 features; and in order to be assured that class  
24 functionality will operate between our two networks, I have  
25 requested that BellSouth confirm that they have loaded

1 TCG's point codes into its switches. And I am willing to  
2 confirm that TCG has loaded BellSouth's point codes in our  
3 switches. Sometimes these point codes are referred to as  
4 route sets or route sets. Bell Atlantic -- not Bell  
5 Atlantic, excuse me. I used to be with Bell Atlantic and  
6 occasionally I slip.

7 Q I understand.

8 A TCG has requested, as early as October of last  
9 year, that BellSouth confirm that they have indeed  
10 translated these route sets in their switches, and I have  
11 also sent the letter in the last couple of months  
12 requesting this information and have received no response  
13 to date.

14 Q What seems to be the barrier here? Why have you  
15 not been able to resolve this with BellSouth?

16 A I am at a loss. I, as a matter of fact, made a  
17 call to Fred Monacelli, vice president of sales of  
18 interconnection services, Wednesday evening to discuss this  
19 very issue and many other numerous issues which go  
20 unanswered from BellSouth.

21 Q Was without satisfaction, I gather?

22 A He has stated that he will have someone look into  
23 my unanswered correspondence, and I received a call  
24 yesterday from Roger McElroy with BellSouth stating that he  
25 is, indeed, looking into my issues; but I have not to date

1 received a response either written or verbal.

2 Q Okay. Just a few more questions, Mr. Hoffman.  
3 Have you and BellSouth developed a PLU or percent local  
4 usage factor to be used for billing local usage to each  
5 other?

6 A BellSouth has provided a PLU to TCG in use in  
7 calculating their end usage, yes.

8 Q Are there any problems in this area?

9 A Specifically with the PLU?

10 Q Yes.

11 A No.

12 Q There are none?

13 (WITNESS SHOOK HEAD NEGATIVELY)

14 Q Have you experienced problems with collocation?

15 A I do not have direct information that I could  
16 comment on with that, no.

17 MR. PELLEGRINI: Okay. I think that completes  
18 our questions, Mr. Hoffman. Thank you very much.

19 THE WITNESS: Thank you.

20 MR. PELLEGRINI: Phil.

21 MR. CARVER: Yeah, I would like to take a break  
22 before I begin, but I want to ask if anyone on the phone  
23 has questions.

24 MR. PELLEGRINI: Before you go?

25 MR. CARVER: Yeah, it might be more efficient to

1 have them do that.

2 MR. PELLEGRINI: Are there any of those of you on  
3 the line who have questions for Mr. Hoffman?

4 MS. RULE: I don't.

5 MR. DUDLEY: There are none here.

6 MR. KOUROUPAS: I have none.

7 MR. McRAE: I have none.

8 MR. CHARLES PELLEGRINI: That is everybody? All  
9 right, we'll take a short break of five minutes.

10 (BRIEF RECESS)

11 MR. PELLEGRINI: I guess we are ready to resume.

12 CROSS EXAMINATION

13 BY MR. CARVER:

14 Q Good afternoon, Mr. Hoffman, my name is Phil  
15 Carver, and I represent BellSouth.

16 A Good afternoon, Phil.

17 Q To begin with, I just want to ask you a few  
18 questions about Teleport's operations in Florida, and I  
19 apologize if this was covered in the first couple of  
20 minutes of the depo before I got here, so just let me know  
21 and I'll try to cut it short.

22 My understanding is Teleport doesn't currently  
23 serve any residential customers in Florida; is that  
24 correct?

25 A I believe that's correct, yes.



1           Q     So all the customers that you serve are business  
2 customers?

3           A     I believe so, yes.

4           Q     And do you serve any of them by resale?

5           A     No, I do not believe we do.

6           Q     Okay. This is the part I missed. You don't  
7 purchase unbundled network elements; is that your  
8 understanding, or you don't know?

9           A     I do not know. I'm not aware of us ordering  
10 them; however, in a conversation I just had, it could go to  
11 a definitional issue. I was informed that TCG does  
12 purchase high capacity, you know, transport and chan term  
13 (phonetics), special access type facilities from BellSouth  
14 out of BellSouth's tariffs. My personal understanding of  
15 UNEs is that it has always been that they are not tariffed  
16 items and, therefore, I do not consider that to be an  
17 unbundled element.

18          Q     So your understanding of UNEs is that they are  
19 tariffed items?

20          A     No, I have not seen UNEs tariffed. My experience  
21 with UNEs has been that they are part of an agreement.

22          Q     So basically what you're saying is that the  
23 things that they buy are things that you believe to be  
24 tariffed items?

25          A     Correct.

1       Q     And the situations that you've testified about in  
2 your prefiled testimony today, these have to do primarily,  
3 I take it, with trunks that Teleport has purchased from  
4 BellSouth?

5       A     The blocking?

6       Q     Uh-huh.

7       A     No, these are the facilities that BellSouth  
8 provisions to TCG as opposed to the facilities we purchase  
9 from BellSouth to terminate our originated traffic.

10      Q     So in other words, what you're saying is that the  
11 problems occur, you believe, on BellSouth's side of the  
12 network as opposed to what they sell to you?

13      A     Yes, the complaints I'm aware of are the  
14 inability to receive calls.

15      Q     Okay. But generally speaking, all these go to  
16 interconnection?

17      A     Correct.

18      Q     How many customers does Teleport have in Florida?

19      A     I do not know off the top of my head today.

20      Q     Do you know what geographic areas they are in?

21      A     I know that we operate in the South Florida LATA.

22      Q     Okay. Does Teleport have switches?

23      A     Yes.

24      Q     How many?

25      A     I do not know exactly how many. They are 5E

1 switches.

2 Q And are all of those located in South Florida?

3 A Yes.

4 Q And they are in use?

5 A Yes.

6 Q The business customers that you serve, first of  
7 all, do you serve any of them exclusively through the use  
8 of your own facilities, that is, without using the  
9 BellSouth facilities?

10 A Yes.

11 Q Okay. Would you say that most of the customers  
12 that you have are served through your own or through a  
13 combination of yours and BellSouth's?

14 A I do not know the percentage split.

15 Q Of the facilities that you use to serve customers  
16 that are a combination of Teleport's and BellSouth's are  
17 there situations in which the facilities are predominantly  
18 Teleport's?

19 A Again, I'm sorry, I don't know on those services  
20 that we are provisioning, utilizing parts of TCG's network  
21 and parts of BellSouth's, which percentage is predominantly  
22 one carrier or the others, I do not know.

23 Q Some of these questions that I've asked of you  
24 which you don't know the answer to, do you know if  
25 Mr. Kouroupas would know the answer to these questions?

1           A     It's possible. I believe the intent of  
2 Mr. Kouroupas's testimony and deposition though is mainly  
3 centered around performance reporting.

4           Q     If he does not know, is there a particular person  
5 at Teleport who would be more likely to?

6           A     I'm sure there is.

7           Q     Do you know the name?

8           A     Who that individual's name would be, I do not  
9 know. I would be more than happy to see if I can identify  
10 who that individual would be.

11          Q     Okay. Can I get that as a late-filed exhibit?

12               MR. WILLINGHAM: Okay. What exactly do we want?

13               MR. CARVER: The questions that I've asked  
14 basically had to do with Teleport's operations in Florida,  
15 and if Mr. Kouroupas can answer these questions, that's  
16 fine; but if not, then I would like to know the name of a  
17 person who could. So if you want a title, I would just say  
18 name of Teleport deponent with knowledge of Florida  
19 operations.

20               You want to go off the record? Yeah, let's go  
21 off the record.

22               (DISCUSSION OFF THE RECORD)

23 BY MR. CARVER:

24           Q     Has Teleport ordered NNXs in Florida?

25           A     I assume I'm back on the record now?

1 Q Yes.

2 MR. McRAE: Excuse me, this is Michael McRae on  
3 behalf of Teleport. We just got cut off just before that  
4 exchange.

5 (DISCUSSION OFF THE RECORD)

6 BY MR. CARVER:

7 Q The last question, I believe, was do you know  
8 whether Teleport has reserved NNXs in Florida?

9 A Yes.

10 Q Do you know how many?

11 A No, I do not.

12 Q Are there numbers in use in any of the NNXs that  
13 have been reserved?

14 A Yes.

15 Q In all of them?

16 A I could not answer.

17 Q Okay. I assume you wouldn't know what percentage  
18 have been turned up?

19 A No.

20 Q Do you know where the NNXs are located?

21 A I only know that they are in the South Florida  
22 LATA.

23 Q Let me ask a little bit about the blockage  
24 problem. In the situation, and I guess of the four bullet  
25 points you had, this would be the first, the call blockage.

1 Is the traffic going directly from your customers to  
2 BellSouth facilities, or is your switch in the middle there  
3 somewhere?

4 A My switch is between my end user and your access  
5 tandem or end office.

6 Q Okay. Have you done anything to determine one  
7 way or the other whether the blockage problem might be  
8 between your switch and your end user?

9 A Yes.

10 Q Okay. And what have you done?

11 A We have looked at the utilization on the trunk  
12 groups and have found there to be spare capacity in many  
13 instances.

14 Q Okay. And if I understand your testimony  
15 correctly, you believe that the problem currently is not so  
16 much between your switch and the BellSouth tandem as  
17 opposed to on the other side of the tandem?

18 A Correct.

19 Q Okay. And is it your belief that that has to do  
20 essentially with the architecture of the access network?

21 A Yes.

22 Q So would the entire network have to be redesigned  
23 to handle the capacity that your customers generate?

24 A No, I do not believe so.

25 Q How do you believe that it could be resolved?

1           A     By augmenting the current capacity on your  
2 interoffice facilities.

3           Q     Okay. And you raised that potential solution  
4 with BellSouth in the meeting in May?

5           A     I do not know if a specific solution was proposed  
6 to BellSouth other than our assertion that we felt the  
7 blocking was in BellSouth's network and that we wanted  
8 BellSouth to determine rather than us tell BellSouth, since  
9 it's only supposition on my part, since I don't have access  
10 to any blocking data, that that is where the blocking is  
11 occurring.

12          Q     Who was at that meeting?

13          A     I do not have access to a list of all the  
14 individuals available to me now. I do, however, recall  
15 that Keith Andrews, a representative of BellSouth, was at  
16 the meeting, Roger McElroy from BellSouth. I was in  
17 attendance as was Charlie Greenhagen, the director of  
18 operations for TCG. There were several other individuals  
19 in the room from both TCG and BellSouth, but I cannot  
20 recall their names today.

21          Q     Since then, basically from May until now, are  
22 there other individuals at BellSouth other than the ones  
23 you've named with whom you've had significant contact about  
24 any of these problems?

25          A     Yes.

1 Q And could you give me their names please?

2 A Bill Morrison, account manager for TCG, Bill  
3 French, director of interconnection services with  
4 BellSouth, and Pinky Reichert, who is I believe a systems  
5 designer with BellSouth.

6 Q Okay. Do you have any correspondence that  
7 reflects any of this contact back and forth?

8 A I believe I do have a letter that I've written to  
9 BellSouth regarding the trunking issue.

10 Q Okay. Just the one letter?

11 A Yes.

12 Q And this question really goes to the four  
13 different bullet points. Do you have any correspondence on  
14 any of the other three?

15 A I have sent correspondence regarding SS7, CIC  
16 codes. Other than to pose an agenda for a meeting that was  
17 held with BellSouth to discuss, amongst other things,  
18 meet-point billing data, I do not believe I've sent a  
19 specific letter regarding that item; but I have sent, at a  
20 minimum, one letter on each of these other items as well as  
21 an escalation letter attaching much of my unanswered  
22 correspondence to Fred Monacelli.

23 Q Okay. Could I have all that correspondence as a  
24 late-filed exhibit?

25 A Yes.



1 Q Okay.

2 MR. WILLINGHAM: What do you want the title for  
3 that to be?

4 MR. CARVER: Correspondence with BellSouth  
5 concerning problems.

6 MR. PELLEGRINI: Number 1.

7 MR. CARVER: Yeah, I guess it is one.

8 BY MR. CARVER:

9 Q The problems generally with the blockage, does  
10 that -- has it tended to involve local or toll traffic or  
11 both?

12 A My understanding is that the traffic is intraLATA  
13 in nature. I am unaware as to whether it is specifically  
14 local or toll calling.

15 Q Do you have a lot of customers who generate high  
16 volumes of calls?

17 A I am not well versed in the calling patterns of  
18 our customers in Florida.

19 Q Do you know if any of them are Internet  
20 providers?

21 A Yes.

22 Q Okay. Are any of them, do any of them have  
23 bulletin board services?

24 A I'm not aware of that.

25 Q Do you know -- the Internet providers, do you

1 know any of the specifics in terms of what they provide or  
2 how they operate?

3 A No, I do not.

4 Q Does TCG have interconnection -- and I'm using  
5 the term now in the broadest sense -- with any companies in  
6 Florida other than BellSouth?

7 A I do not know.

8 Q Okay. Is the operation that Teleport has in  
9 Florida similar to an operation it has anywhere else in the  
10 United States?

11 A I would think you could say they are similar.

12 Q And in that operation is there interconnection  
13 with the incumbent LEC?

14 A Yes.

15 Q Which one would that be?

16 A I believe we are interconnected with all seven  
17 regional companies.

18 Q Okay. Are you interconnected with BellSouth  
19 anywhere other than Florida currently?

20 A No.

21 Q Have you had these kind of problems with, I  
22 guess, any of the other RBOCs?

23 A Yes.

24 Q Okay. With which ones?

25 A I know we have had this problem with NYNEX.

1           Q     Is it an ongoing problem, or has it been  
2 resolved?

3           A     I do not know.

4           Q     Do you have personal knowledge of the dealings  
5 with NYNEX and the situation there?

6           A     Other than reading some correspondence recently  
7 which stated that the blocking issue was brought up in  
8 NYNEX's application for 271 relief in New York, that's the  
9 extent of my knowledge.

10          Q     Did Teleport sponsor a witness -- or, well, let  
11 me back up. In NYNEX's 271 application, has there been  
12 prefiled testimony at this point in that proceeding?

13          A     I'm unaware.

14          Q     Okay. So you wouldn't know if there is who the  
15 witness would be?

16          A     No, my region of responsibility is BellSouth.

17          Q     So I take it you wouldn't know then if NYNEX has  
18 offered any explanation for why a problem has occurred  
19 there?

20          A     No, I haven't heard of one.

21          Q     Do you know who in Teleport would have  
22 information about that situation?

23          A     The regional director responsible for that area  
24 is Jeff Hogan.

25          Q     How is the last name spelled please?

1           A     H-o-g-a-n.

2           Q     Okay. Does the interconnection agreement between  
3   Teleport and BellSouth address the routing issue  
4   specifically? And when I say routing issue, I mean end  
5   office as opposed to tandem.

6           A     The agreement specifies reciprocity. The  
7   agreement does not, unfortunately, go into the detail of  
8   specifying reciprocity for end office and reciprocity for  
9   tandem, as I wish it did. It simply states reciprocity,  
10  which has, obviously, caused some issues of disagreement  
11  between BellSouth and TCG regarding exactly what  
12  reciprocity means.

13          Q     Can you quantify the volume of traffic that TCG  
14  is sending onto the BellSouth network?

15          A     No, I can't. I don't have access to that  
16  information.

17          Q     Okay. Then I guess you wouldn't know if  
18  BellSouth was sending the same amount of traffic in the  
19  other direction whether Teleport's network would be able to  
20  accommodate it?

21          A     No, I do not.

22          Q     Okay. Do you believe that BellSouth has the  
23  ability to solve these problems?

24          A     Yes.

25          Q     Okay. And what is your basis for that belief?

1           A     My basis in that belief is my past  
2 telecommunications experience.

3           Q     Do you know of any specific solutions that you  
4 believe if implemented would solve the problems other than  
5 what you've told me already?

6           A     No, my belief is that if sufficient capacity  
7 existed in BellSouth's interoffice network that many, if  
8 not all, of these blocking issues would be alleviated.

9           Q     Okay. When I say problems, I'm talking about all  
10 of the bullet points or many of them, if you know of  
11 anything specifically that you have suggested to BellSouth  
12 or that you believe they could do.

13          A     Well, we have just discussed the sizing. The  
14 other solution for the second point regarding the network  
15 design would be to establish direct end-office trunking  
16 from BellSouth to TCG. With the meet-point billing data,  
17 I'm at a loss as to what the issue is there because I know  
18 BellSouth has been providing mutually provisioned access  
19 with GTE and other independents under the guise or the  
20 provisions of MECAB so, therefore, I don't understand what  
21 the concern or the problem is with that data being  
22 provided; therefore, I have not provided a solution to  
23 that. The CIC code, obviously my solution is rather than  
24 give me the acronym, you know, to provide the CIC code, you  
25 have the data available. And with the SS7 point codes, I'm

1 simply asking for confirmation that the codes have been  
2 loaded in your switch translations.

3 Q What is MECAB?

4 A MECAB is the mechanized exchange carrier access  
5 billing. It is the industry standard for the exchange of  
6 billing records for mutually provisioned switched access  
7 service.

8 Q And you say that BellSouth has participated in  
9 that or utilized that?

10 A I believe so.

11 Q Okay. Do you know with whom?

12 A No, it would be my assumption that you utilize it  
13 with every independent telephone company with whom you  
14 provide mutually provisioned access service.

15 Q Were, and you may have answered this, I apologize  
16 if you have, but of the four different main problems, were  
17 all of these raised in the May meeting?

18 A Yes, they were.

19 Q Has Teleport experienced any problems other than  
20 the blockage that you're aware of with BellSouth?

21 A Other than the general lack of response to my  
22 numerous correspondence, nothing that I could specifically  
23 identify.

24 Q Okay. No problems in ordering the services that  
25 you utilize?

1           A     I couldn't comment on that. I'm simply prepared  
2 to discuss this one checklist today.

3           Q     Okay. And I just want to be clear, in terms of  
4 the blockage, at this juncture in terms of what you're  
5 purchasing from BellSouth, that's okay, there is not a  
6 problem with that now?

7           A     As I understand it, yes.

8           Q     Have you lost any customers as a result of any of  
9 the problems?

10          A     Not to my knowledge.

11          Q     Have any of the interexchange carriers that you  
12 have not yet been able to send a bill to indicated to you  
13 that they are not going to pay?

14          A     Again, not to my knowledge. That may not become  
15 apparent until we attempt to render a bill.

16          Q     At one point in the questions that Mr. Pellegrini  
17 asked you, I think you said that there was a conversation  
18 with someone at BellSouth when in effect they sort of said  
19 that BellSouth would route calls as it saw fit or something  
20 like that?

21          A     Correct.

22          Q     And with whom did you have that conversation?

23          A     Pinky Reichert.

24          Q     Okay. And when was that?

25          A     May the 5th.

1 Q This was in the meeting?

2 A Yes.

3 Q And you also made a reference to July 15th when  
4 you were talking about the communications about the  
5 problems.

6 A Yes.

7 Q What happened on July 15th?

8 A July 15th three representatives of BellSouth  
9 visited me in Baltimore, Maryland to discuss specifically  
10 the escalation letter that had been sent to Fred Monacelli,  
11 I believe on June 19th, requesting a reply to numerous  
12 correspondence which were attached. On the 15th, the three  
13 individuals from BellSouth came to see me to ensure that  
14 they understood what my issues were so that they could  
15 appropriately respond to the issues I had raised  
16 previously. To date I have yet to receive a reply.

17 Q With any of the problems that you've had of  
18 blockage, for example, do you have any information as to  
19 whether BellSouth experiences blockage in its use of the  
20 network with particular volumes?

21 A No, I don't.

22 Q So then based on your testimony, it's obvious  
23 that you believe there is a problem, but would it be fair  
24 to say you don't really know if it's a parity issue?

25 A Correct.



1 Q Does Teleport provide service to anyone in  
2 Florida in conjunction with OpTel.

3 A I'm sorry, I've never heard of OpTel.

4 Q Never heard of OpTel, okay. So, obviously, you  
5 wouldn't know if there was any other sort of business  
6 arrangement?

7 A No.

8 Q Okay. You didn't file direct testimony in this  
9 docket, did you?

10 A No, I filed this rebuttal testimony.

11 Q Is there a particular reason why this was filed  
12 as rebuttal rather than direct testimony?

13 A I would defer that to Mr. Kouroupas. They make  
14 the -- the regulatory department makes the decision as to  
15 how our testimony is filed. I wouldn't have any input into  
16 it.

17 Q Okay. The reason I ask is because I know it  
18 purports to be rebuttal of Keith Milner, but in looking  
19 through it, I only saw about four references to Keith  
20 Milner in the whole 17 pages; does that sound about right?

21 A I don't know.

22 Q And I don't think you actually refer to the  
23 specifics of Mr. Milner's testimony anywhere other than  
24 just the fact that he supports a checklist item and you  
25 believe we haven't met it; is that a fair characterization?

1           A     My understanding is that these items reference  
2 the first check point which Mr. Milner was stating that  
3 BellSouth was in compliance with, and my attempt was to  
4 show where BellSouth is not in compliance with the first  
5 check point.

6           Q     Well, Mr. Milner doesn't discuss any of the  
7 specific problems you raise, though, does he?

8           A     I wouldn't expect him to.

9           Q     So that's a no?

10          A     Correct.

11          Q     Well, before Mr. Milner filed his testimony,  
12 Teleport was aware that interconnection was a checklist  
13 item, was it not?

14          A     I would agree, yes.

15          Q     And you were aware that these were problems from  
16 your perspective, correct?

17          A     Yes.

18          Q     And you were aware that these problems related to  
19 that particular checklist item?

20          A     Yes.

21          Q     Okay. And if not you, then someone at Teleport,  
22 I assume, was aware that this particular checklist item is  
23 something that has been identified as an issue in this  
24 docket to be addressed by the parties?

25          A     I do not know that.

1 Q Okay. And it was Mr. Kouroupas's decision to  
2 file this as rebuttal rather than direct?

3 A I do not know that either. I simply assume that  
4 it is someone in the regulatory department that makes the  
5 decision. Whether or not it is Paul I could not attest to.

6 Q Was there any reason that this couldn't have been  
7 filed until after you saw Mr. Milner's testimony?

8 A I don't know. I would have to speculate.

9 Q Okay.

10 MR. CARVER: That's all I have.

11 MR. WILLINGHAM: I don't have any questions.

12 MR. PELLEGRINI: You have no questions, Bill?

13 MR. WILLINGHAM: No.

14 MR. PELLEGRINI: Then I guess we are set. We are  
15 finished.

16 (WHEREUPON, THE DEPOSITION WAS CONCLUDED)

17

18

19

20

21

22

23

24

25

\* • • \*

## ERRATA SHEET

DOCKET NUMBER 960786-TL  
FRANK HOFFMAN  
AUGUST 8, 1997

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

## CERTIFICATE OF DEPONENT

This is to certify that I, FRANK HOFFMAN, have read the foregoing transcription of my testimony, Page 1 through 53, given on August 8, 1997 in Docket Number 960786-TL, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

  
FRANK HOFFMAN

Sworn to and subscribed before me this  
31 day of August, 19 97  
Mary Kay McCarty  
NOTARY PUBLIC  
State of Maryland  
My Commission Expires:

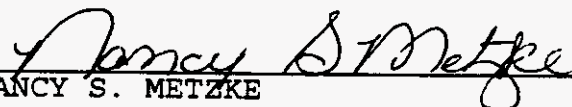
**MARY KAY McCARTY**  
NOTARY PUBLIC STATE OF MARYLAND  
MY COMMISSION EXPIRES 5/20/00

1 STATE OF FLORIDA )  
2 COUNTY OF LEON )

## CERTIFICATE OF OATH

3  
4  
5  
6 I, the undersigned authority, certify that  
7 FRANK HOFFMAN personally appeared before me and  
8 was duly sworn.

9  
10 WITNESS my hand and official seal this 9th day  
11 of August, 1997.

12  
13  
14  
15  
16   
17 NANCY S. METZKE  
18 Notary Public - State of Florida



19 NANCY S. METZKE  
20 MY COMMISSION # CC316252 EXPIRES  
21 September 13, 1997  
22 BONDED THRU TROY FAIR INSURANCE, INC.  
23  
24  
25

## 1 REPORTER'S DEPOSITION CERTIFICATE

2 STATE OF FLORIDA )  
3 COUNTY OF LEON )  
45 I, NANCY S. METZKE, Certified Shorthand Reporter  
6 and Registered Professional Reporter, certify that I was  
7 authorized to and did stenographically report the  
8 deposition of FRANK HOFFMAN; that a review of the  
9 transcript was requested; and that the transcript is a true  
10 and complete record of my stenographic notes.  
1112 I FURTHER CERTIFY that I am not a relative,  
13 employee, attorney or counsel of any of the parties, nor am  
14 I a relative or employee of any of the parties' attorney or  
15 counsel connected with the action, nor am I financially  
16 interested in the action.  
1718 DATED this 9th day of August, 1997.  
1920  
21   
22 NANCY S. METZKE, RPR, CCR  
23  
24  
25

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of BellSouth )  
Telecommunications, Inc.'s entry )  
into interLATA services pursuant )  
to Section 271 of the Federal )  
Telecommunications Act of 1996. )  
\_\_\_\_\_ )

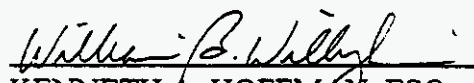
Docket No. 960786-TP

Filed: August 22, 1997

TELEPORT COMMUNICATIONS GROUP INC.'S  
NOTICE OF SERVICE OF FRANK R. HOFFMANN, JR.'S  
LATE-FILED DEPOSITION EXHIBIT NO. 1

Teleport Communications Group Inc., by and through its undersigned counsel, hereby files Notice that it has served Frank R. Hoffmann, Jr.'s Late-Filed Exhibit No. 1, Certificate of Deponent, and Errata Sheet on all parties of record in the manner reflected on the attached Certificate of Service on this same date.

Respectfully submitted,

  
KENNETH A. HOFFMAN, ESQ.  
WILLIAM B. WILLINGHAM, ESQ.  
Rutledge, Ecenia, Underwood,  
Purnell & Hoffman, P.A.  
P. O. Box 551  
Tallahassee, FL 32302  
(850) 681-6788 (telephone)  
(850) 681-6515 (fax)



DOCKET NO. 960786-TL  
LATE-FILED DEPOSITION EXHIBIT NO. 1  
OF FRANK R. HOFFMANN, JR.

Index

- 1 Memo from Frank Hoffmann to William R. Morrison dated July 31, 1997 re: reply
- 2 Memo from Frank Hoffmann to William R. Morrison dated July 31, 1997 re: unbundled loops
- 3 Memo from Frank Hoffmann to William R. Morrison dated July 31, 1997 re: Operator Services Tandem List
- 4 Memo from Frank Hoffmann to William R. Morrison dated July 24, 1997 re: tandem-to-tandem routing
- 5 Memo from Frank Hoffmann to William R. Morrison dated July 23, 1997 re: TCAP
- 6 Memo from Frank Hoffmann to William R. Morrison dated July 23, 1997 re: rate center
- 7 Letter from Frank Hoffmann to Bill Morrison dated July 17, 1997
- 8 Letter from Frank Hoffmann to Bill Morrison dated July 8, 1997 re: STP pair
- 9 Letter from Frank Hoffmann to Bill Morrison dated July 8, 1997 re: Route Sets
- 10 Letter from Frank Hoffmann to Bill Morrison dated July 7, 1997
- 11 Letter from Bill Morrison to Frank R. Hoffmann dated July 3, 1997
- 12 Letter from Frank Hoffmann to Bill Morrison dated July 2, 1997
- 13 Letter from Fred Monacelli to Wanda Montano dated June 27, 1997
- 14 Letter from Bill French to Wanda Montano dated June 23, 1997
- 15 Letter from Frank Hoffmann to Bill Morrison dated June 19, 1997
- 16 Letter from Wanda Montano to Fred Monacelli dated June 18, 1997

- 17 Letter from Frank Hoffmann to Bill Morrison dated June 17, 1997
- 18 Letter from Frank Hoffmann to Bill Morrison dated June 16, 1997
- 19 Letter from Frank Hoffmann to Bill Morrison dated June 6, 1997
- 20 Letter from Frank Hoffmann to Bill Morrison dated June 5, 1997
- 21 Letter from Frank Hoffmann to Bill Morrison dated June 2, 1997
- 22 Letter from Frank Hoffmann to Bill Morrison dated April 14, 1997
- 23 Letter from Frank Hoffmann to Fred Monacelli dated April 10, 1997
- 24 Letter from Frank Hoffmann to Bill Morrison dated March 20, 1997
- 25 Letter from Frank Hoffmann to Val Sapp dated March 19, 1997

From: Frank Hoffmann  
To: TCGOGW.internet("William.R.Morrison@bridge.bst.bls...  
Date: 7/31/97 3:21pm  
Subject: TOPSTNDM.XLS -Reply

Bill, Carol informed me that this is not the correct list. She has stated that this is the list of Intercept tandems only. Help me out if she has misinformed me.

Thanks.

>>> William R. Morrison <William.R.Morrison@bridge.bst.bls.com> 07/31/97 04:23pm >>>  
Frank:

The attached excel spreadsheet has the tandem information.

I forwarded the Monthly Maintenance Meeting message to Roger McElroy 205 977-9801. He handles these meetings for BellSouth.

Thanks,

Bill M.

----- Attachment -----

\*\*\*\*\*  
The following BINARY FILE document is uuencoded.  
You may use the UNIX uudecode utility to translate it to its native format.  
\*\*\*\*\*

----- Attachment -----

From: Frank Hoffmann  
To: internet:william.r.morrison@bridge.bst.bls.com  
Date: 7/31/97 12:03pm  
Subject: Unbundled Loops

Bill, I am in need of your expertise on unbundled loops.

I have three maintenance questions.

1. What is the maintenance interval for an unbundled loop trouble?
  2. What is the maintenance interval for a BST business customer trouble? This would be the maintenance interval for a BST business customer who has POTS, not a designed circuit.
  3. Is the unbundled loop purchased by TCG for use with customer "A" the same loop which serves customer "A" today?
- These questions obviously stem from concerns that BST is providing superior repair service to BST business customers versus the unbundled loops TCG is purchasing from BST.

As a follow-up to a conversation we had several weeks ago has the diagram depicting the demarcation point for trouble clearance with respect to unbundled loops been completed? The last time we spoke on this issue you stated that the product manager was putting together some information describing the demarcation point and the division of responsibilities and I haven't heard anything since. Is this completed?

Thanks.

From: Frank Hoffmann  
To: internet:william.r.morrison@bridge.bst.bls.com  
Date: 7/31/97 11:52am  
Subject: Oper. Svcs. Tandem List

Bill, you may recall a conference call you and I participated on several weeks ago in which Carol Olsen committed to providing a list of BellSouth's Operator and Directory Assistance tandems for TCG's use in ordering Branded Oper. and DA from BST. I have yet to receive this list and it is slowing down the process. I have spoken to Carol several times since that call and she has repeatedly stated that she would send the list. In fact, she did eventually send a list but it turned out to be a list of intercept tandems instead. Any help you can provide would be greatly appreciated.

Thanks.

063064

**From:** Frank Hoffmann  
**To:** internet:william.r.morrison@bridge.bst.bls.com  
**Date:** 7/24/97 3:52pm  
**Subject:** Tandem-to-Tandem routing

Bill,

Could you provide me w/the site in BST's FCC 1 and Intrastate Tariffs that describe the preclusion of Tandem-to-Tandem interconnection. In addition, can you provide the site, or preferably the actual filing, that BST was ordered to file by the FCC concerning competing Tandem Service. Thank you.

From: Frank Hoffmann  
To: internet:william.r.morrison@bridge.bst.bls.com  
Date: 7/23/97 11:05am  
Subject: TCAP

Bill,

Several related items that require closure.

1. Reply to TCG's letter dated July 8, 1997 concerning 'Route Sets'.
2. Reply to TCG's letter dated July 8, 1997 requesting identification of the STP pair in the South Florida LATA 460 that performs Global Title trasnlations.
3. Identification of a BST technical contact person with whom to test TCAP functionality in N. Miami.

Thank you for prompt attention to this matter.

Frank

CC: TCGO40.PO\_SI.BROWNJ

From: Frank Hoffmann  
To: internet:william.r.morrison@bridge.bst.bls.com  
Date: 7/23/97 9:51am  
Subject: Rate Center

Bill, in what rate center is Cooper City, FL contained? In addition, which PSAP serves Cooper City? Any assistance you can provide will be appreciated [maybe Val can help w/the PSAP].

This issue has been brought to my attention by some of the folks in TCG-South Florida as something they have been attempting to decipher for awhile. It appears that Cooper City is between the borders of the Ft. Lauderdale and Hollywood rate centers, but no one in either TCG or BST has been able to ascertain in which rate center Cooper City resides. Again, I know this type of request really isn't your responsibility but please help if you can.



July 17, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

As you know, TCG offers competitive switched access services, many of which will involve jointly provided switched access services with your company. This joint provisioning requires that our companies work cooperatively and efficiently to properly maintain the services of our mutual and individual customers. This letter is a request for information about how to provide your company with the necessary information to properly maintain customer services.

For purposes of this discussion, please assume that switched access calls are being originated by or terminated to end users who are your customers, and the IXC handling the call desires to be a TCG customer. Also assume that the trunking between our networks exists and is working. Some of your end user customers have specified their selection of that IXC as their interLATA carrier ("1PIC") and/or intraLATA toll carrier ("2PIC"). When the end user places a call which is to be carried by that IXC, your network must route the call to the IXC according to the IXC's choice, in this case, via TCG's network. For this to happen, your operations personnel must enter certain translations into your switches. These translations will be based on information you will receive from the IXC or TCG operating under Letter of Agency. This document concentrates on communicating this information.

We ask that you provide answers to the following questions:

- 1) We normally communicate any changes in service by filing Access Service Requests (ASRs). Which part(s) of the ASR will you require for the submission of the necessary translation information to properly reroute the calls to TCG's network? Basic ASR form? Feature Group B-C-D form? Translation Questionnaire form? Other document? What information will you require on the applicable form(s) beyond that specified by Bellcore (e.g., in remarks sections or cover letters)?

- 2) TCG is or will be interconnected to selected End Offices and Tandems within your network. When directing an IXC's traffic to TCG facilities at one or several End Office or Tandem switches, do you prefer that we enter a separate ASR for each End Office or Tandem, or could we place multiple switches on the same ASR?
- 3) To whose attention should the ASR be directed? May they be filed electronically? If so, what is the process for electronic filing? Can they be filed via fax (e.g., hard copy)? If so, what is the process for fax filing?
- 4) Do you require TCG to obtain a Letter of Agency from our customer, the IXC, before submitting this/these ASRs? If so, please provide TCG with a sample copy or what you request the Letter of Agency to specify.
- 5) TCG understands that all IXCs have at least two Carrier Identification Codes (CICs) and in some cases, more. Do you require any special procedures to assure that all CICs will be included in the translations?
- 6) The end users will be generating both interLATA and intraLATA toll traffic. Do you require special handling to assure proper translation of both "1-PIC" and "2-PIC" calls?
- 7) How will you acknowledge receipt of the ASRs sent by TCG? Will that acknowledgment differ depending on how TCG sent the ASR? In the event that you have any questions or believe that an ASR is incomplete or incorrect, what process, and how quickly, would you provide that information to TCG?
- 8) How will you give TCG a Firm Order Commitment date?
- 9) As we develop our own provisioning intervals, how much time should be allowed for you to complete the necessary translations?
- 10) Which individuals, within your organization, can TCG personnel contact with questions? Please provide the names, titles, telephone numbers, fax numbers, and other relevant information about each of these individuals.
- 11) What are the name(s), telephone number(s), and address(es) of the people which our quality assurance professionals should contact during test & turn up or maintenance of these arrangements?
- 12) Are there any other issues that TCG should consider?

We trust that your complete response to the above will allow us all to better serve our customers and more completely meet the requirements of recent legislation and regulation. TCG is confident that, if we work together in this effort, we can all reduce the number and severity of service calls we receive from our respective customers.

We ask that your response be in writing, and be provided no later than Friday, August 1, 1997. If you can provide responses to certain questions earlier than that date, TCG would appreciate receiving them. Thank you very much.

Regards,

Frank Hoffmann

cc: Joseph Schwartz - TCG  
Jim Washington - TCG  
Bill French - BST

July 8, 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

The South Florida LATA (460) is a sectorized LATA in that it contains two STP pairs. In a sectorized LATA usually one of the two pairs of STPs performs Global Title translations for the entire LATA.

Please identify the STP pair, by CLLI and point code, that performs these translations for the entire South Florida LATA (460). Please provide a response by Monday, July 14, 1997. Do not hesitate to contact me at the number or address listed above should you have any questions regarding this request.

Regards,

Frank Hoffmann

attachments

cc: Maryann Vallorano - TCG  
Bill French - BST

July 8, 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

I would like to follow up on an open issue from last year. Two letters were sent to Rich Dender, Account Manager, last October requesting information concerning Route Sets. This issue was also discussed at our meeting in Birmingham, AL, May 5, 1997.

Both letters are attached and request that BellSouth Telecommunications (BST) provide the status of BST's activity regarding the implementation of Route Sets in BST's Florida switches. I would like to again request this information from BST for not only Florida but the remainder of the states served by BST.

Please provide a response to TCG's previous inquiries by Monday, July 14, 1997. Do not hesitate to contact me at the number or address listed above should you have any questions regarding this request.

Regards,

Frank Hoffmann

cc: Peter Kist - TCG  
Paul Kouroupas - TCG  
Tilly Valls-McFadden, Esq.  
Jim Washington - TCG  
Bill French - BST

July 7 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

TCG's application for certification in Tennessee was approved on Wednesday, July 1, 1997. TCG would like to formally request that project meetings restart to finalize all ordering and provisioning requirements in Tennessee. As previously discussed, TCG is deploying switched networks in Chattanooga and Nashville, TN. Please have Wade Johnson or yourself contact me with a date to reconvene; providing alternate dates where possible.

As stated in previous correspondence it is TCG's position that ordering and provisioning should not be curtailed by BST pending state certification proceedings. TCG and BST both entered into an Agreement on July 15, 1996 regarding interconnection of facilities. TCG has also made assertions that it fully intends to comply with all state and local regulations and will not begin providing any services until it is legally authorized to do so. TCG again requests BST review its policy of not accepting orders or provisioning facilities prior to TCG's receipt of state certification.

Thank you in advance for scheduling this project team and your attention and assistance with this urgent matter. I can be reached at the number above should you have any questions regarding this request.

Regards,

Frank Hoffmann

cc: Ron Antoniello  
Paul Kouroupas  
Chris Marino  
Jim Washington  
Tilly Valls-McFadden, Esq.

---

BellSouth Interconnection  
Room South E4E1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

July 3, 1997

Mr. Frank R. Hoffmann  
Regional Director of Carrier Relations  
Southern Region  
Teleport Communications Group, Inc.  
25 South Charles Street  
Baltimore, MD 21201

Dear Frank:

In regard to your letter concerning Year 2000 Compliance. I am attaching the BellSouth compliance statement.

As more information becomes available I will forward it to you.

Regards,



Bill Morrison

attachment

cc: Bill French

## **BellSouth Corporation**

### **Year 2000 Compliance Statement**

Year 2000 compliance is a concern that we at BellSouth share with businesses around the world. Year 2000 compliance means that computer systems are designed and tested to correctly interpret and process data that represents the calendar year 2000 and beyond. Condensing the number of digits that represent a calendar year from four digits to two ("1997" is represented as "97," for example) is a convention originally meant to save keystrokes and computer storage. However, many computer programs regard all years as belonging in the same century. They interpret "00" as "1900" even if the intended year is "2000." This false interpretation produces incorrect calculations and may cause system outages. All computer systems must be specifically programmed for Year 2000 recognition.

At BellSouth, we are aggressively evaluating all system components the company owns or uses. We are determining potential impact of the century date change by conducting an inventory of computerized processes and testing them to determine the effect when 2000 is represented as "00." As potential hazards are identified, components are being converted and rigorously tested to ensure Year 2000 compliance before problems can occur.

We have established a Year 2000 compliance team to ensure that all information systems, telephony systems and business processes owned by BellSouth are prepared for the century date change. **BellSouth will not be responsible or liable for Year 2000 compliance of customer-owned equipment or customer-owned peripheral hardware that may be linked to equipment BellSouth owns.**

BellSouth also requires all vendor software it operates to be certified Year 2000 compliant. Software must undergo testing by BellSouth, or if tested by the vendor, the test results and test criteria must be verified by BellSouth. Vendor tests must clearly demonstrate that software products meet BellSouth's compliance specifications and the vendor must certify that the software will not cause any problems resulting from the Year 2000 date change.

BellSouth will enforce Year 2000 compliance in all new and existing mission-critical systems. We are committed to minimizing adversity to our customers by ensuring through all reasonable means that other information systems, telephony systems and business processes owned by BellSouth conform to industry-standard Year 2000 compliance requirements.



July 2, 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

RE: BST Distribution of Notices Regarding the 305/954 Area Code Split

Dear Bill:

This letter represents TCG's second formal written inquiry into BellSouth Telecommunications ("BST") distribution of unsigned form letters to Broward County, Florida business customers concerning the split of area code 305 and the implementation of the area code 954 interim relief plan in South Florida.<sup>1</sup>

Prior to the area code split, the 305 Numbering Plan Area ("NPA") encompassed Dade, Monroe and Broward Counties. Thereafter, the split required that only Dade and Monroe Counties remain part of the 305 NPA and Broward County come under the 954 NPA. Given that 954 is an interchangeable NPA (0 or 1 is not the second digit), there are inherent problems with PBX users attempting to originate a call to an interchangeable NPA. Among the problems experienced is the inability for the calls to be completed. As a result of these PBX-related difficulties, the Florida Public Service Commission approved the Attorney General's interim relief plan.<sup>2</sup>

---

<sup>1</sup> As you are aware, the Florida Public Service Commission issued an Order dated 12/6/95, Re: Petition for Adoption and Implementation of an Interim Relief Plan in Connection with Implementation of the 954 Area Code by the Attorney General for the State of Florida.

<sup>2</sup> The plan allows for the following, among other things:

1. Notification of all Broward County business customers who had a specific 305-NXX telephone number as of 1/1/96 that the NXX they had as of that date is being assigned to a carrier in 60 days. [This activity will continue until the 305 NPA is exhausted of all NXXs previously assigned to Broward County business customers.]
2. The business customer who previously had a telephone number in the 305-NXX, as of 1/1/96, which is being assigned may elect to reserve that telephone number for a minimum of 180 days, subject to such fees and upon such terms and conditions as the business customer and Carrier shall agree. The carrier to whom the 305-NXX is being assigned cannot reserve any number, previously assigned to a customer as of 1/1/96, during this 60 day notification process.

Mr. Bill Morrison  
BellSouth Telecommunications  
July 2, 1997  
Page 2

Please be advised that TCG does not offer RCF to its business customers in South Florida and is, therefore, not obligated under the Order to provide the service which BST's letters indicate is available. TCG is only obligated to reserve the 305-NXX previously assigned to the customer of record as of 1/1/96 ("Customer") for a period not to exceed 180 days. In addition, TCG is obligated to provide Intercept service to the Customer, if requested, at terms and conditions to be agreed upon between TCG and the Customer. TCG is at no time obligated to port the requested number to the Customer.

On November 4, 1996, Wanda Montano, then Director of Carrier Relations and CLEC Services, sent Mr. Robert Scheye of your office, a firm letter advising BST of their unauthorized use of TCG's name in the above-mentioned area code split notices sent to Broward County businesses (See: 11/4/96 letter enclosed). Ms. Montano's letter further notified BST that the TCG contact information and codes in question were incorrect. Finally, Ms. Montano's letter specifically requested that BST coordinate with TCG's Carrier Relations team and obtain TCG's approvals prior to utilizing TCG's name in any distribution.

Notwithstanding Ms. Montano's letter, BST failed to comply with her explicit requests outlined therein.

- 
3. Should the business customer who previously held a telephone number in the 305-NXX being assigned request that their previous number be reserved and wishes that the number be forwarded, then that 305-NXX telephone number would be ported to the business customer's current 954 telephone number via Remote Call Forwarding ("RCF"). The rates applicable to these ported calls from 6/1/96 to 12/31/96 were ordered at \$12 per month for the RCF feature and a complete waiver of all installation, Extended Calling Service usage and intrastate long distance charges. This rate structure was subject to expansion if BST were to file a tariff. This tariff filing would be applicable to all Carriers providing RCF and could apply to a time period other than 6/1/96 to 12/31/96. In addition, intrastate operator services charges were to be waived from 8/1/96 to 12/31/96 where the customer indicated a problem in dialing a 954-NXX telephone number.

The obligation to port a number utilizing RCF is not applicable to Wireless Carriers and is only applicable to those Alternate Local Exchange Carrier ("ALECs") who offer RCF as a service to their business customers.

4. Intercept services were ordered if an entire 305-NXX was unassigned to inform the caller that the NPA had been changed to 954. This service is to be provided at no charge. This service is also to be offered whether or not the ALEC offers RCF.

Once any number within the 305-NXX code was assigned and activated, the caller dialing an unassigned telephone number in the newly assigned 305-NXX code block would be instructed to dial the business customer's telephone number 954-NXX-XXXX. This type of intercept service would be subject to fees and terms agreed to by the Carrier and the business customer. [This scenario is contingent upon the business customer requesting that their previous 305-NXX telephone number be intercepted, and that the 305-NXX telephone number has not been assigned due to request or reservation].

Indeed, as recently as February 21, 1997, BST sent out another notification to business customers of record  
Mr. Bill Morrison  
BellSouth Telecommunications  
July 2, 1997  
Page 3

as of 1/1/96 advising them that 305-964 and 305-961 have been assigned to TCG with an activation date of 4/27/97. This recent BST notification once again violates our specific request that TCG's name not be used without our explicit approval and consent. Moreover, BST customers continue to call TCG offices requesting information as to how they can obtain the telephone number that was previously assigned to them in the 305 NPA. These incorrect letters which BST is mailing are causing serious confusion among your customers which TCG must then expend considerable time and expense to correct. Furthermore, TCG has not received any draft revisions to BST's notification letters as requested in the previous correspondence of Ms. Montano.

For all of these reasons, TCG demands the following:

- 1) BST cease and desist from further distribution of these unauthorized and incorrect mailings;
- 2) BST provide, by close of business July 14, 1997, copies of any and all area code split notification letters that have been sent since the 11/4/96 time frame;
- 3) BST obtain TCG approval prior to release by BST of any further area code notices that mention TCG; and
- 4) BST provide a revised copy of future draft correspondence BST intends to deliver to its customers of record regarding this issue in Broward County, Florida five (5) business days from the scheduled release date.

Thank for your attention to this matter and I look forward to working with you to resolve this issue.

Regards,

Frank Hoffmann

Enclosure

cc: Paul Kouroupas - TCG  
Tilly Valls McFadden, Esquire - TCG  
Jim Washington - TCG  
Bill French - BST  
Florida Public Service Commission

BellSouth Interconnection Services    205 988-7600  
Suite 350    Fax 205 988-6969  
One Chase Corporate Drive  
Hoover, Alabama 35244

Fred P. Monacelli  
Sales Assistant Vice President

June 27, 1997

Ms. Wanda Montano  
Vice President Carrier Relations  
Teleport Communications Group  
Suite 2000  
25 South Charles Street  
Baltimore, MD 21201

Dear Wanda:

As stated in Bill French's letter to you dated June 23, 1997, we are currently reviewing the issues raised in your letter dated June 18, 1997. As promised, we are keeping you advised by way of this letter of the current status of this review.

We are extremely concerned that TCG believes our account team is unable to conduct business in a "reasonable and professional manner" over the telephone. I have not heard from you since our April 4, 1997, meeting in Atlanta, GA and my follow up with my team indicated that we were making progress on all of the issues that were raised at that time. In fact, Frank Hoffmann's letter of April 10, 1997, was the agenda my team used for a meeting that you attended in Birmingham on May 5 & 6, 1997.

Regarding your concern with the level of attention TCG receives from your account team in comparison with other Competitive Local Exchange Customers (CLECs), we have expanded the size of your account team and at the same time have reduced the number of accounts assigned to Bill Morrison, TCG's assigned account manager. Bill Morrison and other members of your account team are in frequent (almost daily) contact with personnel in your South Florida, Staten Island, Denver and Baltimore organizations.

Many of the issues raised in the attachments to your letter have been resolved as of this writing or are in process of being resolved by BellSouth. I assure you that BellSouth is working these issues in good faith and is striving to resolve all open issues as quickly as possible.

Bill French, Sales Director, and Bill Morrison have developed a detailed status on all issues and will work with Frank Hoffmann to set up a meeting within the next two weeks. At this time, BellSouth and TCG will meet to ensure that all open items are addressed and a clear action plan is developed to work on a resolution of any open items. We understand that Frank Hoffmann is on vacation this week, however, Bill Morrison will contact him early next week to set up this meeting.

Again let me assure you that BellSouth wants to provide TCG with the level of service it desires, and your account team will work with you to resolve issues in a timely manner.

Yours truly,

  
Fred Monacelli

**BellSouth Interconnection Services** 205 977-0535  
South E4E1 Fax 205 977-0037  
3535 Colonnade Parkway Pager 800 729-1372  
Birmingham, Alabama 35243

**William D. French**  
Sales Director

June 23, 1997

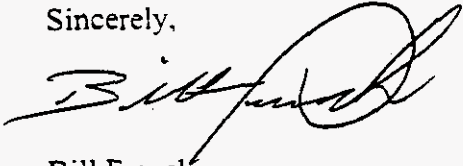
Ms. Wanda Montano  
Vice President Carrier Relations  
Teleport Communications Group  
25 South Charles Street  
Suite 2000  
Baltimore, MD 21201

Dear Wanda:

This is to confirm receipt of your letter to Fred Monacelli dated June 18, 1997. We are currently reviewing your letter and plan to provide a BellSouth response to you by close of business on June 27, 1997.

During the interim, if you have any questions about this matter please feel free to call me at (205) 977-0535 or Fred Monacelli at (205) 988-7600.

Sincerely,



Bill French  
Sales Director

cc: Fred Monacelli - BellSouth  
Bill Morrison - BellSouth

June 19, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

This correspondence is intended as a follow-up to the outstanding/unresolved issues that TCG has raised during the last three months. Please forward a response to these issues in writing to my attention. I request that the response be in writing to enable both TCG and BST to have documentation to reference when future issues of a like nature arise and to eliminate the need for numerous requests and the potential for conflicting replies.

Regards,

Frank Hoffmann

attachments

cc: Paul Kouroupas - TCG  
Wanda Montano - TCG  
Jim Washington - TCG  
Bill French - BST

June 18, 1997

Mr. Fred Monacelli  
Assistant Vice President Sales  
Interconnection Services  
One Chase Corporate Drive  
Suite 350  
Hoover, AL 35244

Dear Fred:

TCG would like to bring to your attention the difficulties it is experiencing in conducting business in your region. TCG has had to endure prolonged delays and continuous roadblocks created by your Interconnection Services business unit in Birmingham, AL.

Attached for your edification is the correspondence that TCG has been forced to resort to due to the inability of your team to conduct business in a reasonable and professional manner over the telephone. It is only through documentation such as this that TCG can hope to direct your attention to TCG's numerous unanswered requests. I am asking that you intercede on TCG's behalf and stress to your team that TCG is to be treated in equitable manner and that our inquiries cannot go unanswered for weeks at a time.

Unlike larger CLECs who have a dedicated account team, TCG is forced to compete with others for the attention of the generic account team to which TCG has been assigned. TCG demands that you take whatever steps necessary to treat us on a parity basis not only with BST but with other CLECs as well.

TCG would like to be in a position to support BST in its efforts to seek 271 relief, but given your performance to date TCG is forced to intercede and adamantly argue that BST is in no shape or form deserving of that relief. TCG requests that BST reply, in writing, to the numerous inquiries that have been made to your company as referenced in the attached.

I thank you for your time and assistance in these matters. Please contact Frank Hoffmann should you or others in your company wish to discuss the issues I have raised.

Regards,

Wanda Montano  
Vice President Carrier Relations

attachments

cc: Frank Hoffmann - TCG  
Paul Kouroupas - TCG  
Jim Washington - TCG  
Joe Baker - BST

June 17, 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

It has come to my attention that TCG is once again experiencing difficulty in establishing Gateway Service in Bell South's territory in south Florida. The continuing problems which TCG is experiencing with BST in provisioning Gateway Service has placed TCG at a competitive disadvantage.

TCG has placed orders with BST to have traffic destined for IDS's CIC directed to TCG's Gateway trunk groups. I have been informed this order has been canceled by BST. BST has directed TCG to (1) issue disconnect orders to BST to discontinue IDS' service with BST and (2) that TCG must also issue orders to direct traffic destined for IDS' CIC to TCG's Gateway trunk groups. In addition, BST has demanded that TCG do this for the entire South Florida LATA. TCG's approach is to phase in this service by moving traffic at the end office level and then redirecting IDS' remaining traffic for the entire LATA at a later date. This practice has been established given the numerous problems encountered with BST in the past regarding blocking, translation errors and order cancellation. The translations that determine which trunk group a carrier's CIC is routed are end office specific and therefore do not warrant a wholesale LATA wide change. Please reconsider your position as stated above and remove any roadblocks to TCG's provision of a service that is competitive to that offered by BST.



Please clarify your position as well as provide BST's intentions concerning the rating and compensation mechanism to be employed with TCG's provision of Gateway Service in BST's jurisdictions. A prompt response is expected by Thursday June 19, 1997. Thank you for your continued assistance in these matters.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Charlie Greenhagen - TCG  
Paul Kouroupas - TCG  
Wanda Montano - TCG  
Jim Washington - TCG  
Bill French - BST

June 16, 1997  
(via fax)

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

A conference call was held between TCG and BST on Monday, April 14, 1997, to discuss FGD trunk groups that TCG was ordering to offer 2PIC service in Florida. The call was held to discuss ASRs which TCG was submitting to establish FGD trunk groups from each BST access tandem in LATA 460 to TCG's switch. The express purpose of the call was to ensure that BST understood that these trunk groups were to be used for 2PIC and to not confuse them with trunk groups utilized for TCG's Gateway service. The conference call was held on Monday, and the ASRs were sent the next day, Tuesday, April 15, 1997, with a desired due date of May 12, 1997.

During the week of May 5, 1997 BST informed TCG that BST would not be able to meet the May 12 due date, which BST had committed to previously, and requested that the due date be changed to June 6, 1997. TCG complied with this request and sent new documentation to BST. The evening of Friday, May 30, 1997, Pinky Reichert - BST telephoned Jose Rodriguez - TCG to inform him that TCG's ASRs for FGD trunks to be used for 2PIC had been canceled, not by TCG, but by BST. Pinky stated that BST did not think TCG required these trunk groups because TCG already had established Gateway trunk groups which contained TCG's CIC (292). This was the exact reason that TCG requested a conference with BST back in April. TCG went beyond its responsibilities in requesting the call with BST and even after TCG devoted time and resources to ensure that BST understood the purpose and intended use of these facilities BST still failed.

In establishing the FGD trunk groups ordered by TCG for use with 2PIC BST discovered that it had erroneously opened TCG's CIC and pointed it towards TCG's Gateway trunk groups. BST then inferred that TCG did not need the 2PIC FGD trunks and that TCG could use the Gateway trunk groups instead. As a result of this incorrect assumption BST canceled TCG's orders for service.

TCG expressly informed BST beforehand that separate facilities are required by TCG to provision the 2PIC service. Wanda Montano and myself came to your location on Monday, May 5, 1997, and met with you and Pinky Reichert. Trunk groups required to interconnect BST's network with TCG's was an item of discussion. TCG went to great lengths to explain the difference between trunk groups used for interconnection, Gateway and 2PIC. Later that same month it was readily apparent that BST still did not understand, but felt that at its discretion it could cancel customer orders without consulting the customer who had ordered the facilities.

TCG's Gateway service utilizes a switch-based feature (TDX) that is incompatible with the AIN features that will be used for TCG's 2PIC service. TCG's CIC should never have been opened on the Gateway trunk groups. As a result of BST inappropriately opening TCG's CIC and pointing it to the Gateway trunk groups BST has exposed TCG to fraud. To prevent fraud from occurring TCG, at its own expense and effort, had to utilize the TDX switch feature to block all calls that carried TCG's CIC of 292.

BST of its own accord erroneously determined that TCG did not need the facilities it had ordered and canceled them. Not only did BST cancel the orders, but BST failed to contact TCG to discuss the issue. This again is the same issue that TCG discussed with BST on April 14, 1997, to ensure that exactly this situation did not occur.

TCG submitted documentation to BST on Thursday, June 5, 1997, to change the CIC on the Gateway trunks from 292 to 517. TCG has also resubmitted ASRs to establish 2PIC trunk groups that were canceled by BST. These resubmitted 2PIC ASRs have a due date of June 27, 1997. This is a full 46 days past the original due date agreed to by BST and TCG in April, 1997. Not only has TCG been forced to double the effort related to ordering service from BST, but it has had to endure work-arounds to counteract BST's ineptness. The due date of June 27, 1997, is unacceptable at best, and given the fact that BST has caused this situation, despite TCG's numerous attempts at informing BST, it is TCG's position that BST should expedite these orders for service to reflect the fact that BST was in error. The reissued ASRs carry an installation interval of 16 business days. This is more time than is reasonably necessary for BST to install trunks that should have been available to TCG on May 12, 1997. BST, through its anti-competitive actions, has precluded TCG from offering a competing service to that offered by BST and has damaged TCG's integrity with its potential customers who were ready to avail themselves of this service one month ago today.

Please focus your efforts on ensuring that TCG's trunks are provisioned properly and that BST does not now or in the future ever cancel orders for service prior to contacting TCG. I would also request that BST do everything possible to better the due date assigned TCG and install these trunks in a timely manner. I look forward to hearing from you no later than Thursday, June 19, 1997, concerning BST's ability to provide these trunks in a much more timely manner.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Paul Kouroupas - TCG  
Wanda Montano - TCG  
Jim Washington - TCG  
Bill French - BST

June 6, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

I would like to discuss BellSouth's policy of assessing TCG nonrecurring trunk installation charges and specifically their pertinence to Intermediary and Gateway trunk groups. It is the position of TCG that charging by each company to the other is redundant, wasteful and inappropriate.

The provision of Intermediary trunk groups is beneficial to both parties and a service that is mutual and complimentary. TCG and BST both recover their costs from providing switched services, as well as the costs attributable to the underlying facilities, from minute of use (MOU) charges assessed to Interexchange Carriers (IC), Independent Companies (ICO), wireless service providers, paging, etc. The attempt to collect monies for a cost that is recovered via another vehicle is double-recovery and not allowed by state or federal regulatory bodies. BST does not charge itself for the provision of interoffice facilities but recovers its costs through MOU charges. Nor does BST or ICOs charge each other for the provision of mutually provided access services, but rather provision to the meet-point between their respective companies and recover their costs via MOU charges. The same should hold true for interoffice facilities provisioned between TCG's network and that of BST's. The fact that TCG is authorized to provide dial tone in BST's territory should no alter BST's course of cost recovery to the extent that BST requests TCG to pay for items not normally charged entities not in direct competition with BST.

TCG will not be held hostage for the provision and enhancement of BST's network. Work of equal value and integrity is performed on each side of the interconnection point by our two companies. It is TCG's position that having each company render billing and then dispute each others charges is time consuming and unproductive. Therefore, we ask that charges related to these trunk groups be expunged and that charges not be rendered for installation of trunk groups of this type.

The same argument holds true for facilities installed to provision TCG's Gateway service. With this service TCG provides an alternative to ICs who wish to have either diversity and/or an alternative to passing their traffic through BST's tandem. Instead, ICs have the option to terminate their traffic, in part or in total, via TCG's tandem for termination on BST's network. The negotiated interconnection Agreement between TCG and BST states that when TCG terminates Gateway traffic to a BST tandem that BST may recover 100% of all access charges associated with this traffic. TCG receives no compensation for calls of this type. In addition, BST wishes to charge TCG full nonrecurring charges for traffic sent over these facilities. When TCG delivers Gateway traffic directly to a BST end office a percentage, between 67% and 88%, of the applicable charges is retained by BST. Again BST, through its assessment of nonrecurring installation charges, expects TCG to pay for facilities of which BST is receiving compensation via MOU charges it is assessing ICs.

Once more, TCG must protest this unethical and anticompetitive stance which BST has chosen. The treatment of TCG in any manner other than as a peer operating on a parity level is inexcusable. We will not be dissuaded from our position and urge BST to reconsider and cease attempts to assess charges when cost recovery is achieved via MOU charges. TCG will gladly credit all past charges assessed BST for trunk groups employed for the provision of Intermediary and Gateway traffic if BST will reciprocate. Please contact me with BST's position so that we may continue our positive relationship and build toward the future.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Paul Kouroupas - TCG  
Wanda Montano - TCG  
Jim Washington - TCG  
Bill French - BST

June 5, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

I would like to follow up on BellSouth's policy regarding activation of NXX codes and acceptance of ASRs discussed on the Interconnection Project Planning conference call Wednesday, May 21. This letter is intended to restate TCG's understanding of BST's position, as well as TCG's rationale for disagreeing with it.

TCG is an authorized provider of interstate switched access services. This authorization was received from the FCC and provides TCG the ability to provide end-to-end interstate switched access services to TCG's customers. This authorization extends the right to request and have NXX codes assigned to TCG to facilitate this ability. BST has no jurisdiction or authority to decline valid requests for NXX codes by TCG or to simply reserve NXX codes for TCG. I request that BST process the NXX code requests that TCG has submitted for the state of Alabama, and that BST activate the codes which were reserved for TCG in Tennessee. TCG did not request that these codes be reserved but that under our authorization as a provider of interstate switched access services that they be assigned.

BST also stated that when trunk installation is complete that BST would require an additional fifteen days per LATA to test the translations that BST has performed in its switches. The North American Numbering Plan Guidelines specifically state that as the code administrator BST has twenty-one days to process the application for an NXX, send the application to BellCore, and provide the results to the requestor of the NXX code. The Guidelines also provide for forty-five days for all switched service providers to properly translate the NXX codes into their switches. BST's requirement to require an additional fifteen days to test what BST has already been given forty-five days to perform properly is discriminatory, prejudicial, and illegal. I strongly request that BST review this position and that BST perform any internal testing within the industry standard forty-five day interval allotted to them. I am sure that BST does not require this burdensome and capricious activity of themselves or any other LEC (i.e., Nynex, Bell Atlantic,

PacBell, etc.).

TCG has filed for certification as a provider of local exchange services in both Tennessee and Alabama. TCG is authorized and has been providing local exchange service within the BST serving area in Florida since July of 1996. An interconnection agreement exists between BST and TCG for every state in BST's jurisdiction which became effective July 15, 1996. The interconnection agreement covers all nine BST states including both Alabama and Tennessee. The receipt of authorization to be certified as a local exchange provider in both states is imminent and undeniably evident. BST's position of not accepting or provisioning facilities ordered from BST by TCG only serves to further delay competition in BST's marketplace. TCG's only request is that BST accept and provision orders for service received from TCG with the understanding that TCG cannot, and will not, provide local exchange service prior to state approval of TCG's applications.

TCG's request is that BST work together with us in establishing the necessary facilities and switch translations to allow TCG and BST to compete in the provision of local exchange service. To create imaginary requirements whose only purpose is to delay TCG's entry into the market is not in keeping with the letter or the spirit of the 1996 Telecommunication Act. The continuation of these unreasonable positions by BST only further prompts TCG to avail itself of the only course of action left by filing a formal complaint with the state commissions and, if necessary, ultimately seek litigation if necessary. Please respond to my concerns and reconsider BST's unreasonable position in order to avoid unnecessary testimony and litigation. I look forward to hearing from you soon on these issues.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Paul Kouroupas - TCG  
Wanda Montano - TCG  
Jim Washington - TCG  
Bill French - BST

June 2, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

As you may know, many of our customers are concerned with the Year 2000 compliance, including concern that TCG services not be disrupted when the Year 2000 arrives, and in the years beyond. To certify our services and protect our customers, TCG is requiring information from its vendors about Year 2000 compliance (and beyond) of their products.

As a key vendor to TCG, please provide us with the following information:

1. Name of any executive in your organization responsible for Year 2000 compliance.
2. Name of a lead technical representative that we may contact.
3. A list of your products that TCG purchases and the status of the products concerning Year 2000 compliance.
  - a) If a product is compliant, please provide information as to how compliance was determined, date of compliance, generic or release numbers, and any other supporting material. Please indicate to what year compliance has been certified.
  - b) If a product is not compliant, or only partially compliant, please provide us with details as to how you plan to achieve compliance, by what date, and by what generic or release number.
4. Dependencies of compliance on other products or technologies, such as operating systems, hardware, etc.
5. The level of compatibility or interoperability of compliant equipment with existing



equipment and to what level such interoperability may need to be tested.

We would appreciate a response by June 18, 1997.

TCG's management is committed to meeting its customers' needs for uninterrupted service. We appreciate your participation in meeting this commitment.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Wanda Montano

April 14, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

I am writing to request information regarding BellSouth Telecommunications (BST) CARE processes. TCG intends to participate in the intraLATA PIC process and would like to be provided information regarding BST CARE interfaces to support this effort. Could you please provide this information to enable TCG to perform those steps necessary to establish itself as a provider of intraLATA toll services.

I can be reached on (410) 649-0303 and my fax number is (410) 649-0332.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Wanda Montano

April 10, 1997

Mr. Fred Monacelli  
Sales Assistant Vice President  
BellSouth Telecommunications  
One Chase Corporate Drive  
Suite 350  
Hoover, AL 35244

Dear Fred:

I would like to take the opportunity to thank you and the Interconnection Services team for meeting with Teleport Communications Group (TCG) last Friday at your headquarters in Atlanta. Your attitude towards TCG was refreshing and I look forward to developing a relationship and working together with you and your team during the coming years.

This letter is intended as a follow-up to our meeting and provides an itemized description of the items tabled at that meeting for later discussion as agreed. Please review these issues and feel free to add any items you feel are not addressed. I would like to use these issues as the starting point for discussions at our next meeting. I have grouped the issues by category to the extent possible.

**Billing**

- Application of nonrecurring charges for (i) interconnection, (ii) meet-point and (iii) gateway trunk groups.
- Switched access revenue due TCG on BellSouth Telecommunications (BST) telephone numbers ported to TCG via INP.
- PIU/PLU factors
  - IXC PIU factors required for meet-point trunk groups.
  - PLU factors required for interconnection trunk groups.
- BIPs required to apportion mileage for meet-point trunk groups.
- Recording, auditing and reconciliation of local interconnection traffic in accordance with the BST/TCG Interconnection Agreement.
- Recording and billing of toll interconnection traffic in accordance with the BST/TCG Interconnection Agreement.
- Meet-point billing record exchange.
- BAN assignment by trunk group type.

- Rate charged for local/toll traffic exchange (review of Attachment B-1).
- Late payment charges. Application during reconciliation process.
- E 911 trunking charges. Identification of BAN under which charging is occurring.

### Numbering

- NXX
  - Assignment
  - Exhaust/Jeopardy
- Interim Number Portability Plan for 305/954 NPA split in Broward County, FL.
- HPNA vs FNPA (& digit vs 10 digit dialing)

### Ordering

- Reciprocity
  - TCG position
    - \* For each access tandem routed trunk ordered by TCG that BST will reciprocate by ordering an access tandem routed trunk.
    - \* For each end office trunk ordered by TCG that BST will reciprocate by ordering an end office routed trunk.
  - BST position
    - \* For each trunk ordered by TCG, either access tandem routed or end office routed, that BST will reciprocate by ordering an access tandem routed trunk.
- Independent Telephone Companies

### Other

- Contacts and escalation lists.
- Route Sets. Required to permit transfer of TCAP messages between TCG and BST networks. These route sets correlate switch point codes with their respective assigned NPA NXXs (See attached letters dated 10/8/96 and 10/11/96 to Mr. Dender).
- Directory Assistance
  - Implementation schedule if purchased by TCG.
  - BST efforts to comply with FCC order.
- Alabama/Tennessee implementation issues
  - E 911
    - \* List of E 911 access tandems by LATA.
    - \* List of rate centers served by each E 911 tandem.
    - \* List of PSAPs which subtend each E 911 access tandem by LATA.
    - \* MSAG
  - SS7
    - \* List of point codes for switches by LATA.
  - Access Tandems
    - \* List of access tandem points of interconnection by LATA.
  - Independent Telephone Companies (ICO)
    - \* List of those ICOs not directly connected to BST by LATA.
- Operational Support Systems (OSS)
  - NDM connectivity

- Telcom Act compliance/availability

**Interconnection Agreement**

- Documents required
  - Guide to Access (pg. 7 of Facility Based Guidelines)
  - License Agreement (appendix to Attachment C-14)
  - Boundary Document (Attachment to C-18)
  - E 911 Local Exchange Carrier Guide for Facility Based Providers
  - Facility Based Guidelines
- Unbundled loop cross-connect charge (See attached letter dated 2/12/97 from Susan Arrington)

Again, I would like to thank you for the opportunity to meet with you and other members of the BST Interconnection Services team Friday morning in Atlanta, and look forward to working with you in the future. I would like to schedule a two day meeting between BST and TCG at your earliest convenience to discuss the issues raised at our meeting in Atlanta. I can be reached on (410) 649-0303 and my fax number is (410) 649-0332.

Regards,

Frank Hoffmann  
Regional Director - Carrier Relations  
Southern Region

cc: Wanda Montano - TCG  
Jim Washington - TCG  
Bill Morrison - BST  
Pinky Reichert - BST

March 20, 1997

Mr. Bill Morrison  
Account Manager  
BellSouth Telecommunications  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Dear Bill:

I would like to take the opportunity to introduce myself to you as the Southern Regional Director, Carrier Relations with Teleport Communications Group (TCG). I will be responsible for all interconnection and related activities between TCG and BellSouth Telecommunications (BST). I look forward to meeting with you and appreciated the opportunity we had to talk yesterday.

TCG is in the process of activating DMS switches in the cities of Birmingham, Chattanooga and Nashville. As a result TCG is in need of interconnection related information regarding BST switches and interconnection processes.

By way of review I would like to reiterate via itemized questions the topics we discussed:

1. Are separate trunk groups required for the exchange of intraLATA local and toll traffic between TCG and BST, and are these trunk groups one-way or two-way.
2. Are separate Meet Point Billing trunk groups required for the exchange of Intermediary traffic (i.e., CLEC, IC, ITC, etc.) that transits BST's network, and are these trunk groups one-way or two-way.
3. Are separate Meet Point Billing trunk groups required to each BST access tandem for Intermediary traffic or does a single access tandem serve as an aggregation point within the LATA? If so, which one?
4. Will BST switch traffic destined for a telecommunications provider other than BST (i.e., CLEC, ITC, etc.) whose end office switch subtends the BST access tandem? If so, where BST has deployed multiple access tandems in a single LATA, which BST tandem will switch which providers' codes. In addition, is a separate trunk group required?

5. Will BST switch traffic destined for a telecommunications provider other than BST (i.e., CLEC, ITC, etc.) whose access tandem switch is interconnected with the BST network? If so, please identify the appropriate tandem to deliver traffic for other telecommunications providers who have also deployed access tandems (i.e., CLEC, ITC, etc.) in that LATA. In addition, is a separate trunk group required?
6. Is SS7/MF signaling "interworking" available at each of the BST access tandems in LATAs 470, 472 and 476?
7. Is a separate Choke trunk group required? If so, is there a specific NXX code(s) used for this purpose in each LATA?
8. Are there any EAS/ECS type calling routes in LATAs 470, 472 and 476? If so, please provide the exchanges between which these routes exist.
9. Please provide SS7 Point Code information for the following BST switches:  
(PC 000-000-000)

**Chattanooga**

CHTGTNNS84T  
CHTGTNNSDS1

**Nashville**

NSVLTNMT84T  
NSVLTNMTDS1  
NSVLTNMTDS3  
NSVLTNWM92T  
NSVLTNWMDS0

**Birmingham**

ANTNALMT0GT  
ANTNALMTDS0  
BRHMALHW0GT  
BRHMALHWDS0  
BRHMALMT0GT  
BRHMALMT25E  
BRHMALMTDS1  
GDSDALMT01T  
GDSDALMTDS0

10. Please provide OZZ and Circuit Code information for each BST tandem switch:

(Traffic Type	OZZ Code	Circuit Code)
011+	?	?
01+	?	?
1+	?	?
0+, 0-	?	?
800	?	?
900	?	?

Chattanooga

CHTGTNNS84T

Nashville

NSVLTNMT84T

NSVLTNWM92T

Birmingham

ANTNALMT0GT

BRHMALHW0GT

BRHMALMT0GT

GDSDALMT01T

11. In addition, please provide a listing of the Interexchange Carriers and their corresponding CICs that are working, or resident, in each BST access tandem.

Again, I would like to thank you for your assistance yesterday afternoon, and look forward to working with you in the future. I can be reached on (410) 649-0303 and my fax number is (410) 649-0332.

Regards,

Frank Hoffmann  
Southern Regional Director  
Carrier Relations

cc: Ron Antoniello- TCG  
Wanda Montano - TCG  
Pinky Reichert - BST



March 19, 1997

Ms. Val Sapp  
Manager, Industry Relations  
BellSouth Telecommunications  
600 North 19th St.  
3rd Floor  
Birmingham, AL 35203

Dear Val:

As a follow-up to our voice mail conversations today could you please provide any contact information you may have regarding the State 911 Coordinators for Alabama and Tennessee. To the extent there is no State Coordinator please provide any County or Local Municipality contacts that you may have. I will then work with them to discuss default ESN, etc.

Detailed below are the rate centers associated with the three TCG switch sites contained in the request for E911 information faxed to you March 14. The rate center information is provided to enable you to determine the appropriate E911 tandems currently utilized by BellSouth in providing E911 service to its end users.

<u>City</u>	<u>Rate Centers</u>
Chattanooga	Chattanooga, Cleveland and Soddy Daisy
Nashville Laverne, and	Ashland City, Franklin, Gallatin, Goodlettsville, Hendersonville, Lebanon, Mt. Juliet, Murfreesboro, Nashville, Nolensville, Smyrna Springfield
Birmingham	Alabaster, Bessemer, Birmingham, Calera, Chelsea, Pinson, Trussville, Vincent, Warrior and W. Blockton

Thank you in advance for your assistance. I can be reached on (410) 649-0303 or via fax on (410) 649-0332.

Regards,

Frank Hoffmann  
Director, Carrier Relations

cc: Wanda Montano

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Frank Hoffman**

**PARTY: Teleport**

**DESCRIPTION:**

1. Responses to Staff's 1st Set of Interrogatories Items 1-21 - Page 1
2. Responses to Staff's 2nd Set of Interrogatories Items 22-87 - Page 17

**PROFFERING PARTY: STAFF**

**I.D. # FH-2**

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 960786-TP EXHIBIT NO. 119  
COMPANY/ STAFF  
WITNESS: 9/2/97  
DATE: 9/2/97

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of BellSouth )  
Telecommunications, Inc.'s entry )  
into interLATA services pursuant )  
to Section 271 of the Federal )  
Telecommunications Act of 1996. )

Docket No. 960786-TP


Filed: June 4, 1997

TELEPORT COMMUNICATIONS GROUP INC.'S  
NOTICE OF SERVICE OF RESPONSES TO  
STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-21)

Teleport Communications Group Inc., by and through its undersigned counsel, hereby files Notice that it has served its Responses to the Florida Public Service Commission Staff's First Set of Interrogatories (Nos. 1-21) by hand delivery of the original and one copy of said Responses to Monica Barone, Esq., Division of Legal Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-1850, on this 4th day of June, 1997.

Copies of the Responses also have been served on all parties of record in the manner reflected on the attached Certificate of Service on this same date.

Respectfully submitted,

  
KENNETH A. HOFFMAN, ESQ.  
WILLIAM B. WILLINGHAM, ESQ.  
Rutledge, Ecenia, Underwood,  
Purnell & Hoffman, P.A.  
P. O. Box 551  
Tallahassee, FL 32302  
(904) 681-6788 (telephone)  
(904) 681-6515 (fax)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of foregoing Teleport Communications Group Inc.'s Notice of Service of Responses to Staff's First Set of Interrogatories (Nos. 1-21) was furnished by hand delivery (\*) and U. S. Mail to the following this 4th day of June, 1997:

Tracy Hatch, Esq.  
Marsha E. Rule, Esq.  
AT&T  
101 N. Monroe Street  
Suite 700  
Tallahassee, FL 32301-1549

Robin Dunson, Esq.  
AT&T  
1200 Peachtree Street, N.E.  
Atlanta, GA 30309-7733

Nancy White  
c/o Ms. Nancy H. Sims  
BellSouth Telecommunications  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301-1556

Everett Boyd, Esq.  
P. O. Drawer 1170  
Tallahassee, FL 32302

J.P. Gillan and Asso.  
P. O. Box 541038  
Orlando, FL 32854-1038

Richard Melson, Esq.  
P. O. Box 6526  
Tallahassee, FL 32314

Patricia Kurlin, Esq.  
Intermedia Communications  
3625 Queen Palm Drive  
Tampa, FL 33619-1309

Brian Sulmonetti  
1515 S. Federal Highway  
#400  
Boca Raton, FL 33432-7404

Martha McMillin  
780 Johnson Ferry Road  
#700  
Atlanta, GA 30342

Floyd Self, Esq.  
P. O. Box 1876  
Tallahassee, FL 32302

Timothy T. Devine  
Six Concourse Parkway  
Suite 2100  
Atlanta, GA 30328-5351

Peter Dunbar, Esq.  
P. O. Box 10095  
Tallahassee, FL 32301

Jeffrey Walker  
1425 Greenway Drive. #210  
Irving, TX 75038

Benjamin W. Fincher  
3100 Cumberland Circle  
#802  
Atlanta, GA 30339

Richard Rindler  
3000 K. Street, N.W. #300  
Washington, DC 20007

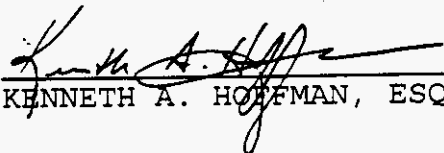
Andrew Isar  
P. O. Box 2461  
Washington, DC 98335-4461

Sue Weiske, Esq.  
160 Inverness Dr., West  
Englewood, CO 80112

Patrick K. Wiggins, Esq.  
Donna L. Canzano, Esq.  
P. O. Drawer 1657  
Tallahassee, FL 32302

Monica Barone, Esq. (\*)  
FPSC  
Division of Legal Services  
Room 370  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Joseph A. McGlothlin, Esq.  
Vicki Gordon Kaufman, Esq.  
117 S. Gadsden Street  
Tallahassee, FL 32301

  
KENNETH A. HOFFMAN, ESQ.

cc: notice

**DOCKET NO. 960786-TL**  
**TELEPORT COMMUNICATIONS GROUP INC.'S**  
**RESPONSES TO**  
**STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-21)**

1. **Section 271(c)(1)(a) of the Act states that a BOC meets the requirements of this subparagraph if it has entered into one or more agreements that have been approved under section 252 specifying the terms and conditions under which the BOC is providing access and interconnection to its network facilities of one or more unaffiliated competing providers of a telephone exchange service (as defined in section 3(47)(A), but excluding exchange access) to residential and business subscribers.**

- a. **What is "telephone exchange service" pursuant to this section? Please include cites to all applicable rules and a list of all services, functions, and capabilities that would be encompassed in your definition.**

The term "telephone exchange service" means "services within a telephone exchange, or within a connected system of telephone exchanges within the same area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge". 47 U.S.C. §3(47)(A).

- b. **Has BellSouth entered into one or more binding agreements that have been approved or are pending approval pursuant to section 252 which specify the terms and the conditions by which BellSouth will provide access and interconnection to unaffiliated competing providers for the purpose of providing telephone exchange service to residential and business subscribers in Florida? If so, please identify all such agreements.**

This question is better addressed to BellSouth. TCG has entered into a negotiated interconnection agreement with BellSouth which specifies the terms and conditions under which TCG and BellSouth will interconnect their networks for the purposes of providing telephone exchange service to residential and business subscribers in Florida.

- c. **If BellSouth has entered into one or more agreements as contemplated by Section 271(c)(1)(a), is BellSouth actually providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers?**

Although BellSouth has implemented its interconnection agreement with TCG, BellSouth has failed to comply with its parity in service obligations under Section 251(c)(2)(C) of the Telecommunications Act of 1996 (see response to Interrogatory No. 8).

Any interconnection agreement with TCG or another carrier that is used by an RBOC to satisfy 271 for the purpose of interLATA relief must be fully operational as to all 14 Checklist items. Section 271(d)(3)(A)(I) requires a finding by the Federal Communications Commission ("FCC") that "the Bell operating company . . . has **fully implemented** the competitive checklist" (emphasis added). "Implemented" plainly means that each item in the checklist is **actually being provided to a competitor in a fully operational manner**. To ignore this requirement would be to disregard the plain words chosen by Congress. Moreover, it would also frustrate the public policy purpose behind Section 271(d)(3)(A)(I). Therefore, Section 271(c)(1)(A) may not be read to mean any less than requiring a fully operational agreement.

Paper promises do not guarantee tangible results. Therefore, BellSouth must adhere to objective and concrete performance standards and be required to report on compliance with those performance standards in order to ensure that interconnection agreements under 271(c)(1)(A) are in fact implemented as intended by Congress. TCG suggests that monitoring BellSouth's performance in providing interconnection requirements to itself, the large IXC's, and BellSouth's top ten customers will provide an adequate barometer for whether BellSouth is providing service to alternative local exchange companies ("ALECs") "that is at least equal in quality" as required by the Act. In addition, quantitative measurements must be recorded and reported regularly and continuously so that a showing can be made by BellSouth that its compliance is in fact sustained in the face of large numbers of requests for interconnection and in every exchange in which a competitor operates. The burden of proof must be on BellSouth to prove that it meets this standard. The absence of such a showing warrants the denial of interLATA relief for BellSouth.

Effective performance standards and reporting requirements that are in place **before** interLATA entry by BellSouth are required to ensure that competition can flourish in Florida's local exchange markets after such interLATA relief is granted. Once BellSouth has received interLATA relief, the only present incentive that induces cooperation by BellSouth will disappear. Therefore, to ensure lasting compliance by BellSouth with performance standards beyond interLATA relief, it is imperative that the PSC adopt strict penalties to discourage possible anticompetitive treatment of competitive local exchange carriers by BellSouth. Without performance standards, reporting requirements and penalties, competitors will not have adequate means to prevent anticompetitive conduct on the part of BellSouth. Currently available options, such as making a complaint to the FCC, are lengthy and expensive procedures that allow BellSouth to permanently undermine its competitors' services in the eyes of customers before any relief can be granted.

1. **In order to meet the requirements of Section 271(c)(1)(a), is it necessary for BellSouth to actually be providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers? Please explain?**



Yes. The Act requires that BellSouth provide "access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service . . . to residential **and** business customers. 47 U.S.C. §271(c)(1)(A). The Act, by its plain words, requires that access and interconnection also be supplied to the ALEC for use in serving residential customers in addition to business customers.

2. **Are the competing providers to the agreements listed in b. providing telephone exchange service to residential subscribers?**

Not applicable.

- d. **If BellSouth has entered into one or more agreements as contemplated by section 271(c)(1)(a), is BellSouth actually providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to business subscribers?**

No, not necessarily. See Response to Interrogatory 1.c.

1. **In order to meet the requirements of Section 271 (c)(1)(A), is it necessary for BellSouth to actually be providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to business subscribers? Please explain.**

Yes. See Response to Interrogatory 1.c. TCG notes that the Department of Justice has asserted that a BOC must do more than simply provide interconnection and access to its network facilities to one or more unaffiliated competing providers. In addition, the BOC must "demonstrate that the local market has been irreversibly opened to competition. To satisfy this standard, a BOC must establish that the local markets in the relevant state are fully and irreversibly open to the various types of competition contemplated by the 1996 Act -- the construction of new networks, the use of unbundled elements of the BOC's network, and resale of the BOC's services."<sup>1</sup>

2. **Are the competing providers to the agreements listed in b providing telephone exchange service to residential subscribers?**

---

<sup>1</sup> Evaluation of the United States Department of Justice filed on May 16, 1997 in In the Matter of Application of SBC Communications Inc. et. al. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in the State of Oklahoma, CC Docket No. 97-121, at 41.

Not applicable.

e. **Section 271 (c)(1)(A) of the Act states that a competing provider must provide telephone exchange service to residential and business subscribers.**

1. **How will BellSouth determine whether unaffiliated competing providers are actually providing telephone exchange service to residential and business subscribers?**

It is not for BellSouth to make this determination. The Commission has the responsibility for determining whether or not sufficient competition exists for both residential and business subscribers.

2. **How should telephone exchange service provided to residential and business subscribers by competing providers be measured? (E.g., access lines, customers, etc.)**

The important consideration is that it is consistently measured.

3. **Should competing providers be required to provide telephone exchange services to more than one residential subscriber and one business subscriber? Please explain and include cites to all applicable rules and statutes in your analysis.**

TCG interprets this question to ask whether a local exchange entrant must serve more than merely one residential customer and one business customer in order for BellSouth to meet the requisite competition dictated by Section 271(c)(1)(a). In order to enter the interLATA market, BellSouth must not only meet Section 271(c)(1)(a), but must also meet the public interest standard of Section 271(d)(3)(C). TCG directs the Commission to comments of the Department of Justice regarding this issue. The Department clearly indicates that an ALEC must have an opportunity to enter the market in three ways -- rebranding of ILEC service, resale of unbundled elements, and real competition. The Department stated:

**"In performing its competitive analysis, the Department seeks to determine whether the BOC has demonstrated that the local market has been irreversibly opened to competition. To satisfy this standard, a BOC must establish that the local markets in the relevant state are fully and irreversibly open to the various types of competition contemplated by the 1996 Act -- the construction of new networks, the use of unbundled elements of the BOC's network, and resale of the BOC's services."**<sup>2</sup>

---

<sup>2</sup> Evaluation of the Department of Justice, supra at fn. 1, at 41 (emphasis added).

The Department further emphasized:

“Since the three paths serve distinct and complementary purposes, local markets should not be considered to be practicably open to competition unless each of these paths is fully available to local entrants.”<sup>3</sup>

2. **How should the phrase “exclusively over their own telephone exchange service facilities” be interpreted? Please include cites to all applicable rules and statutes in your analysis.**

The plain meaning of the term “exclusively” dictates that a competing carrier should provide service only over facilities that are not owned and controlled by a BOC in order to meet this standard. In addition, Section 271(c)(1)(A) distinguishes carriers that serve customers “exclusively over their own telephone exchange services facilities” from carriers that provide services “predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunication services of another carrier.” Since service that is provided “predominantly over [a carrier’s] own facilities” is referenced to include only service provided in “combination with the resale of service of another carrier,” it is obvious that Congress intended facilities based service provided in combination with resold services to be excluded from the intended meaning of services provided “exclusively over [a carrier’s] ... facilities ....”

As pointed out in the previous question, the Department of Justice has insisted that this full facilities-based entry into the local exchange market must be open to facilities-based local exchange competitors before BellSouth is granted interLATA authority.

3. **Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service exclusively over their own telephone exchange service facilities? If so, please list the carriers.**

TCG utilizes a combination of its own facilities and those of BellSouth in order to provision local telecommunications services in Florida.

4. **If the answer to interrogatory 25 (sic) is yes, of the competing providers for which BellSouth has binding agreements, what percentage are currently providing telephone exchange service exclusively over their own telephone exchange service facilities?**

Not applicable.

---

<sup>3</sup> Id. at 42-43.

5. Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications service of another carrier? If so, please list the carriers.

TCG utilizes a combination of its own facilities and those of BellSouth in order to provision local telecommunications services in Florida.

6. If the answer to Interrogatory 27 (sic) is yes, what percentage of the competing providers that BellSouth has binding agreements with is providing telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier.

Not applicable.

7. How should the word "predominantly" referred to in section 271(c)(1)(a) be defined?

"Predominantly" facilities-based, by its plain dictionary definition, means that at least 51% of the customers served by entrants are served solely through facilities that do not belong to BellSouth. Up to 49% can be served through facilities provided by the competitor in combination with facilities provided by BellSouth.

8. The following interrogatories address BellSouth's performance for the purpose of evaluating its forthcoming requests for interLATA authority under Section 271(c)(2)(B) of the Act. They specifically address the requirements for provision of interconnection to ALECs certificated in Florida, as set for (sic) in Section 271(c)(2)(B)(i) and 47 C.F.R. 51.305.

- a. Have you requested interconnection with Bell South?

TCG requested interconnection with BellSouth on February 9, 1996.

- b. If the answer to a. is yes, please describe the types of interconnection requested, and the terms and provisions of your interconnection agreement with BellSouth.

TCG requested interconnection with BellSouth for the purposes of providing telephone exchange service to business subscribers in Florida. TCG and BellSouth successfully negotiated an interconnection agreement which was submitted to the Commission for approval on July 26, 1996.

- c. If the answer to a. is yes, have you received interconnection from BellSouth in a manner you requested for all locations? Please explain.

TCG does not believe it is receiving interconnection services in conformance with Section 251(c)(2)(C) of the Telecommunications Act of 1996.

- d. Are you providing service to customers or otherwise operational? If so, please identify, by percentages, the relative proportion of residential and business customers you are serving.**

TCG is providing local telecommunications services to business customers in Florida.

- e. If the response to a. is no, why have you not requested interconnection with BellSouth? Please explain your answer, and state whether you plan to request interconnection, and if possible, provide an approximate date.**

Not applicable.

- f. If the response to c. is no, please explain to the best of your knowledge, why you have not received interconnection, and identify the problems, if any. State whether you expect to obtain satisfactory interconnection agreements and, if possible, when you expect to be operational. Also, state whether you expect the Commission intervention will be required.**

BellSouth has not produced any data demonstrating that the quality of service it provides TCG is at least equal to the quality of service BellSouth provides itself.

TCG believes that BellSouth fails to route traffic to TCG in a manner consistent with its obligations under Section 251(c)(2)(C) of the Telecommunications Act of 1996 or with the terms and conditions of the Interconnection Agreement. TCG is experiencing significant percentages of call blocking for traffic coming from BellSouth to TCG. This is because BellSouth has elected to route all traffic destined to TCG via its tandem offices rather than establish direct end office trunking arrangements with TCG.

TCG has proposed a solution to BellSouth which would require BellSouth to utilize the trunking arrangements TCG has in place at BellSouth end offices. So far, BellSouth has refused to change its routing schemes. In all likelihood, TCG will have to bring this before the Commission for resolution in the very near future.

- g. Have you received interconnection at all points where you have requested it?**

Yes.

- h. If the answer to g. is no, please explain why you have not received interconnection at all points where you have requested it and identify the problems, if any.**

Not applicable.

- i. **If the answer to g is no, and to the extent not previously answered, do you expect your request(s) for interconnection to be provided at each point that has been requested, without Commission intervention? If so, when do you expect that to occur?**

Not applicable.

- j. **Please explain your understanding of the requirement that BellSouth provide interconnection at a level of quality at least equal to that which it provides itself, a subsidiary, and affiliate, or any other party, in Section 51.305 of the FCC's Rules. Please include in your explanation a description of the technical criteria and service standards that you believe or know that BellSouth uses within its own network, and which you believe are applicable to your requested interconnection arrangement(s).**

Section 271(c)(2)(B)(i) of the Telecommunications Act of 1996 requires BellSouth to interconnect with TCG in accordance with the requirements of Section 251(c)(2) and 252(d)(1). Section 251(c)(2)(c), in turn, mandates that BellSouth must provide interconnection to TCG "that is at least equal in quality to that provided by the local exchange carrier to itself or any subsidiary, affiliate, or any other party to which the carrier provides interconnection...." As the FCC found in its Local Competition Order,<sup>4</sup> the interconnection standards that an incumbent local exchange carrier such as BellSouth must satisfy must correspond to its own internal interconnection standards. BellSouth has not published or otherwise made available its own internal interconnection standards.

- k. **To the best of your knowledge, are you receiving requested interconnection at a level of quality at least equal to that which BellSouth is providing itself or to others?**

TCG does not believe it is receiving interconnection services in conformance with Section 251(c)(2)(c) of the Telecommunications Act of 1996.

- l. **If the answer to k. is no, please explain in detail why you believe this is the case. To the extent necessary, do you expect to resolve this without Commission intervention? If so, when?**

BellSouth has not published or otherwise made available its own internal

---

<sup>4</sup> In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 First Report and Order, 4 Comm. Reg. (P&F) 1 at para. 224 (August 8, 1996) ("Local Competition Order").

interconnection standards. Nor has BellSouth provided any data which would suggest that the quality of interconnection services it provides to TCG corresponds to the quality of interconnection services it provides itself. The burden of demonstrating compliance with Section 251(c)(2)(C) rests with BellSouth, not TCG.

- m. **Have you requested interconnection that is either superior or inferior to that which BellSouth provides itself?**

No.

- n. **If the answer to m. is yes, please explain the nature of your request, how it differs from the quality of service BellSouth provides to itself or its affiliates, and whether it has been provided in the manner requested.**

Not applicable.

- o. **If the answer to m. is no, please explain the response, to the best of your knowledge, why it has not been provided according to your request. Do you expect to resolve this without Commission intervention? If so, when?**

Not applicable.

- p. **Has BellSouth complied with the provisioning period(s) specified in your agreement?**

Not applicable.

- q. **If the answer to p. is no, please explain in detail why you believe this is the case. Do you expect to resolve this without Commission intervention? If so, when?**

Not applicable.

9. **Section 271(c)(2)(B)(ii) of the Telecommunications Act of 1996 requires nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1). Please define "nondiscriminatory access to network elements" as used in Section 271(c)(2)(B)(ii).**

TCG defers to the FCC which has determined "that the phrase 'nondiscriminatory access' in section 251(c)(3) means . . . where technically feasible, the access to unbundled elements provided by an incumbent LEC must be *at least equal in quality* to that which the

incumbent LEC provides itself.”<sup>5</sup> Therefore, BellSouth must provide network elements to competitors such as TCG that are at least equal in quality to that which it provides itself.

**10. Have you requested, from BellSouth, access to unbundled network elements (UNEs) as defined by the FCC and FPSC Orders?**

**A. If the answer is yes, please list the following information:**

- 1. each element requested; and**
- 2. the point of interconnection requested for each element.**

TCG has requested that BellSouth provide unbundled high capacity services to TCG provisioned out of collocation arrangements established with BellSouth.

**11. Is BellSouth currently providing you with access to UNEs at any technically feasible point in accordance with the requirements of section 251 (c) (3) of the Telecommunications Act of 1996 and pursuant to 271 (c) (2) (B) (ii) and applicable rules promulgated by the FCC and FPSC Orders?**

**a. If yes, please list the following information:**

- 1. each element being provided by BellSouth,**
- 2. the point of interconnection being provided for each element,**
- 3. the rate being charged for each element,**
- 4. the reason(s) why any element requested from BellSouth was not provided; and**
- 5. the reason(s) why the point of interconnection requested from BellSouth was not provided.**

TCG purchases high capacity services from BellSouth out of BellSouth's applicable tariff.

**12. For each UNE identified in your response to interrogatory 33. a., please list all of the UNE's features, functions and capabilities.**

---

<sup>5</sup> Local Competition Order, at para. 312 (emphasis added).



- a. Are all the features, functions, and capabilities listed being provided in accordance with 47 C.F.R. 51.307?
- b. If the answer to a. is no, please provide the reason(s) why all the features, functions, and capabilities listed are not being provided in accordance with 47 C.F.R. 51.307?

Not applicable.

**13. Are the UNEs identified in Interrogatory 33.a.1 (sic) at least equal in quality to that which BellSouth provides to itself?**

- a. If the answer is no, is the quality at a level specifically provisioned in your Company's interconnection agreement with BellSouth?
- b. If the answer to a. is no, please explain the reason why BellSouth has varied the level of quality.

BellSouth needs to provide the data demonstrating its compliance with Section 251(c)(2)(C) of the Telecommunications Act of 1996.

**14. Define "quality of access" as it relates to UNEs.**

- a. Is the quality of access to UNEs being provided, at least equal in quality to that which BellSouth provides to itself?
- b. If the answer to a. is not in the affirmative, is the quality of access to UNEs at a level specifically provisioned in your Company's interconnection agreement with BellSouth?
- c. If the answer to b. is no, please explain reason(s) why BellSouth has varied the level of quality.

BellSouth needs to provide the data demonstrating its compliance with Section 251(c)(2)(C) of the Telecommunications Act of 1996.

**15. Has your Company made any written or verbal complaints to BellSouth regarding the provision of UNEs or quality of access to such elements? Please provide detailed information regarding each verbal and written complaint made to BellSouth by your Company, including but not limited to:**

- a. explanation of complaint,

- b. BellSouth's response to the complainant; and**
- c. the resolution, if any, of the complaint.**

TCG is continuing a diligent search for written documentation of and correspondence concerning such complaints and will provide copies of any documents concerning such complaints to Staff.

**16. Section 271 (c)(2)(B)(xiv) requires access or interconnection provided or generally offered by BellSouth to ensure that telecommunications services are available for resale in accordance with the requirements of Sections 251 (c) (4) and 252 (d) (3). Has your company requested from BellSouth any telecommunications services for resale pursuant to 251 (c)(4) of the Act. If so, please provide the following information.**

- a. List all telecommunications services your company has requested from BellSouth.**
- b. List all telecommunications services that BellSouth has provided to your company.**
- c. Please identify the wholesale discount for each telecommunications service listed in b.**
- d. Please identify any conditions or limitations as contemplated by Section 251 (c)(4)(B) that BellSouth has imposed on any service identified in a. and b.**
- e. Please explain why you believe BellSouth has imposed each condition or limitation identified in d.**

TCG has not ordered any services for resale at this time.

**17. Has your company expressed any complaints or concerns to BellSouth about how it provides resold telecommunications services pursuant to Section 251 (c)(4)? If so, please provide the following information:**

- a. an explanation of the nature of each complaint or concern; and**
- b. whether the complaint or concern has been resolved. If so, how. If not, why not.**

TCG has not ordered any services for resale at this time.

**18. Has BellSouth refused to offer any telecommunications service for resale pursuant to 251 (c) (4)? If so, please provide the following information:**

- a. a list of the telecommunications services that BellSouth has refused to provide; and**
- b. an explanation as to why BellSouth has refused to offer the telecommunications services list in a.**

TCG has not ordered any services for resale at this time.

**19. Do you believe that wholesale rates identified in 38.c. comply with the pricing structure of 252(d)(3)? Please explain why or why not.**

TCG has no comment at this time.

**20. Can BellSouth comply with 271(c)(2)(B)(xiv) if it provides resale at negotiated wholesale rates or does BellSouth have to provide resale at Florida Public Service Commission established wholesale rates? Please explain your response.**

TCG has no comment at this time.

**21. Since the section 251(c)(4) doesn't reference Section 252, does the language in 252(a)(1) that allows BellSouth to enter into a binding agreement with another telecommunications carrier without regard to the standards set forth in subsections (b) and (c) of Section 251 allow BellSouth to negotiate a wholesale rate that is different than what the state commission establishes pursuant to 252(d)(3)? If so, please explain your reasoning.**

TCG has no comment at this time.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Consideration of BellSouth )  
Telecommunications, Inc.'s Entry into ) DOCKET NO. 960786-TL  
InterLATA Services Pursuant to )  
Section 271 of the Federal )  
Telecommunications Act of 1996. )

RESPONSE OF TELEPORT COMMUNICATIONS GROUP INC. TO STAFF'S SECOND  
SET OF INTERROGATORIES (NOS. 22 - 87)

22. Section 271(c)(1)(B) states that a Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(1), and a statement of the terms and conditions that the company generally offers to provide such access and interconnection has been approved or permitted to take effect by the State commission under section 252(f). For purposes of this subparagraph, a Bell operating company shall be considered not to have received any request for access and interconnection if the State commission of such State certifies that the only provider or providers making such a request have (i) failed to negotiate in good faith as required by section 252, or (ii) violated the terms of an agreement approved under section 252 by the provider's failure to comply, within a reasonable period of time, with the implementation schedule contained in such agreement.

a. Have you requested access and interconnection as described in subparagraph 271(c)(1)(A)?

Yes. TCG requested access and interconnection as described in subparagraph 271(c)(1)(A) on February 9, 1996.

b. Can BellSouth obtain interLATA authority pursuant to section 271(c)(1)(B)? Please explain.

No. The Department of Justice recently issued its opinion with regards to the Application of Southwestern Bell for interLATA relief. In its opinion, the Department of Justice found that Section 271(c)(1)(A) and Section 271(c)(1)(B) are mutually exclusive. TCG

would concur with the Department of Justice's analysis. (See, Evaluation of the Department of Justice, In re Application of SBC Communications Inc. Et al. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in the State of Oklahoma, CC Docket No. 97-121, at 41 (May 16, 1997)). Moreover, the statutory language is clear that Section 271(c)(1)(b) is an option for BellSouth only if no provider timely requests access and interconnection consistent with Section 271(c)(1)(A). Because access and interconnection were timely requested, BellSouth may not obtain interLATA authority pursuant to Section 271(c)(1)(B).

- c. Can BellSouth obtain interLATA authority by complying with the requirement of section 271 by combining portions of 271(c)(1)(A) and (B)? Please explain your reasoning for your response.**

No. The Department of Justice recently issued its opinion with regards to the Application of Southwestern Bell for interLATA relief. In its opinion, the Department of Justice found that Section 271(c)(1)(A) and Section 271(c)(1)(B) are mutually exclusive and therefore cannot be combined. TCG would concur with the Department of Justice's analysis. (See, Evaluation of the Department of Justice, In re Application of SBC Communications Inc. Et al. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in the State of Oklahoma, CC Docket No. 97-121, at 41 (May 16, 1997)).

- 23. Have you requested local loop transmission between the central office and the end user's premises that is unbundled from local switching or other services from BellSouth, pursuant to 271(c)(2)(B)(iii) and applicable rules promulgated by the FCC?**

- a. If yes, has BellSouth provided the local loop transmission between the central office and the end user's premises, unbundled from local switching or other services, pursuant to 271(c)(2)(B)(iii) and applicable rules promulgated by the FCC?**

To date, TCG has not requested local loop transmission services from BellSouth.

- 24. If BellSouth is providing unbundled local loop transmission, is the quality of the service equal to the standards set forth in the contract? If not, please explain.**

Since TCG does not purchase unbundled loop services from BellSouth, TCG is not in a position to answer this question. TCG would note, however, that the burden of proving compliance with federal or state law rests with BellSouth and not TCG.

25. If you are receiving unbundled local loop transmission from BellSouth, have you made any complaints to BellSouth regarding the provision of such service? If so, provide detailed information regarding each complaint made to BellSouth, including, but not limited to:

- a. description of the complaint;
- b. BellSouth's response to the complaint; and
- c. the resolution, if any, of the complaint

This question is not applicable to TCG.

26. If BellSouth has not provided the requested unbundled local loop transmission pursuant to 271(c)(2)(B)(iii) and applicable rules promulgated by the FCC, then explain what reasons BellSouth has given for not providing the requested service.

This question is not applicable to TCG.

27. Section 271(c)(2)(B)(v) requires access or interconnection provided or generally offered by BellSouth to ensure that local transport is unbundled from the trunk side of a wireline local exchange carrier switch from switching or other services.

- a. Please provide a diagram and explanation of local transport as contemplated by Section 271(c)(2)(B)(v).

Local transport is a component of switched access service consisting of transmission between an interexchange carrier's point-of-presence and a local exchange carrier's central office. For an additional description of local transport, see In the Matter of Access Charge Reform, CC Docket No. 96-262, Notice of Proposed Rulemaking, Third Report and Order and Notice of Inquiry (released Dec. 24, 1996), ¶25 et seq.

- b. Have you requested unbundled local transport from BellSouth? If so, when did BellSouth provide the unbundled local transport to you?

TCG has not requested unbundled local transport from BellSouth.

- c. Identify the rate that BellSouth charged for the provision of unbundled local transport.

This question is not applicable to TCG.

**d. Was the rate identified in c. provided via negotiation, arbitration or tariff? If the rate was provided via negotiation or arbitration, please answer the following questions.**

- 1. Has the agreement has been filed with the Commission? If so, identify the docket number associated with the agreement.**
- 2. Has the agreement been approved by the Commission?**

This question is not applicable to TCG.

**28. Section 271(c)(2)(B) of the Act states that in order for a BOC to meet the requirements of this subparagraph, the BOC must provide access or interconnection to other communications carriers, and such access or interconnection should include Section 271(c)(2)(B)(vi). Section 271(c)(2)(B)(vi) of the Act states that such access or interconnection should include local switching unbundled from transport, local loop transmission, or other services.**

**a. Please define the following pursuant to Section 271(c)(2)(B)(vi):**

- 1. Local switching unbundled from transport.**
- 2. Local loop transmission.**
- 3. Other services.**

TCG believes the FCC adequately defined these items in its Interconnection Order.

**b. Is BellSouth providing the following to other communications carriers pursuant to Section 271(c)(2)(B)(vi):**

- 1. Unbundled local switching unbundled from transport?**
- 2. Unbundled local loop transmission?**
- 3. Unbundled other services?**

TCG does not have information available that would allow it to respond comprehensively to this data request. BellSouth bears the burden of proving its compliance with Section 271(c)(2)(B)(vi).

**c. What elements, functions, and/or capabilities constitute the following pursuant to Section 271(c)(2)(B)(vi):**

- 1. Unbundled local switching unbundled from transport?**
- 2. Unbundled local loop transmission?**

**3. Unbundled other services?**

TCG believes the FCC adequately defined these items in its Interconnection Order.

**d. Is BellSouth providing the following to other communications carriers as promulgated by the FCC's rules:**

- 1. Unbundled local switching unbundled from transport?**
- 2. Unbundled local loop transmission?**
- 3. Unbundled other services?**

TCG does not have information available that would allow it to respond comprehensively to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

**29. Section 271(c)(2)(B)(vii) requires nondiscriminatory access to 911 and E911 services, directory assistance services to allow other telecommunications carrier's customers to obtain telephone numbers, and operator call completion services. Please define "nondiscriminatory access" as used in Section 271(c)(2)(B)(vii).**

The Federal Communications Commission has determined "that the phrase 'nondiscriminatory access' in section 251(c)(3) means . . . where technically feasible, the access to unbundled elements provided by an incumbent LEC must be *at least equal in quality* to that which the incumbent LEC provides itself."<sup>1</sup> TCG believes this definition holds true in the context of Section 271 as well.

**30. Have you requested access to 911 and E911 services from BellSouth?**

Yes. TCG's Interconnection Agreement with BellSouth addresses access to 911 and E911 services. TCG is responsible for obtaining transport to BellSouth's 911 tandem. BellSouth is responsible for obtaining transport from its 911 tandem to the various Public Safety Answering Points ("PSAPs").

**31. Is BellSouth currently providing you access to 911 and E911 services?**

Yes, TCG is interconnected with BellSouth for 911 and E911 services.

---

<sup>1</sup>In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 at ¶312 (August 8, 1996) (emphasis added).



32. **If you have requested access to 911 and E911 services and are not currently receiving access to 911 and E911 services from BellSouth, please explain.**

This question is not applicable to TCG.

33. **Have you requested access to directory assistance services from BellSouth?**

TCG has not requested access to directory assistance services from BellSouth.

34. **Is BellSouth currently providing you with access to directory assistance services?**

This question is not applicable to TCG.

35. **If you have requested access to directory assistance services from BellSouth and are not currently receiving access to directory assistance services from BellSouth, please explain.**

This question is not applicable to TCG.

36. **Have you requested access to operator call completion services from BellSouth?**

No, TCG has not requested access to operator call completions services from BellSouth.

37. **Is BellSouth currently providing you with access to operator call completion services?**

This question is not applicable to TCG.

38. **If you have requested access to operator call completion services from BellSouth and are not currently receiving, from BellSouth, access to operator call completion services, please explain.**

This question is not applicable to TCG.

**39. Section 271(C)(2)(B)(viii) and the rules promulgated by the FCC, require BellSouth to provide white page directory listings for customers of other telecommunications carrier's telephone exchange service.**

**a. Under the terms of your agreement with BellSouth with respect to white page directory listings, were you required to execute an additional agreement with BellSouth's publishing affiliate, BellSouth Advertising & Publishing Corporation, (BAPCO)?**

No.

**b. If the answer to a. is affirmative, have you executed the additional agreement with BAPCO? If not, explain why not and identify the problems, if any.**

This question is not applicable to TCG.

**40. Have you submitted white page directory listings to BellSouth for inclusion in the appropriate white page directory(ies) of BellSouth?**

**a. If the answer to the above is affirmative, have you also provided updates to the listings submitted to BellSouth, including new, changed, and deleted listings? If so, have you experienced any problems updating your white page directory listings database with BellSouth?**

TCG has submitted white page directory listings to BellSouth for inclusion in the appropriate white page directories of BellSouth. To date, the most significant problem TCG has experienced with regards to directory listings concerned the timeliness of entry of the listing. However, BellSouth has recently improved the process.

41. Have your white page directory listings been published by BAPCO in any of BellSouth's directories: If so, identify the directory(ies) in which your white page directory listings appear (by town or city).

a. If the answer to the above is affirmative, were the white page directory listings published in accordance with your agreement? If not, explain why not and identify the problems, if any.

TCG's white page listings have not been published as of June 18, 1997.

42. Has BellSouth included all of your white page directory listings in the appropriate white pages or alphabetical directories?

a. If not, please explain why not and identify the problems, if any.

Because TCG's listings have not been actually published yet, it is impossible to determine this.

43. Have you requested BellSouth to deliver its directories to your subscribers? If so, has BellSouth complied? Please explain.

Yes. BellSouth has delivered directories to TCG's subscribers.

44. Please explain your understanding of how BellSouth incorporates (or plans to incorporate) your white page directory listings into BellSouth's database.

a. What database does BellSouth use to incorporate your white page directory listings?

This question is better directed to BellSouth. TCG does not have any first-hand knowledge of the internal processes utilized by BellSouth.

c. What does BellSouth charge you to maintain the database identified in a.?

BellSouth does not charge TCG for maintaining the database identified in a.

**45. Have you agreed with BellSouth on the appropriate lead time, timeliness, format, and content of listing information to be provided to BellSouth for publication of your white page directory listings?**

- a. If the answer to the above is affirmative, please provide the lead time, timeliness, format, and content of listing information that you have agreed upon in your signed agreement.**

Please refer to TCG's Interconnection Agreement with BellSouth.

- c. If the answer to the above is not affirmative, explain why not and identify the problems, if any.**

This question is not applicable to TCG.

**46. Has BellSouth provided you with a magnetic tape or computer disk containing the proper format for submitting subscriber listings?**

- a. If so, explain why not and identify the problems, if any.**

BellSouth has not provided this to TCG despite numerous requests from TCG.

- b. If not, is the format for submitting subscriber listings an industry-accepted format?**

The format for submitting subscriber listings is not an industry-accepted format.

- c. If the answer to b. is affirmative, identify, define, and describe the format used.**

TCG has attached a copy of the form used by BellSouth.

**47. Does BellSouth distinguish your white page directory listings from its white page directory listings in BellSouth's directories or databases?**

- a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and whether you agreed to allow BellSouth to distinguish between them.**

TCG does not have information available that would allow it to respond comprehensively to this data request. However, BellSouth bears the burden of proving that it in fact does not distinguish white page listings between itself and its competitors.

**48. Does BAPCO distinguish your white page directory listings in any way from BellSouth's white page directory listings in BellSouth (BAPCO) directories or databases?**

**a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and explain whether you agreed to allow BAPCO to distinguish between them.**

BellSouth bears the burden of proving that it in fact does not distinguish white page listings between itself and its competitors.

**49. Does BellSouth charge you for submitting white page directory listings? If so, how much are you charged for this service?**

No.

**50. Do you believe BellSouth and BAPCO have afforded the same level of confidentiality to your white page directory listings information as BellSouth and BAPCO affords to its own directory listing information?**

**a. If not, explain why not and identify any problems.**

TCG is unable to answer this question based on its knowledge of BellSouth's internal processes. BellSouth bears the burden of proving that its internal processes afford its competitors the same degree of confidentiality as it affords itself.

**51. Have you asked BellSouth to provide additional and/or optional white page directory listings?**

**a. If so, has BellSouth provided the additional and/or optional white page directory listings requested? If not, explain why not and identify the problems, if any.**

Yes. BellSouth has provided the additional and/or optional white page directory listings requested.

**52. How does BellSouth handle your non-published telephone numbers?**

TCG is unaware of BellSouth's internal processes. BellSouth bears the burden of proving its internal processes comply with state and federal law.

**53. Have you expressed any complaints or concerns to BellSouth regarding BellSouth's publishing of your white page directory listings information? If so, provide the following information:**

- a. Identify each complaint or concern, and provide an explanation of the nature of the complaint or concern.**

No.

- b. Has the complaint or concern identified in a. been resolved? If not, explain why not. If so, explain how the complaint or concern was resolved.**

This question is not applicable to TCG.

**54. Section 271(c)(2)(B)(ix) and the rules promulgated by the FCC, require that BellSouth provide access to telephone numbers for assignment to the other telecommunication carrier's telephone exchange customers. Have you requested access to telephone numbers for assignment to your telephone exchange customers from BellSouth?**

- a. If so, please provide the following information:**

- 1. the dated the request was made; and**
- 2. the date BellSouth fulfilled the request**

Yes. TCG has made requests beginning in October 1995. BellSouth fulfilled these requests beginning in January 1996.

**55. Do you believe BellSouth has provided you or other competing provider access to telephone numbers that is identical to the access that BellSouth provides to itself?**

**a. If not, please explain, in detail, how you believe the access to the telephone numbers differ.**

TCG is unaware of BellSouth's internal processes. BellSouth bears the burden of proving its internal processes comply with state and federal law and afford competing carriers the same access to telephone numbers as BellSouth enjoys.

**56. Have you requested access to telephone numbers for assignment to your telephone exchange customers that BellSouth could not provide?**

**a. If so, please provide a detailed explanation why BellSouth could not or did not fulfill the request.**

No.

**57. Did BellSouth charge you a fee for assignment or use of central office codes?**

**a. If yes, what is the amount of the fee?**

No.

**58. Have you lodged any written or verbal complaints regarding the provision of access to telephone numbers?**

**(a) If so, please provide the following information for each complaint:**

- 1. the name of the entity you filed the complaint with;**
- 2. the details of the complaint, including the date filed; and**
- 3. the resolution, if any, of the complaint, including the date resolved.**

No.

59. **Section 271 c)(2)(B)(x) and the rules promulgated by the FCC require nondiscriminatory access to databases necessary for call routing and completion.**

a. **Please define nondiscriminatory access to databases necessary for call routing and completion as used in Section 271(c)(2)(B)(x).**

TCG defers to the Federal Communications Commission which has determined "that the phrase 'nondiscriminatory access' in section 251(c)(3) means... where technically feasible, the access to unbundled elements provided by an incumbent LEC must be **at least equal in quality** to that which the incumbent LEC provides itself."<sup>2</sup> Therefore, BellSouth must provide network elements to competitors such as TCG that are at least equal in quality to that which it provides itself.

b. **Have you made any requests for access to databases necessary for call routing and completion?**

No.

c. **If the answer to b. is yes, please provide the following information for each entity that has requested access to databases necessary for call routing and completion.**

1. **the name of the entity who made the request;**
2. **each database the entity has requested access to; and**
3. **when access was requested for each database.**

This question is not applicable to TCG.

60. **Rule 51.319(e)(2)(iii), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that have purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth.**

---

<sup>2</sup>In *re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98 at ¶312 (August 8, 1996) (emphasis added).



- a. If you purchase local switching capability from BellSouth and you have requested access to its databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(2)(iii), C.F.R.?

This question is not applicable to TCG.

- c. If the answer to a. is no, identify each database for which access was not provided in accordance with 51.319(e)(2)(iii), C.F.R. and explain why access was not provided in each instance.

This question is not applicable to TCG.

61. Rule 51.319(e)(2)(iv), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows the requesting carrier to provide any call-related, database-supported services to customers served by the requesting telecommunications carrier's switch.

- a. If you have deployed your own switch and you have requested access to BellSouth's databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(2)(iv), C.F.R.?

This question is not applicable to TCG.

- b. If the answer to a. is no, identify each database for which access was not provided in accordance with 51.319(e)(2)(iv), C.F.R. and explain why access was not provided in each instance.

This question is not applicable to TCG.

62. Rule 51.319(e)(2)(vi) requires BellSouth to provide a requesting telecommunications carrier with access to call-related databases in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those databases it is currently providing access to you?

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules and Section 222 of the Telecommunications Act of 1996.

63. Section 271(c)(2)(B)(x) and the rules promulgated by the FCC require nondiscriminatory access to associated signaling necessary for call routing and completion.

- a. Please define nondiscriminatory access to associated signaling necessary for call routing and completion as used in Section 271(c)(2)(B)(x).

The Federal Communications Commission has determined "that the phrase 'nondiscriminatory access' in section 251(c)(3) means . . . where technically feasible, the access to unbundled elements provided by an incumbent LEC must be *at least equal in quality* to that which the incumbent LEC provides itself."<sup>3</sup> TCG believes this definition holds true in the context of Section 271 as well.

- b. Have you requested access to signaling networks necessary for call routing and completion from BellSouth?

This question is not applicable to TCG.

- c. If the answer to b. is yes, please provide the following information:

1. each signaling network for which you have requested access; and
3. When access was requested for each signaling network.

This question is not applicable to TCG.

---

<sup>3</sup> In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 at ¶312 (August 8, 1996) (emphasis added).

64. Rule 51.319(e)(1)(ii), C.F.R. requires that when a requesting telecommunications carrier purchases unbundled switching capability from BellSouth, that BellSouth will provide access to its signaling network from that switch in the same manner in which BellSouth obtains such access itself.

- a. If you purchase unbundled switching capability from BellSouth and you have requested access to signaling networks necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(1)(ii), C.F.R.?

This question is not applicable to TCG.

- b. If the answer to a. is no, identify each signaling network that access was not provided in accordance with 51.319(e)(1)(ii), C.F.R. and explain why access was not provided in each instance.

This question is not applicable to TCG.

65. Rule 51.319(e)(1)(iii), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with its own switch facilities access to BellSouth's signaling network for each of the requesting telecommunications carrier's switches. This rule also indicates that this connection shall be made in the same manner as BellSouth connects one of its own switches to a signal transfer point.

- a. If your company has deployed its own switch and your company has requested access to BellSouth's signaling network necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319(e)(1)(iii), C.F.R.?

This question is not applicable to TCG.

- b. If the answer to (a) is no, identify each database that access was not provided in accordance with 51.319(e)(1)(iii), C.F.R. and explain why access was not provided in each instance.

This question is not applicable to TCG.

66. Does your company interpret the competitive checklist in (x) of Section 271(c)(2)(B) of the Telecommunications Act of 1996 to include requirements listed in 51.319(e)(3), C.F.R., for System Management Systems? Please explain?

This question is not applicable to TCG.

67. FCC rule 51.319(e)(3)(B) requires BellSouth to provide a requesting telecommunications carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

- a. Has your company made any requests for information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

This question is not applicable to TCG.

- b. If the answer to question a. is yes, has BellSouth provided the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

This question is not applicable to TCG.

- c. If the answer to question b. is no, please explain why this information was not provided.

This question is not applicable to TCG.

68. Rule 51.319(e)(3)(C), C.F.R. requires BellSouth to provide a requesting telecommunications carrier the same access to design, create, test, and deploy Advanced Intelligent Network-based service at the service management system, through a service creation environment that BellSouth provides itself.

- a. Have you requested access to design, create, test or deploy Advanced Intelligent Network-based service at the service management system?

No.

- b. If the answer to question a. is yes, has BellSouth provided the same access to design, create, test and deploy Advanced Intelligent Network-based service at the service management system, through a service creation environment, the BellSouth provides itself.

This question is not applicable to TCG.

- c. If the answer to questions b. is no, please explain in detail why you believe BellSouth has not provided the same access.

This question is not applicable to TCG.

69. Rule 51.319(e)(3)(E), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with access to service management systems in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those service management systems it is currently providing access to you?

TCG does not have information available that would allow it to respond comprehensively to this data request. BellSouth bears the burden of proving its compliance with Section 222 of the Telecommunications Act of 1996.

70. Section 271(c)(2)(B)(xi) requires that until the date by which the Commission issues regulations pursuant to Section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, be provided with as little impairment of functioning, quality, reliability, and convenience as possible.

- a. Have you requested number portability service from BellSouth pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:

1. the date you requested this service;
2. the type of number portability measures BellSouth uses to provide number portability to your company;
3. the discount rate for BellSouth charges for number portability; and
4. any conditions or limitations that BellSouth has imposed on the service identified in (b).

TCG utilizes Remote Call Forwarding ("RCF") services to mimic number portability. The terms and conditions of this service are detailed in TCG's Interconnection Agreement with BellSouth.

**71. Have you expressed any complaints or concerns to BellSouth about how it provides number portability pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:**

- a. an explanation of the nature of the complaint or concern; and**
- b. whether the complaint or concern has been resolved. If so, how. If not, why not.**

TCG remains concerned that there is no way to stop a number portability order 24 hours after it is placed. TCG needs to be able to halt the number portability conversion process to accomodate customer needs. TCG has discussed this matter with BellSouth on several occasions and we are in the process of developing a solution.

Additionally, BellSouth's personnel responsible for RCF between carriers are not available on weekends. Most customers do not wish to perform the RCF cutover during normal business hours. However, BellSouth's retail customers can obtain assistance with RCF outside of normal business hours which raises the question as to whether or not BellSouth is providing service in compliance with Section 251(c)(2)(C) of the Telecommunications Act of 1996.

**72. Has BellSouth refused to provide you with number portability pursuant to 271(c)(2)(B)(xi)? If so, please provide the following information:**

- a. the reason or reasons why BellSouth has refused to provide you with number portability;**

No.

**73. Section 271(c)(2)(B)(xii) requires nondiscriminatory access to services or information necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).**

- a. Please define "nondiscriminatory access" as used in this section of the Act.**

The Federal Communications Commission has determined "that the phrase 'nondiscriminatory access' in section 251(c)(3) means . . . where technically feasible, the access

to unbundled elements provided by an incumbent LEC must be *at least equal in quality* to that which the incumbent LEC provides itself."<sup>4</sup> TCG believes this definition holds true in the context of Section 271 as well.

74. Refer to Section 251(b)(3) of the Act. This section of the act concludes that each telecommunications carrier has the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays. According to Section 3(15) of the act, dialing parity means "that a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications services provider of the customer's designation from among 2 or more telecommunications services providers (including such local exchange carrier)."

- a. Based on the Act's definition of dialing parity, to your knowledge, has BellSouth provided local dialing parity to competing providers of telephone exchange service? If so, list the competing carriers.

TCG does not believe that BellSouth has provided local dialing parity to any competing provider of telephone exchange service.

- b. Based on the Act's definition of dialing parity, has BellSouth, to your knowledge, provided local dialing parity to competing provider of telephone toll service? If so, list the competing carriers.

TCG does not have the information necessary to answer this question. BellSouth bears the burden of proving its compliance with the Telecommunications Act of 1996.

75. In FCC Order 96-333, the FCC's Second Report and Order issued August 8, 1996, the FCC concluded that section 251(b)(3) requires LECs to provide dialing parity to providers of telephone exchange or toll service with respect to all telecommunications services that require dialing to route a call and encompasses international, interstate, intrastate, local and toll services.

---

<sup>4</sup> In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 at ¶312 (August 8, 1996) (emphasis added).

- a. **Has BellSouth complied with this requirement in terms of encompassing international, interstate, intrastate, local and toll services? If not, explain in detail how BellSouth is not in compliance.**

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with Section 251(b)(3).

- b. **If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order.**

This question is not applicable to TCG.

76. **Utilizing the full 2-PIC presubscription method as required by FCC Order 96-333, has BellSouth completed its implementation of intraLATA and interLaTA toll dialing parity in Florida?**

- a. **If not, explain in detail the status, including the anticipated completion date, of BellSouth's implementation of intraLATA and interLATA toll dialing parity in Florida.**

TCG does not have information available that it would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving compliance with FCC Order 96-333.

77. **Rule 51.217(c)(1), C.F.R. provides that a LEC shall permit competing providers to have access to telephone numbers that are identical to the access that the LEC provides to itself.**

- a. **Has BellSouth complied with the requirements of this portion of the FCC's rules?**

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. **If not, explain in detail how BellSouth is not in compliance.**

This question is not applicable to TCG.



- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

78. Rule 51.217(c)(2), C.F.R. provides that a LEC must permit telephone service customers to connect to the operator services offered by that customer's chosen local service provider by dialing "0," or "0" plus the desired telephone number, regardless of the identity of the customer's local telephone service provider.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

79. FCC Rule 51.217(c)(3)(i) provides that a LEC shall permit competing providers to have access to its directory assistance services so that any customer of a competing provider can obtain directory listings, except for unlisted numbers, on a nondiscriminatory basis, notwithstanding the identity of the customer's local service provider, or the identity of the provider for the customer whose listing is requested. The Order (FCC-333) at page 14 concludes that nondiscriminatory access to directory assistance means that LECs that provide directory assistance must permit access to this service to competing providers that is at least equal in quality to the access that the LEC provides to itself.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules and Order? If not, explain in detail how BellSouth is not in compliance.

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules and Order.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules and Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

80. Rule 51.217(c)(3)(ii), C.F.R. provides that a LEC shall provide directory listings to competing providers in readily accessible magnetic tape or electronic formats in a timely fashion upon request.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

No. Please see TCG's response to Question 46.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

81. Rule 51.217(c)(3)(iii), C.F.R. provides that a LEC shall not provide access to unlisted telephone numbers, or other information that its customer has asked the LEC not to make available. The LEC shall ensure that access is permitted only to the same directory information that is available to its own directory assistance customers.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

82. **Rule 51.217(c)(3)(iv), C.F.R. provides that operator services and directory assistance services must be made available to competing providers in their entirety, including access to any adjunct features (e.g., rating tables or customer information databases) necessary to allow competing providers full use of these services.**

- a. **Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.**

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. **If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.**

This question is not applicable to TCG.

83. **Rule 51.217(d), C.F.R. provides that the refusal of a LEC to comply with the reasonable request of a competing provider that the LEC rebrand its operator services and directory assistance, or remove its brand from such service, creates a presumption that the providing LEC is unlawfully restricting access to its operator services and directory assistance.**

- a. **Has BellSouth complied with the requirements of this portion of the FCC's rules?**

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. **If your answer to part a. is yes, has BellSouth rebutted this presumption by demonstrating that it lacks the capability to comply with the competing provider's request? If yes, explain in detail why Bellsouth lacks the capability to comply with the competing provider's request.**

This question is not applicable to TCG.

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

84. The FCC's Order at paragraph 15 concludes that section 251(b)(3)'s requirement of nondiscriminatory access and its prohibition of unreasonable dialing delays applies to both the provision of local and toll dialing parity. Also, it concludes that the dialing delay experienced by customers of a competing provider should not be greater than that experienced by customers of a LEC providing dialing parity or nondiscriminatory access, for identical calls or call types.

- a. Has BellSouth complied with the requirements of this portion of the FCC's Order?

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. If no to part a., explain in detail how BellSouth is not in compliance.

This question is not applicable to TCG.

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

85. The FCC's Order at paragraph 15 concludes that the obligation of section 251(b)(3) of the Act, to avoid unreasonable dialing delays, places a duty on LECs that provide dialing parity, or nondiscriminatory access to operator services or directory assistance, to process all calls from competing providers on the same terms as calls from its own customers.

- a. Has BellSouth complied with the requirements of this portion of the FCC's Order?

TCG does not have information available that would allow it to comprehensively respond to this data request. BellSouth bears the burden of proving its compliance with FCC rules.

- b. If no to part a., explain in detail how BellSouth is not in compliance.

This question is not applicable to TCG.

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

86. Section 271(c)(2)(B)(xii) states the access and interconnection provided or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).

- a. Has BellSouth complied with the requirements of this section?

TCG does not believe BellSouth has implemented local dialing parity in accordance with the requirements of section 251(b)(3).

- b. If the answer to part a. is no, explain in detail how BellSouth is not in compliance?

To the best of TCG's knowledge, BellSouth's retail customers do not enjoy the option of subscribing to TCG for their local usage. That is, BellSouth end users are not able to route their local traffic to a presubscribed carrier of their choice in the same manner that they would be able to route their "toll" traffic to a presubscribed carrier of their choice assuming of course that BellSouth implements "toll" dialing parity.

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the Act. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

This question is not applicable to TCG.

87. Section 251(b)(5) defines the ILEC's responsibilities with respect to reciprocal compensation as the duty to establish such arrangements for the transport and termination of telecommunications. Section 271(c)(2)(B)(xiii) requires that access offered by BellSouth include reciprocal compensation arrangements in accordance

with the requirements of section 252(d)(2), the pricing standards for transport and termination of traffic. The following interrogatories address the extent to which BST has complied with the requirements of Section 252(d)(2) which require that the terms and conditions for reciprocal compensation be just and reasonable.

a. Have you requested transport and termination arrangements from BST?

Yes.

b. If the answer to a. is affirmative, state whether you provide wireline or wireless service, or both, and state whether you are certificated in the state of Florida.

TCG is certificated to provide wireline local exchange, intraLATA toll, and interLATA toll services throughout the state of Florida.

c. If the answer to a. is affirmative, state whether you have established transport and termination arrangements pursuant to an arbitrated or negotiated agreement, and whether you are operating pursuant to the terms and conditions of that agreement.

TCG is operating pursuant to a negotiated agreement with BellSouth.

d. If the answer to c. is affirmative, identify the rate for transport and termination established in your agreement, and describe the terms and conditions for reciprocal compensation in your agreement.

The rates, terms, and conditions for transport and termination can be found in the Interconnection Agreement.

e. If the answer to c. is affirmative, state whether the terms and conditions for reciprocal compensation in that agreement adequately provide for recovery of the additional costs associated with the transport and termination of BST's calls on your network.

In TCG's view, the terms and conditions for reciprocal compensation are not based on the additional cost standard contained in Section 252(d)(2) of the Telecommunications Act of 1996.

- f. If the answer to e. is not affirmative, explain why you believe that the terms and conditions for reciprocal compensation in that agreement do not provide for the recovery of the additional costs associated with the transport and termination of BST's calls on your network.**

The terms and conditions for reciprocal compensation are based upon traditional access charges and therefore overstate the additional costs associated with transport and termination. Additionally, TCG does not believe that the scope of traffic governed by the rates for transport and termination is sufficient. TCG believes all traffic originated on its South Florida network should be terminated pursuant to the rates for transport and termination.

- g. Do you believe the terms and conditions for reciprocal compensation as contained in your agreements are just and reasonable? Please explain.**

The terms and conditions for reciprocal compensation as contained in the Interconnection Agreement are just and reasonable, but not in compliance with Section 252(d)(2) as described above.

AFFIDAVIT

STATE OF New York

COUNTY OF Richmond

BEFORE ME, the undersigned authority, personally appeared Paul Kouroupas, who first being duly sworn deposes and says:

That he occupies the position of Vice President, Eastern Region Regulatory for Teleport Communications Group Inc. and is the person who has furnished the answers to Interrogatory Nos. 22-87, in Staff's Second Set of Interrogatories to Teleport Communications Group Inc. and that said answers are true and correct to the best of his information and belief.

Dated at Staten Island, New York this 17th day of June, 1997.

Paul Kouroupas  
(Name)

Sworn to and subscribed before me this 17<sup>th</sup> day of June, 1997, by Paul Kouroupas who is personally known to me.

Carolyn Corona  
NOTARY PUBLIC

State of New York

My commission expires: October 24, 1998

CAROLYN CORONA  
Notary Public, State of New York  
No. 01C05035097  
Qualified in Richmond County  
Commission Expires Oct. 24, 1998



**ATTACHMENT**

### Competitive Local Exchange Community

**Company** \_\_\_\_\_ **FAX #** (\_\_\_\_) \_\_\_\_\_

Served By \_\_\_\_\_ Telephone # ( ) - -

Remarks

## End User Name

End User Address

City/State/ZIP \_\_\_\_\_ Main Account Number ( ) \_\_\_\_\_

## True Living

☐ **New Account**☐ **Add to Current Acct**

☐ **Change Listing**      ☐ **Correct Listing**

☐ 5605/3235 ☐ Query #☐ Business      ☐ Residence☐ City Gov't      ☐ County Gov't☐ State Gov't ☐ US Gov't☐ Reg to Bus ☐ Bus to Reg

**Dual Name - List both ways?**      **Designs:** ☐ Bold    ☐ Bold X Line    ☐ Bold +    ☐ Extra Line (Standard)

☐ Yes    ☐ No

**Designer :** ☐ Bold ☐ Bold X Line ☐ Bold + ☐ Extra Line (Standard)

☐Script ☐Script X Line ☐Script + *(Designer Note Below)*☐ Advance Listing (AVL) Listing Remarks

**Attach additional pages as required.**

☐ Omit from Customer Lists46

### \$\$\$ Listed, Non-Listed or Non-Published

**Your Interventionist Action:**

**CONFIDENTIAL**

TCG - LATE FILED HEARING Exh 120  
FRANK HOFFMAN, DN 09465-97

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 760786-PL EXHIBIT NO. 120  
COMPANY/  
WITNESS: HOFFMAN / TCG  
DATE: 7/2-12/97

ORIGINAL  
FILE COPY

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Request for  
Production of Documents  
August 11, 1997  
Item No. 1  
Page: 1 of 1

REQUEST: Please produce copies of all documents that discuss the status of orders received from CLECs by BellSouth from January 1, 1997 to the present for Florida and for the BellSouth region. For purposes of this request, "status" includes, for a particular time period:

- (a) the number of CLEC order completed;
- (b) the number of CLEC orders pending; and
- (c) the number of CLEC orders rejected.

RESPONSE: (a) Please see BellSouth's response to AT&T's 1st Request for documents Item No. 8.

(b) BellSouth does not capture the information with which to respond to this request.

(c) BellSouth does not capture the information with which to respond to this request.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TL EXHIBIT NO. 121  
COMPANY: AT&T  
WITNESS: AT&T  
DATE: 9/2/97

DOCUMENT NUMBER-DATE

09450 SEP 17 97

FPSC-RECORDS/REPORTING

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Request for  
Production of Documents  
August 11, 1997  
Item No. 8  
Page: 1 of 1

**REQUEST:** Produce copies of documents to reflect service order activity, etc.

**RESPONSE:** These reports begin in January of 1997.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

Unbundled Loop Orders Recvd

This report answers Item #8a. Directly below is the count of UNE Loop orders by processors. See not below for more detail.

Issue Date	ALA	CCH	FLD	GR	GVA	
07-Jan-97			1			
08-Jan-97			6			
14-Jan-97			6			
15-Jan-97			1			
17-Jan-97			1			
18-Jan-97			1			
21-Jan-97			1		1	
22-Jan-97					1	
24-Jan-97			1		1	
25-Jan-97			3			
27-Jan-97	2		5			
28-Jan-97			3			
29-Jan-97			2			
30-Jan-97			2			
31-Jan-97	2				2	
03-Feb-97					7	
04-Feb-97					1	
05-Feb-97			3			
06-Feb-97			2		3	
07-Feb-97					3	
11-Feb-97					1	
12-Feb-97					2	
13-Feb-97					1	
14-Feb-97			1		2	
18-Feb-97			3		1	
19-Feb-97			1		3	
20-Feb-97					1	
21-Feb-97			5			
22-Feb-97	2		1			
24-Feb-97			2		1	
25-Feb-97			4			
26-Feb-97			1			
28-Feb-97			3		1	
03-Mar-97						1
04-Mar-97	2		1			
05-Mar-97	1		3		2	
06-Mar-97	3		1		1	

1  
6  
6  
1  
1  
1  
2  
1  
2  
3  
7  
3  
2  
2  
4  
7  
1  
3  
5  
3  
1  
2  
1  
3  
4  
4  
1  
5  
3  
3  
4  
1  
4  
1  
3  
6  
5

Unbundled Loop Orders Recvd

07-Mar-97	1		1		4		2
10-Mar-97			2		6		6
11-Mar-97			1		8		7
12-Mar-97					2		8
13-Mar-97	2		1		1		5
14-Mar-97			1		4		2
15-Mar-97	1				1		5
17-Mar-97			1		3		2
18-Mar-97			2		3		5
19-Mar-97					2	1	3
20-Mar-97			1		1		4
21-Mar-97	1		1		2		3
22-Mar-97					1		2
24-Mar-97					3	3	1
25-Mar-97	5				4		11
26-Mar-97	2		1		2		7
27-Mar-97	2				5		4
28-Mar-97					3		5
29-Mar-97					6		3
31-Mar-97	1				1	1	7
01-Apr-97					5	1	2
02-Apr-97			1		3		13
03-Apr-97					2		3
04-Apr-97	4						6
05-Apr-97	1						5
06-Apr-97					1		1
07-Apr-97			2		1		3
08-Apr-97			2		3		8
09-Apr-97	1		5		2		12
10-Apr-97	2				4		8
11-Apr-97			9				10
12-Apr-97							2
13-Apr-97					4		4
14-Apr-97	1		4		1		9
15-Apr-97	2		3		4	2	14
16-Apr-97	1		1		2		6
17-Apr-97			1		5		8
18-Apr-97	1		5		4		17
19-Apr-97	4				2		6

Unbundled Loop Orders Recvd

20-Apr-97	3				1			4
21-Apr-97			3				3	6
22-Apr-97	1				2		10	13
23-Apr-97			3		5	1	6	15
24-Apr-97	2					4	8	14
25-Apr-97	2		2		1	2	5	12
26-Apr-97					2		2	4
28-Apr-97	1				4		4	9
29-Apr-97	2				4		3	9
30-Apr-97	1		2		4		2	9
01-May-97			1		4	4	4	13
02-May-97			3		1		4	8
03-May-97					1			1
05-May-97	4		5		3		3	15
06-May-97	1		5		4		5	15
07-May-97			1		1		3	5
08-May-97			2	2	1		2	7
09-May-97							1	1
10-May-97			1		2		3	6
12-May-97	1		3			1	1	6
13-May-97	3		2		2		4	11
14-May-97	6				3	2	4	15
15-May-97	3				1	10		14
16-May-97	2		8		1	8	5	24
17-May-97	2		2		2	10		16
18-May-97	1		2	7	1	2	2	15
19-May-97	1		2		1	3	6	13
20-May-97	9		2		2	3	5	21
21-May-97	11		6		1	1	4	23
22-May-97	11		3		2	2	6	24
23-May-97	7		1			2	5	15
24-May-97	3							3
27-May-97	2				4		3	9
28-May-97	3		2		1	2	9	17
29-May-97	1		2		1		5	9
30-May-97			2		2		9	13
02-Jun-97	1		1				4	6
03-Jun-97	4		1	3		1	5	14
04-Jun-97	2		1	1	7	3	7	21

Unbundled Loop Orders Recvd

05-Jun-97	4		2		5	7	16
06-Jun-97	4					6	13
09-Jun-97	1				5	4	12
10-Jun-97	2					3	9
11-Jun-97	1		3	2		4	14
12-Jun-97	2			3		6	15
13-Jun-97				1		7	10
14-Jun-97						1	4
15-Jun-97	1						3
16-Jun-97						8	12
17-Jun-97	3		2	1	1	6	14
18-Jun-97						3	9
19-Jun-97	3		2	1	4	9	19
20-Jun-97	1		1		1	6	10
23-Jun-97	6		1	1	3	7	18
24-Jun-97			2	1	1	5	10
25-Jun-97	7		3		1	8	20
26-Jun-97	4		3	2	2	5	16
27-Jun-97	14		5		2	12	33
30-Jun-97	4		2		2	9	17
01-Jul-97	6		3		2	11	22
02-Jul-97			5	1	1	4	12
03-Jul-97	2	1			2	7	12
07-Jul-97	1		1		1	3	6
08-Jul-97					4	4	8
09-Jul-97	3		2			3	8
10-Jul-97	2		1			1	4
11-Jul-97	1		2	1	1	5	10
12-Jul-97						2	2
14-Jul-97					5	23	26
15-Jul-97				1	1	17	19
16-Jul-97	1			2		15	18
17-Jul-97	1		1	3	21	7	33
18-Jul-97				1	9	6	16
19-Jul-97						7	7
21-Jul-97					11	5	16
22-Jul-97	1		2		4	9	18
23-Jul-97	2		1		1	12	16
24-Jul-97	4			1	1	11	17



# Unbundled Loop Orders Recvd

25-Jul-97	1		1	3	1		18	24
26-Jul-97				5			4	9
28-Jul-97	2			2	7		6	17
29-Jul-97	4		2	1	8		12	27
30-Jul-97	3		1		24		4	32
31-Jul-97					14		9	23
	225	1	225	51	378	81	519	1480

Note: Below is a list of orders, by date, and the type of loop along with the number of loops associated with each order

Number of orders for Unbundled Loops Issued since January (Includes Items Per Order and Total Items) for all order types (N,D,C,F,T,R)

Issue Date	Order Type	Description	No. Orders	No. Items	Total Items
07-Jan-97	UEA	Unbundled Exchange Access Loop	1	9	9
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	10	10
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	19	19
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	20	20
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	5	5
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	6	6
08-Jan-97	UEA	Unbundled Exchange Access Loop	1	8	8
14-Jan-97	UEA	Unbundled Exchange Access Loop	1	22	22
14-Jan-97	UEA	Unbundled Exchange Access Loop	5	24	120
15-Jan-97	UEA	Unbundled Exchange Access Loop	1	3	3
17-Jan-97	UEA	Unbundled Exchange Access Loop	1	3	3
18-Jan-97	UEA	Unbundled Exchange Access Loop	1	1	1
21-Jan-97	UEA	Unbundled Exchange Access Loop	1	8	8
21-Jan-97	UEA	Unbundled Exchange Access Loop	1	2	2
22-Jan-97	UEA	Unbundled Exchange Access Loop	1	1	1
24-Jan-97	UEA	Unbundled Exchange Access Loop	1	2	2
24-Jan-97	UEA	Unbundled Exchange Access Loop	1	7	7
25-Jan-97	UEA	Unbundled Exchange Access Loop	1	16	16
25-Jan-97	UEA	Unbundled Exchange Access Loop	1	4	4
25-Jan-97	UEA	Unbundled Exchange Access Loop	1	7	7
27-Jan-97	UEA	Unbundled Exchange Access Loop	2	7	14
27-Jan-97	UEA	Unbundled Exchange Access Loop	1	28	28
27-Jan-97	UEA	Unbundled Exchange Access Loop	1	8	8
27-Jan-97	UEA	Unbundled Exchange Access Loop	1	16	16
27-Jan-97	UEA	Unbundled Exchange Access Loop	1	1	1

## Unbundled Loop Orders Recvd

27-Jan-97	UEA	Unbundled Exchange Access Loop	1	2	2
28-Jan-97	UEA	Unbundled Exchange Access Loop	2	10	20
28-Jan-97	UEA	Unbundled Exchange Access Loop	1	23	23
29-Jan-97	UEA	Unbundled Exchange Access Loop	2	45	90
30-Jan-97	UEA	Unbundled Exchange Access Loop	1	16	16
30-Jan-97	UEA	Unbundled Exchange Access Loop	1	20	20
31-Jan-97	UEA	Unbundled Exchange Access Loop	4	1	4
03-Feb-97	UEA	Unbundled Exchange Access Loop	1	5	5
03-Feb-97	UEA	Unbundled Exchange Access Loop	2	1	2
03-Feb-97	UEA	Unbundled Exchange Access Loop	4	2	8
04-Feb-97	UEA	Unbundled Exchange Access Loop	1	2	2
05-Feb-97	UEA	Unbundled Exchange Access Loop	2	2	4
05-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
06-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
06-Feb-97	UEA	Unbundled Exchange Access Loop	1	2	2
06-Feb-97	UEA	Unbundled Exchange Access Loop	2	3	6
06-Feb-97	UEA	Unbundled Exchange Access Loop	1	5	5
07-Feb-97	UEA	Unbundled Exchange Access Loop	2	3	6
07-Feb-97	UEA	Unbundled Exchange Access Loop	1	4	4
11-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
12-Feb-97	UEA	Unbundled Exchange Access Loop	1	2	2
12-Feb-97	UEA	Unbundled Exchange Access Loop	1	4	4
13-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
14-Feb-97	UEA	Unbundled Exchange Access Loop	1	24	24
14-Feb-97	UEA	Unbundled Exchange Access Loop	1	3	3
14-Feb-97	UEA	Unbundled Exchange Access Loop	1	5	5
18-Feb-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
18-Feb-97	UDN	Unbundled Two-Wire ISDN Loop	1	3	3
18-Feb-97	UEA	Unbundled Exchange Access Loop	2	1	2
19-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
19-Feb-97	UEA	Unbundled Exchange Access Loop	1	4	4
19-Feb-97	UEA	Unbundled Exchange Access Loop	2	5	10
20-Feb-97	UEA	Unbundled Exchange Access Loop	1	6	6
21-Feb-97	UEA	Unbundled Exchange Access Loop	2	24	48
21-Feb-97	UEA	Unbundled Exchange Access Loop	1	52	52
21-Feb-97	UEA	Unbundled Exchange Access Loop	1	11	11
21-Feb-97	UEA	Unbundled Exchange Access Loop	1	10	10
22-Feb-97	UEA	Unbundled Exchange Access Loop	1	10	10
22-Feb-97	UEA	Unbundled Exchange Access Loop	1	2	2

## Unbundled Loop Orders Recvd

22-Feb-97	UEA	Unbundled Exchange Access Loop	1	1	1
24-Feb-97	UEA	Unbundled Exchange Access Loop	2	2	4
24-Feb-97	UEA	Unbundled Exchange Access Loop	1	7	7
25-Feb-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
25-Feb-97	UEA	Unbundled Exchange Access Loop	1	16	16
25-Feb-97	UEA	Unbundled Exchange Access Loop	1	20	20
25-Feb-97	UEA	Unbundled Exchange Access Loop	1	8	8
26-Feb-97	UEA	Unbundled Exchange Access Loop	1	13	13
28-Feb-97	UEA	Unbundled Exchange Access Loop	1	11	11
28-Feb-97	UEA	Unbundled Exchange Access Loop	1	4	4
28-Feb-97	UEA	Unbundled Exchange Access Loop	1	20	20
28-Feb-97	UEA	Unbundled Exchange Access Loop	1	2	2
03-Mar-97	UEA	Unbundled Exchange Access Loop	1	3	3
04-Mar-97	UEA	Unbundled Exchange Access Loop	3	1	3
05-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
05-Mar-97	UEA	Unbundled Exchange Access Loop	1	13	13
05-Mar-97	UEA	Unbundled Exchange Access Loop	2	2	4
05-Mar-97	UEA	Unbundled Exchange Access Loop	1	20	20
05-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
06-Mar-97	UEA	Unbundled Exchange Access Loop	2	3	6
06-Mar-97	UEA	Unbundled Exchange Access Loop	1	5	5
06-Mar-97	UEA	Unbundled Exchange Access Loop	1	23	23
06-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
07-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
07-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	16	16
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	3	3
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	4	4
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
10-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
11-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
11-Mar-97	UEA	Unbundled Exchange Access Loop	1	9	9
11-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
11-Mar-97	UEA	Unbundled Exchange Access Loop	1	4	4
11-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
11-Mar-97	UEA	Unbundled Exchange Access Loop	2	3	6
12-Mar-97	UEA	Unbundled Exchange Access Loop	7	1	7
12-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2

## Unbundled Loop Orders Recvd

13-Mar-97	UEA	Unbundled Exchange Access Loop	2	1	2
13-Mar-97	UEA	Unbundled Exchange Access Loop	2	3	6
13-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
14-Mar-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
14-Mar-97	UEA	Unbundled Exchange Access Loop	1	5	5
15-Mar-97	UEA	Unbundled Exchange Access Loop	3	6	18
15-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
15-Mar-97	UEA	Unbundled Exchange Access Loop	1	21	21
17-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
17-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
18-Mar-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
18-Mar-97	UEA	Unbundled Exchange Access Loop	1	10	10
18-Mar-97	UEA	Unbundled Exchange Access Loop	1	22	22
18-Mar-97	UEA	Unbundled Exchange Access Loop	1	5	5
19-Mar-97	UEA	Unbundled Exchange Access Loop	1	16	16
19-Mar-97	UEA	Unbundled Exchange Access Loop	1	18	18
19-Mar-97	UEA	Unbundled Exchange Access Loop	1	19	19
20-Mar-97	UEA	Unbundled Exchange Access Loop	1	4	4
20-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
20-Mar-97	UEA	Unbundled Exchange Access Loop	1	3	3
20-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
21-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
21-Mar-97	UEA	Unbundled Exchange Access Loop	2	1	2
22-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
22-Mar-97	UEA	Unbundled Exchange Access Loop	1	8	8
24-Mar-97	UEA	Unbundled Exchange Access Loop	1	9	9
25-Mar-97	UEA	Unbundled Exchange Access Loop	5	1	5
25-Mar-97	UEA	Unbundled Exchange Access Loop	3	2	6
25-Mar-97	UEA	Unbundled Exchange Access Loop	2	5	10
25-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
26-Mar-97	UEA	Unbundled Exchange Access Loop	1	18	18
26-Mar-97	UEA	Unbundled Exchange Access Loop	2	9	18
26-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
26-Mar-97	UEA	Unbundled Exchange Access Loop	2	1	2
26-Mar-97	UEA	Unbundled Exchange Access Loop	1	7	7
27-Mar-97	UEA	Unbundled Exchange Access Loop	2	1	2
27-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
27-Mar-97	UEA	Unbundled Exchange Access Loop	1	3	3
28-Mar-97	UEA	Unbundled Exchange Access Loop	4	1	4

Unbundled Loop Orders Recvd

28-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
29-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
29-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
29-Mar-97	UEA	Unbundled Exchange Access Loop	1	14	14
31-Mar-97	UEA	Unbundled Exchange Access Loop	2	3	6
31-Mar-97	UEA	Unbundled Exchange Access Loop	1	6	6
31-Mar-97	UEA	Unbundled Exchange Access Loop	1	8	8
31-Mar-97	UEA	Unbundled Exchange Access Loop	1	1	1
31-Mar-97	UEA	Unbundled Exchange Access Loop	1	14	14
31-Mar-97	UEA	Unbundled Exchange Access Loop	1	2	2
01-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
01-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
02-Apr-97	UEA	Unbundled Exchange Access Loop	3	1	3
02-Apr-97	UEA	Unbundled Exchange Access Loop	3	15	45
02-Apr-97	UEA	Unbundled Exchange Access Loop	4	2	8
02-Apr-97	UEA	Unbundled Exchange Access Loop	2	3	6
02-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
03-Apr-97	UEA	Unbundled Exchange Access Loop	1	29	29
03-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
04-Apr-97	UEA	Unbundled Exchange Access Loop	1	11	11
04-Apr-97	UEA	Unbundled Exchange Access Loop	5	6	30
05-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
05-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
05-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
05-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
06-Apr-97	UEA	Unbundled Exchange Access Loop	1	13	13
07-Apr-97	UEA	Unbundled Exchange Access Loop	1	17	17
07-Apr-97	UEA	Unbundled Exchange Access Loop	1	24	24
07-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
08-Apr-97	UEA	Unbundled Exchange Access Loop	2	4	8
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	24	24
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
08-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
09-Apr-97	UEA	Unbundled Exchange Access Loop	2	3	6
09-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
09-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2

Unbundled Loop Orders Recvd

09-Apr-97	UEA	Unbundled Exchange Access Loop	1	17	17
09-Apr-97	UEA	Unbundled Exchange Access Loop	1	13	13
09-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
09-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
09-Apr-97	UEA	Unbundled Exchange Access Loop	3	7	21
10-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
10-Apr-97	UEA	Unbundled Exchange Access Loop	3	1	3
10-Apr-97	UEA	Unbundled Exchange Access Loop	1	13	13
10-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
10-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
10-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
11-Apr-97	UEA	Unbundled Exchange Access Loop	2	26	52
11-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
11-Apr-97	UEA	Unbundled Exchange Access Loop	6	1	6
11-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
12-Apr-97	UEA	Unbundled Exchange Access Loop	2	2	4
13-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
13-Apr-97	UEA	Unbundled Exchange Access Loop	3	7	21
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	9	9
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	7	7
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
14-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
15-Apr-97	UEA	Unbundled Exchange Access Loop	4	1	4
15-Apr-97	UEA	Unbundled Exchange Access Loop	1	12	12
15-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
15-Apr-97	UEA	Unbundled Exchange Access Loop	5	4	20
15-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
15-Apr-97	UEA	Unbundled Exchange Access Loop	2	9	18
16-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
16-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
16-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
16-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
16-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
16-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4

## Unbundled Loop Orders Recvd

17-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
17-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
17-Apr-97	UEA	Unbundled Exchange Access Loop	2	17	34
17-Apr-97	UEA	Unbundled Exchange Access Loop	1	26	26
17-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
17-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
17-Apr-97	UEA	Unbundled Exchange Access Loop	1	9	9
18-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
18-Apr-97	UEA	Unbundled Exchange Access Loop	4	7	28
18-Apr-97	UEA	Unbundled Exchange Access Loop	2	6	12
18-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
18-Apr-97	UEA	Unbundled Exchange Access Loop	1	26	26
18-Apr-97	UEA	Unbundled Exchange Access Loop	1	25	25
18-Apr-97	UEA	Unbundled Exchange Access Loop	1	17	17
18-Apr-97	UEA	Unbundled Exchange Access Loop	4	13	52
18-Apr-97	UEA	Unbundled Exchange Access Loop	1	14	14
19-Apr-97	UEA	Unbundled Exchange Access Loop	5	4	20
19-Apr-97	UEA	Unbundled Exchange Access Loop	2	6	12
19-Apr-97	UEA	Unbundled Exchange Access Loop	1	9	9
19-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
19-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
19-Apr-97	UEA	Unbundled Exchange Access Loop	2	3	6
20-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
20-Apr-97	UEA	Unbundled Exchange Access Loop	1	15	15
20-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
20-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
21-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
21-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
21-Apr-97	UEA	Unbundled Exchange Access Loop	1	12	12
21-Apr-97	UEA	Unbundled Exchange Access Loop	1	9	9
21-Apr-97	UEA	Unbundled Exchange Access Loop	1	45	45
22-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
22-Apr-97	UEA	Unbundled Exchange Access Loop	3	9	27
22-Apr-97	UEA	Unbundled Exchange Access Loop	3	7	21
22-Apr-97	UEA	Unbundled Exchange Access Loop	2	5	10
22-Apr-97	UEA	Unbundled Exchange Access Loop	1	2	2
22-Apr-97	UEA	Unbundled Exchange Access Loop	1	14	14
22-Apr-97	UEA	Unbundled Exchange Access Loop	1	1	1
22-Apr-97	UEA	Unbundled Exchange Access Loop	1	12	12

## Unbundled Loop Orders Recvd

23-Apr-97	UEA	Unbundled Exchange Access Loop	1	11	11
23-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
23-Apr-97	UEA	Unbundled Exchange Access Loop	2	8	18
23-Apr-97	UEA	Unbundled Exchange Access Loop	2	2	4
23-Apr-97	UEA	Unbundled Exchange Access Loop	3	1	3
23-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	4	1	4
23-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
23-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
24-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
24-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
24-Apr-97	UDN	Unbundled Two-Wire ISDN Loop	1	4	4
24-Apr-97	UEA	Unbundled Exchange Access Loop	2	11	22
24-Apr-97	UEA	Unbundled Exchange Access Loop	1	12	12
24-Apr-97	UEA	Unbundled Exchange Access Loop	3	2	6
24-Apr-97	UEA	Unbundled Exchange Access Loop	3	3	9
24-Apr-97	UEA	Unbundled Exchange Access Loop	2	5	10
25-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8
25-Apr-97	UEA	Unbundled Exchange Access Loop	2	7	14
25-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
25-Apr-97	UEA	Unbundled Exchange Access Loop	3	3	9
25-Apr-97	UEA	Unbundled Exchange Access Loop	1	14	14
25-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
25-Apr-97	UEA	Unbundled Exchange Access Loop	2	11	22
26-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
26-Apr-97	UEA	Unbundled Exchange Access Loop	1	17	17
26-Apr-97	UEA	Unbundled Exchange Access Loop	1	4	4
26-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
28-Apr-97	UEA	Unbundled Exchange Access Loop	1	3	3
28-Apr-97	UEA	Unbundled Exchange Access Loop	3	4	12
28-Apr-97	UEA	Unbundled Exchange Access Loop	3	1	3
28-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
28-Apr-97	UEA	Unbundled Exchange Access Loop	1	10	10
29-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
29-Apr-97	UEA	Unbundled Exchange Access Loop	2	17	34
29-Apr-97	UEA	Unbundled Exchange Access Loop	1	20	20
29-Apr-97	UEA	Unbundled Exchange Access Loop	1	6	6
29-Apr-97	UEA	Unbundled Exchange Access Loop	3	7	21
30-Apr-97	UEA	Unbundled Exchange Access Loop	2	6	12
30-Apr-97	UEA	Unbundled Exchange Access Loop	1	8	8



## Unbundled Loop Orders Recvd

30-Apr-97	UEA	Unbundled Exchange Access Loop	1	5	5
30-Apr-97	UEA	Unbundled Exchange Access Loop	2	17	34
30-Apr-97	UEA	Unbundled Exchange Access Loop	1	16	16
30-Apr-97	UEA	Unbundled Exchange Access Loop	2	1	2
01-May-97	UEA	Unbundled Exchange Access Loop	1	17	17
01-May-97	UEA	Unbundled Exchange Access Loop	2	2	4
01-May-97	UEA	Unbundled Exchange Access Loop	1	24	24
01-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
01-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
01-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
01-May-97	UEA	Unbundled Exchange Access Loop	2	7	14
01-May-97	UEA	Unbundled Exchange Access Loop	4	1	4
01-May-97	UEA	Unbundled Exchange Access Loop	1	1	1
02-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
02-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
02-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
02-May-97	UEA	Unbundled Exchange Access Loop	1	18	18
02-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	2	2
02-May-97	UEA	Unbundled Exchange Access Loop	1	14	14
02-May-97	UEA	Unbundled Exchange Access Loop	1	14	14
03-May-97	UEA	Unbundled Exchange Access Loop	2	4	8
05-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
05-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
05-May-97	UEA	Unbundled Exchange Access Loop	2	2	4
05-May-97	UEA	Unbundled Exchange Access Loop	1	12	12
05-May-97	UEA	Unbundled Exchange Access Loop	1	10	10
05-May-97	UEA	Unbundled Exchange Access Loop	3	1	3
05-May-97	UDN	Unbundled Two-Wire ISDN Loop	5	1	5
06-May-97	UEA	Unbundled Exchange Access Loop	1	10	10
06-May-97	UEA	Unbundled Exchange Access Loop	1	13	13
06-May-97	UEA	Unbundled Exchange Access Loop	3	15	45
06-May-97	UEA	Unbundled Exchange Access Loop	2	2	4
06-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
06-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
06-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
07-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
07-May-97	UEA	Unbundled Exchange Access Loop	1	9	9
07-May-97	UEA	Unbundled Exchange Access Loop	1	2	2

Unbundled Loop Orders Recvd

07-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
07-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
08-May-97	UEA	Unbundled Exchange Access Loop	3	1	3
08-May-97	UEA	Unbundled Exchange Access Loop	1	10	10
08-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
08-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
08-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
09-May-97	UEA	Unbundled Exchange Access Loop	1	3	6
10-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
10-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
10-May-97	UEA	Unbundled Exchange Access Loop	2	1	2
10-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
12-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
12-May-97	UEA	Unbundled Exchange Access Loop	1	1	1
12-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
12-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
12-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
12-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
12-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
13-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
13-May-97	UEA	Unbundled Exchange Access Loop	1	8	8
13-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
13-May-97	UEA	Unbundled Exchange Access Loop	4	1	4
13-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
13-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
14-May-97	UEA	Unbundled Exchange Access Loop	1	11	11
14-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
14-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
14-May-97	UEA	Unbundled Exchange Access Loop	2	4	8
14-May-97	UEA	Unbundled Exchange Access Loop	4	5	20
14-May-97	UEA	Unbundled Exchange Access Loop	1	8	8
14-May-97	UEA	Unbundled Exchange Access Loop	4	1	4
15-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
15-May-97	UEA	Unbundled Exchange Access Loop	1	9	9
15-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
15-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
15-May-97	UEA	Unbundled Exchange Access Loop	9	1	9
15-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
16-May-97	UEA	Unbundled Exchange Access Loop	7	1	7
16-May-97	UEA	Unbundled Exchange Access Loop	1	11	11

## Unbundled Loop Orders Recvd

16-May-97	UEA	Unbundled Exchange Access Loop	4	2	8
16-May-97	UEA	Unbundled Exchange Access Loop	1	24	24
16-May-97	UEA	Unbundled Exchange Access Loop	5	25	125
16-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
16-May-97	UEA	Unbundled Exchange Access Loop	3	4	12
16-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
16-May-97	UEA	Unbundled Exchange Access Loop	1	9	9
17-May-97	UEA	Unbundled Exchange Access Loop	1	13	13
17-May-97	UEA	Unbundled Exchange Access Loop	12	1	12
17-May-97	UEA	Unbundled Exchange Access Loop	2	5	10
17-May-97	UEA	Unbundled Exchange Access Loop	1	10	10
18-May-97	UEA	Unbundled Exchange Access Loop	11	1	11
18-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
18-May-97	UEA	Unbundled Exchange Access Loop	2	8	16
18-May-97	UEA	Unbundled Exchange Access Loop	1	9	9
19-May-97	UEA	Unbundled Exchange Access Loop	2	12	24
19-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
19-May-97	UEA	Unbundled Exchange Access Loop	1	22	22
19-May-97	UEA	Unbundled Exchange Access Loop	2	11	22
19-May-97	UEA	Unbundled Exchange Access Loop	1	10	10
19-May-97	UEA	Unbundled Exchange Access Loop	4	1	4
19-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
19-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
20-May-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
20-May-97	UEA	Unbundled Exchange Access Loop	9	1	9
20-May-97	UEA	Unbundled Exchange Access Loop	1	18	18
20-May-97	UEA	Unbundled Exchange Access Loop	5	2	10
20-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
20-May-97	UEA	Unbundled Exchange Access Loop	3	6	18
21-May-97	UEA	Unbundled Exchange Access Loop	7	2	14
21-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
21-May-97	UEA	Unbundled Exchange Access Loop	2	7	14
21-May-97	UEA	Unbundled Exchange Access Loop	2	6	12
21-May-97	UEA	Unbundled Exchange Access Loop	6	1	6
21-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
21-May-97	UEA	Unbundled Exchange Access Loop	1	15	15
21-May-97	UEA	Unbundled Exchange Access Loop	1	13	13
21-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
22-May-97	UEA	Unbundled Exchange Access Loop	2	11	22

## Unbundled Loop Orders Recvd

22-May-97	UEA	Unbundled Exchange Access Loop	3	5	15
22-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
22-May-97	UEA	Unbundled Exchange Access Loop	1	12	12
22-May-97	UEA	Unbundled Exchange Access Loop	2	9	18
22-May-97	UEA	Unbundled Exchange Access Loop	7	1	7
22-May-97	UEA	Unbundled Exchange Access Loop	1	1	1
22-May-97	UDN	Unbundled Two-Wire ISDN Loop	7	2	14
22-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
23-May-97	UEA	Unbundled Exchange Access Loop	2	7	14
23-May-97	UEA	Unbundled Exchange Access Loop	1	8	8
23-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
23-May-97	UEA	Unbundled Exchange Access Loop	1	3	3
23-May-97	UEA	Unbundled Exchange Access Loop	1	20	20
23-May-97	UEA	Unbundled Exchange Access Loop	6	1	6
23-May-97	UEA	Unbundled Exchange Access Loop	2	2	4
23-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
24-May-97	UEA	Unbundled Exchange Access Loop	2	1	2
24-May-97	UEA	Unbundled Exchange Access Loop	2	2	4
27-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
27-May-97	UEA	Unbundled Exchange Access Loop	2	5	10
27-May-97	UEA	Unbundled Exchange Access Loop	1	12	12
27-May-97	UEA	Unbundled Exchange Access Loop	1	13	13
27-May-97	UEA	Unbundled Exchange Access Loop	1	1	1
27-May-97	UEA	Unbundled Exchange Access Loop	1	11	11
27-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
28-May-97	UEA	Unbundled Exchange Access Loop	1	1	1
28-May-97	UDN	Unbundled Two-Wire ISDN Loop	7	1	7
28-May-97	UEA	Unbundled Exchange Access Loop	2	11	22
28-May-97	UEA	Unbundled Exchange Access Loop	1	12	12
28-May-97	UEA	Unbundled Exchange Access Loop	3	2	6
28-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
28-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
28-May-97	UEA	Unbundled Exchange Access Loop	1	8	8
29-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
29-May-97	UEA	Unbundled Exchange Access Loop	2	5	10
29-May-97	UEA	Unbundled Exchange Access Loop	1	4	4
29-May-97	UEA	Unbundled Exchange Access Loop	1	15	15
29-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
29-May-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
29-May-97	UEA	Unbundled Exchange Access Loop			

## Unbundled Loop Orders Recvd

30-May-97	UEA	Unbundled Exchange Access Loop	3	1	3
30-May-97	UEA	Unbundled Exchange Access Loop	1	5	5
30-May-97	UEA	Unbundled Exchange Access Loop	2	4	8
30-May-97	UEA	Unbundled Exchange Access Loop	1	6	6
30-May-97	UEA	Unbundled Exchange Access Loop	2	3	6
30-May-97	UEA	Unbundled Exchange Access Loop	1	2	2
30-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
30-May-97	UDN	Unbundled Two-Wire ISDN Loop	1	13	13
30-May-97	UEA	Unbundled Exchange Access Loop	1	20	20
30-May-97	UEA	Unbundled Exchange Access Loop	1	7	7
02-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
02-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	1	16	16
02-Jun-97	UEA	Unbundled Exchange Access Loop	1	22	22
02-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
02-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
02-Jun-97	UEA	Unbundled Exchange Access Loop	1	8	8
03-Jun-97	UEA	Unbundled Exchange Access Loop	2	6	12
03-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
03-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
03-Jun-97	UEA	Unbundled Exchange Access Loop	2	2	4
03-Jun-97	UEA	Unbundled Exchange Access Loop	5	1	5
03-Jun-97	UEA	Unbundled Exchange Access Loop	2	11	22
03-Jun-97	UEA	Unbundled Exchange Access Loop	4	3	12
04-Jun-97	UEA	Unbundled Exchange Access Loop	1	8	8
04-Jun-97	UEA	Unbundled Exchange Access Loop	1	7	7
04-Jun-97	UEA	Unbundled Exchange Access Loop	4	2	8
04-Jun-97	UEA	Unbundled Exchange Access Loop	3	12	36
04-Jun-97	UEA	Unbundled Exchange Access Loop	5	1	5
04-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
04-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	2	5	10
04-Jun-97	UEA	Unbundled Exchange Access Loop	5	2	10
05-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
05-Jun-97	UEA	Unbundled Exchange Access Loop	2	5	10
05-Jun-97	UEA	Unbundled Exchange Access Loop	2	3	6
05-Jun-97	UEA	Unbundled Exchange Access Loop	1	12	12
05-Jun-97	UEA	Unbundled Exchange Access Loop	4	1	4
05-Jun-97	UEA	Unbundled Exchange Access Loop	1	0	0
05-Jun-97	UEA	Unbundled Exchange Access Loop	2	4	8
05-Jun-97	UEA	Unbundled Exchange Access Loop	2	1	2
06-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	

## Unbundled Loop Orders Recvd

06-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
06-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
06-Jun-97	UEA	Unbundled Exchange Access Loop	1	5	5
06-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
06-Jun-97	UEA	Unbundled Exchange Access Loop	1	20	20
06-Jun-97	UEA	Unbundled Exchange Access Loop	4	1	4
06-Jun-97	UEA	Unbundled Exchange Access Loop	2	2	4
09-Jun-97	UEA	Unbundled Exchange Access Loop	5	1	5
09-Jun-97	UEA	Unbundled Exchange Access Loop	1	10	10
09-Jun-97	UEA	Unbundled Exchange Access Loop	2	13	26
09-Jun-97	UEA	Unbundled Exchange Access Loop	1	14	14
09-Jun-97	UEA	Unbundled Exchange Access Loop	3	2	6
10-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
10-Jun-97	UEA	Unbundled Exchange Access Loop	1	8	8
10-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
10-Jun-97	UEA	Unbundled Exchange Access Loop	4	1	4
10-Jun-97	UEA	Unbundled Exchange Access Loop	2	3	6
11-Jun-97	UEA	Unbundled Exchange Access Loop	2	6	12
11-Jun-97	UEA	Unbundled Exchange Access Loop	1	8	8
11-Jun-97	UEA	Unbundled Exchange Access Loop	2	5	10
11-Jun-97	UEA	Unbundled Exchange Access Loop	2	4	8
11-Jun-97	UEA	Unbundled Exchange Access Loop	2	3	6
11-Jun-97	UEA	Unbundled Exchange Access Loop	1	14	14
11-Jun-97	UEA	Unbundled Exchange Access Loop	1	12	12
11-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
11-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
11-Jun-97	UEA	Unbundled Exchange Access Loop	1	15	15
12-Jun-97	UEA	Unbundled Exchange Access Loop	1	12	12
12-Jun-97	UEA	Unbundled Exchange Access Loop	2	6	12
12-Jun-97	UEA	Unbundled Exchange Access Loop	1	5	5
12-Jun-97	UEA	Unbundled Exchange Access Loop	2	4	8
12-Jun-97	UEA	Unbundled Exchange Access Loop	4	1	4
12-Jun-97	UEA	Unbundled Exchange Access Loop	2	2	4
12-Jun-97	UEA	Unbundled Exchange Access Loop	2	10	20
12-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
13-Jun-97	UEA	Unbundled Exchange Access Loop	1	7	7
13-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
13-Jun-97	UEA	Unbundled Exchange Access Loop	2	35	70
13-Jun-97	UEA	Unbundled Exchange Access Loop	2	2	4



## Unbundled Loop Orders Recvd

13-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
13-Jun-97	UEA	Unbundled Exchange Access Loop	2	3	6
13-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
14-Jun-97	UEA	Unbundled Exchange Access Loop	2	1	2
14-Jun-97	UEA	Unbundled Exchange Access Loop	1	10	10
14-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
15-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
15-Jun-97	UEA	Unbundled Exchange Access Loop	2	8	16
16-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
16-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
16-Jun-97	UEA	Unbundled Exchange Access Loop	3	3	9
16-Jun-97	UEA	Unbundled Exchange Access Loop	3	1	3
16-Jun-97	UEA	Unbundled Exchange Access Loop	2	1	2
16-Jun-97	UEA	Unbundled Exchange Access Loop	2	5	10
17-Jun-97	UEA	Unbundled Exchange Access Loop	5	1	5
17-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
17-Jun-97	UEA	Unbundled Exchange Access Loop	1	24	24
17-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
17-Jun-97	UEA	Unbundled Exchange Access Loop	6	4	24
18-Jun-97	UEA	Unbundled Exchange Access Loop	3	1	3
18-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
18-Jun-97	UEA	Unbundled Exchange Access Loop	1	8	8
18-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
18-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
18-Jun-97	UEA	Unbundled Exchange Access Loop	1	24	24
18-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
19-Jun-97	UEA	Unbundled Exchange Access Loop	1	5	5
19-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	3	1	3
19-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
19-Jun-97	UEA	Unbundled Exchange Access Loop	7	1	7
19-Jun-97	UEA	Unbundled Exchange Access Loop	1	12	12
19-Jun-97	UEA	Unbundled Exchange Access Loop	5	2	10
19-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
20-Jun-97	UEA	Unbundled Exchange Access Loop	1	4	4
20-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
20-Jun-97	UEA	Unbundled Exchange Access Loop	1	24	24
20-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
20-Jun-97	UEA	Unbundled Exchange Access Loop	2	10	20
20-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2

## Unbundled Loop Orders Recvd

20-Jun-97	UEA	Unbundled Exchange Access Loop	2	1	2
23-Jun-97	UEA	Unbundled Exchange Access Loop	1	11	11
23-Jun-97	UEA	Unbundled Exchange Access Loop	1	43	43
23-Jun-97	UEA	Unbundled Exchange Access Loop	2	4	6
23-Jun-97	UEA	Unbundled Exchange Access Loop	2	5	10
23-Jun-97	UEA	Unbundled Exchange Access Loop	5	1	5
23-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
23-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
23-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	1	3	3
23-Jun-97	UEA	Unbundled Exchange Access Loop	4	2	6
23-Jun-97	UEA	Unbundled Exchange Access Loop	1	9	9
24-Jun-97	UEA	Unbundled Exchange Access Loop	1	1	1
24-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	4	1	4
24-Jun-97	UEA	Unbundled Exchange Access Loop	1	2	2
24-Jun-97	UEA	Unbundled Exchange Access Loop	1	3	3
24-Jun-97	UEA	Unbundled Exchange Access Loop	2	4	8
24-Jun-97	UEA	Unbundled Exchange Access Loop	2	9	18
25-Jun-97	UEA	Unbundled Exchange Access Loop	3	4	12
25-Jun-97	UEA	Unbundled Exchange Access Loop	2	3	6
25-Jun-97	UEA	Unbundled Exchange Access Loop	1	24	24
25-Jun-97	UEA	Unbundled Exchange Access Loop	4	2	8
25-Jun-97	UEA	Unbundled Exchange Access Loop	1	19	19
25-Jun-97	UEA	Unbundled Exchange Access Loop	6	1	6
25-Jun-97	UEA	Unbundled Exchange Access Loop	1	11	11
25-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
26-Jun-97	UEA	Unbundled Exchange Access Loop	1	10	10
26-Jun-97	UEA	Unbundled Exchange Access Loop	2	8	16
26-Jun-97	UEA	Unbundled Exchange Access Loop	1	7	7
26-Jun-97	UEA	Unbundled Exchange Access Loop	3	2	6
26-Jun-97	UEA	Unbundled Exchange Access Loop	2	1	2
26-Jun-97	UDN	Unbundled Two-Wire ISDN Loop	3	1	3
26-Jun-97	UEA	Unbundled Exchange Access Loop	3	3	9
26-Jun-97	UEA	Unbundled Exchange Access Loop	1	6	6
27-Jun-97	UEA	Unbundled Exchange Access Loop	1	9	9
27-Jun-97	UEA	Unbundled Exchange Access Loop	1	5	5
27-Jun-97	UEA	Unbundled Exchange Access Loop	4	4	16
27-Jun-97	UEA	Unbundled Exchange Access Loop	5	3	15
27-Jun-97	UEA	Unbundled Exchange Access Loop	14	2	28
27-Jun-97	UEA	Unbundled Exchange Access Loop	1	12	12



Unbundled Loop Orders Recvd

27-Jun-97	UEA	Unbundled Exchange Access Loop	6	1	6
30-Jun-97	UEA	Unbundled Exchange Access Loop	1	10	10
30-Jun-97	UEA	Unbundled Exchange Access Loop	6	2	12
30-Jun-97	UEA	Unbundled Exchange Access Loop	2	20	40
30-Jun-97	UEA	Unbundled Exchange Access Loop	1	23	23
30-Jun-97	UEA	Unbundled Exchange Access Loop	1	5	5
30-Jun-97	UEA	Unbundled Exchange Access Loop	2	9	18
30-Jun-97	UEA	Unbundled Exchange Access Loop	4	1	4
30-Jun-97	UEA	Unbundled Exchange Access Loop	6	2	12
01-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
01-Jul-97	UEA	Unbundled Exchange Access Loop	2	5	10
01-Jul-97	UEA	Unbundled Exchange Access Loop	1	9	9
01-Jul-97	UEA	Unbundled Exchange Access Loop	10	1	10
01-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1
01-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	10	10
01-Jul-97	UEA	Unbundled Exchange Access Loop	5	1	5
02-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
02-Jul-97	UEA	Unbundled Exchange Access Loop	1	12	12
02-Jul-97	UEA	Unbundled Exchange Access Loop	1	14	14
02-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
02-Jul-97	UEA	Unbundled Exchange Access Loop	2	3	6
02-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
02-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1
03-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	6	6
03-Jul-97	UEA	Unbundled Exchange Access Loop	3	4	12
03-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
03-Jul-97	UEA	Unbundled Exchange Access Loop	3	1	3
03-Jul-97	UEA	Unbundled Exchange Access Loop	3	2	6
03-Jul-97	UEA	Unbundled Exchange Access Loop	2	1	2
07-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	3	1	3
07-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
07-Jul-97	UEA	Unbundled Exchange Access Loop	5	1	5
08-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
08-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
08-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
08-Jul-97	UEA	Unbundled Exchange Access Loop	5	1	5
09-Jul-97	UEA	Unbundled Exchange Access Loop	3	2	6
09-Jul-97	UEA	Unbundled Exchange Access Loop	2	1	2
10-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3

## Unbundled Loop Orders Recvd

10-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
11-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	10	10
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	19	19
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
11-Jul-97	UEA	Unbundled Exchange Access Loop	3	3	9
11-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
12-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
12-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
14-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	3	1	3
14-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	2	2
14-Jul-97	UEA	Unbundled Exchange Access Loop	16	1	16
14-Jul-97	UEA	Unbundled Exchange Access Loop	1	11	11
14-Jul-97	UEA	Unbundled Exchange Access Loop	3	2	6
14-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
14-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
14-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
14-Jul-97	UEA	Unbundled Exchange Access Loop	1	8	8
14-Jul-97	UEA	Unbundled Exchange Access Loop	3	3	9
15-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
15-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
15-Jul-97	UEA	Unbundled Exchange Access Loop	4	2	8
15-Jul-97	UEA	Unbundled Exchange Access Loop	2	6	12
15-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
16-Jul-97	UEA	Unbundled Exchange Access Loop	3	10	30
16-Jul-97	UEA	Unbundled Exchange Access Loop	4	2	8
16-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
16-Jul-97	UEA	Unbundled Exchange Access Loop	1	9	9
16-Jul-97	UEA	Unbundled Exchange Access Loop	3	2	6
17-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
17-Jul-97	UEA	Unbundled Exchange Access Loop	2	5	10
17-Jul-97	UEA	Unbundled Exchange Access Loop	3	3	9
17-Jul-97	UEA	Unbundled Exchange Access Loop	1	12	12
17-Jul-97	UEA	Unbundled Exchange Access Loop	11	1	11
17-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	11	1	11
17-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
18-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2

Unbundled Loop Orders Recvd

18-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
18-Jul-97	UEA	Unbundled Exchange Access Loop	1	11	11
18-Jul-97	UEA	Unbundled Exchange Access Loop	1	15	15
18-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
18-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
18-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
18-Jul-97	UEA	Unbundled Exchange Access Loop	5	1	5
19-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
19-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1
19-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	9	1	9
21-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
21-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
21-Jul-97	UEA	Unbundled Exchange Access Loop	2	4	8
21-Jul-97	UEA	Unbundled Exchange Access Loop	1	8	8
21-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
21-Jul-97	UEA	Unbundled Exchange Access Loop	2	4	8
22-Jul-97	UEA	Unbundled Exchange Access Loop	1	9	9
22-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
22-Jul-97	UEA	Unbundled Exchange Access Loop	1	11	11
22-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
22-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
22-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
22-Jul-97	UEA	Unbundled Exchange Access Loop	2	2	4
23-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
23-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
23-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	2	2
23-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
23-Jul-97	UEA	Unbundled Exchange Access Loop	8	1	8
23-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	3	3
23-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
24-Jul-97	UEA	Unbundled Exchange Access Loop	6	1	6
24-Jul-97	UEA	Unbundled Exchange Access Loop	2	8	16
24-Jul-97	UEA	Unbundled Exchange Access Loop	1	9	9
24-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
24-Jul-97	UEA	Unbundled Exchange Access Loop	2	2	4
24-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	2	1	2
24-Jul-97	UEA	Unbundled Exchange Access Loop	2	4	8
24-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
25-Jul-97	UEA	Unbundled Exchange Access Loop	2	5	10

## Unbundled Loop Orders Recvd

25-Jul-97	UEA	Unbundled Exchange Access Loop	4	6	24
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	4	4
25-Jul-97	UEA	Unbundled Exchange Access Loop	2	3	6
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	14	14
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	11	11
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	10	10
25-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
25-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	12	12
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	8	8
25-Jul-97	UEA	Unbundled Exchange Access Loop	1	12	12
26-Jul-97	UEA	Unbundled Exchange Access Loop	2	6	12
26-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
26-Jul-97	UEA	Unbundled Exchange Access Loop	2	4	8
26-Jul-97	UEA	Unbundled Exchange Access Loop	1	13	13
26-Jul-97	UEA	Unbundled Exchange Access Loop	1	11	11
26-Jul-97	UEA	Unbundled Exchange Access Loop	1	2	2
26-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
28-Jul-97	UEA	Unbundled Exchange Access Loop	3	1	3
28-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	7	7
28-Jul-97	UEA	Unbundled Exchange Access Loop	2	9	18
28-Jul-97	UEA	Unbundled Exchange Access Loop	4	2	8
28-Jul-97	UEA	Unbundled Exchange Access Loop	4	1	4
28-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
28-Jul-97	UEA	Unbundled Exchange Access Loop	1	10	10
28-Jul-97	UEA	Unbundled Exchange Access Loop	1	9	9
29-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1
29-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	18	1	18
29-Jul-97	UEA	Unbundled Exchange Access Loop	3	2	6
29-Jul-97	UEA	Unbundled Exchange Access Loop	3	4	12
29-Jul-97	UEA	Unbundled Exchange Access Loop	1	5	5
29-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
30-Jul-97	UEA	Unbundled Exchange Access Loop	1	3	3
30-Jul-97	UEA	Unbundled Exchange Access Loop	4	2	8
30-Jul-97	UEA	Unbundled Exchange Access Loop	8	1	8
30-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	18	1	18
30-Jul-97	UEA	Unbundled Exchange Access Loop	1	7	7
31-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
31-Jul-97	UDN	Unbundled Two-Wire ISDN Loop	1	1	1
31-Jul-97	UEA	Unbundled Exchange Access Loop	1	1	1

Unbundled Loop Orders Recvd

31-Jul-97	UEA	Unbundled Exchange Access Loop	9	1	9
31-Jul-97	UEA	Unbundled Exchange Access Loop	2	3	6
31-Jul-97	UEA	Unbundled Exchange Access Loop	1	6	6
			1480	4796	6627

Unbundled Loop Processed

Item 8b Unbundled Loops Processed by day

DATE	ALABAMA	GEORGIA	KEN. ROCKY	NORTH FLORIDA	SOUTH FLORIDA	TENN.	SEE	TOTAL
02-Jan-97		2		7				9
07-Jan-97		4		18				22
08-Jan-97		8		1				9
09-Jan-97		3		18				21
10-Jan-97		5						5
13-Jan-97		12						12
14-Jan-97		11						11
15-Jan-97		6						6
16-Jan-97		11						11
20-Jan-97		2		4				6
22-Jan-97				12				12
23-Jan-97				11				11
24-Jan-97		1						1
26-Jan-97				54				54
28-Jan-97		7		28				35
30-Jan-97	3	5		11				19
31-Jan-97				8				8
03-Feb-97				30				30
04-Feb-97	5	5		28				38
05-Feb-97		4						4
07-Feb-97		2		9				11
12-Feb-97				15				15
13-Feb-97		3		10				13
17-Feb-97				7				7
18-Feb-97		5		19				24
19-Feb-97		1		26				27
21-Feb-97				1				1
24-Feb-97		1		48				49
25-Feb-97		12						12
26-Feb-97		5						5
28-Feb-97	2			8				10
03-Mar-97				24				24
04-Mar-97		9		18				27
05-Mar-97				83				83
07-Mar-97	2			24				26
09-Mar-97				20				20
10-Mar-97	2							2

Unbundled Loop Processed

11-Mar-97	5	2					7
12-Mar-97					3		3
14-Mar-97		20			3		23
15-Mar-97					20		20
16-Mar-97					1		1
17-Mar-97		9			1		10
18-Mar-97		2					2
19-Mar-97		13			11		24
20-Mar-97		9			2		11
21-Mar-97	6	11					17
24-Mar-97	4	6			2		12
25-Mar-97		20			43	7	70
26-Mar-97						3	3
27-Mar-97		7			5		12
28-Mar-97		4					4
31-Mar-97	4	10					14
01-Apr-97	4	18	4				28
02-Apr-97		18					18
03-Apr-97		19					19
04-Apr-97	1	24				5	30
07-Apr-97	6	28			1	2	37
08-Apr-97		29	3			5	37
09-Apr-97	1	20				14	35
10-Apr-97		5				6	11
11-Apr-97		6				9	15
14-Apr-97	1	21			23	4	49
15-Apr-97		8			1	12	21
16-Apr-97		11				6	17
17-Apr-97		8			12	9	29
18-Apr-97		7			29	1	37
21-Apr-97		16	1		11	10	38
22-Apr-97	11	19	4			29	63
23-Apr-97						5	5
24-Apr-97	9	34			12	30	85
25-Apr-97	3					31	34
26-Apr-97					26		28
28-Apr-97		3				22	25
29-Apr-97	4	20				28	52
30-Apr-97	3		4		14	40	61

Unbundled Loop Processed

#####		18			9		25	52
#####		38					4	42
#####		5			59		10	74
#####	2	35	2		3		2	44
#####	1		8		10		18	37
#####	3	21	2		2		8	36
#####		13					4	17
#####	1	6						7
#####		20					32	52
#####	8						21	29
#####	5	29	3		6		22	65
#####	4	3			5	1	22	35
#####	10	11	7		1		4	33
#####	5		3		5		11	24
#####		3	8		13		3	27
#####	13		1		22		12	48
#####	2		7		12		8	29
#####	7	1	7		8		4	27
#####	5		4		30		12	51
#####	10	14	2		1		5	32
#####	23						9	32
02-Jun-97	1	6	2		5		10	24
03-Jun-97		5			4		38	47
04-Jun-97		13			14		22	49
05-Jun-97					39		14	53
06-Jun-97	9		2		12			23
09-Jun-97		1	4				20	25
10-Jun-97	2	4					29	35
11-Jun-97					23		28	51
12-Jun-97		18	1		20		21	60
13-Jun-97	31	33					5	69
16-Jun-97		18					5	23
17-Jun-97	4	39	2				21	66
18-Jun-97		5			11		11	27
19-Jun-97		7			33		27	67
20-Jun-97		43			22	9	9	83
23-Jun-97		11			1		29	41
24-Jun-97	1				12		16	29
25-Jun-97					25	9	4	38



Unbundled Loop Processed

26-Jun-97	5	14	1	1	5	10	36
27-Jun-97	3	1		21	15	35	75
28-Jun-97						13	13
30-Jun-97	6	29	2			11	48
01-Jul-97						10	10
02-Jul-97		2	3		6	18	29
03-Jul-97		9	2			10	21
07-Jul-97				3		17	20
08-Jul-97						15	15
09-Jul-97				12		9	21
10-Jul-97	1	6		10		3	20
11-Jul-97		6		27		36	69
14-Jul-97				2		22	24
15-Jul-97		7					7
16-Jul-97		8		5	5	4	22
17-Jul-97	10	27				28	65
21-Jul-97	2		10			7	19
22-Jul-97	5	2		12	6	20	45
23-Jul-97	1	4	9	1	2	24	41
24-Jul-97		18				25	43
25-Jul-97		3		10	5	11	29
28-Jul-97			1			17	18
29-Jul-97	4			14	11	23	52
30-Jul-97					5	48	53
31-Jul-97	7	11			14	33	65
	267	1118	109	1267	93	1272	4146

Unbundled Loops Rejected

Item 8c Unbundled Loops that were canceled after the order was issued

DATE	UNBUNDLED	REJECTED	REMOVED	REMOVED	REMOVED	TOTAL
08-Jan-97				34		34
09-Jan-97				22		22
14-Jan-97				5		5
17-Jan-97				1		1
27-Jan-97				8		8
31-Jan-97				44		44
04-Feb-97				44		44
17-Feb-97		3				3
20-Feb-97		2		2		4
21-Feb-97		1				1
27-Feb-97	2					2
28-Feb-97	1	4				5
04-Mar-97				2		2
18-Mar-97	3					3
19-Mar-97		1				1
27-Mar-97				1		1
28-Mar-97				44		44
31-Mar-97		1				1
08-Apr-97			1			1
10-Apr-97		1				1
12-Apr-97		1				1
15-Apr-97	1			10		11
16-Apr-97				1		1
18-Apr-97					2	2
23-Apr-97					2	2
24-Apr-97		1			12	13
30-Apr-97					3	3
#####	23					23
#####				1	1	2
#####			1			1
#####		16				16
#####	14					14
#####				7	3	10
#####		2			1	3
#####	4					4
#####	2			12		14
#####		10				10

Unbundled Loops Rejected

#####						10	10
#####	7					7	14
#####						8	8
#####	2				3	17	22
#####		29				5	34
03-Jun-97					8		8
04-Jun-97	4				20		24
07-Jun-97		20					20
10-Jun-97					8	8	8
11-Jun-97					7	7	7
13-Jun-97					14	14	14
16-Jun-97		4	1				5
17-Jun-97	3						3
18-Jun-97					4	1	5
19-Jun-97		7					7
20-Jun-97	10						10
23-Jun-97		2					2
24-Jun-97		1				4	5
25-Jun-97	4					4	8
26-Jun-97	3	1					4
27-Jun-97	36				1		38
30-Jun-97	7				6		18
01-Jul-97	1				5	5	6
02-Jul-97		58				1	59
03-Jul-97					1		1
08-Jul-97					5		5
10-Jul-97							19
12-Jul-97	1						1
16-Jul-97						2	2
17-Jul-97		1					1
21-Jul-97						4	4
24-Jul-97						15	15
25-Jul-97						1	1
29-Jul-97						1	1
31-Jul-97						2	2
	128	168	3	298	22	133	748

## Unbundled Loops Rejected

Item 8c

**Note:** BellSouth does not reject orders after they are issued. This report indicates the number of orders that was canceled after being issued.

Total Resale Orders

Item 8d Total Resale orders processed by the LCSC by Processor and Total Region (See note below)

Item 80 Total Resale orders processed by the LCSC by Processor and Total Region (See notes below)										T L S		TOTAL	
02-Jan-97		2			4		2					1	9
03-Jan-97					1		1						2
04-Jan-97				2									2
06-Jan-97								2					2
07-Jan-97							2						2
08-Jan-97				3	11	1							15
09-Jan-97				1	3								4
10-Jan-97				3	2	2	1						8
11-Jan-97				2	2	1	2						7
13-Jan-97				2	8	2							12
14-Jan-97				4	13		1						18
15-Jan-97				1	3		1						5
16-Jan-97				3									3
17-Jan-97				2	2	2	3	3					12
18-Jan-97				7				6					13
19-Jan-97				2									2
20-Jan-97		1		5	2	2							10
21-Jan-97				3	2		1	1					7
22-Jan-97				7	4		4	1					16
23-Jan-97				4	5					5			14
24-Jan-97				1	6		1	7		3		5	23
25-Jan-97					4	2		2				3	11
27-Jan-97	4			2	13		4	5				3	31
28-Jan-97		1		24	23	17	3	10				4	82
29-Jan-97				21	24	17	2	19				4	87
30-Jan-97		2	1	47	38	32	6	60				7	193
31-Jan-97	1	2		47	62	9	5	53				1	180
01-Feb-97		17	5	60	196	30	37	48		4		20	417
02-Feb-97					1			2					3
03-Feb-97	1	8	11	43	134	8	21	103				35	364
04-Feb-97		3	1	95	73	12	42	85		2		18	331
05-Feb-97		2	1	92	70	5	27	98				18	313
06-Feb-97		14		131	89	15	18	50				9	326
07-Feb-97		1	1	80	54	3	18	117				35	309
08-Feb-97		1		56	48	20	9	100				28	262
09-Feb-97		1		21	104	6	1	158				8	299
10-Feb-97		8		85	50	6	23	61		5		14	252

**Total Resale Orders**

11-Feb-97	1	6	2	92	33	34	40	105				15	328
12-Feb-97	2	16	4	114	51	29	13	126				29	384
13-Feb-97		3		112	46	34	39	155				22	411
14-Feb-97		6	5	69	53	15	22	126				20	316
15-Feb-97		5		78	48	71	14	99				7	322
17-Feb-97	1	2		61	102	15	3	118				17	319
18-Feb-97	2	4	2	55	83	13	17	103		37		27	343
19-Feb-97				22	10	3	6	48					89
20-Feb-97		6		28	45	5	18	70				7	179
21-Feb-97		3		66	87	7	13	122					
22-Feb-97	2	1		106	120	12	17	80		1		31	330
24-Feb-97	8	3		49	38	8	6	137				10	348
25-Feb-97	1	4		64	93	23	30	104				5	254
26-Feb-97	2	6	1	66	113	20	58	117				20	339
27-Feb-97		3		76	164	56	53	129		10		16	409
28-Feb-97		3		28	44	38	49	220		3		13	497
01-Mar-97		12		79	92	52	66	111				11	393
02-Mar-97				11	5			1		19		17	448
03-Mar-97	1	22		26	115	24	35	183	1				17
04-Mar-97	9	17	13	138	96	38	35	239	1	1	2	55	465
05-Mar-97	1	84	13	122	87	46	65	159		2	1	26	615
06-Mar-97	4	16	10	135	155	53	63	191		1		40	618
07-Mar-97		24	5	106	87	37	38	293			2	31	660
08-Mar-97	6	65	6	255	165	91	77	92				35	625
09-Mar-97		103	18	64	115	64	37	56				98	855
10-Mar-97	7	8	6	134	66	45	102	66		18		14	489
11-Mar-97	5	7	7	58	84	42	53	88		1		94	529
12-Mar-97	5	6		59	164	37	38	47		26		27	397
13-Mar-97	7	11		38	153	19	52	177	2	40		46	442
14-Mar-97	15	3		47	113	18	30	91	1	6		34	499
15-Mar-97	4	2		3	19	8	34	60		7		42	367
16-Mar-97								3		3		10	143
17-Mar-97	5	10		16	80	34	47	111				2	5
18-Mar-97	6	3	2	44	51	34	25	228	2		21	37	361
19-Mar-97	2	2	5	33	83	18	56	289		1	4	23	421
20-Mar-97	13	5	3	65	91	60	72	227		6		44	536
21-Mar-97	5	11	1	59	148	57	74	191		7		48	591
22-Mar-97		19		54	37	44	29	21		11		30	587
23-Mar-97								2		5		12	221
													2

Total Resale Orders

24-Mar-97	12	18	2	114	118	31	105	121				11	532
25-Mar-97	7	2	7	116	95	30	146	143			7	27	580
26-Mar-97	4	1	4	103	158	25	95	304			16	33	743
27-Mar-97	1	5	1	58	99	49	46	140			25	42	466
28-Mar-97	5	7	4	45	83	45	110	110			19	18	446
29-Mar-97	2	39	6	40	49	21	56	60	2		1	14	290
30-Mar-97				7	11	14	18	26				7	83
31-Mar-97	1	9	10	46	123	33	49	105				31	407
01-Apr-97		54	8	71	145	37	71	52	2		6	40	486
02-Apr-97		37	9	41	192	41	95	83			19	43	560
03-Apr-97	5	36	4	88	340	122	313	82		1	31	59	1081
04-Apr-97		37	4	54	178	92	110	152			21	26	674
05-Apr-97	1	3		35	96	39	32	139			5	22	372
06-Apr-97		7		23	35	43	26	95			2	2	233
07-Apr-97	2	26		90	168	81	77	142	1		6	28	621
08-Apr-97	2	64	3	123	137	136	102	69			6	29	671
09-Apr-97		32	11	103	166	73	163	192	1		8	34	783
10-Apr-97	10	53	12	113	144	34	122	246	1		6	20	761
11-Apr-97	1	56	9	76	76	71	82	122	8		17	28	546
12-Apr-97	1	13	7	30	27	30	41	45			14	15	223
13-Apr-97				5	37	25	7	49			3	9	135
14-Apr-97		42	6	71	86	32	79	122		3	41	29	511
15-Apr-97	5	26	10	114	161	84	102	126	1	1	10	29	669
16-Apr-97	2	33	3	140	127	73	71	132	3	1	11	33	629
17-Apr-97	4	22	1	121	139	54	190	63	1	5	29	37	666
18-Apr-97		10	3	159	249	65	106	312		3	52	27	988
19-Apr-97	4	30		84	303	62	82	181			31	19	796
20-Apr-97	2	11		64	101	35	78	93			39	8	431
21-Apr-97		11		76	93	53	90	133		2	28	24	510
22-Apr-97	1	50	6	81	104	60	114	133	2	4	35	47	637
23-Apr-97	2	29	2	65	92	85	74	209	1	1	80	43	683
24-Apr-97	5	38	8	87	153	74	159	105	6		78	42	755
25-Apr-97	5	23	10	104	98	60	130	130	1	3	80	44	688
26-Apr-97		1		8	43	29	21	26	4	2	48	22	204
27-Apr-97				9	8	2	29	31			46	3	128
28-Apr-97	5	25	7	71	122	75	98	94	2	4	84	52	639
29-Apr-97	8	36	13	100	122	90	86	236	4	2	166	25	888
30-Apr-97	6	71	3	89	182	85	120	221	13	5	101	18	914
#####	4	44	8	62	189	65	102	129	21	16	106	37	783

Total Resale Orders

#####		1	8	114	177	58	112	225	2	5	120	31	851
#####			3	28	66	8	32	94	4		35	23	293
#####			3	11	27	9	2	45			5	2	104
#####	9	36	5	79	103	65	73	176	5	7	66	16	640
#####	6	16	7	95	129	86	84	110	6	9	117	38	703
#####	4	5	1	48	177	75	106	186	11	1	106	69	789
#####		8	5	74	186	100	322	206	3	7	194	24	1129
#####	1	4	9	80	130	122	198	223	8	8	148	56	987
#####	4			6	27	8	21	82	3		50	15	216
#####				4		6	12	2			74	1	99
#####	3	7	18	65	144	74	124	102	8	8	62	33	648
#####	10	12	24	111	142	109	144	101	6	3	47	24	733
#####	7	30	14	132	173	98	162	242	5	7	51	74	995
#####	7	12	13	118	196	72	197	285	25	24	205	37	1191
#####	1	22	10	82	143	72	135	257	24	19	168	58	991
#####	2	3	2	24	112	34	54	113	10		107	19	480
#####		4		16	71	15	27	6	2		67	5	213
#####	7	43	17	95	173	80	210	95	20	41	147	62	990
#####	17	27	14	73	174	90	221	129	10	20	167	36	978
#####	31	48	5	86	183	96	158	502	20	24	129	57	1339
#####	32	22	7	85	240	116	142	338	17	23	172	47	1241
#####	18	24	7	78	180	222	133	338	12	36	166	79	1293
#####	3		7	18	27	32	14	17	2	6	126	14	266
#####				4	3	4	2				146	9	168
#####			9	30	7	15	5			1	110	14	191
#####	16	35	6	59	188	78	97	203	9	59	140	36	926
#####	17	30	11	104	180	120	177	204	25	57	119	77	1121
#####	37	34	15	88	207	116	123	320	33	28	106	57	1164
#####	14	44	10	82	199	92	187	226	10	10	93	63	1030
#####	4		1	15	41	20	22	13	2	3	4	4	129
01-Jun-97	7	4	2	5	19	3	17	8	5	10	27	24	131
02-Jun-97	27	34	18	80	215	118	159	270	8	24	209	51	1213
03-Jun-97	28	26	17	113	170	91	127	246	15	20	165	44	1062
04-Jun-97	30	15	23	118	251	107	89	244	16	24	89	97	1103
05-Jun-97	27	21	5	100	194	98	142	232	14	19	100	91	1043
06-Jun-97	51	27	11	99	186	88	165	131	18	32	126	106	1036
07-Jun-97	5	7		27	64	37	52	29		8	77	35	341
08-Jun-97	17			14	13	17	12	5		2	45	19	144
09-Jun-97	37	24	13	58	198	91	157	224	25	18	42	69	956



Total Resale Orders

10-Jun-97	27	26	10	92	221	119	137	183	6
11-Jun-97	34	16	22	107	296	233	134	245	4
12-Jun-97	28	69	10	141	425	84	144	202	19
13-Jun-97	10	35	14	104	445	391	165	228	53
14-Jun-97	9	28	11	66	103	56	39	19	34
15-Jun-97		8	11	6	67	7	12	5	
16-Jun-97	33	32	18	73	395	460	103	159	22
17-Jun-97	26	79	33	133	347	232	134	136	9
18-Jun-97	36	54	20	128	446	247	204	532	8
19-Jun-97	27	44	8	159	457	79	173	372	9
20-Jun-97	84	48	13	114	250	122	225	483	1
21-Jun-97		13		34		17	98	34	6
22-Jun-97				13	23	4	5	3	15
23-Jun-97	27	18	6	80	146	75	163	144	7
24-Jun-97	98	38	16	123	172	95	172	303	26
25-Jun-97	30	43	11	106	254	124	223	553	5
26-Jun-97	47	95	1	110	223	90	230	160	30
27-Jun-97	22	55	19	102	191	111	219	215	28
28-Jun-97	1	38	4	61	63	26	53	23	
29-Jun-97				19	19	5	15	6	
30-Jun-97	29	23	9	87	190	123	162	167	9
01-Jul-97	22	19	4	71	192	159	152	416	13
02-Jul-97	15	38	20	112	643	104	263	397	10
03-Jul-97	12	57	2	84	601	92	207	1999	16
04-Jul-97		4		22	30	22	25	19	
05-Jul-97		2		8	26	17	33	7	
06-Jul-97				13	19	13	19	7	
07-Jul-97	10	10	2	87	149	98	186	221	20
08-Jul-97	8	22	7	119	185	157	165	1288	7
09-Jul-97	22	21	12	77	144	98	254	237	47
10-Jul-97	35	36	24	166	197	112	254	907	26
11-Jul-97	79	28	3	140	219	122	311	275	15
12-Jul-97	4	7	8	73	144	75	136	262	7
13-Jul-97	1			9	30	12	19	13	
14-Jul-97	26	19	17	107	159	90	228	198	36
15-Jul-97	28	21	12	99	212	122	183	222	15
16-Jul-97	3	22	3	87	175	115	208	237	2
17-Jul-97	30	36	18	119	181	120	282	134	20
18-Jul-97	53	47	20	122	201	109	319	198	35

30	113	77	1041
30	125	65	1311
51	100	65	1338
73	70	56	1644
17	74	52	508
16	82	32	246
29	82	52	1458
29	75	64	1297
25	124	58	1882
56	141	69	1594
31	118	79	1568
31	139	43	415
6	14	8	91
31	92	35	824
57	47	48	1195
32	103	49	1533
46	113	117	1262
54	59	206	1282
3	65	20	357
	12	4	80
36	153	74	1082
27	400	50	1525
84	187	114	1987
57	64	131	3322
5	24	35	186
12	41	11	157
1	34	2	108
122	241	105	1251
94	54	85	2191
43	100	92	1147
81	109	98	2045
140	137	94	1563
5	24	26	771
3	23	1	111
42	93	115	1130
46	120	90	1170
86	109	59	1106
105	139	109	1293
140	182	98	1524

### Total Resale Orders

19-Jul-97	13	5		43	77	48	129	44	8	21	115	48	545
20-Jul-97	3			11	12	9	37	6	3	1	38	15	135
21-Jul-97	22	57	16	75	113	73	295	227	18	49	154	66	1165
22-Jul-97	36	101	9	170	165	74	333	271	15	48	106	58	1386
23-Jul-97	41	72	28	112	218	107	328	332	29	67	98	97	1529
24-Jul-97	26	58	20	129	242	136	421	276	19	77	179	82	1665
25-Jul-97	36	52	30	176	255	142	321	368	38	83	200	115	1816
26-Jul-97	11	15		87	112	53	92	37	5	75	107	114	708
27-Jul-97	11			10	31	15	21	17		12	52	10	179
28-Jul-97	20	27	15	77	203	76	267	328	21	234	75	84	1427
29-Jul-97	32	68	16	175	325	124	300	519	21	84	113	106	1883
30-Jul-97	40	118	30	144	190	107	322	218	101	51	71	117	1509
31-Jul-97	72	62	27	135	213	121	298	337	46	55	119	79	1564
YTD	1985	3976	1194	13584	24571	11698	18704	31152	1345	3258	11058	7498	130023

Item 8d

**Note:** Includes all resale orders issued associated with resold lines. This includes calling plans, etc.

[illegible]

Resale Orders Processed

Item 8e Total resale orders that were processed. See note below

Issue date													
02-Jan-97		2			4		2					1	9
03-Jan-97					1								1
04-Jan-97				2									2
06-Jan-97								1					1
07-Jan-97							2						2
08-Jan-97				3	10	1							14
09-Jan-97				1	3								4
10-Jan-97				3	2	2	1						8
11-Jan-97				2	2		2						6
13-Jan-97				2	7	2							11
14-Jan-97				4	11		1						16
15-Jan-97				1	3		1						5
16-Jan-97				3									3
17-Jan-97				2	2	2	3	2					11
18-Jan-97				7				5					12
19-Jan-97				2									2
20-Jan-97		1		5	2	2							10
21-Jan-97				3	2		1	1					7
22-Jan-97				7	4		3	1					15
23-Jan-97				2	5					5			12
24-Jan-97					4		1	7		3	5		20
25-Jan-97					4	2		2			3		11
27-Jan-97	2			2	12		4	3			3		26
28-Jan-97		1		24	23	17	3	10			4		82
29-Jan-97				21	24	17	2	19			4		87
30-Jan-97		2	1	44	37	31	4	60			7		186
31-Jan-97		2		47	55	9	4	53			1		171
01-Feb-97		17	5	58	182	28	32	47		4	5		378
02-Feb-97								2					2
03-Feb-97	1	8	10	39	133	7	18	95			30		341
04-Feb-97		3	1	90	68	12	41	82		1	16		314
05-Feb-97		2	1	89	70	5	24	93			17		301
06-Feb-97		14		128	88	15	17	49			9		320
07-Feb-97		1	1	73	52	3	14	110			31		285
08-Feb-97		1		52	44	20	5	97			28		247
09-Feb-97		1		21	101	6		153			8		290
10-Feb-97		8		84	47	6	15	59		4	13		236

Resale Orders Processed

11-Feb-97	1	6	2	91	33	33	34	100				14	314
12-Feb-97	2	16	3	112	47	26	9	122				26	363
13-Feb-97		3		109	43	32	33	148				20	388
14-Feb-97		2	5	64	50	15	21	123				18	298
15-Feb-97		5		74	45	68	13	98				7	310
17-Feb-97	1	2		59	94	14	3	112				16	301
18-Feb-97	2	3	2	54	76	12	16	101			37	26	329
19-Feb-97				22	8	3	6	48					87
20-Feb-97		6		28	43	5	18	69				7	176
21-Feb-97		3		65	85	7	12	120			1	31	324
22-Feb-97	1	1		99	115	12	14	79				10	331
24-Feb-97	5	3		48	37	8	6	130				5	242
25-Feb-97	1	2		60	88	22	24	100				19	316
26-Feb-97		6	1	64	112	19	32	110			10	16	370
27-Feb-97		2		72	153	56	30	126			3	13	455
28-Feb-97		3		27	42	32	44	215				10	373
01-Mar-97		11		76	88	51	61	110			19	16	432
02-Mar-97				11	4			1					16
03-Mar-97	1	22		24	113	24	32	180	1	1	2	53	453
04-Mar-97	8	17	13	133	94	36	32	233	1	2	1	24	594
05-Mar-97	1	70	11	116	86	43	57	157		1		37	579
06-Mar-97	3	16	10	133	151	53	54	180			2	28	630
07-Mar-97		21	5	102	81	33	29	293				30	594
08-Mar-97	6	58	6	245	165	87	74	87				90	818
09-Mar-97		92	16	60	114	59	33	56			15	14	459
10-Mar-97	6	7	5	126	60	42	97	62			1	92	498
11-Mar-97	4	7	7	56	80	38	39	83			23	23	360
12-Mar-97	5	5		55	160	33	32	44			35	42	411
13-Mar-97	5	11		35	104	13	40	153	1		4	32	398
14-Mar-97	12	2		43	100	18	25	87	1		6	38	332
15-Mar-97	4	2		3	18	6	30	58			2	10	133
16-Mar-97								3				2	5
17-Mar-97	5	10		15	71	29	35	95			21	34	315
18-Mar-97	5	3	2	42	48	33	22	216	2	1	4	23	401
19-Mar-97	2	2	5	30	81	14	34	277			6	40	491
20-Mar-97	12	5	3	57	80	52	41	184			6	42	482
21-Mar-97	3	9	1	55	146	56	49	164			7	24	514
22-Mar-97		19		53	37	38	29	21			3	11	211
23-Mar-97								2					2

Resale Orders Processed

24-Mar-97	2	15	2	104	108	29	53	67				9	389
25-Mar-97	7	2	7	108	93	28	85	118			7	25	480
26-Mar-97	4	1	3	98	150	23	43	288			15	31	656
27-Mar-97	1	5	1	54	87	46	35	134			23	39	425
28-Mar-97	5	3		40	72	42	26	95			18	18	319
29-Mar-97	2	37	6	39	46	21	40	58	2		1	14	266
30-Mar-97				5	10	14	6	24				5	64
31-Mar-97	1	9	10	44	117	26	36	101				25	369
01-Apr-97		52	8	64	139	32	55	25	2		4	33	414
02-Apr-97		36	8	40	180	39	59	77			18	38	495
03-Apr-97	5	34	4	86	325	115	76	52		1	14	54	766
04-Apr-97		36	4	52	168	85	103	146			19	26	639
05-Apr-97	1	3		35	94	39	31	137			5	20	365
06-Apr-97		6		22	34	43	25	88			2	2	222
07-Apr-97	2	26		87	157	77	54	138	1		6	27	575
08-Apr-97	2	55	3	117	132	126	49	65			6	27	582
09-Apr-97		32	11	95	158	70	88	188	1		8	32	683
10-Apr-97	9	53	12	103	136	33	73	242	1		3	19	684
11-Apr-97	1	56	9	69	70	65	55	118	1		1	27	472
12-Apr-97	1	12	7	29	25	25	41	43			14	14	211
13-Apr-97				5	37	24	7	47			1	7	128
14-Apr-97		31	6	61	78	31	52	120		3	30	29	441
15-Apr-97	3	26	9	111	153	80	84	120	1	1	10	26	624
16-Apr-97	2	31	3	134	115	72	64	127	3	1	10	29	591
17-Apr-97	3	22	1	116	131	51	50	58	1	3	26	36	498
18-Apr-97		10	3	155	245	63	69	304		2	44	24	919
19-Apr-97	2	28		84	289	60	81	179			29	15	767
20-Apr-97	2	9		63	99	34	76	90			38	8	419
21-Apr-97		9		66	90	45	53	132			27	22	444
22-Apr-97		49	6	78	100	58	62	127	2	4	33	47	566
23-Apr-97	1	26	2	61	87	76	43	198		1	77	35	607
24-Apr-97	1	32	8	80	140	72	110	104	5		68	37	657
25-Apr-97	1	22	10	101	94	59	79	126	1	2	77	36	608
26-Apr-97		1		8	41	29	17	21	4	2	48	20	191
27-Apr-97				9	8	2	27	27			45	3	121
28-Apr-97	4	21	7	70	118	71	61	87	2	4	74	47	566
29-Apr-97	3	35	13	96	115	88	69	226	3	2	155	24	829
30-Apr-97	5	69	3	78	177	81	94	184	11	5	92	15	814
01-May-97	3	38	6	59	185	65	77	122	16	16	100	36	723

# Resale Orders Processed

02-May-97			1	110	173	53	96	212	2	5	119	30	801
03-May-97			2	28	65	8	28	89	4		35	23	282
04-May-97			2	11	25	9	2	44			5	2	100
05-May-97	8	36	5	79	97	64	54	174		5	61	13	596
06-May-97	3	14	6	84	128	77	67	99	2	6	113	38	637
07-May-97		5	1	46	168	70	57	179	4	1	96	65	692
08-May-97		8	5	65	174	95	110	167	2	5	183	23	837
09-May-97	1	3	9	72	120	109	107	211	5	8	132	51	828
10-May-97	4			6	24	8	13	81			41	15	192
11-May-97				3		6	12	1			73	1	96
12-May-97	2	6	18	56	130	68	99	94	6	5	55	28	567
13-May-97	7	11	24	105	123	103	95	90		3	44	22	627
14-May-97	4	20	14	127	157	86	116	237	3	5	48	63	880
15-May-97	5	10	13	86	186	63	104	256	14	23	185	26	971
16-May-97	1	22	9	77	114	67	113	215	15	18	157	55	863
17-May-97	2	2		23	110	34	48	106	10		106	18	459
18-May-97		4		16	69	15	25	5	1		67	3	205
19-May-97	4	40	16	85	160	78	159	87	15	36	129	52	859
20-May-97	3	27	9	70	150	85	158	124	5	20	141	34	826
21-May-97	15	46	4	83	174	88	136	491	16	24	121	44	1242
22-May-97	12	21	7	82	223	110	124	333	13	23	170	43	1161
23-May-97	12	24	7	74	165	213	98	332	9	35	163	64	1196
24-May-97	1		7	18	27	28	13	15	2	6	124	10	251
25-May-97					3	3	4	2			143	8	163
26-May-97				9	28	5	13	3		1	106	14	179
27-May-97	11	33	4	58	165	78	80	194	3	56	129	32	841
28-May-97	11	30	10	96	174	117	139	198	21	48	113	71	1028
29-May-97	34	34	7	83	200	108	107	315	27	24	102	49	1090
30-May-97	14	41	10	81	195	84	165	218	9	10	84	58	969
31-May-97	3		1	15	34	19	18	13	2	2	3	4	114
01-Jun-97		4		5	17	2	4	6		6	21	14	79
02-Jun-97	23	29	16	76	205	110	127	260	5	24	204	48	1127
03-Jun-97	21	25	13	108	168	84	118	239	10	19	157	39	1001
04-Jun-97	26	11	18	117	242	102	71	241	9	23	81	87	1028
05-Jun-97	17	19	4	96	186	88	116	230	12	14	97	85	964
06-Jun-97	31	26	8	90	177	79	123	122	14	26	115	99	910
07-Jun-97	3	7		28	60	38	50	28		8	73	33	322
08-Jun-97				13	10	18	10	5		2	45	19	120
09-Jun-97	26	19	6	54	182	79	143	220	25	12	37	59	862

Resale Orders Processed

10-Jun-97	20	25	10	82	204	115	120	176	6	29	105	73	965
11-Jun-97	32	16	16	97	284	222	113	235	4	29	124	57	1229
12-Jun-97	23	67	9	130	422	80	120	194	17	47	95	61	1265
13-Jun-97	9	33	14	102	440	381	130	213	49	66	68	45	1550
14-Jun-97	5	28	11	58	101	54	30	16	32	15	69	49	468
15-Jun-97		8	10	6	66	7	10	3		16	80	30	236
16-Jun-97	28	28	16	68	384	458	85	152	17	21	76	34	1367
17-Jun-97	20	68	33	125	336	231	118	124	7	27	70	54	1213
18-Jun-97	25	51	15	125	418	239	183	525	6	20	122	48	1777
19-Jun-97	20	39	8	154	447	75	148	353	5	45	135	52	1481
20-Jun-97	80	44	12	110	235	118	211	462	1	25	107	73	1476
21-Jun-97		7		33		17	93	32	6	30	131	43	392
22-Jun-97				13	23	4	4	3	15	8	14	8	80
23-Jun-97	18	18	6	75	143	73	143	140	7	27	83	32	765
24-Jun-97	95	32	15	113	168	92	156	296	26	54	45	46	1138
25-Jun-97	30	40	10	102	241	119	176	534	5	29	100	41	1427
26-Jun-97	22	69	1	102	219	89	196	147	28	46	111	115	1145
27-Jun-97	16	52	18	97	168	99	182	201	26	53	54	197	1163
28-Jun-97		31	4	59	51	26	49	20		2	59	18	319
29-Jun-97				19	19	4	15	4			12	4	77
30-Jun-97	25	23	6	74	179	117	147	160	9	31	147	63	981
01-Jul-97	17	16	2	66	179	153	134	406	10	27	395	46	1451
02-Jul-97	7	38	19	102	635	98	210	379	8	81	179	105	1861
03-Jul-97	10	52		79	595	87	188	1983	14	57	63	125	3253
04-Jul-97		4		21	29	18	18	19		5	24	32	170
05-Jul-97				6	26	17	26	7		12	38	9	141
06-Jul-97				12	19	13	19	7		1	34	2	107
07-Jul-97	5	10	1	82	144	93	144	201	19	119	235	98	1151
08-Jul-97	7	20	4	118	174	149	152	1270	6	89	53	76	2118
09-Jul-97	11	19	7	72	130	93	170	198	44	28	96	86	954
10-Jul-97	17	34	19	164	182	111	194	880	14	63	106	82	1866
11-Jul-97	72	27	3	132	209	118	258	252	15	132	127	85	1430
12-Jul-97	4	7	8	72	140	70	125	254	6	5	23	26	740
13-Jul-97	1			9	30	12	19	12		3	23	1	110
14-Jul-97	25	19	16	101	156	84	209	184	35	41	89	108	1067
15-Jul-97	18	20	10	99	188	115	162	215	14	37	116	85	1079
16-Jul-97	3	22	3	85	169	112	192	237	2	81	105	56	1067
17-Jul-97	28	36	17	116	174	115	236	121	20	97	127	104	1191
18-Jul-97	42	46	18	113	194	107	255	184	31	132	174	80	1376

# Resale Orders Processed

19-Jul-97	11	5		39	74	42	104	42	5	21	112	44	499
20-Jul-97	3			11	12	8	33	6	3	1	38	14	129
21-Jul-97	18	56	15	66	106	67	237	186	17	39	148	43	998
22-Jul-97	30	98	7	164	153	72	297	252	12	41	103	55	1284
23-Jul-97	27	67	26	106	212	105	262	315	20	47	93	84	1364
24-Jul-97	26	58	17	119	226	128	362	251	18	75	172	72	1524
25-Jul-97	32	49	29	158	246	139	263	341	36	76	192	112	1673
26-Jul-97	11	14		80	107	50	84	36	5	71	103	107	668
27-Jul-97	10			9	28	14	18	15		11	50	6	161
28-Jul-97	18	25	13	70	198	74	236	319	18	210	65	79	1325
29-Jul-97	28	68	15	162	315	121	259	508	16	73	109	97	1771
30-Jul-97	35	118	26	138	183	101	259	202	96	45	66	105	1374
31-Jul-97	55	52	20	124	194	119	247	329	45	49	115	70	1419
	1514	3683	1053	12837	23340	11114	14491	29636	1123	2946	10427	6788	118952

Item 8c

Note: Total number of resale orders issued by the LCSC that were processed to completion.



Resale Canceled Orders

Item 8f Number of Resale orders that were canceled for customer or company reasons after being issued (May include some test orders) See Note bel

DATE	SA	SC	SP	SW	TH	FR	SA	SC	SP	SW	TH	FR	SA	SC	SP	SW	TH	FR
03-Jan-97							1											1
06-Jan-97								1										1
08-Jan-97					1													1
11-Jan-97						1												1
13-Jan-97					1													1
14-Jan-97					2													2
17-Jan-97								1										1
18-Jan-97								1										1
22-Jan-97							1											1
23-Jan-97				2														2
24-Jan-97				1	2													3
27-Jan-97	2				1			2										5
30-Jan-97				3	1	1	2											7
31-Jan-97	1				7		1											9
01-Feb-97				2	14	2	5	1								15		39
02-Feb-97					1													1
03-Feb-97			1	4	1	1	3	8								5		23
04-Feb-97				5	5		1	3					1			2		17
05-Feb-97				3			3	5								1		12
06-Feb-97				3	1		1	1										6
07-Feb-97				7	2		4	7								4		24
08-Feb-97				4	4		4	3										15
09-Feb-97					3		1	5										9
10-Feb-97				1	3		8	2					1			1		16
11-Feb-97				1		1	6	5								1		14
12-Feb-97			1	2	4	3	4	4								3		21
13-Feb-97				3	3	2	6	7								2		23
14-Feb-97		4		5	3		1	3								2		18
15-Feb-97				4	3	3	1	1										12
17-Feb-97				2	8	1		6								1		18
18-Feb-97		1		1	7	1	1	2								1		14
19-Feb-97					2													2
20-Feb-97					2			1										3
21-Feb-97				1	2		1	2										6
22-Feb-97	1			7	5		3	1										17
24-Feb-97	3			1	1			7										12
25-Feb-97		2		4	5	1	6	4								1		23

### Resale Canceled Orders

[illegible]

Resale Canceled Orders

08-Apr-97		9		6	5	10	53	4				2	89
09-Apr-97				8	8	3	75	4				2	100
10-Apr-97	1			10	8	1	49	4			3	1	77
11-Apr-97				7	6	6	27	4		7	16	1	74
12-Apr-97		1		1	2	5		2				1	12
13-Apr-97						1		2			2	2	7
14-Apr-97		11		10	8	1	27	2			11		70
15-Apr-97	2		1	3	8	4	18	6				3	45
16-Apr-97		2		6	12	1	7	5			1	4	38
17-Apr-97	1			5	8	3	140	5			2	3	168
18-Apr-97				4	4	2	37	8			1	8	67
19-Apr-97	2	2			14	2	1	2			2	4	29
20-Apr-97		2		1	2	1	2	3			1		12
21-Apr-97		2		10	3	8	37	1			2	1	66
22-Apr-97	1	1		3	4	2	52	6			2		71
23-Apr-97	1	3		4	5	9	31	11	1		3	8	76
24-Apr-97	4	6		7	13	2	49	1	1		10	5	98
25-Apr-97	4	1		3	4	1	51	4		1	3	8	80
26-Apr-97					2		4	5				2	13
27-Apr-97							2	4			1		7
28-Apr-97	1	4		1	4	4	37	7			10	5	73
29-Apr-97	5	1		4	7	2	17	10	1		11	1	59
30-Apr-97	1	2		11	5	4	26	37	2		9	3	100
01-May-97	1	6	2	3	4		25	7	5		6	1	60
02-May-97		1	7	4	4	3	16	13			1	1	50
03-May-97			1		1		4	5					11
04-May-97			1		2			1					4
05-May-97	1				6	1	19	2	5	2	5	3	44
06-May-97	3	2	1	11	1	9	17	11	4	3	4		66
07-May-97	4			2	9	5	49	7	7		10	4	97
08-May-97				9	12	5	212	39	1	2	11	1	292
09-May-97		1		8	10	13	91	12	3		16	5	159
10-May-97					3		8	1	3		9		24
11-May-97				1				1			1		3
12-May-97	1	1		9	14	6	25	8	2	3	7	5	81
13-May-97	3	1		6	19	6	49	11	6		3	2	106
14-May-97	3	10		5	16	12	46	5	2	2	3	11	115
15-May-97	2	2		32	10	9	93	29	11	1	20	11	220
16-May-97			1	5	29	5	22	42	9	1	11	3	128

### Resale Canceled Orders

17-May-97		1	2	1	2		6	7	
18-May-97					2		2	1	
19-May-97	3	3	1	10	13	4	51	8	1
20-May-97	14		5	3	24	5	63	5	5
21-May-97	16	2	1	3	9	8	22	11	4
22-May-97	20	1		3	17	6	18	5	4
23-May-97	6			4	15	9	35	6	3
24-May-97	2					4	1	2	
25-May-97					1				
26-May-97					2	2	2	2	
27-May-97	5	2	2	1	23	2	17	9	6
28-May-97	6		1	8	6	3	38	6	4
29-May-97	3		8	5	7	8	16	5	6
30-May-97		3		1	4	8	22	8	1
31-May-97	1				7	1	4		
01-Jun-97	7		2		2	1	13	2	5
02-Jun-97	4	5	2	4	10	8	32	10	3
03-Jun-97	7	1	4	5	2	7	9	7	5
04-Jun-97	4	4	5	1	9	5	18	3	7
05-Jun-97	10	2	1	4	8	10	26	2	2
06-Jun-97	20	1	3	9	9	7	42	9	2
07-Jun-97	2			1	4	1	2	3	
08-Jun-97	17			1	3	1	2		
09-Jun-97	11	5	7	4	16	12	14	4	
10-Jun-97	7	1		10	17	4	17	7	
11-Jun-97	2		6	10	12	11	21	10	
12-Jun-97	5	2	1	11	3	4	24	8	2
13-Jun-97	1	2		2	5	10	35	15	4
14-Jun-97	4			8	2	2	9	3	2
15-Jun-97			1		1		2	2	
16-Jun-97	5	4	2	5	11	2	18	7	5
17-Jun-97	6	11		8	11	1	16	12	2
18-Jun-97	11	3	5	3	28	8	21	7	2
19-Jun-97	7	5		5	10	4	25	19	4
20-Jun-97	4	4	1	4	15	6	14	21	
21-Jun-97		6		1			5	2	
22-Jun-97							1		
23-Jun-97	9			5	3	2	20	4	
24-Jun-97	3	6	1	10	4	3	16	7	

	1	1	21
		2	8
5	18	10	131
	26	2	152
	8	13	97
	2	4	80
1	3	15	97
	2	4	15
	3	1	5
	4		12
3	11	4	85
9	6	6	93
4	4	8	74
	9	5	61
1	1		15
4	6	10	52
	5	3	86
1	8	5	61
1	8	10	75
5	3	6	79
6	11	7	126
	4	2	19
			24
6	5	10	94
1	8	4	78
1	1	8	82
4	5	4	73
7	2	11	94
2	5	3	40
	2	2	10
8	6	18	91
2	5	10	84
5	2	10	105
11	6	17	113
6	11	6	92
1	8		23
			1
4	9	3	59
3	2	2	57

Resale Canceled Orders

25-Jun-97		3	1	4	13	5	47	19		3	3	8	106
26-Jun-97	25	26		8	4	1	34	13	2		2	2	117
27-Jun-97	6	3	1	5	23	12	37	14	3	1	5	9	119
28-Jun-97	1	7		2	12		4	3		1	6	2	38
29-Jun-97						1		2					3
30-Jun-97	4		3	13	11	6	15	7		5	6	11	81
01-Jul-97	5	3	2	5	13	6	18	10	3		5	4	74
02-Jul-97	8		1	10	8	6	53	18	2	3	8	9	126
03-Jul-97	2	5	2	5	6	5	19	16	2		1	6	69
04-Jul-97				1	1	4	7					3	16
05-Jul-97		2		2			7				3	2	16
06-Jul-97				1									1
07-Jul-97	5		1	5	5	5	42	20	1	3	6	7	100
08-Jul-97	1	2	3	1	11	8	13	18	1	5	1	9	73
09-Jul-97	11	2	5	5	14	5	84	39	3	15	4	6	193
10-Jul-97	18	2	5	2	15	1	60	27	12	18	3	16	179
11-Jul-97	7	1		8	10	4	53	23		8	10	9	133
12-Jul-97				1	4	5	11	8	1		1		31
13-Jul-97								1					1
14-Jul-97	1		1	6	3	6	19	14	1	1	4	7	63
15-Jul-97	10	1	2		24	7	21	7	1	9	4	5	91
16-Jul-97				2	6	3	16			5	4	3	39
17-Jul-97	2		1	3	7	5	46	13		8	12	5	102
18-Jul-97	11	1	2	9	7	2	64	14	4	8	8	18	148
19-Jul-97	2			4	3	4	25	2	1		3	2	46
20-Jul-97						1	4					1	6
21-Jul-97	4	1	1	9	7	6	58	41	1	10	6	23	167
22-Jul-97	6	3	2	6	12	2	36	19	3	7	3	3	102
23-Jul-97	14	5	2	6	6	2	66	17	9	20	5	13	165
24-Jul-97			3	10	16	8	59	25	1	2	7	10	141
25-Jul-97	4	3	1	18	9	3	58	27	2	7	8	3	143
26-Jul-97		1		7	5	3	8	1		4	4	7	40
27-Jul-97	1			1	3	1	3	2		1	2	4	18
28-Jul-97	2	2	2	7	5	2	31	9	3	24	10	5	102
29-Jul-97	4		1	13	10	3	41	11	5	11	4	9	112
30-Jul-97	5		4	6	7	6	63	16	5	6	5	12	135
31-Jul-97	17	10	7	11	19	2	51	8	1	6	4	9	145
TOTAL	471	293	141	747	1231	584	4213	1516	222	312	631	710	11071

**Resale Canceled Orders**

**Item 8f**

**Note:** BellSouth does not reject orders after they are issued. This report indicates the number of orders that was canceled after being issued.

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Request for  
Production of Documents  
August 11, 1997  
Item No. 20  
Page: 1 of 1

**REQUEST:** Produce copies of all studies, analyses, reports, or logs that describe, or from which one can determine (both for Florida and region-wide):

- (a) the number of CLEC orders completed on or before the due date specified on the FOC;
- (b) the number of CLEC orders completed after the due date specified on the FOC;
- (c) the number of CLEC order completed:
  - (1) within 24 hours after the due date specified on the FOC;
  - (2) more than 24 hours, but less than 48 hours, after the due date specified on the FOC;
  - (3) more than 48 hours, but less than 72 hours, after the due date specified on the FOC; and
  - (4) more than 72 hours after the due date specified on the FOC.

**RESPONSE:** The due date on the order is the due date on the FOC. See BellSouth's response to AT&T's 1st Request for Documents Item No. 8.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

**REQUEST:** Please state, with respect to all orders received from CLECs in Florida and in the BellSouth region since January 1, 1997:

- (a) the percentage of orders sent from LEO (Local Exchange Ordering) to LESOG (local Exchange Service Order Generator);
- (b) the percentage of orders from LEO to the LCSC (Local Carrier Service Center);
- (c) the percentage of orders sent from LESOG to SOCS (Service Order Centralization System); and
- (d) the percentage of total orders that LESOG was unable to process.

Please provide a separate Florida-specific response as well as a response for the BellSouth region.

**RESPONSE:** Please see the attached response. This information is for July and August only on a regional basis. The information was manually obtained from LEO. No data available for Florida specifically and is available for only 2 months.

**INFORMATION PROVIDED BY:** W. N. Stacey  
Assistant Vice President  
675 W. Peachtree St.  
Atlanta, Ga. 30375



July														
LEO/LESOG ERRORS BY CATEGORY														
	ED/LENS ORDERS	TOTAL LEO/LESOG DETECTED ERRORS	RSAG ERRORS	DSAP ERRORS	MISC. ERRORS	LSR/CSR ERRORS	COFFI ERRORS	EU ERRORS	FNL ERRORS	NO TN ERRORS	ORDERS TO SOCS	SOER ERRORS	Mechanized Order Generation	% Flowthrough
1st week	136	45	13	6	2	6		16	1	1	91	42	49	36.0%
2nd week	417	141	89	28	5	16	3				276	206	70	16.8%
3rd week	219	101	57	27	9	7		1			118	72	46	21.0%
4th week	489	143	89	26	14	8	6				346	170	176	36.0%
5th week	218	71	39	18	6	5	1				147	100	47	21.6%
TOTAL	1479	501	287	105	38	42	10	17	1	1	978	590	388	26.2%
% BY ERROR TYPE		33.9%	19.4%	7.1%	2.6%	2.8%	0.7%	1.1%	0.1%	0.1%		39.9%		

August														
LEO/LESOG ERRORS BY CATEGORY														
	ED/LENS ORDERS	TOTAL LEO/LESOG DETECTED ERRORS	RSAG ERRORS	DSAP ERRORS	MISC. ERRORS	LSR/CSR ERRORS	COFFI ERRORS	EU ERRORS	FNL ERRORS	NO TN ERRORS	ORDERS TO SOCS	SOER ERRORS	Mechanized Order Generation	% Flowthrough
1st week	864	295	168	61	25	41					569	341	228	26.4%
2nd week	1048	338	127	30	110	57	4	10			710	506	204	19.5%
3rd week	2293	426	137	26	142	100	13	10			1865	1153	712	31.1%
4th week	4072	485	185	16	169	84	20	11			3587	1940	1647	40.4%
5th week												0		
TOTAL	8277	1546	617	133	446	282	37	31	0	0	6731	3940	2791	33.7%
% BY ERROR TYPE		18.7%	7.5%	1.6%	5.4%	3.4%	0.4%	0.4%	0.0%	0.0%		47.6%		

(a) LEO and LESOG error detection percentages are not separated, so no data is available to specifically address this question

(b) All error types ("TOTAL LEO/LESOG DETECTED ERRORS" and "SOER ERRORS") are handled by the LCSC until the CLEC ordering error has been corrected.

(c) The column in the tables shown above labeled "ORDERS TO SOCS" contains this data for orders entered electronically through EDI or LENS

(d) The column in the tables shown above labeled "ORDERS TO SOCS" contains this data for orders entered electronically through EDI or LENS

NOTE 1 : Data is not available prior to July, 1997

NOTE 2: Only regional data is available. The data available is not separated by state.

**REQUEST:** With respect to the number of CLEC orders that LESOG was unable to process since January 1, 1997, both for Florida and for the BellSouth region, describe how the orders were processed, including whether the orders were processed manually.

**RESPONSE:** Any orders from ALEC's that do not flow through the system electronically are processed with manual intervention to the extent necessary in order to complete the order.

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Planning  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

**REQUEST:** For any orders for unbundled loops that BellSouth has received from CLECs (both in Florida and region-wide) since February 8, 1996:

- (a) identify the number of orders received by BellSouth for unbundled loops by month from February 1996 to the present. If "by month" data is not available, then provide the requested data in any format available to show the volume of orders over time.
- (b) provide a breakdown showing the number of such orders that were provisioned within:
  - (1) 2 days of the order;
  - (2) 5 days of the order;
  - (3) 6-10 days of the order;
  - (4) 11-20 days of the order; and
  - (5) more than 20 days of the order.

In addition, please indicate the longest time interval BellSouth has taken to provision an unbundled loop and explain circumstances.

**RESPONSE:** The scope of this request is extremely burdensome and oppressive in that it would require the LCSC staff to review all orders processed.

a. BellSouth has this data for Florida and region wide for Jan-July 1997. This data was not accumulated prior to January 1997. This information is contained in AT&T's 1st Document Request Item 8.

b. Please refer to BellSouth's response to Interrogatory No. 25. In order to respond to this section, BellSouth would be required to manually search approximately 4,000 orders and manually separate Florida specific from other regional orders.

**INFORMATION PROVIDED BY:** W. N. Stacy  
Assistant Vice President  
675 W. Peachtree NE  
Atlanta, Ga. 30375

**REQUEST:** For any orders for basic service lines at a wholesale discount (i.e., Total Service Resale, or "TSR" orders) received by BellSouth (both in Florida and region-wide since February 8, 1996:

- (a) identify the number of orders received by BellSouth for TSR by month from February 1996. If "by month" data is not available, then provide data in any formats available to show the total volume of orders over time.
- (b) provide a breakdown showing the number of such orders that were provisioned within:
  - (1) 2 days of the order;
  - (2) 5 days of the order;
  - (3) 6-10 days of the order;
  - (4) 11-20 days of the order; and
  - (5) more than 20 days of the order.

In addition, please indicate the longest time interval BellSouth has taken to provision an order for resale and explain the circumstances.

**RESPONSE:** a. BellSouth has this data for Florida and region wide for Jan-July 1997. This data was not accumulated prior to January 1997. This information is contained in AT&T's 1st Document Request Item 8.

b. BellSouth Systems does not capture this information. When an order is completed in SOC's the dates associated with the order is deleted by the system after a determination of whether the order was missed.

**INFORMATION PROVIDED BY:** W. Keith Milner  
Director - Strategic Planning  
675 W. Peachtree NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 5  
Page: 1 of 1

**REQUEST:** Describe the largest number of orders (from all CLECs combined) for unbundled loops that BellSouth has received on a single day (both on a region-wide basis and in each State in BellSouth's region, including Florida), and the day on which such orders were received.

**RESPONSE:** Please refer to BellSouth's Response to AT&T's 1st Document Request Item 8. This information is only available for January 7, 1997 - July 1997. BellSouth did not begin to capture the data mechanically until that time.

**INFORMATION PROVIDED BY:** W. Keith Milner  
Director - Strategic Planning  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 6  
Page: 1 of 1

**REQUEST:** Describe the largest number of orders (from all CLECs combined) for unbundled loops that BellSouth has processed on a single day (both on a region-wide basis and in each State in BellSouth's region, including Florida), and the day on which such orders were processed.

**RESPONSE:** Please refer to BellSouth's Response to AT&T's 1st Document Request Item 8. BellSouth begins to process orders the day they are received. This information is only available for January 7, 1997 - July 1997. BellSouth did not begin to capture the data mechanically until that time.

**INFORMATION PROVIDED BY:** W. Keith Milner  
Director - Strategic Planning  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 7  
Page: 1 of 1

**REQUEST:** Describe the largest number of orders (from all CLECs combined) for resold local lines that BellSouth has received on a single day (both on a region-wide basis Florida), and the day on which such orders were received.

**RESPONSE:** Please refer to BellSouth's Response to AT&T's 1st Document Request Item 8. This information is only available for January 2, 1997 - July 1997. BellSouth did not begin to capture the data mechanically until that time.

**INFORMATION PROVIDED BY:** W. Keith Milner  
Director - Strategic Planning  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 8  
Page: 1 of 1

**REQUEST:** Describe the largest number of orders (from all CLECs combined) for resold local lines that BellSouth has processed on a single day (both on a region-wide basis and in each State in BellSouth's region, including Florida), and the day on which the orders were processed.

**RESPONSE:** Please refer to BellSouth's Response to AT&T's 1st Document Request Item 8. Resale orders are processed on the day they are received. This information is only available for January 7, 1997 - July 1997. BellSouth did not begin to capture the data mechanically until that time.

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Planning  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375



**REQUEST:** Describe, both for Florida and on a region-wide basis:

- (a) the number of requests for its own basic exchange service that BellSouth receives on an average day;
- (b) the largest number of requests for its own basic exchange service that BellSouth has received on any day within the last two years;
- (c) the largest number of requests for its own basic exchange service that BellSouth has received on a particular day within the last two years.

**RESPONSE:** This information is an approximation based on reports BellSouth Consumer Operations. In this response, BellSouth is defining basic exchange as a new connect 1FR in Florida.

- a. 121 a day or 3630 for an average 30 day period.
- b. This information would require the review of service orders maintained on microfiche which is kept on file for one year in each BellSouth business office in Florida.
- c. 5410

**INFORMATION PROVIDED BY:** Diane Gee  
Manager  
675 W. Peachtree Street NE  
Atlanta Ga. 30375

REQUEST: Identify all CLECs (both in Florida and region-wide) with whom BellSouth has tested:

- (a) LENS;
- (b) EDI (whether Phase I, Phase II, or otherwise);
- (c) EXACT;
- (d) TAFI;
- (e) EBI;
- (f) the Billing Daily Usage File;
- (g) any other interface.

RESPONSE:

- (a) (b) (d) (f) See attached charts and documents (**PROPRIETARY** ALEC Specific Information)
- (c) (e) EXACT and EBI have been operational for IXCs, and therefore were not tested with CLECs. There is no test data for CLECs using the EBI, because the EBI was built for and used by IXCs.
- (g) n/a

INFORMATION PROVIDED BY: Gloria Calhoun  
Director - Regulatory Management  
BellSouth Center  
675 W. Peachtree St.  
Atlanta, Ga 30375

(f)

# Electronic Interface Sales Pipeline

8/18/1997 .2

Potential					System Turnup					Use	Volume to date	Forecast Volume '97	Forecast Volume '98	Reps '97	Reps '98	% Residential	% Small Bus	% Complex
LEN S	EDI	EDIPC	EC-Lite	TAFI	LEN S	EDI	EDIPC	EC-Lite	TAFI									
X					B													
X			X	X	E					NOW	3	500	800			40%	40%	20%
X					C 8/6				B	7/25/97							50%	50%
X				X	C				A									
X			X	X						4Q97								
X	X			X	C					8/1/97		300+		6	16	0%	20%	80%
X	X		X	?X	E	E			C	NOW	5128	147,530						
X					C													
X	X	X	X	X	C - 8/20					4Q97		1000	3000					
X					C													
X		X		X	A		A		A									
X	X			X													90%	10%
X	X			X	E				E	NOW	70							
X	X			X	C		D		C			3005						
X	X		X	X						4Q97			10000		10	50%	30%	20%
X	X		X	X	E				E	NOW	12	1000	10000	5	20	25%	60%	15%
X				X								100	2000	1	3	1%	35%	64%
X					C													
X		X	X	X	C		E		C	1Q98	9	1000	10000	3	5		50%	50%
X					E					8/1/97	68							
X			X	X						ASAP		500	5000	15	20	5%	20%	75%
X			X		B													
X		X		X	A		A		A									
X				X			B											
X	X																	
X	X			X														
X	X		X	X	B				B	8/30/97		25000	30000	40	80	5%	75%	20%
X				X	E				A	NOW	49							
X		X	X	X	E				E	NOW	180	9800	10800	25	65	5%	90%	5%
X				X	E				E	NOW	2							
X					E				C		1							
X		X	X	X	C					ASAP		500	1000	5	50			

# Electronic Interface Sales Pipeline

8/18/1997 .2

Potential					System Turnup					In Use	Volume to date	Forecast Volume '97	Forecast Volume '98	Reps '97	Reps '98	% Residential	% Small Bus	% Complex
LEN S	EDI	PC	EC-Lite	TAFI	LEN S	EDI	PC	EC-Lite	TAFI									
X		X	X	X	C		E		C	8/1/97	5	100	800	2	5		70%	30%
X			X	X						ASAP				8	30	30%	50%	20%
X																		
X	X	X	7X		E					NOW	818	6000	6000					
X				X	C				C									
X				X	E					NOW	14							
X		X		X	E		E		E	NOW	48							
X	X				C								36775					
X				X	C				C									
X		X	X	X	C - 8/20					ASAP		200	2000	3	8	10%	80%	10%
X	X	X		X	C - 8/20					9/1/97		5000	20000	5	12	100%		
									C									
				X	C													
X				X						11/1/97		100	100	2	6	5%	80%	15%
X		X		X						ASAP						70%	30%	
X			X		C													
X					C					7/1/97		1000+	1000+	3		100%		
X	X		X	X	C				C	4Q97						70%	20%	10%
X					E						179							
X			X	X								4000	4000	2	2	100%		
X					E						22							
X	X			X														
X				X						ASAP					150			
X			X		E				E	NOW	64							
X		X			C		E		C		1							
X			X	X	A					8/1/97		200	500	8	10	100%		
X				X	C				C									
			X		E				E	NOW	10							
X			X		E				C		1							
X			X		C				A									
X				X	E				E	NOW	18							
			7X															
X				X	E						27							
57	16	14	20	51	SEE LEGEND FOR TOTALS					13	6527	242110	116000	131	492	34.10%	42.38%	23.52%

Total at each stage

3  
3  
23  
1  
20

Turnup Activity Legend

A	Account team to negotiate interface in next 30 days
B	Building connectivity
C	Trained, connectivity set
D	End-to-End testing
E	Actively using system

Order Volumes by System

LEN S	1338
EDI	5128
PC	61
Total	6527

**REQUEST:** State the number of CLEC inquiries/orders that can be processed, by hour and by day, by each of the following, and state whether such number is for Florida or for the BellSouth region:

- (a) LENS;
- (b) EDI;
- (c) EXACT;
- (d) TAFI;
- (e) EBI;
- (f) the Billing Daily Usage File;
- (g) any other interface that BellSouth offers or provides to CLECs.

**RESPONSE:** (a) LENS has been designed to handle 1000 orders per day for the BellSouth region, in addition to pre-order activity in support of 5000 orders per day. The target is to handle 100 orders per hour, although LENS activity can be spread over as many as 20 hours most days. Florida is expected to account for about 25% of the orders.

(b) The target for EDI is 4000 orders per day in the BellSouth region, with an hourly target of 400 orders. Florida is expected to account for about 25% of the orders. EDI can actually handle many more orders each hour. Approximately 2000 orders have been sent through EDI in one hour during testing. EDI is available 24 hours per day.

(c) BellSouth currently processes approximately 2000 ASR's/day region wide. However, BellSouth's policy is to provide support for UNE and Resold products via the EDI and LENS interfaces.

(d) Bellsouth currently can accommodate 130 concurrent ALEC users with a volume of 2600 troubles/hr region wide.

(e) The WFA-TA interface currently processes approximately 200 troubles/day region wide at 60% CPU in an IXC environment.

**REQUEST:** State the number of CLEC inquiries/orders that can be processed, by hour and by day, by each of the following, and state whether such number is for Florida or for the BellSouth region:

- (a) LENS;
- (b) EDI;
- (c) EXACT;
- (d) TAFI;
- (e) EBI;
- (f) the Billing Daily Usage File;
- (g) any other interface that BellSouth offers or provides to CLECs.

**RESPONSE:** (f) Region wide end user billing data is collected, processed and distributed to the local providers during batch cycle processing five workdays per week, except holidays. With the batch processing arrangements, capacity is available to handle large volumes. Volumes in the range of four to six million records per day per RAO could be processed routinely. This would be for all CLEC users combined, at the individual RAO level. The Billing Daily Usage Files consist of call detail records for end user calls (interlata toll and billable local calls, Directory Assistance, Verification and Interrupt, Operator Services, etc.), rather than inquiries or orders.

**RESPONSE PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Management  
BellSouth Center  
675 W. Peachtree St.

**REQUEST:** State whether manual intervention is required or involved in BellSouth's ordering processes for CLECs and, if so, describe the interface (s) or system (s) where such manual intervention is required.

**RESPONSE:** Manual ordering is used for many complex services and the low-volume UNEs which have not been defined by the OBF (Ordering and Billing Forum). (EDI handles some complex services like PBX trunks, Synchronet, hunting, and ISDN Basic Rate, and these UNEs: loop, INP (Interim Number Portability), loop + INP, and port.) Complex services requiring account team handling are handled in the same manner for both CLEC and BellSouth retail customers.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
675 W. Peachtree Street, N.E.  
Atlanta, Ga. 30375



**REQUEST:** Using a detailed process flow diagram, indicate the specific electronic interfaces, backoffice systems and ordering, billing and maintenance and repair systems for unbundled network elements and resale. Indicate in detail in the diagram where such interfaces, systems and personnel are also used to provide BellSouth services. In addition to the flow diagram:

- (a) Describe the functions or systems available to a CLEC wishing to resell to an existing BellSouth customer the identical service that the customer receives from BellSouth.
- (b) Describe the functions or systems available to a CLEC wishing to resell to an existing BellSouth customer services that differ from the service that the customer receives from BellSouth.
- (c) Identify all differences that exist in the ability of BellSouth and the CLECs to perform each function, including but not limited to the ability to expedite orders and modify orders.

**RESPONSE:**

(a, b, c) Please see attached documents

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Management  
BellSouth Center  
675 W. Peachtree St.  
Atlanta, Ga 30375

## **Interrogatory No. 13**

**Response:** The following describes BellSouth's Ordering, Provisioning, Maintenance, and Billing processes with specific focus on the ALECs interfaces with these processes:

### **Ordering & Service Provisioning:**

#### **Non-Designed Services**

This section describes the ordering and service provisioning flow depicted on Exhibits 1 through 4. The reader should refer to those process flow diagrams while reading the following:

#### **Order Transmittal from ALEC to BellSouth:**

The ALEC community can select from three optional LSR interfaces (EDI, LENS, manual) and two ASR interfaces (EXACT, manual) with BellSouth in the ordering and provisioning process:

#### **Electronic Data Interchange (EDI):**

EDI is the electronic interface sanctioned by the OBF for Local Service Request communications. Using this interface, the ALEC will transmit service requests in OBF standard format to BellSouth. EDI is basically a file transfer control module, allowing an EDI module on the ALEC side of the interface to pass formatted data to the EDI module on the BellSouth side of the interface. Thus, EDI is not an interactive system; it is a "batch process" file-transfer interface, although there is considerable flexibility in how the ALEC chooses to configure the file transfer software. LSRs successfully received and processed by EDI will be passed to the Local Exchange Ordering (LEO) system.

LEO will perform certain edit checks and data formatting checks to help ensure a complete and correct order entry. If the request fails the edit checks, it will be electronically returned to the ALEC for correction via EDI. If the request passes the edit and data formatting checks, LEO will return a Firm Order Confirmation electronically to the ALEC via EDI and pass the service request on to the Local Exchange Service Order Generator (LESOG). LESOG will format the service request into BellSouth service order record formats which can be handled by downstream systems. LESOG will use terminal emulation to input the order into the BellSouth Service Order Control System (SOCS).

Ongoing enhancement of EDI will be developed in phases. Those resale services or UNEs which are not supported by EDI in the first will be handled through the LCSC using the manual interface.

*LENS Interface:*

BellSouth also offers a Local Exchange Negotiation System (LENS) interface to any ALEC who chooses to use this option. Using LENS, the ALEC can order certain resale services and UNEs electronically. The LENS interface will also comply with OBF ordering standards for those resale services and UNEs which it supports at any point in time. Development of LENS capabilities will be a phased approach. Any resale services or UNEs which are not supported by LENS at a particular point in time will be handled through the LCSC using the manual interface.

LENS will perform a number of data formatting checks on the service request. As the LSR is entered into LENS, LENS will also automatically perform the following data validation functions:

- LENS will first access RSAG and verify the street address.
- Once the street address is valid, LENS will present a list of features available in the switch(es) which serve that address.
- Once the desired features have been selected, LENS will either allow a search in ATLAS for a DN or allow the ALEC to enter a DN which had previously been reserved through preordering transactions.
- Finally, LENS will attempt to honor the Due Date which the ALEC requests but will validate the availability of that DD in DSAP. If a commitment date is returned different from the requested date, LENS will (in Phase II) provide an explanation for the difference.

Once the LSR has been entered and all edits and validations are passed, LENS will provide an Acknowledgment for the ALEC and send the service request to the Local Exchange Ordering (LEO) system.

LEO will format the service request into BellSouth service order record formats which can be handled by downstream systems. LEO will also apply further editing and formatting checks to help ensure a valid order. If the LSR fails these checks, the LSR will fall-out in the LCSC for manual intervention. LENS will also provide the ALEC with a list of all LSRs which are in error status and the associated errors.

If the LSR passes the LEO edits, LEO will generate a Firm Order Confirmation (FOC) — which is available to the ALEC via the LENS interface — and then electronically pass the service request into the Local Exchange Service Order Generator (LESOG). LESOG will use terminal emulation to input the order into the BellSouth Service Order Control System (SOCS).

Finally, LENS provides the ALEC with access to key status information regarding the BellSouth service order which is related to his LSR. The ALEC can see if the service order is pending assignment by downstream OSs (e.g. LFACS, COSMOS as described later in this section), if assignment functions are complete and the order is pending installation, and, finally, if the order has been completed. Moreover, when the order is completed in the Service Order Control System (SOCS), a formal Completion Notice will be passed to LENS and will be available to the ALEC on line.

*Exchange Access Control & Tracking (EXACT) Interface:*

The ALEC can input Local Interconnection Access Service Requests (ASRs) directly into EXACT, just as the InterLATA Carriers (IC) have long been operating. Using this interface, the ALEC will enter Local Interconnection ASRs in OBF standard formats. EXACT will perform certain edit checks and data formatting checks to help ensure a complete and correct order entry. If the request fails the checks, it will be electronically returned to the ALEC for correction.

If the request passes the EXACT checks, EXACT will return a Firm Order Confirmation to the ALEC and pass the request to the Translation of USOCs and FIDs (TUF) system. TUF will format the service request into BellSouth service order records formats which can be handled by downstream systems. TUF will then electronically pass the service request directly into the BellSouth Service Order Control System (SOCS).

EXACT was designed originally for the InterLATA Carrier ordering processes associated with IC Switched Access and Special Access. EXACT conforms to OBF standards for Local Interconnection and is used by a number of ALECs to order Local Interconnection trunks. EXACT will not be enhanced to support local resale services and local service UNEs — local services should be ordered on LSRs through one of the LSR interfaces (EDI or LENS).

*Manual Interface:*

Finally, the ALEC can transmit local service requests to BellSouth using facsimile or mail services. These service requests will be received and input into front-end service provisioning systems — either the Direct Order Entry (DOE) or the Service Order Negotiation System (SONGS) system, depending upon the

geographic area — by the BellSouth Local Carrier Service Center (LCSC). In Florida, all local service requests for non-designed services will be entered into DOE by the LCSC.

During entry, preordering-type data validations are performed, and DOE performs various data edit and formatting checks as well. If the order passes all edit checks and data validation, DOE will pass the service order to the Service Order Control System (SOCS). At this point, the LCSC furnishes a Firm Order Confirmation manually to the ALEC.

If errors are detected, the order is presented to the LCSC personnel for correction. The LCSC will make the correction if the error resulted from an input error. If the ALEC provided erroneous or improperly formatted information, the LCSC will contact the ALEC (by phone or facsimile) to resolve the problem.

Local service requests will be accepted by BellSouth on standard forms developed through the Ordering & Billing Forum (OBF). Where OBF forms are not finalized or where BellSouth has identified the need to add fields to certain types of service requests for additional data needed to work the order, BellSouth has created interim forms. Instructions for using these interim forms are included (along with instructions for using all other OBF manual service request forms) in BellSouth filings and publications. BellSouth has provided these publications directly to ALECs who have established master accounts with BellSouth. BellSouth has also provided input and proposals related to all deviations from OBF standards to the Ordering and Billing Forum. BellSouth intends to conform to OBF standards.

#### *Complex Services:*

Local service requests for *complex* resale services or *complex* UNEs will require extra handling outside the service provisioning pipeline. Complex requests are those which:

- require complex translations work involving customer groups (e.g. ESSX, MultiServ<sup>®</sup>, Automatic Call Distribution groups, etc.) or changes to switch configurations (e.g. turning on new switch software features)
- involve any customized switch or network routing changes
- involve the Public Packet Switch Network (i.e. PulseLink<sup>®</sup>)
- involve broadband offerings (e.g. Asynchronous Transfer Mode data networking)

If the local service request is for complex resale services, the ALEC will contact the ICS Account Team directly. The ICS Account Team, depending upon the nature of the LSR, will collect the necessary data to perform the complex translations and configurations and then pass this information to the Data

Customer Service Center (DCSC) if broadband or packet data services are involved. Otherwise, the ICS Account Team will pass this information to the Vendor Services Center (VSC). The DCSC or VSC will enter the service orders into SOCS and forward information needed by BellSouth work groups outside the service order flow as appropriate.

If the LSR is for complex UNEs or UNE combinations, the LCSC will "hand-off" the request to the appropriate BST organization. For instance, if the LSR involves broadband UNEs, the LCSC will refer the LSR to the Data Customer Service Center (DCSC). Otherwise, the LCSC will involve the ICS Account Team. Either the DCSC or LCSC, depending on the specific nature of the LSR, will issue the necessary service orders into the Service Order Control System (SOCS) and forward information needed by BellSouth work groups outside the service order flow as appropriate.

This is the same kind of handling that a BellSouth retail service request would follow in other BellSouth Customer Operating Units (e.g. BBS) when complex functions\*are involved. When complex services are involved, additional work items must be handled outside of the primary service order pipeline.

*Order Distribution and Assignment Functions Within BellSouth:*

The primary function of the Service Order Control System (SOCS) is to route the service order to all recipients who/which require the information. The primary destination is the next downstream service provisioning system, Service Order Analysis & Control (SOAC). If the service order can be processed without problem by SOCS, it will be passed electronically to SOAC. If SOCS has a problem with the service order routing function, the order will "fall-out" in the LCSC for manual intervention. The LCSC will resolve the problem and resend the order to SOCS.

SOAC will determine from information in the service order image which downstream assignment and control systems require information in order to perform their functions. SOAC will then route the necessary service order data to the downstream assignment systems. The next system in the provisioning pipeline for non-designed orders is the Loop Facility Assignment Control System (LFACS).

LFACS will use certain data from the service order to select and assign the loop facilities. To perform this function, LFACS will primarily use the address data for the customer location, selecting the best loop facility which can serve the address. If the customer is transferring existing service from BellSouth to the ALEC, a "reuse field identifier" will cause LFACS to reassign the same loop facility to the ALEC order. If LFACS encounters an error or condition which prevents the successful assignment of a loop facility, the order will "fall-out" and

be presented to an employee in the Network Infrastructure Support Center — Address & Facility Inventory Group (NISC-AFIG) for manual intervention. Otherwise, LFACS will mechanically complete the loop facility assignment and pass this information along with certain other parameters back to SOAC.

SOAC will next route the service order to the Computer System for Mainframe Operations (COSMOS) system. COSMOS will make the terminal assignments on the main distributing frame in the central office to cross connect the BellSouth switch port or the ALEC port/facility-termination to the loop facility assigned by LFACS. If COSMOS is successful in this function, COSMOS will issue a frame work order to the field central office personnel to perform the frame cross-connect wiring functions in accordance with the service order. COSMOS will also return the frame assignment information (particularly the "OE" assignment) to SOAC for entry into the service order assignment section. If COSMOS encounters a problem, the order will "fall-out" into the NISC-AFIG for manual intervention.

Once SOAC receives the completed assignment information from COSMOS, SOAC will route the order to MARCH. If the order requires software changes to be made in a BellSouth switching network element (e.g. to activate dial tone and the assigned telephone number, to activate line vertical service features, or to implement other line-assigned, switch-based services), MARCH will handle that function. If no switch recent change inputs are required, MARCH will simply list the order on a "no work" log for record keeping and historical data.

#### Service Activation and Dispatch Functions:

When switch software line attribute changes are required, MARCH will convert the information contained in the service order image to switch "Recent Change" format — the input/output language format appropriate for the type of switching network element involved (e.g. Number 5 Electronic Switching System<sup>®</sup>, Digital Multiplex System 100<sup>®</sup>, etc.). MARCH will control the release of the switch recent changes and check for acceptance/activation messages returned by the switch. If all goes well, MARCH retains a record of the order transactions. If the recent change messages cannot be properly constructed from the service order image received from SOAC, or if the switch does not return the expected acceptance messages, MARCH will cause the order to "fall-out" to the Network Infrastructure Support Center — Recent Change Memory Administration Group (NISC-RCMAG) for manual intervention.

Meanwhile, SOAC transmits a copy of the service order back to SOCS. SOCS routes a copy of the service order image to the Line Maintenance Operations System (LMOS). LMOS has two primary functions: (a) to maintain a record of the service and assignments which is referenced by other operating systems and personnel during maintenance & repair activities over the life of the service and

(b) to effect a dispatch of a field technician if field work is required on the order. In this latter function, LMOS generates a work order which is used by the Work Management Center (WMC) Load Control Group to dispatch field technicians.

When the field work has been completed in cases where a field dispatch was required, LMOS sends a completion notice back to SOCS. If no field dispatch was required on the order, LMOS sends a completion notice back to SOCS when its maintenance database has been updated based on the service order image ("autocompletion"). SOCS forwards the completion notice to the Customer Record Information System (CRIS), which begins the billing process.

At the same time, SOCS will pass the completion notice to LESOG which will forward it to LEO. For LSRs that were transmitted via EDI, LEO will deliver completion notices via EDI to the ALEC. For LSRs placed through LENS, the LENS interface will display Completion Notices interactively on line. The LCSC will not normally furnish Completion Notices manually to the ALEC.

### **Designed Services**

This section will describe the ordering and service provisioning flow for designed resale and UNE local service requests as depicted on Exhibits 5 and 6. The reader should refer to those process flow diagrams while reading the following:

#### **Order Transmittal from ALEC to BellSouth:**

The systems flow and interfaces for accepting local service requests for designed services and passing the service order to the Service Order Control System (SOCS) are the same as described previously for non-designed services.

#### **Order Distribution and Assignment Functions Within BellSouth:**

The primary function of the Service Order Control System (SOCS) is to route the service order to all recipients which require the information. The primary destination is the next downstream service provisioning system, Service Order Analysis & Control (SOAC). If the service order can be processed without problem by SOCS, it will be passed electronically to SOAC. If SOCS has a problem with the service order routing, the order will "fall-out" in the LCSC for manual intervention. The LCSC will resolve the problem and resend the order to SOCS.

SOAC will determine from information in the service order image which downstream assignment and control systems require information in order to perform their functions. SOAC will then route the necessary service order data



to the downstream assignment systems. The next system in the provisioning pipeline for designed orders is the Loop Facility Assignment Control System (LFACS) if the loop facility is inventoried there.

LFACS will use certain data from the service order to select and assign the loop facilities. To perform this function, LFACS will primarily use the address data for the customer location, selecting the best loop facility which can serve the address. If LFACS encounters an error or condition which prevents the successful assignment of a loop facility, the order will "fall-out" and be presented to an employee in the Network Infrastructure Support Center — Address & Facility Inventory Group (AFIG) for manual intervention. Since this is a designed order, a special field identifier will be present in the service order image alerting LFACS to send the order with the necessary loop information back to SOAC and on to TIRKS.

SOAC will next route the service order to the Trunks Integrated Record Keeping System (TIRKS) for circuit design. TIRKS will attempt to automatically design the order using standard models for common circuit configurations which are developed by BellSouth staff support organizations with the support of Bell Communications Research when necessary. If the service order matches with a TIRKS design model, mechanized design processes proceed. If the necessary design elements (e.g. circuit electronics, switching element terminations, interoffice facility elements, etc.) are available, TIRKS will make the necessary assignments and issue the Work Order Record Details (WORD) document into the next downstream systems. If TIRKS cannot match the order with an appropriate design model or if any of the necessary design elements are unavailable, the order will "fall-out" in the Network Infrastructure Support Center — Circuit Provisioning Group (NISC-CPG) for manual intervention.

TIRKS will distribute copies of the WORD to designated receiving printers or terminals. But the primary flow will send the WORD to the Work Force Administration (WFA) system modules and the Network Services DataBase (NSDB). WFA is actually a single operations support system; however, three software modules of WFA are used by different work groups:

- The WFA — Control module is used by the designated control office [either the Business Repair Center (BRC) for LSRs, the UNE Center for UNEs and UNE-combinations, or the Access Customer Advocacy Center (ACAC) for ASRs] to coordinate the installation, testing, and turn-up of the designed services.
- The WFA — Dispatch Out (DO) module is used by the Work Management Center to dispatch field Special Services Installation & Maintenance (SSI&M) technicians. WFA-DO is also used by these field technicians to obtain a copy of their

work order information and to complete their work when accomplished.

- The WFA — Dispatch In (DI) module is used to dispatch central office ("inside") technicians. It is also used by those central office technicians to obtain their work orders and to report completion of their work.

When the work is reported complete by all dispatched technicians, the final completion is entered for the order into WFA-C by the control office. WFA-C reports the completion back to TIRKS, which updates its database and passes the completion notice back to SOCS. SOCS distributes it, passing a copy either to the Customer Record Information System (CRIS) if the order was for resale services or UNEs or to the Carrier Access Billing System (CABS) if the order was for Local Interconnection services or CABS-billed UNEs — initiating the billing process.

At the same time, SOCS will pass the completion notice to LESOG which will forward it to LEO. For LSRs that were transmitted via EDI, LEO will deliver completion notices via EDI to the ALEC. For LSRs placed through LENS, the LENS interface will display Completion Notices interactively on line. EXACT will not furnish Completion Notices to the ALEC for ASRs.

The BellSouth Control Office (either the BRC, UNE Center, or ACAC depending on the particular resale service or UNE) will coordinate final BellSouth testing and turn-up of designed services with the ALEC. Therefore, for designed services, the ALEC will always know the order has been completed through the normal Control Office coordination and turn-up functions. BellSouth will not customarily furnish formal Completion Notice documentation to the ALEC for LSRs placed manually.

## **Service Assurance (Maintenance) Process:**

### **Non-Designed Services**

This section will describe the service assurance flow depicted on Exhibit 7. The reader should refer to that process flow diagram while reading the following:

#### **Trouble Reporting from ALEC to BellSouth:**

The ALEC community can select from two options to interface with BellSouth in the non-designed trouble reporting and maintenance process:

#### **ALEC Trouble Analysis Facilitation Interface (TAFI):**

BellSouth offers an electronic trouble reporting interface for non-designed resale services and UNEs using a ALEC version of the Trouble Analysis Facilitation Interface (TAFI). This electronic interface will enable the ALEC to access TAFI on a dial-up basis or via a LAN-to-LAN connection and input trouble report information directly into the system. Using this interface, the ALEC will enter trouble reports by inputting information in response to mechanized TAFI questions and input screens in the same way a BellSouth RRC/BRC representative would accomplish the same task. ALEC input will be performed by keyboard and terminal display in an interactive mode, responding to TAFI prompts and screens.

The ALEC version of TAFI has the same interface capabilities with BellSouth corporate databases and test access systems to perform its functions as does the version of TAFI which is used by the BellSouth retail customer operating units. The ALEC version of TAFI has been modified only to provide the additional security and compartmentalization necessary to open-up access to such sensitive functions to users outside BellSouth. Each ALEC must be allowed access to those resale services and non-designed UNEs which they have purchased from BellSouth, but not to services and UNEs which belong to other ALECs. The ALEC must be prevented from accessing information about or performing tests on services provided to BellSouth retail customers. The ALEC version of TAFI incorporates such compartmentalization capabilities.

Any system which is accessible by dial-up or LAN-to-LAN connections must provide robust security features. Unauthorized users must be prevented from gaining access to the sensitive functions provided by this interface. Therefore, the ALEC version of TAFI is being provided with security enhancements which are not necessary on the BellSouth internal systems.

However, to reiterate, the ALEC TAFI interface will otherwise provide identical functionality with the BellSouth internal TAFI support system. To provide the special security and compartmentalization features and to facilitate system administration, separate TAFI processors will be provided for the ALEC TAFI interface.

#### TAFI Function:

When the report is entered into TAFI by the ALEC, TAFI will take a number of actions as appropriate based on the actual report being taken. For example, TAFI will issue a real time request to the Mechanized Loop Test (MLT) system to test residence lines — i.e. services which incorporate a line-side switch port. TAFI will also issue a real time request to internal support systems, such as the MARCH (MARCH® is a product name, not an acronym) system, and the Line Maintenance Operations System (LMOS) to verify what features are and should be currently programmed on a BellSouth line-side switch port. TAFI will check

LMOS to determine whether a known trouble condition might affect the service being reported (e.g. cable cut, facility outage, switch outage, etc.). While such tests and verifications are being performed, TAFI can query the Customer Records Information System (CRIS) to compare customer billing records against the results of those tests and line/port verifications if necessary to resolve discrepancies.

All of the testing and verification functions possible on the non-designed resale service or UNE being reported are performed mechanically, as described above, usually while the reporting party is still on-line. Depending upon the type of service being reported and the type and mix of features involved, TAFI presents appropriate and necessary questions on the terminal screen for the trouble receipt agent to ask the caller. The answers to these questions are important to clarify the precise nature of the problem and then to isolate the most likely cause(s).

Once TAFI has collected the answers to the questions and the results of the automated tests and verifications, TAFI subjects this data to its analyzer logic subsystem. In many cases, TAFI can mechanically correct the problem. For example, if the reported problem is caused by a switch port feature which is missing in the switching system translations, TAFI can issue a transaction to MARCH to input the necessary Recent Change messages and activate the missing feature.

In many cases, TAFI will determine that there is no technical problem — that the problem may be due to customer confusion or perception. This can induce the carrier agent to train the customer on the use of the service or to advise the customer on appropriate actions. Or the problem may likely be related to customer-owned equipment, and the TAFI results may help the carrier agent discuss such possibilities with the reporting customer.

In BellSouth's experience, roughly 85% of reported troubles on currently-provided non-designed services can either be corrected mechanically or handled by the trouble receipt center with the reporting customer without the necessity of dispatching the trouble to downstream organizations. In the remaining instances, TAFI will frequently be able to identify the most likely BellSouth work group which should further analyze, investigate, and resolve the trouble report. TAFI will, in such cases, place the appropriate routing code on a trouble ticket and mechanically deliver that ticket to LMOS.

Where the trouble report must be dispatched for further actions by downstream BellSouth centers or field work groups, TAFI will advise the carrier agent of appropriate commitment information which should be used in making a commitment to the customer.

In the relatively few instances where TAFI cannot determine an appropriate dispatch action, the report will "fall-out" to a specialized work group. If the report is on a ALEC resale service, the report will fallout to the BellSouth RRC or BRC Maintenance Administration work group as appropriate. If the report is on a ALEC UNE-based or UNE-combination service, the report will fallout to the BellSouth UNE Center Electronic Technician work group. Employees in these specialized work groups are experienced and trained in the analysis of more difficult problems. They will take further actions to analyze, investigate, test, etc. — whatever they deem appropriate to resolve the trouble report. They will make appropriate commitments to the ALEC on ALEC-reported troubles.

#### *Manual Interface:*

The ALEC can report troubles on non-designed resale services for residence accounts to the BellSouth Residence Repair Center (RRC) by phone. The ALEC can report troubles on non-designed resale services for business accounts to the BellSouth Business Repair Center (BRC) by phone. The ALEC can report troubles on non-designed UNEs or UNE combinations to the BellSouth UNE Center by phone. In order to ensure getting all pertinent information and questions answered regarding the nature of the trouble being reported, it is important that the appropriate BellSouth representative be able to converse with the ALEC representative who is reporting the trouble. For this reason, reports using facsimile or other non-interactive methods will be strongly discouraged.

ALEC trouble reports will be received and input into the Trouble Analysis Facilitation Interface (TAFI) by the BellSouth trouble receipt center personnel. For those ALECs electing to use a manual interface with BellSouth, this TAFI system will be the same operating system hardware and software that supports the BellSouth retail customer operating units in handling trouble reports from BellSouth retail customers.

Trouble reports will be accepted by BellSouth via phone in the same way reports are taken from BellSouth retail customers. Considering that UNEs can be combined with ALEC elements to offer services unique to a ALEC, and considering that the operation of service elements and features can produce various results as they interact in different combinations, good dialogue and a thorough understanding of the reported condition by the BellSouth trouble receipt center is essential. The questions and information which must be collected from the reporting party will depend on the nature, complexity, and application of the overall service.

BellSouth has published a "Reseller Repair Contact Handling Guide" which details all pertinent information needed to report troubles on resold services. This guide also covers trouble isolation procedures to be used by the ALEC with their end user in order to identify on the "front end", i.e. during the initial customer

---



contact, any customer premise equipment (CPE) or customer education problems.

Complex Services:

Trouble reports for *complex* resale services or *complex* UNEs will require extra handling outside the trouble report pipeline. Complex trouble reports are those which:

- involve the Public Packet Switch Network (i.e. PulseLink®)
- involve broadband offerings (e.g. Asynchronous Transfer Mode data networking)
- involve corrective actions in Advance Intelligent Network (AIN) nodes related to networked services and features (e.g. BellSouth Flexible Call Forwarding®)

If the trouble report is for complex non-designed resale services, the report will be taken by the BellSouth BRC via manual telephone interface. If the trouble report is for complex non-designed UNEs or UNE combinations, the report will be taken by the BellSouth UNE Center in the ACAC. These receipt centers will "hand off" these reports as appropriate to specialized centers which have been established for these particular network architectures. This is the same flow that a BellSouth trouble report would follow when complex functions are involved. The specialized work groups will work with the BRC or UNE Center and ALEC to resolve the problem; however, the BRC or UNE Center will serve as a single point-of-contact and escalation to the ALEC on any complex trouble reports.

Testing Flow:

As mentioned in previous paragraphs, TAFI will access the Mechanized Loop Testing (MLT) system for testing non-designed resale and UNE services. MLT is the only actual test system available to TAFI for such services. MLT accesses a line-side switch port through the switching system and runs tests on the associated loop facility. Since MLT test capability is only available via a switching system line port, MLT can be used only on resale services and UNE service configurations which include a switch line-side port. TAFI has a direct electronic interface with MLT and can initiate MLT tests. The results of such tests are returned by MLT to TAFI over the same interface.

If the trouble report "falls-out" from TAFI for further manual analysis by the RRC, BRC, or UNE Center, those centers may decide to retest using MLT or to manually verify certain switching system feature information. In such cases the center personnel will access MLT or a switch recent change I/O (input/output) port via the Predictor system. Predictor has three primary functions. One of these purposes is to provide the BRC and RRC with this manual access to MLT

and central office switching systems I/O ports for testing and verification purposes. Using the switch I/O port, the RRC or BRC personnel can diagnose a switch port (i.e. office equipment "OE") or verify the features and attributes assigned to the switch port in the actual switching system translations.

Secondly, the BRC uses Predictor to obtain information needed regarding loops assigned to ISDN (Integrated Service Digital Network) service. Loops must be capable of supporting ISDN, and the capabilities of the loop can be verified in the Predictor® database by BRC personnel when necessary.

*Report Routing and Distribution Within BellSouth:*

When TAFI determines that a trouble report must be dispatched to a downstream center or field work group, TAFI will place a routing code on the trouble ticket which is passed to the Line Maintenance Operating System (LMOS). Each downstream work group which handles trouble reports has a unique routing code(s). The following are examples of routing codes. These are used to direct customer trouble reports to specific NISC and CO work groups:

- DPI-450 Central Office (CO)
- DPI-451 Recent Change Memory Administration Group (RCMAG)
- DPI-452 Complex Translations Group (CTG)
- DPI-453 Trunk & Carrier Group (TCG)

If the trouble report is to be dispatched out to the appropriate Installation & Maintenance (I&M) work group, TAFI will designate the ticket for DPO. During the dispatch process, an I&M employee's personal code will be added in LMOS to route the ticket to a particular employee through the employee dispatching process.

For the CO field work groups, LMOS will pass DPI-450 routed tickets to the Work Force Administration — Dispatch In (WFA-DI) system module via an electronic interface. WFA-DI will load the ticket to the next available central office technician.

For the center functions (e.g. DPI-451-453 above), LMOS will route the ticket to a work list for that work group. Employees will be presented tickets from that work list in priority order. Tickets are generally prioritized based on:

- Class of Service: Trouble reports from business customers receive higher priority than reports from residence customers.
- Commitment: Open trouble reports rise in priority the closer they approach the commitment time. Should the commitment

time be passed and the report remains open, the report stays at the highest priority level.

No distinction is made in priority between tickets related to ALEC customers versus tickets related to BellSouth retail customers.

Thus, LMOS serves to route non-designed trouble reports to the appropriate downstream work group and is used in the employee dispatching process.

*Trouble Report Closure:*

Front-end closures of reports received via the manual process will be handled by the RRC/BRC/UNE Center representative with the ALEC representative. In other words, when the trouble can be fixed automatically by TAFI as discussed earlier, when the problem is corrected by RRC/BRC personnel using tools available to them, or when the report is determined by the RRC/BRC/UNE Center personnel to be outside BellSouth facilities (e.g. in the ALEC facilities, Customer Premise Equipment, or customer wiring — or is attributable to customer confusion, etc.), the RRC/BRC/UNE Center representative will close the ticket with the ALEC agent over the telephone.

When a ALEC uses the electronic TAFI interface, TAFI front-end closures will be available to the ALEC "on screen". "Fall-out" to the RRC/BRC/UNE Center will be closed with the ALEC by personnel in those centers. Should the ALEC be dissatisfied with the TAFI recommendation/closure, the ALEC may elect to refer a trouble to the BellSouth RRC/BRC/UNE Center by phone. Closures for such troubles will be handled by BellSouth identically to closures for all reports received via the manual interface.

Whenever the trouble report is dispatched to a downstream BellSouth organization, the "last" technician — in whatever work group ultimately resolves the problem — is responsible for contacting the party designated on the report and closing the report to that party. In the case of ALEC-initiated trouble reports, that contact number will be the one provided by the ALEC for such purposes. As is the policy for trouble reports from BellSouth retail customers, the downstream field or center technician will make one contact attempt to close the report. If the technician cannot get an answer, or is delayed for lengthy periods in queue, the report will be closed in the appropriate system (LMOS or WFA), and the technician will go on to his/her next dispatched task. In such instances, the ALEC must contact the RRC, BRC, or UNE Center as appropriate to determine the status of the report. Or, if the ALEC has elected to use the electronic TAFI interface, the ALEC can determine the status via his TAFI interface.

When the report is closed in WFA by the CO, the Work Management Center will periodically receive a report showing all closures which have been entered by



the CO. The WMC will manually close the ticket in LMOS and enter all appropriate closure information using the information provided by the CO forces in WFA-DI.

The RRC and BRC will use LMOS status information when responding to ALEC queries and escalations.

### **Designed Services**

This section will describe the trouble report flow for local trouble reports on designed resale services and UNEs as depicted on Exhibits 8. The reader should refer to that process flow diagram while reading the following:

#### **Trouble Reporting from ALEC to BellSouth:**

The ALEC community can select from two options to interface with BellSouth in the designed trouble reporting and maintenance process:

#### **ALEC Electronic Interface with WFA:**

BellSouth has implemented the capability to pass a ticket electronically into the Work Force Administration — Control system module through the Exchange Carrier — Common Presentation Manager (EC-CPM) for those ALECs who elect to implement this alternative. This is basically the same capability that BellSouth has offered to the InterLATA Carriers (ICs) for some time. The electronic interface will allow the ALEC to input trouble report information for designed services using input forms presented to the user by EC-CPM. After successful entry of the trouble report, EC-CPM will pass the report record into WFA-C using a file/records format and file transfer protocol.

The interface specifications are available to any ALEC who wishes to develop and use the WFA-C electronic interface capability, just as has been true for ICs for quite some time.

Once the ticket is in WFA-C, it would be handled just as if the trouble had been input by a BRC or ACAC employee.

#### **Manual Interface:**

The ALEC can report troubles on designed resale services to the BellSouth Business Repair Center (BRC) by phone. The ALEC will report troubles on designed UNEs or UNE combinations to the BellSouth UNE Center (UNEC), which is a part of the BellSouth Access Customer Advocacy Center (ACAC), by phone. The ALEC will report designed Local Interconnection troubles (local

trunked access to BellSouth switches) to the BellSouth Access Customer Advocacy Center (ACAC).

In order to ensure getting all pertinent information and questions answered regarding the nature of the trouble being reported, it is important that the BRC/ UNEC/ACAC representative be able to talk with the ALEC representative who is reporting the trouble. For this reason, reports using facsimile or other non-interactive methods will be strongly discouraged.

ALEC trouble reports will be received and input into the Work Force Administration — Control (WFA-C) system by the BRC, UNEC, or ACAC personnel. This WFA-C system will be the same operating system hardware and software that supports the BellSouth customer operating units in handling trouble reports from BellSouth retail customers and InterLATA Carrier customers.

Trouble reports will be accepted by BellSouth via phone in the same way reports are taken from BellSouth retail customers and ICs. Considering that UNEs can be combined with ALEC elements to offer services unique to a ALEC, and considering that the operation of service elements and features can produce various results as they interact in different combinations, good dialogue and a thorough understanding by the BellSouth trouble receipt representative of the nature of the trouble is essential. The questions and information which must be collected from the reporting party will depend on the type, nature, complexity, and application of the overall service.

*Future EC-TAG Electronic Interface with WFA:*

BellSouth is also willing, upon bona fide request from any ALEC, to develop and implement an electronic interface for designed services and UNE trouble reports via the Electronic Communications Trouble Administration Gateway (EC-TAG). This is an application-to-application gateway which has been developed for InterLATA carriers using ANSI T1M1.227 and 228 standards as sanctioned by the Electronic Communications Implementation Committee (ECIC). EC-TAG development would be required tailored to the security and local services requirements of ALEC customers as distinct from the functionality which has been developed for the ICs.

This potential future electronic interface capability would require considerable time to develop, test, and implement. No such work has been initiated at this time by BellSouth. If undertaken for any ALECs in the future, once a trouble ticket is passed to WFA-C via either type electronic interface (EC-TAG or EC-CPM), it would be handled just as if the trouble had been input by a BRC or ACAC employee.

### Testing Flow:

The primary test interface system for designed services is the Integrated Test System (ITS). ITS interfaces with a large number of test access devices and specialized test systems to perform testing and automated sectionalization on designed circuits. A few examples of test access devices with which ITS interfaces and uses are:

- Switched Access Remote Test System/Switched Maintenance Access System (SARTS/SMAS)
- Digital Cross-Connect Systems (e.g. Lucent Digital Access Cross-Connect Systems, Alcatel Digital Electronic Cross-Connect Systems, etc.)
- Wiltron 9620s

ITS accesses designed circuits at available test points and automatically runs a series of tests to identify and sectionalize any trouble conditions. ITS uses a variety of test access points, devices, and systems depending upon the type of circuit, the test access available on the circuit, and the type of condition(s) which apply to the circuit and trouble report. ITS conducts demand-type intrusive tests. ITS determines the circuit design and available test access from the data recorded in the Work Order Record Document (WORD) which was issued from the Trunks Integrated Record Keeping System (TIRKS) during the provisioning process. The WORD image is obtained from the Network Services DataBase (NSDB).

Test results are reported to the control office, BRC, UNEC, or ACAC by ITS. At the same time, if trouble is identified and sectionalized, ITS will automatically prepare dispatch tickets to be passed to WFA-DI (Dispatch In) or WFA-DO (Dispatch Out) for field dispatch. The control office tester can review the ITS results and release the ITS-generated tickets for dispatch, or the tester can take other action(s) in accordance with his/her analysis and experience. If ITS cannot access one or more test access points or devices on the circuit, ITS will report that fact along with other test results to the control office tester.

If the tester requires additional testing for any reason, he/she will manually initiate tests using the appropriate remote test access capabilities available on the circuit. Or, the tester can issue one or more test-assist tickets through WFA-C into WFA-DI or WFA-DO as appropriate for dispatch to the next available technician.

Using ITS test results and any field test-assist results as discussed above, the BRC, UNEC, or ACAC testing technician will determine and coordinate all corrective actions. If a circuit redesign or other assignment functions are necessary, the control office tester will contact the appropriate center or field

work group. The tester may establish a conference bridge to facilitate cooperative actions among multiple field and center personnel. The tester coordinates all actions until the problem is resolved, at which time the tester closes the trouble report with the ALEC. When the ALEC agrees to close the ticket, the tester closes the report in WFA-C.

*Trouble Ticket Flow Within BellSouth:*

All trouble reports and associated tickets for designed services are generated in WFA-C. WFA-C is used by the control office to coordinate and record all activities and findings associated with the trouble report. For this purpose, WFA-C provides a log function which automatically records many of the automated actions and allows the control office testing technician to enter a log of other activities, findings, and important pertinent information. Tickets generated in WFA-C flow to WFA-DI and WFA-DO modules of the Work Force Administration System, where they are dispatched to the next available technician under oversight of the Work Management Center (WMC).

Field technicians report information concerning their activities and findings into WFA-DI and WFA-DO. Field activities will update the WFA-C log. When field activities on a dispatched ticket are completed, the technicians close their WFA-DO or WFA-DI tickets, and the completed tickets are passed back to WFA-C where the control log is updated by the system.

The control office — BRC on designed resale services, UNE Center on UNEs, and the ACAC on Local Interconnection — will use WFA-C records and status information in all interactions with the ALEC. If the ALEC has elected to implement the EC-CPM electronic interface to WFA-C, then interim status information and completion information is available the ALEC on-screen. EC-CPM provides a three-line text field which the ACAC, UNEC, or BRC will update with current interim status information. Otherwise, all status and completion information is provided to the ALEC designated contact by phone from the control office tester.

*Trouble Report Closure:*

On designed services, the Control Office — which is the trouble receipt center for the ALECs, either the BRC, UNE Center, or ACAC — coordinates all testing and closure functions with the customer. Therefore, the Control Office will close each report to the designated ALEC contact.

## **Billing:**

To conduct business with BellSouth, a ALEC must first establish a Master Account with BellSouth. The ALEC will work with the Local Carrier Service Center (LCSC) and the BellSouth InterConnection Services (ICS) Account Team to do so. The ALEC may choose to negotiate a contract with BellSouth, or the ALEC may elect to do business under the rules and rates stipulated by the state Public Service Commission.

Once the ALEC has furnished the necessary documentation and information to BellSouth, the LCSC will issue service orders to establish a Master "Q" Account in each BellSouth Revenue Accounting office for each state in which the ALEC will operate. The "Q" is simply a designator in the BellSouth billing systems account identification which designates the account as a ALEC account for ongoing billing functions. After the Master Account is so established, BellSouth can begin taking orders for local interconnection and any end user services which the ALEC may order.

This section will describe the ongoing billing process flow depicted on Exhibits 9 and 10. The billing process actually consists of three separate flows:

- i. Account Updating
- ii. Usage, Call, & Event Recording
- iii. Bill Rendering

These three billing processes are described individually. All three processes must occur to provide accurate and timely billing information to the Competitive Local Exchange Carrier (ALEC).

### **Account Updating:**

As the ALEC makes sales to his end-user customers, the ALEC, in turn, places requests for resale services, unbundled network elements (UNEs), and/or Local Interconnection services on BellSouth. These local service requests (LSRs) and access

service requests (ASRs) will be received by BellSouth and converted into BellSouth service orders as covered in Section III of this document. When BellSouth provisioning activities are finished, a completed copy of the BellSouth service order (usually called the Completion Notice) flows from the Service Order Control System into the billing systems. Service Order completion initiates recurring charges (as applicable) for the new service provided in response to an LSR or ASR as well as any one-time, non-recurring charges related to the installation.

The BellSouth Carrier Access Billing System (CABS) is designed to accumulate billable access usage and to perform accounting functions associated with services which are billed based on bulked billable usage. The BellSouth Customer Records Information System (CRIS), on the other hand, is designed to accumulate call record details and details on billable events (e.g. activation of a vertical service feature which is billed on a "per-use" basis) which are to be accrued individually against a specific end user service.

CRIS and CABS are complex mainframe billing systems, each having multiple software applications which perform specific functions. This is directly analogous to the example of the Work Force Administration (WFA) system and the Trunks Integrated Record Keeping System (TIRKS) system which were covered in previous sections. Just as WFA has three major modules (C, DI, and DO), so also CRIS and CABS each have a number of major system applications including, for instance:

- **Account Management:** These applications establish and maintain account information for BellSouth customers.
- **Message Processing:** These applications receive Automatic Message Accounting (AMA) records, apply rating rules to derive related charges, and accumulate those charges & detailed billing data pending issuance of a billing invoice.
- **Bill Rendering:** These applications format the billing invoice in accordance with national standards and BellSouth formatting options selected by the customer.

Wherever a specific application or function of CRIS or CABS may be mentioned in this document or other BellSouth materials, the reader should understand that these are fully integrated software elements of a single, whole system.

Two other associated systems must be addressed at this point. The Business Office CRIS (BOCRIS) system is a front-end presentation manager which allows BellSouth operating unit employees to gain access to the official CRIS billing records as necessary during troubleshooting, problem-resolution efforts, or marketing efforts. Such efforts may be required during resolution of provisioning system fall-out RMAs (Requests for Manual Assistance) as covered in previous sections of this document. Or they may be used to access the official billing records to compare actual circuit configurations, wiring, options, and features during investigation of trouble reports. Update/change capabilities are restricted to specific authorized work groups and internal BellSouth users.

With the Customer Record Information capability of the Local Exchange Negotiation System (LENS), the ALEC can perform the same functions. The

ALEC is able to review his own end-user customer record information in CRIS to confirm whether features, etc. are properly reflected on BellSouth billing records.

Likewise, the Business Office CABS (BOCABS) system is a front-end presentation manager to the CABS billing records.

The Local Carrier Service Center (LCSC) has full access to the CRIS and CABS account and billing records via BOCRIS and BOCABS. The LCSC will use these systems to modify a ALEC's master account in response to subsequent contract renegotiations or changes requested by the ALEC. Also, the LCSC will use BOCRIS and BOCABS access to handle ALEC billing inquiries and related adjustments as discussed later in this section.

In summary, as a ALEC places LSRs and ASRs on BellSouth for specific services and UNEs, the related service orders will be provisioned as discussed in Section III of this document. The Completion Notice for a service order will be passed to CRIS or CABS as appropriate by SOCS, which will update the ALEC account with the new or changed service(s). This initiates recurring (non-usage) charges for the new service(s) and accrues any non-recurring charges to the account applicable to the installation activity. If, thereafter, the ALEC refers a billing complaint or inquiry to the LCSC, the LCSC will manually review, adjust, or correct account database information in CRIS via the BOCRIS system and in CABS via the BOCABS system.

#### **Usage, Call, & Event Recording:**

Once a service has been provisioned and updated to the ALEC's account, the next billing process is the ongoing recording and processing of usage, call details, and/or billable events. Such data is recorded in the form of Automatic Message Accounting (AMA) messages by network elements which are involved in providing the service. In the case of Local Interconnection trunk groups, for example, usage is collected through the AMA messages recorded for each call attempt handled by the trunk group. In the case of switched line port services, AMA messages are typically recorded to capture details about call attempts or certain feature uses/activations. Such call records can be used either to generate measured-service billing or call-detail billing for billable (e.g. "toll") calls. In the case of Advanced Intelligent Network (AIN) services, database queries to the Service Control Point (SCP) might, for instance, be recorded with AMA messages at the Service Switching Point (SSP).

Each type of network element uses its own unique software and hardware elements to record, store, and forward AMA messages. There are many types of network elements in use across BellSouth. The processes and architectural details associated with programming network element AMA recording is extremely complex and beyond the scope of this document. For completeness,

however, a high-level, generic description of the network element AMA teleprocessing process will be given here.

Typically, the instructions for generating AMA messages are programmed into the network element database via system software options or translations. Certain software programming options may be instituted during the work to implement feature or service capabilities in the network — in advance of any sales and service provisioning activities. Other such programming options may be instituted in connection with the service provisioning activities associated with a particular service request.

BellSouth uses AMA teleprocessing capabilities to collect AMA messages from the various network elements into the billing systems. In general, a network element will record AMA messages in real time and store that data using a short term temporary storage media. This is typically a hard disk storage device within an AMA teleprocessing module of the network element. The AMA messages are polled by AMA collector systems located in BellSouth Corporate Data Centers called Electronic Toll Collections Systems (ETCS). The ETCS collector will access its assigned remote network elements one of two ways:

- In some instances, the collector has a dedicated data link to the remote network element. Only the largest, highest-volume network elements warrant this type of data linkage.
- In most instances, the collector will access the remote network element via a dial-up data link using secure automated call-back modems.

When the collector polls a network element, the network element transmits the stored AMA messages using file transfer protocols. Once a file of AMA messages covering a time period has been transferred to ETCS, that file is marked as "polled" in the network element storage. The file is retained there a short time longer as backup in case a second poll is required due to problems in downstream billing systems.

The ETCS collector checks the AMA messages collected during the polling session for integrity. ETCS also performs date and time checks against the data collected from the network element from the previous polling session to ensure continuity. If gaps or discrepancies are detected, the system requests manual intervention to take appropriate actions. If no problems are detected, the newly received AMA data is accepted. ETCS passes AMA data collected from all network elements to the ALPHA Message Processor system (ALPHA). ETCS will then archive the AMA data to magnetic tape which is stored for specified retention periods in the Corporate Data Center.



ALPHA will perform additional, more detailed validity checks on the AMA data received from ETCS. ALPHA will then "sort" the AMA messages by type and route them appropriately for downstream processing. If the AMA messages are types which contain call details or billable events associated with CRIS billing, ALPHA routes such AMA messages to the CRIS—Message Processing (CRIS-MP) application. If the AMA messages are types which contain access data used to accumulate CABS billable usage, ALPHA passes such AMA messages to the CABS—Message Processing (CABS-MP) application.

CRIS-MP will then apply rating rules and charges in order to calculate the total charges for each call or billable event. In a traditional billable "toll" call, for example, the rating process would consider the distance (determined by longitude and latitude coordinates of the originator's NPA-NXX and the coordinates of the called party's NPA-NXX). The rating process would also consider the time-of-day and day-of-the-week when the call was made. Other factors might also apply, such as whether the customer has subscribed to a special calling plan. As CRIS-MP rates each call or billable event, it accrues those charge details against the associated CRIS account. In the case of ALECs, charges will be calculated and accrued in accordance with any contractual requirements negotiated between that ALEC and BellSouth and in accordance with regulatory requirements.

Likewise, CABS will accrue billable usage against CABS accounts by processing Local Interconnection trunk usage AMA messages. In certain instances CABS will reference Customer Guide information which is contained in CRIS via a link between the two systems, primarily:

- If the ALEC negotiates different Local Interconnection usage rates for different sets/classes of end users or for specific call types, CABS can obtain information from CRIS about the originating or terminating telephone number contained in AMA messages.
- Interim Local Number Portability (ILNP) usage is billed via CABS. CABS identifies those AMA messages based on analysis of the telephone number, and uses information from the CRIS Customer Guide to do so.

Otherwise, CABS functions independently from CRIS. In the case of ALECs, CABS charges will be calculated and accrued in accordance with any contractual requirements negotiated between that ALEC and BellSouth and in accordance with regulatory requirements.

CRIS and CABS will each store accrued charges and billing data until time to render customer billing via whichever invoicing option(s) the ALEC has selected.

In summary, AMA messages are recorded in real time by network elements and collected by ETCS in the Corporate Data Center via polling/teleprocessing arrangements. ETCS and ALPHA check to ensure that messages are correctly recorded and formatted, that no gaps or duplications exist in the collected data, and then pass the messages to the appropriate billing system — either CRIS or CABS. The billing systems read the AMA messages, apply appropriate rating, and accrue billing data and charges to the associated account. The billing systems store the accumulated billing data until time to render a bill.

### **Bill Rendering:**

BellSouth offers a number of options and alternatives among which each ALEC can select to receive billing invoices and billable usage data. Those options themselves are described in Section V.D. The following is a description of the overall process flow, primarily from a systems perspective.

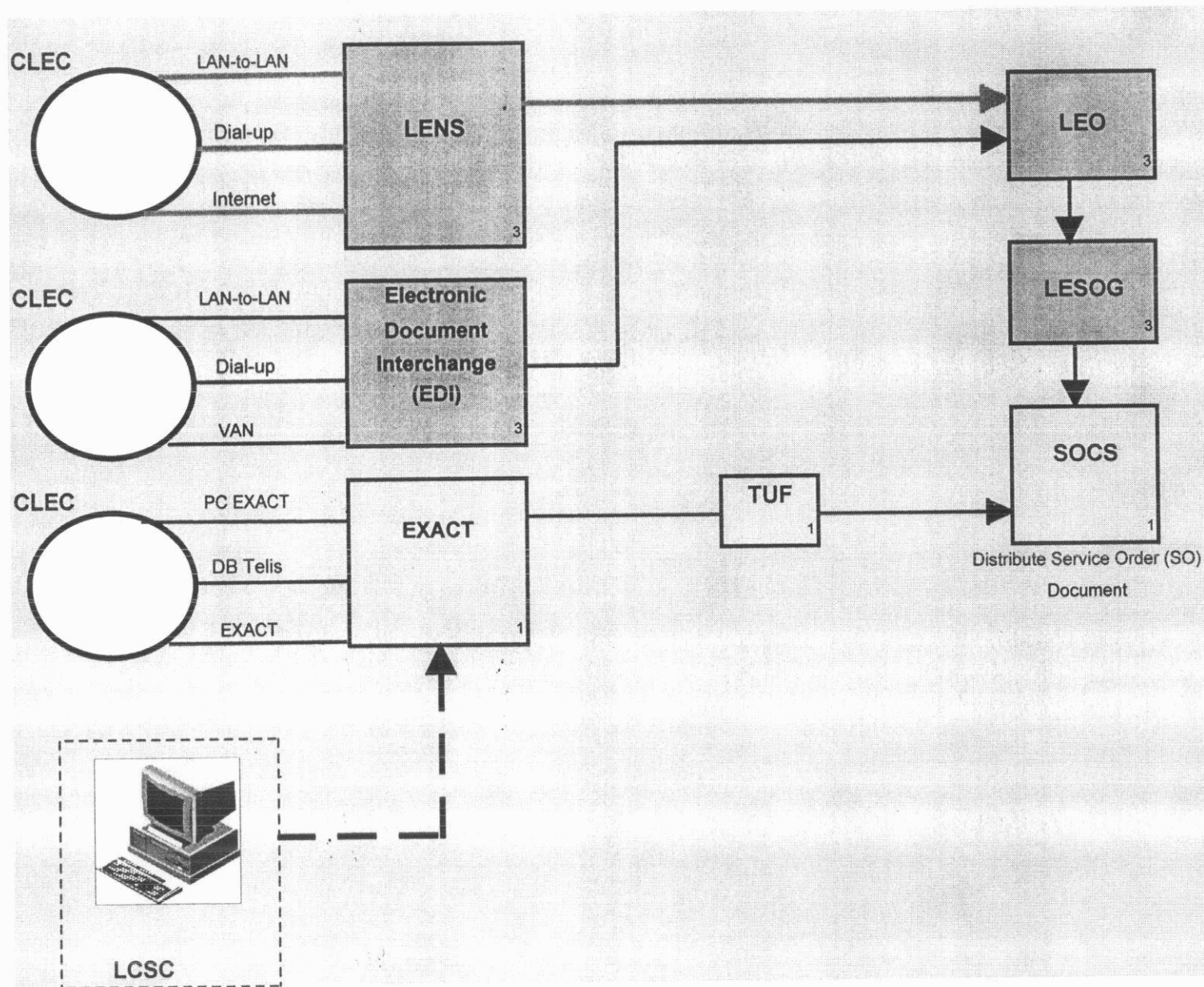
Generally speaking, bills are rendered in accordance with billing cycles. CRIS processes 20 billing cycles each month, and CABS processes 10 billing cycles each month. Customers are spread across all billing cycles in order to “level load” the billing systems as much as possible. This technique uses systems capacity in the most efficient manner, conserving capital and expense costs. However, a customer can request that his bills be rendered on a specified billing cycle, and BellSouth will make every attempt to accommodate the customer's needs.

On the scheduled billing cycle, CRIS and CABS process the billing invoice(s) for each customer on that cycle. The billing data and charges which have been accruing during the billing cycle for each account in the Accounts module is passed to the Bill Presentation module. This includes any recurring and non-recurring charges having to do with the services under each account. In this way, the Billing Presentation module of CRIS and CABS collect all of the pending charges, both recurring and accrued, as well as the appropriate customer account and formatting information.

If the ALEC has questions or complaints about their billing, the ALEC will contact the LCSC. All ALEC billing inquiries, complaints, and escalations will be handled through the LCSC. The LCSC personnel can access the ALEC's accounts via the BOCRIS and BOCABS systems interfaces to review and provide information in response to questions, to make changes and adjustments in billable charges on a bill as negotiated with the ALEC, or make corrections to the account database.

# MECHANIZED ORDERING FLOW - ORGANIZATIONS / CENTERS -

Exhibit 1



1 Joint use (BOC and CLEC) system

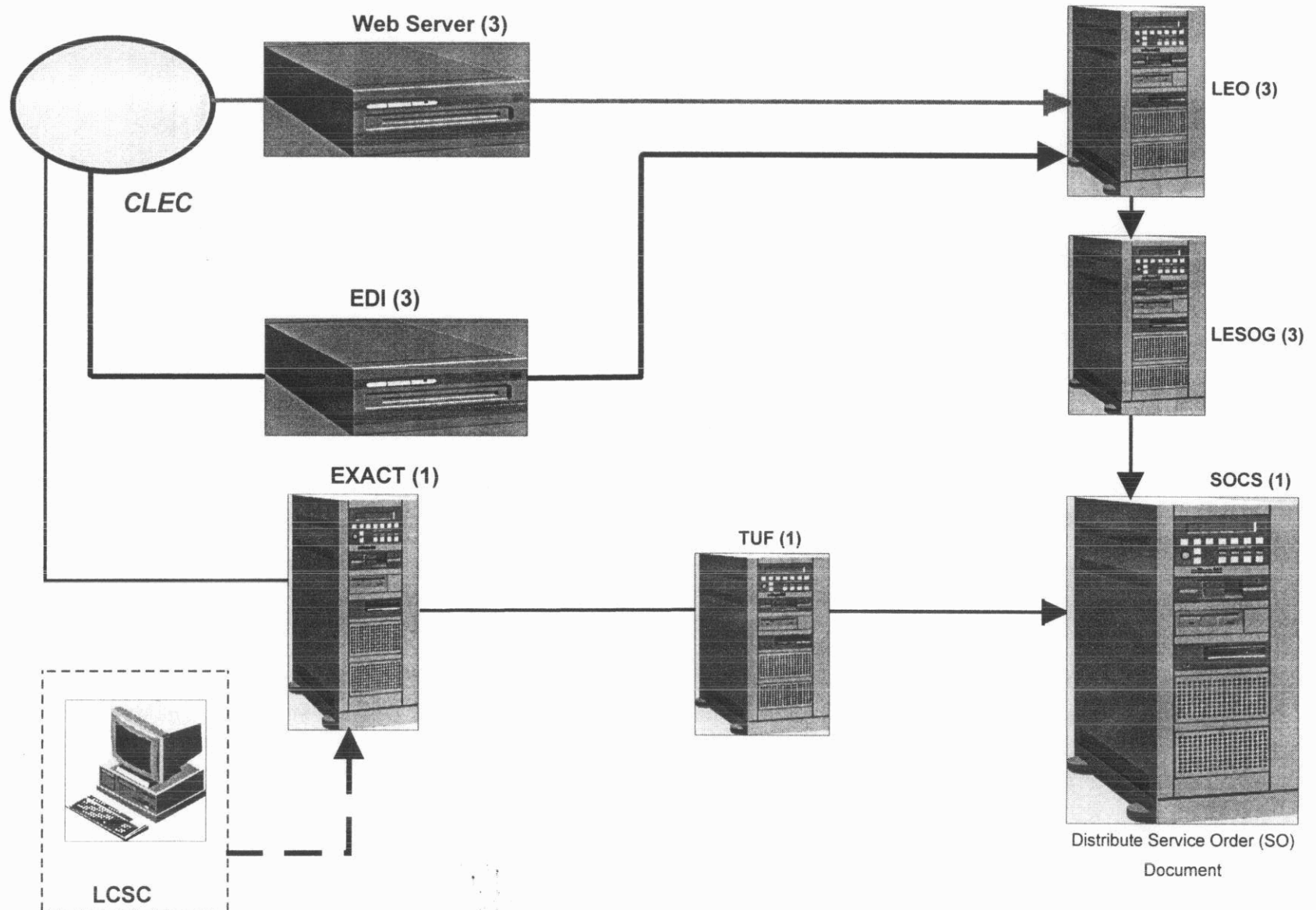
2 BOC-only system at present time - System being modified for joint BOC and CLEC use

3 CLEC-only system

4 BOC-only system

# ORDERING FLOW - MECHANIZED PROCESS -

Exhibit 2



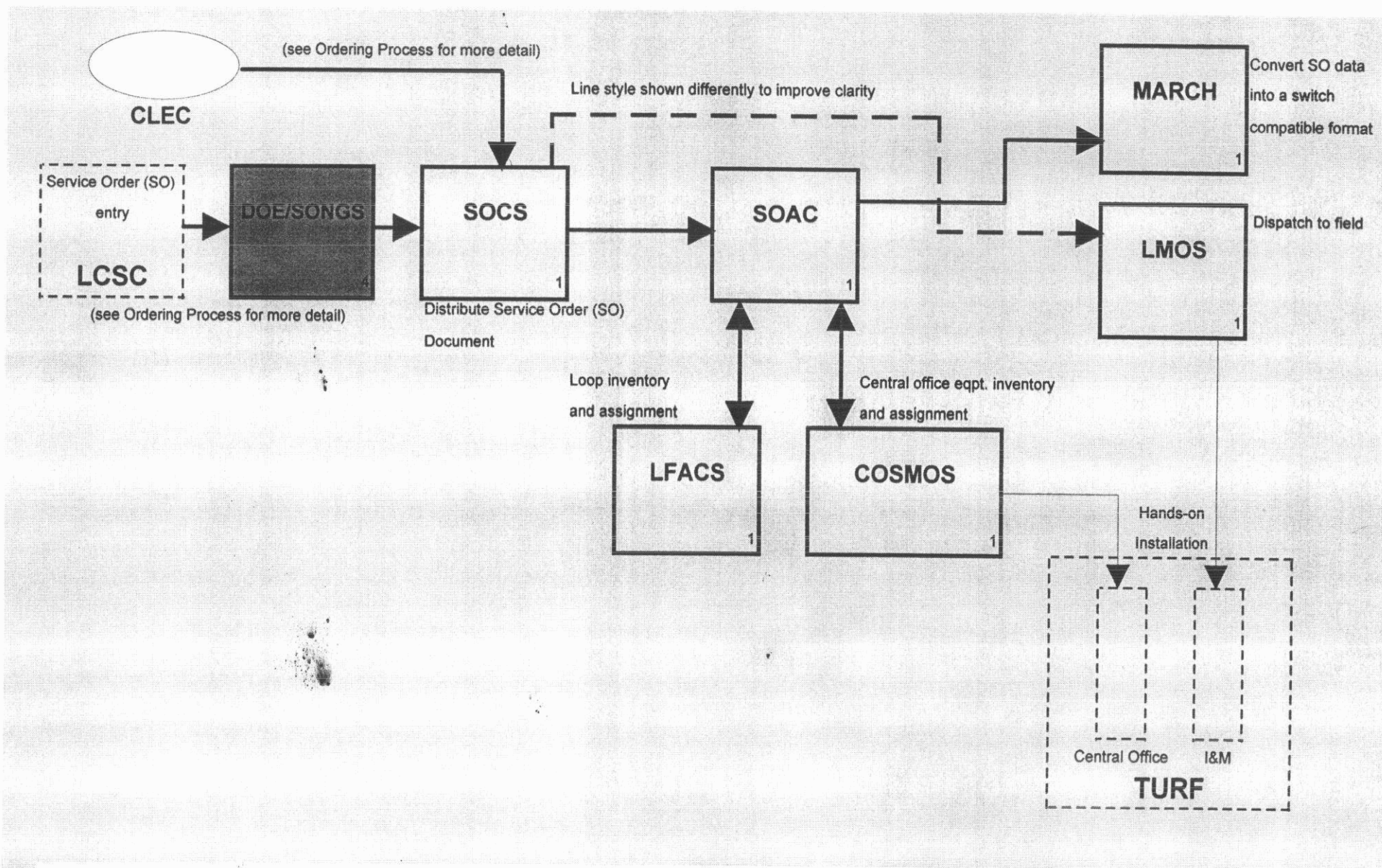
- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system



# MECHANIZED NON-DESIGN PROVISIONING FLOW

## - ORGANIZATIONS / CENTERS -

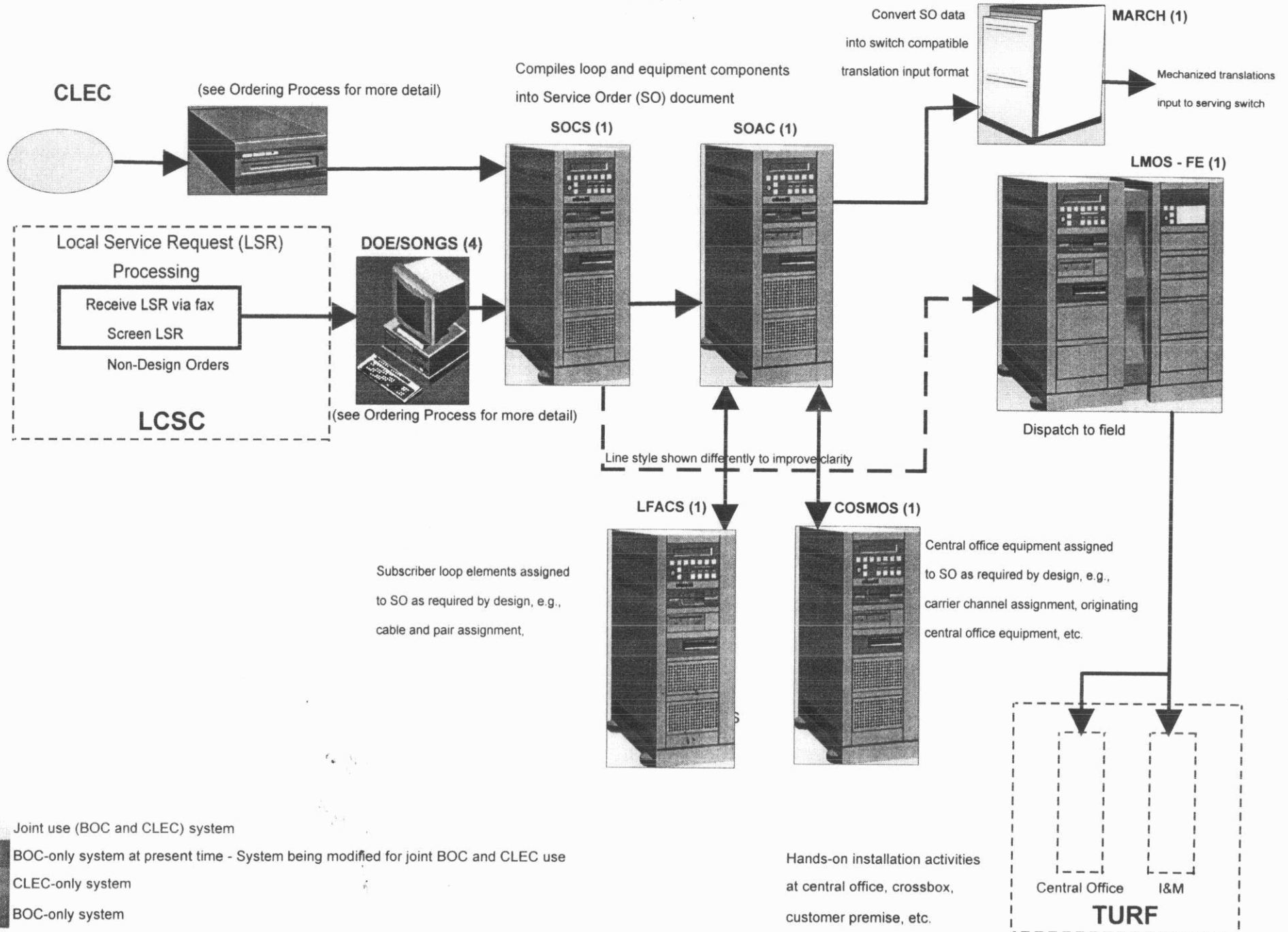
### Exhibit 3



- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

# NON-DESIGN PROVISIONING FLOW - MECHANIZED PROCESS -

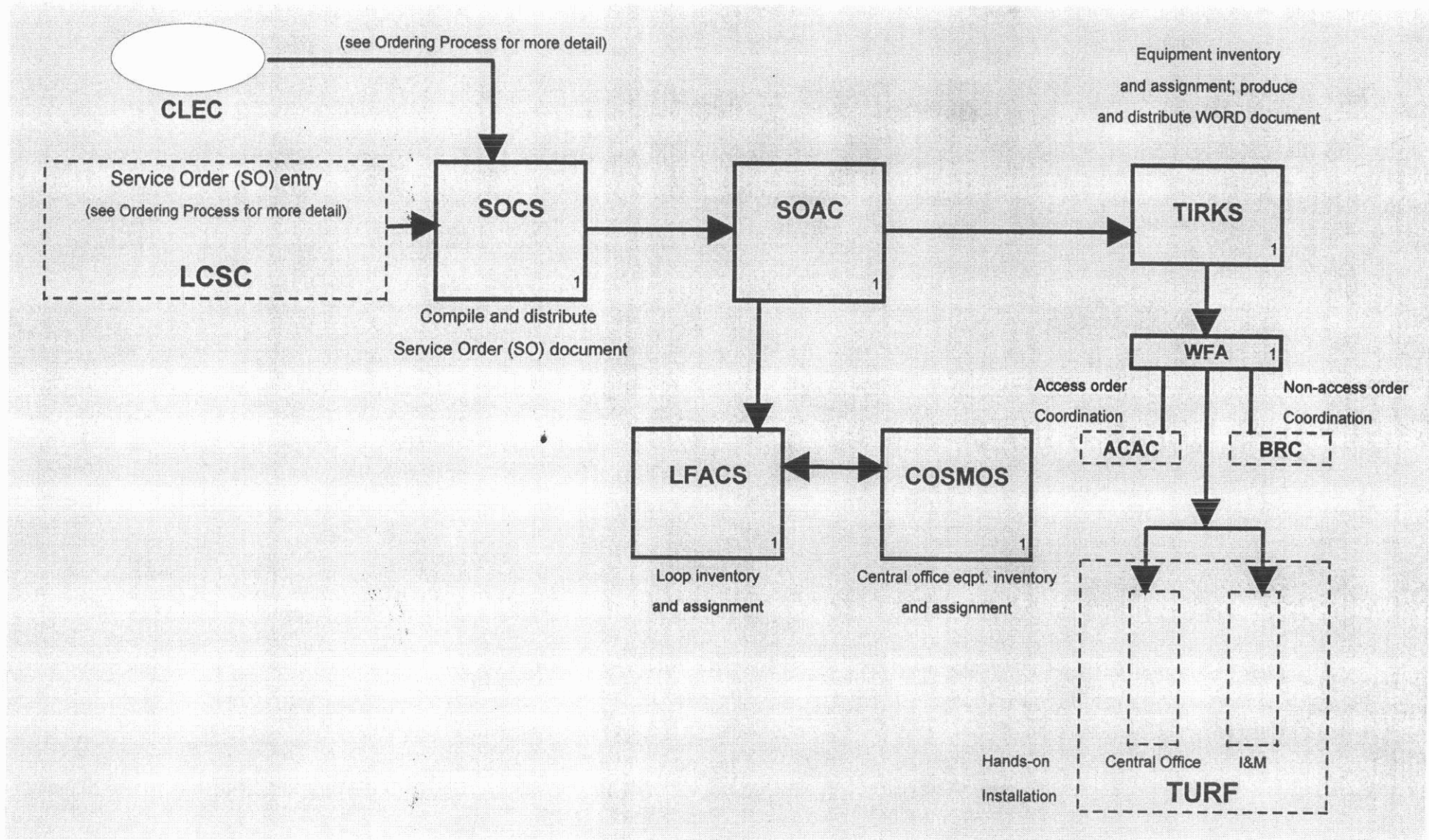
Exhibit 4



- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

# MECHANIZED DESIGN PROVISIONING FLOW - ORGANIZATIONS / CENTERS -

Exhibit 5

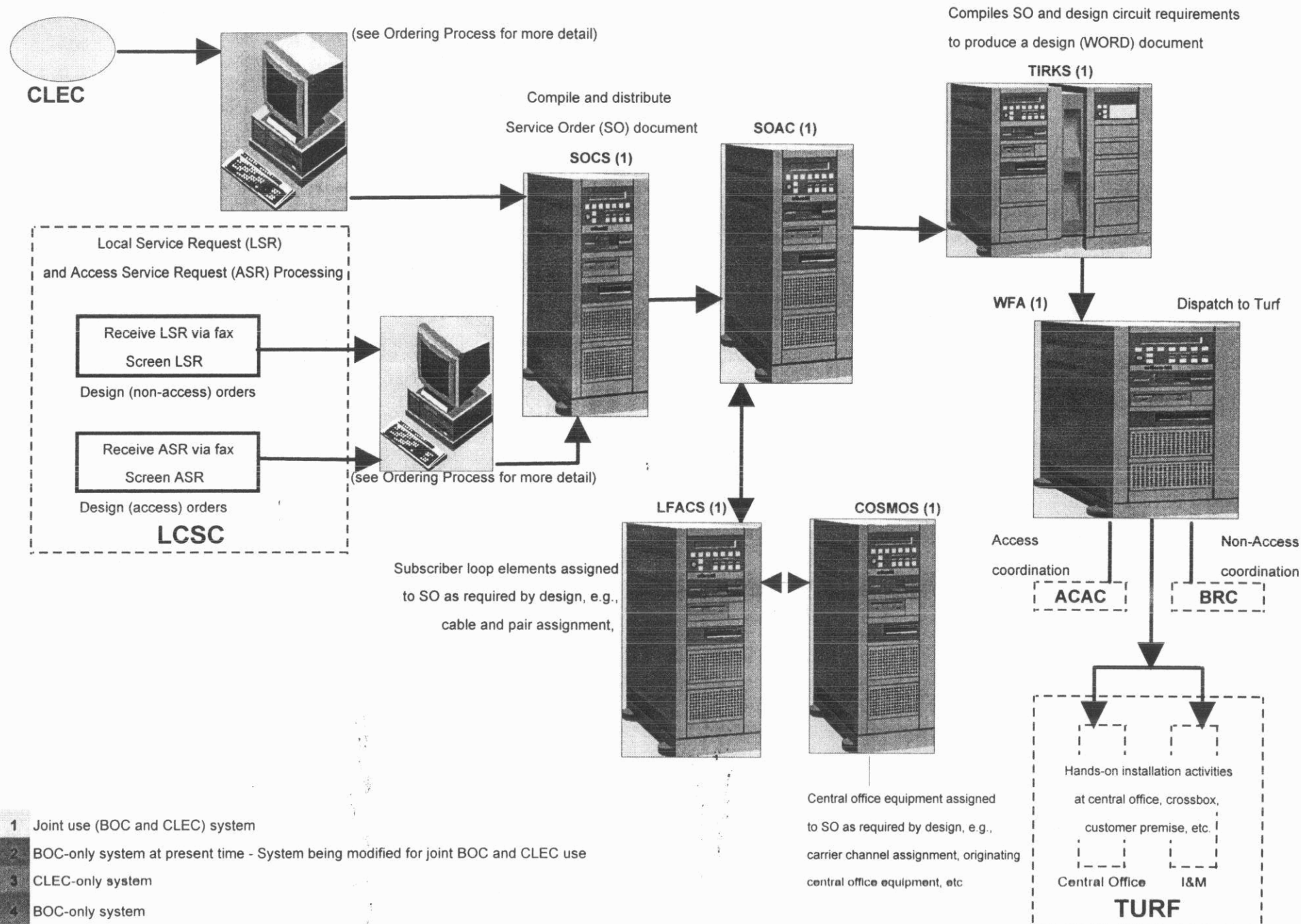


- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system



# DESIGN PROVISIONING FLOW - MECHANIZED PROCESS -

## Exhibit 6

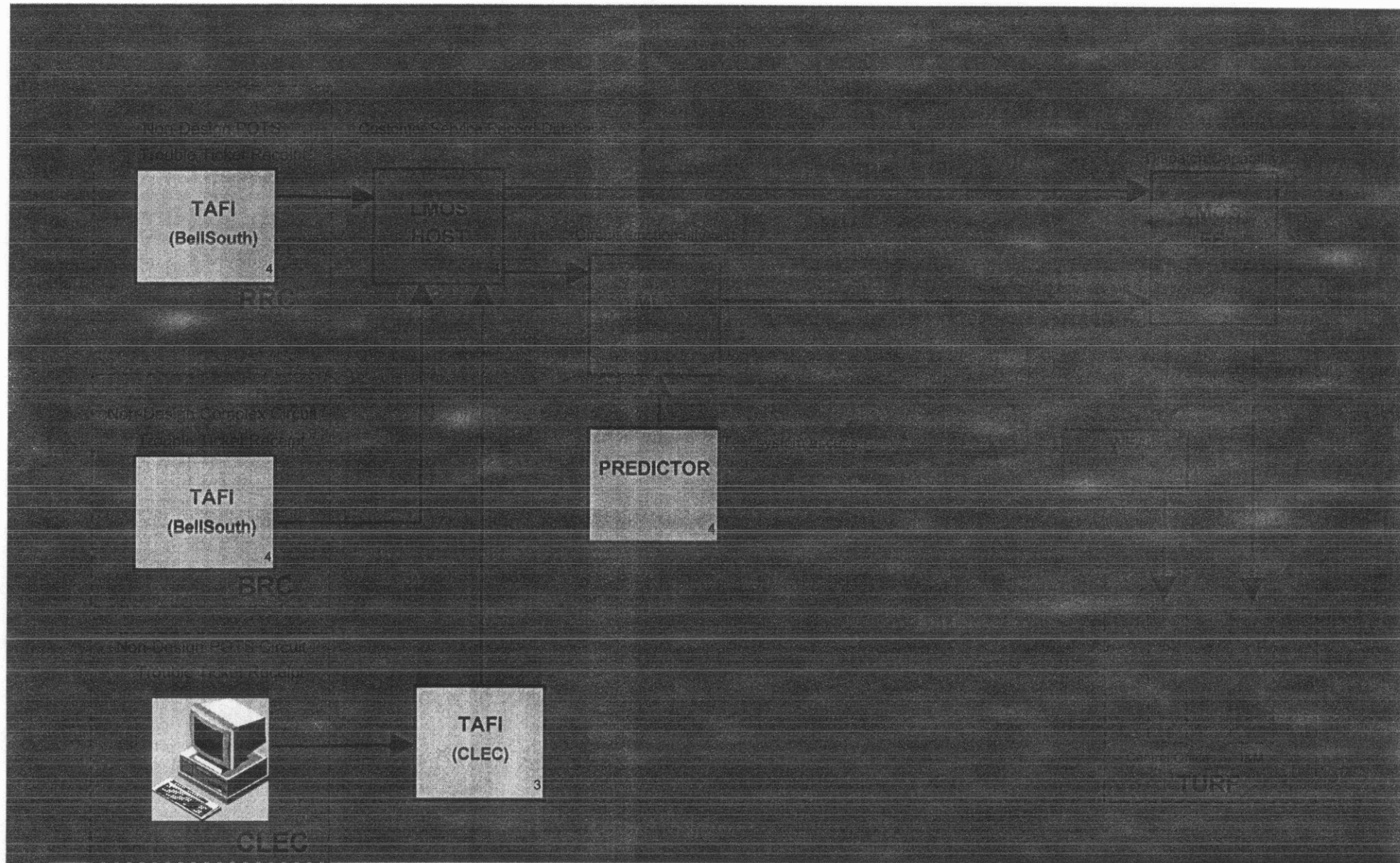


- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system



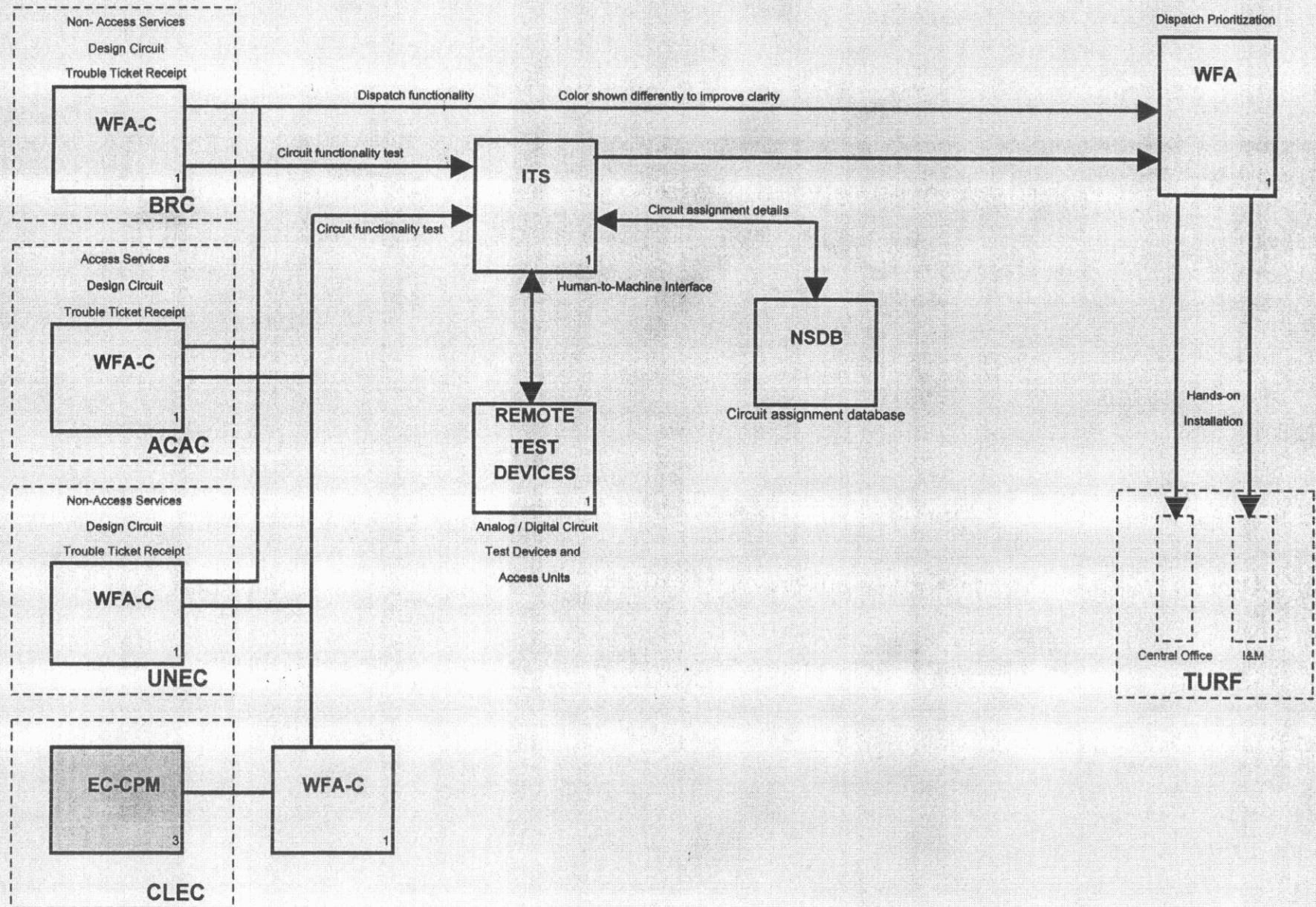
# MECHANIZED NON-DESIGN MAINTENANCE FLOW - ORGANIZATIONS / CENTERS -

Exhibit 7



# MECHANIZED DESIGN MAINTENANCE FLOW - ORGANIZATIONS and CENTERS -

Exhibit 8

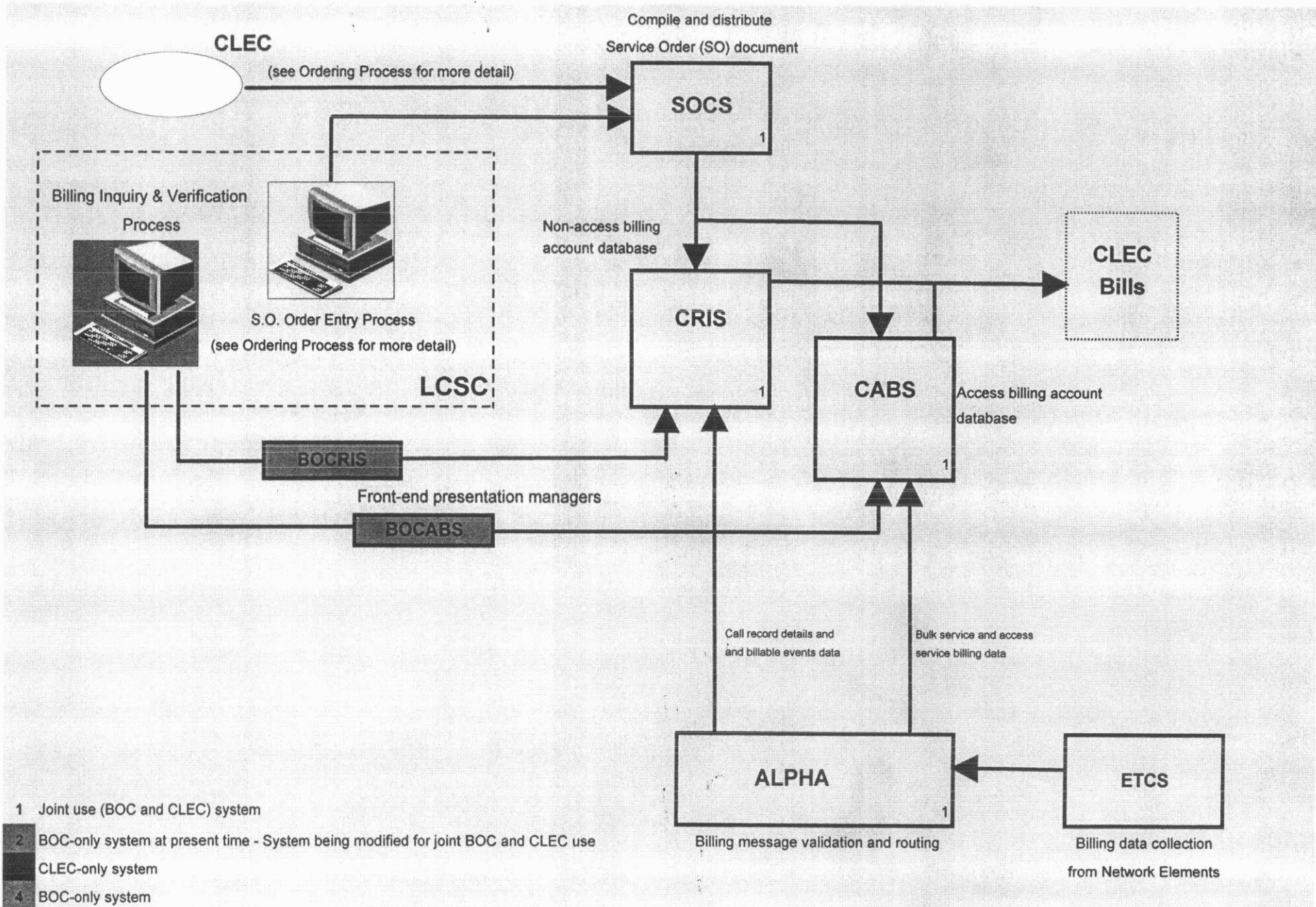


- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

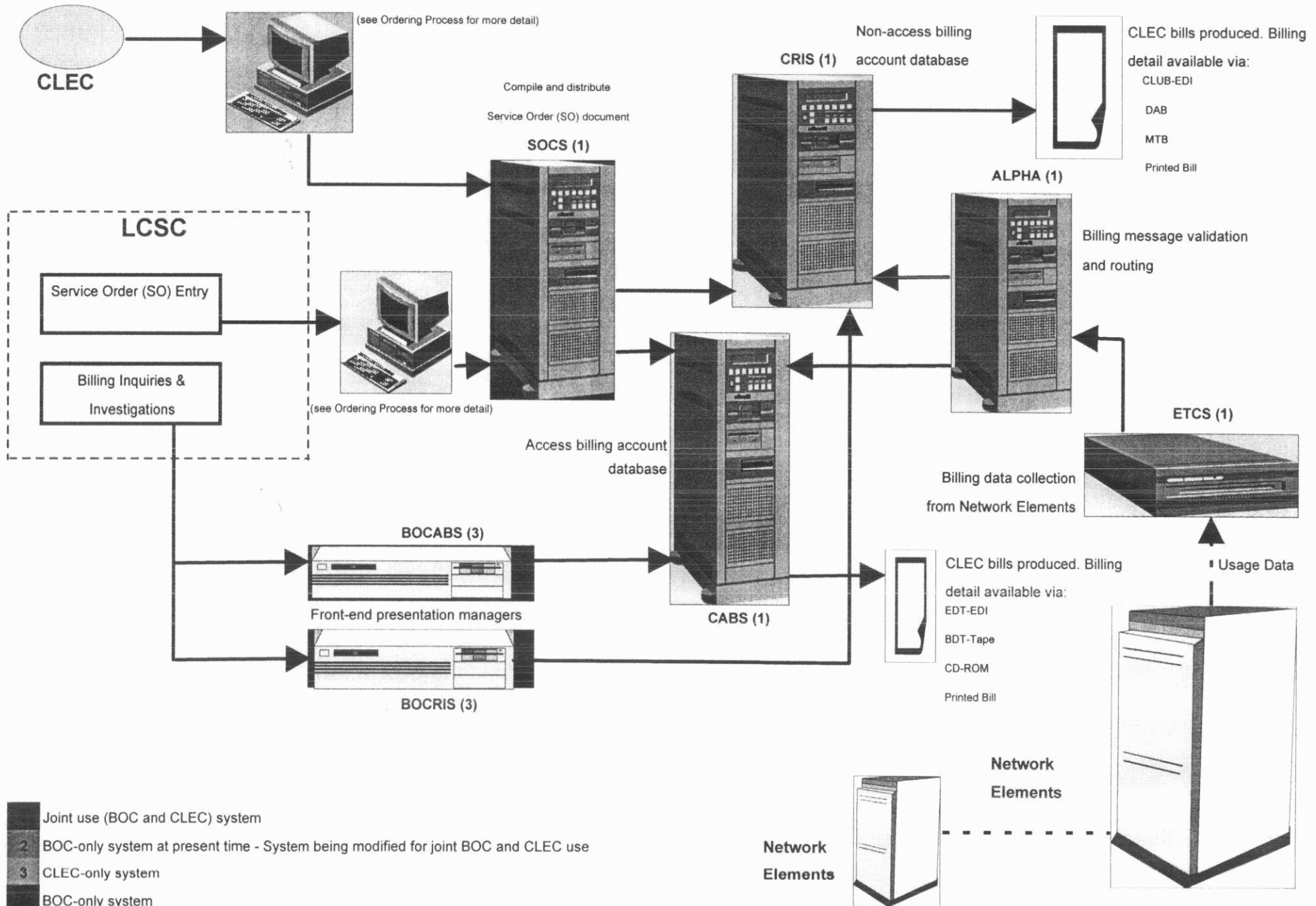


# MECHANIZED BILLING FLOW - ORGANIZATIONS / CENTERS -

Exhibit 9



# BILLING FLOW - MECHANIZED PROCESS - Exhibit 10



BellSouth Telecommunications, Inc.

Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 14  
Page: 1 of 1

- REQUEST: (a) State the number of electronic transactions for pre-ordering, ordering, billing, and maintenance and repair for unbundled network elements and resale have been attempted by CLECs in Florida in BellSouth's region during 1997.
- (b) State the number of such electronic transactions that have been successfully completed.
- (c) With respect to those electronic transactions that have been attempted but were not successfully completed, state the reasons for such failures.

- RESPONSE: (a) BellSouth does not capture this information.
- (b) BellSouth does not capture this information.
- (c) Please refer to BellSouth response to Item No. 1.

INFORMATION PROVIDED BY: Kathy Wilsonchu  
Director ICS  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 15  
Page: 1 of 1

**PROPRIETARY**

**REQUEST:** Describe the total projected demand from CLECs for all transactions for each operation support system, by quarter, in 1997 and 1998, for both Florida and the BellSouth region. Describe in detail the basis for your response.

**RESPONSE:** BellSouth does not have the information requested by quarter. Please see attached information.

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Planning  
675 W. Peachtree Street  
Atlanta, Georgia 30375

# Electronic Interface Sales Pipeline

8/18/1997 .2

Potential					System Turnup					In Use	Volume to date	Forecast Volume '97	Forecast Volume '98	Reps '97	Reps '98	% Residential	% Small Bus	% Complex
L	E	N	S	I	L	E	N	S	I									
X					B													
X				X	E					NOW	3	500	800			40%	40%	20%
X					C 8/8				B	7/25/97							50%	50%
X				X	C				A									
X				X	X					4Q97								
X	X			X	C					8/1/97		300+		6	15	0%	20%	80%
X	X			X	C				C									
X	X			X	E	E			C	NOW	5128	147,530						
X					C													
X	X	X	X	X	C - 8/20					4Q97		1000	3000					
X					C													
X		X		X	A		A		A									
X	X			X													90%	10%
X	X			X	E				E	NOW	70							
X	X			X	C		D		C			3005						
X	X			X	X					4Q97			10000		10	50%	30%	20%
X	X			X	E				E	NOW	12	1000	10000	5	20	25%	80%	15%
X				X								100	2000	1	3	1%	35%	64%
X					C													
X		X	X	X	C		E		C	1Q98	9	1000	10000	3	5		50%	50%
X					E					8/1/97	68							
X				X	X					ASAP		500	5000	15	20	5%	20%	75%
X				X	B													
X		X		X	A		A		A									
X				X			B											
X	X																	
X	X			X														
X	X			X	B				B	8/30/97		25000	30000	40	80	5%	75%	20%
X				X	E				A	NOW	49							
X		X	X	X	E				E	NOW	180	9800	10800	25	85	5%	90%	5%
X				X	E				E	NOW	2							
X					E				C		1							
X		X	X	X	C					ASAP		500	1000	5	50			

# Electronic Interface Sales Pipeline

8/18/1997 .2

Potential					System Turnup													
LEN	EDI	EC	TAF	LEN	EDI	EC	TAF	EDI	Volume to date	Forecast Volume '97	Forecast Volume '98	Reps '97	Reps '98	% Residential	% Small Bus	% Complex		
X		X	X	C		E	C		8/1/97	5	100	800	2	5	70%	30%		
X		X	X						ASAP				8	30	30%	50%		
X									NOW	618	6000	6000						
X	X	X	7X	E			C		NOW	14								
X			X	E		E	E		NOW	48								
X	X			C							36775							
X		X	X	C - 8/20					ASAP		200	2000	3	8	10%	80%		
X	X	X	X	C - 8/20			C		9/1/97		5000	20000	5	12	100%			
			X	C														
X			X						11/1/97		100	100	2	8	5%	80%		
X	X		X				C		ASAP						70%	30%		
X			X	C					7/1/97		1000+	1000+	3		100%			
X	X		X	C			C		4Q97						70%	20%		
X			X	E						179								
X		X	X	E						22	4000	4000	2	2	100%			
X	X		X															
X			X						ASAP					150				
X		X	X	E		E			NOW	64								
X		X		C		E	C			1								
X		X	X	A					8/1/97		200	500	6	10	100%			
X			X	C			C											
X			X	E			E		NOW	10								
X			X	E			C			1								
X			X	C			A											
X			X	E			E		NOW	18								
			7X															
X			X	E						27								
57	16	14	20	51	SEE LEGEND FOR TOTALS					13	6527	242110	118000	131	492	34 10%	42 38%	23 52%

## Total at each stage

3  
3  
23  
1  
20

## Turnup Activity Legend

A	Account team to negotiate interface in next 30 days
B	Building connectivity
C	Trained, connectivity set
D	End-to-End testing
E	Actively using system

## Order Volumes by System

LENS	1338
EDI	5128
EDI	61
Total	6527



**REQUEST:** Identify all steps that are required to increase the capacity of BellSouth's operations support systems, the time required to increase the capacity, and the cost of increasing the capacity.

**RESPONSE:** BellSouth has a structured process that is followed to plan for expansion of the OSSs. This process includes the use of the BEST/1 modeling tool, as well as triad planning and core team meetings. The timeframe required to implement the expansion varies depending on the hardware platform. However, BellSouth is a strategic partner with our hardware vendors, and as such receives favorable consideration from these vendors. This ensures that our vendors will provide BellSouth with the best discounts available on the market and will pursue every available avenue to ensure our timeframes are met.

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Management  
BellSouth Center  
675 W. Peachtree St.  
Atlanta, Ga 30375

**REQUEST:** State whether manual or human intervention is required on the part of the CLECs using the interfaces offered by BellSouth to perform the pre-ordering, ordering, maintenance and repair, or billing functions. If your answer is in the affirmative, identify:

- (a) the function(s) for which manual or human intervention is required;
- (b) the criteria that BellSouth used in determining whether such manual or human intervention is required;
- (c) any steps that CLECs could take that would make such manual or human intervention unnecessary.

**RESPONSE:** (a) As mentioned in response to Item #12, many complex services and low-volume UNEs which have not been defined by OBF, require manual handling for both CLECs and BellSouth's retail customers.

(b) Services, such as complex services, require additional information or analysis before a firm commitment is made to the end user, which requires manual handling. This is true for BellSouth retail customers as well as for similar sales by CLECs. BellSouth has long used a Service Inquiry process for these customer requests, and BellSouth handles all Service Inquiries in the same way. Some examples of customer requests which require a service inquiry are:

- establishment of a large number of lines in a new ESSX or ACD customer group
- availability of interoffice facility capacity for dedicated rings or unusual circuit demands
- service to a customer premise using a specified type or design of loop facility

(c) The CLEC can reduce manual intervention by using the Electronic Interfaces for simple services, selected complex services (e.g. PBX trunks, hunting, Synchronet, ISDN Basic Rate), and the high-volume, OBF defined UNEs (loop, INP, loop+INP, and port).

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
675 W. Peachtree Street, N.E.  
Atlanta, Ga. 30375

**REQUEST:** State the number of orders from CLECs, for unbundled network elements and for resale, that have required manual or human intervention by BellSouth during 1997, by quarter, for Florida and for the BellSouth region. As part of your response:

- (a) Describe the total number of orders received from CLECs by BellSouth during 1997 by quarter;
- (b) Describe the basis for your response.
- (c) Identify any documents used to calculate the number of orders required herein.

**RESPONSE:** The scope of this request is extremely burdensome and oppressive in that it would require the LCSC staff to review all orders processed.

For example, during the first two weeks of August the LCSC would have to examine approximately 18,000 orders.

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Regulatory Management  
BellSouth Center  
675 W. Peachtree St.  
Atlanta, Ga 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 19  
Page: 1 of 1

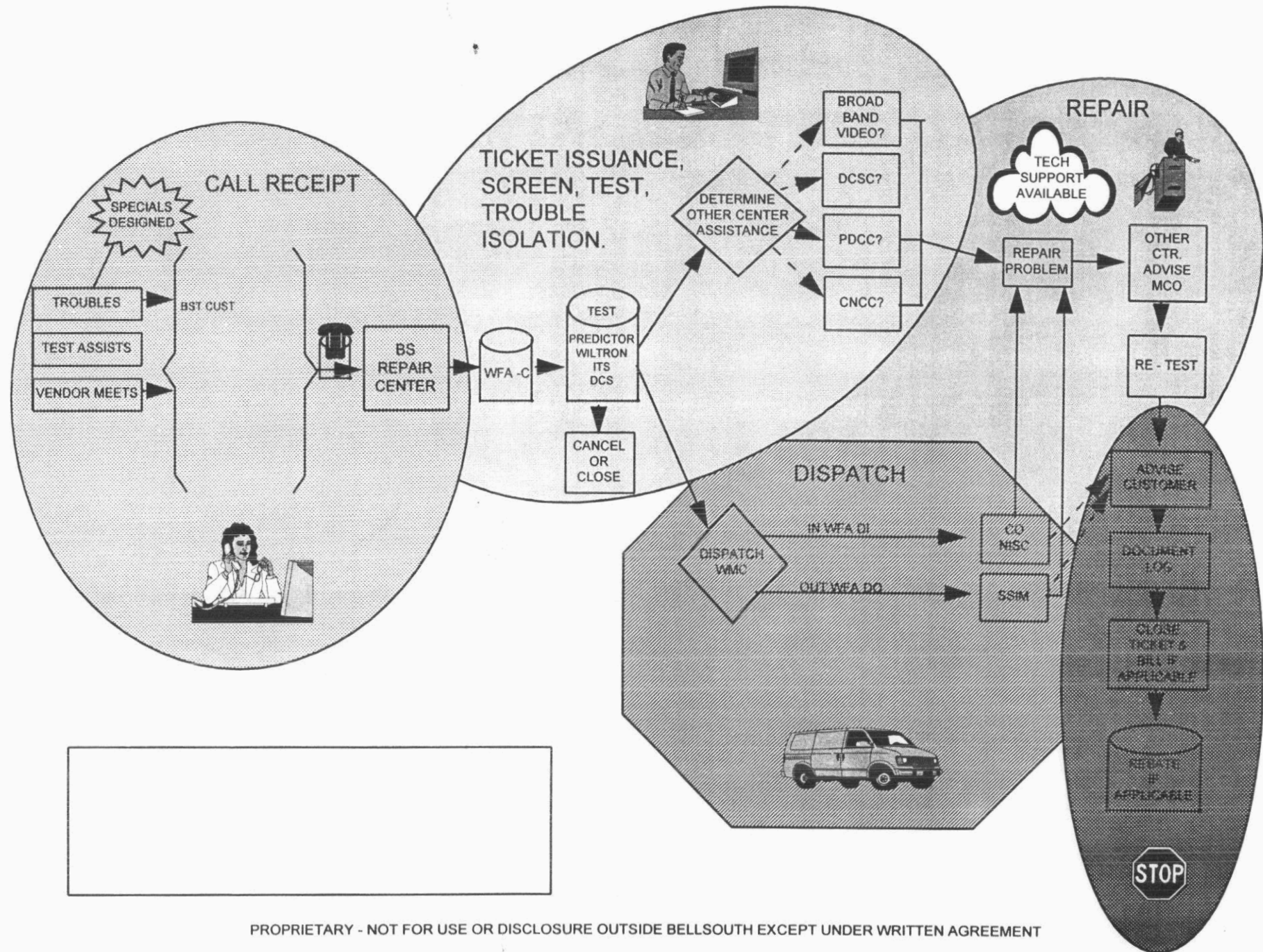
**REQUEST:** Explain in detail the procedures used by BellSouth to process or handle pre-service, service, provisioning, repair and maintenance, and billing services for its own residential or business customers, including but not limited to all manual or human intervention necessary.

**RESPONSE:**

Please see attached documents

**INFORMATION PROVIDED BY:** Gloria Calhoun  
Director - Strategic Management  
BellSouth Center  
675 W. Peachtree St.  
Atlanta, Ga 30375

# DESIGNED SPECIAL MAINTENANCE FLOW



## DESIGNED SERVICES PRVISIONING & MAINTENANCE

### Order Distribution and Assignment Functions Within BellSouth:

The primary function of the Service Order Control System (SOCS) is to route the service order to all recipients which require the information. The primary destination is the next downstream service provisioning system, Service Order Analysis & Control (SOAC). If the service order can be processed without problem by SOCS, it will be passed electronically to SOAC.

SOAC will determine from information in the service order image which downstream assignment and control systems require information in order to perform their functions. SOAC will then route the necessary service order data to the downstream assignment systems. The next system in the provisioning pipeline for designed orders is the Loop Facility Assignment Control System (LFACS) if the loop facility is inventoried there.

LFACS will use certain data from the service order to select and assign the loop facilities. To perform this function, LFACS will primarily use the address data for the customer location, selecting the best loop facility which can serve the address. If LFACS encounters an error or condition which prevents the successful assignment of a loop facility, the order will "fall-out" and be presented to an employee in the Network Infrastructure Support Center — Address & Facility Inventory Group (AFIG) for manual intervention. Since this is a designed order, a special field identifier will be present in the service order image alerting LFACS to send the order with the necessary loop information back to SOAC and on to TIRKS.

SOAC will next route the service order to the Trunks Integrated Record Keeping System (TIRKS) for circuit design. TIRKS will attempt to automatically design the order using standard models for common circuit configurations which are developed by BellSouth staff support organizations with the support of Bell Communications Research when necessary. If the service order matches with a TIRKS design model, mechanized design processes proceed. If the necessary design elements (e.g. circuit electronics, switching element terminations, interoffice facility elements, etc.) are available, TIRKS will make the necessary assignments and issue the Work Order Record Details (WORD) document into the next downstream systems. If TIRKS cannot match the order with an appropriate design model or if any of the necessary design elements are unavailable, the order will "fall-out" in the Network Infrastructure Support Center— Circuit Provisioning Group (NISC-CPG) for manual intervention.

TIRKS will distribute copies of the WORD to designated receiving printers or terminals. But the primary flow will send the WORD to the Work Force

Administration (WFA) system modules and the Network Services DataBase (NSDB). WFA is actually a single operations support system; however, three software modules of WFA are used by different work groups:

- The WFA — Control module is used by the designated control office to coordinate the installation, testing, and turn-up of the designed services.
  - The WFA — Dispatch Out (DO) module is used by the Work Management Center to dispatch field Special Services Installation & Maintenance (SSI&M) technicians. WFA-DO is also used by these field technicians to obtain a copy of their work order information and to complete their work when accomplished.
  - The WFA — Dispatch In (DI) module is used to dispatch central office ("inside") technicians. It is also used by those central office technicians to obtain their work orders and to report completion of their work.
- When the work is reported complete by all dispatched technicians, the BellSouth Control Office will coordinate final BellSouth testing and turn-up of designed services with the BST Customer. The final completion is entered for the order into WFA-C by the control office. WFA-C reports the completion back to TIRKS, which updates its database and passes the completion notice back to SOCS. SOCS distributes it, passing a copy either to the Customer Record Information System (CRIS) Carrier Access Billing System (CABS) — initiating the billing process.

### **Service Assurance (Maintenance) Process:**

The BST Customer reports troubles on designed services to the BellSouth Business Repair Center (BRC) by phone. Trouble reports for Designed Specials are input into WFA to create a trouble ticket.

#### **Testing Flow:**

The primary test interface system for designed services is the Integrated Test System (ITS). ITS interfaces with a large number of test access devices and specialized test systems to perform testing and automated sectionalization on designed circuits. A few examples of test access devices with which ITS interfaces and uses are:

- Switched Access Remote Test System/Switched Maintenance Access System (SARTS/SMAS)
- Digital Cross-Connect Systems (e.g. Lucent Digital Access Cross-Connect Systems, Alcatel Digital Electronic Cross-Connect Systems, etc.)
- Wiltron 9620s

ITS accesses designed circuits at available test points and automatically runs a series of tests to identify and sectionalize any trouble conditions. ITS uses a variety of test access points, devices, and systems depending upon the type of circuit, the test access available on the circuit, and the type of condition(s) which apply to the circuit and trouble report. ITS conducts demand-type intrusive tests. ITS determines the circuit design and available test access from the data recorded in the Work Order Record Document (WORD) which was issued from the Trunks Integrated Record Keeping System (TIRKS) during the provisioning process. The WORD image is obtained from the Network Services DataBase (NSDB).

Test results are reported to the control office, by ITS. At the same time, if trouble is identified and sectionalized, ITS will automatically prepare dispatch tickets to be passed to WFA-DI (Dispatch In) or WFA-DO (Dispatch Out) for field dispatch. The control office tester can review the ITS results and release the ITS-generated tickets for dispatch, or the tester can take other action(s) in accordance with his/her analysis and experience. If ITS cannot access one or more test access points or devices on the circuit, ITS will report that fact along with other test results to the control office tester.

If the tester requires additional testing for any reason, he/she will manually initiate tests using the appropriate remote test access capabilities available on the circuit. Or, the tester can issue one or more test-assist tickets through WFA-C into WFA-DI or WFA-DO as appropriate for dispatch to the next available technician.

Using ITS test results and any field test-assist results as discussed above, the Control Office testing technician will determine and coordinate all corrective actions. If a circuit redesign or other assignment functions are necessary, the control office tester will contact the appropriate center or field work group. The tester may establish a conference bridge to facilitate cooperative actions among multiple field and center personnel. The tester coordinates all actions until the problem is resolved, at which time the tester closes the trouble report with the BST Customer. When the Customer agrees to close the ticket, the tester closes the report in WFA-C.



*Trouble Ticket Flow Within BellSouth:*

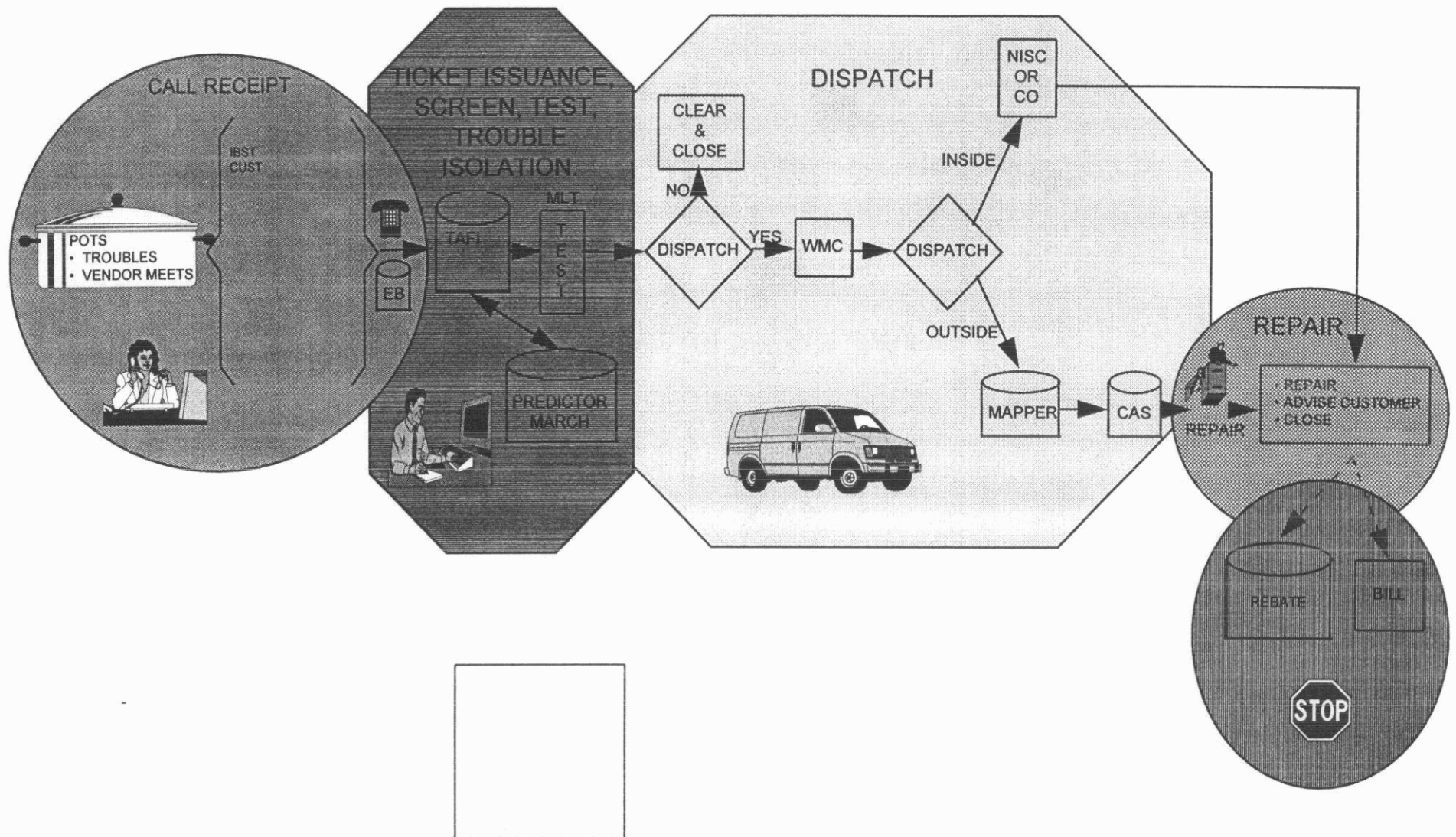
All trouble reports and associated tickets for designed services are generated in WFA-C. WFA-C is used by the control office to coordinate and record all activities and findings associated with the trouble report. For this purpose, WFA-C provides a log function which automatically records many of the automated actions and allows the control office testing technician to enter a log of other activities, findings, and important pertinent information. Tickets generated in WFA-C flow to WFA-DI and WFA-DO modules of the Work Force Administration System, where they are dispatched to the next available technician under oversight of the Work Management Center (WMC).

Field technicians report information concerning their activities and findings into WFA-DI and WFA-DO. Field activities will update the WFA-C log. When field activities on a dispatched ticket are completed, the technicians close their WFA-DO or WFA-DI tickets, and the completed tickets are passed back to WFA-C where the control log is updated by the system.

*Trouble Report Closure:*

On designed services, the Control Office receipt center, coordinates all testing and closure functions with the BST Customer.

# BASIC RESIDENCE/BUSINESS MAINTENANCE FLOW



## **MAINTENANCE PROCESS FLOW FOR BST RESIDENCE AND BUSINESS SERVICES**

### **TROUBLE RECEIPT / TICKET ISSUANCE**

BST Customer calls a trouble to the RRC for Residence and the BRC for Business to report trouble. The Telephone number is input into TAFI along with other pertinent information taken from the customer such as: trouble reported, customer name, callback number, access information etc.

TAFI gathers information from other systems such as BOCRIS, LMOS, and a trouble ticket is issued in LMOS. All of the testing and verification functions possible on the non-designed service being reported are performed mechanically, usually while the reporting party is still on-line. Depending upon the type of service being reported and the type and mix of features involved, TAFI presents appropriate and necessary questions on the terminal screen for the trouble receipt agent to ask the caller. The answers to these questions are important to clarify the precise nature of the problem and then to isolate the most likely cause(s).

Once TAFI has collected the answers to the questions and the results of the automated tests and verifications, TAFI subjects this data to its analyzer logic subsystem. In many cases, TAFI can mechanically correct the problem. For example, if the reported problem is caused by a switch port feature which is missing in the switching system translations, TAFI can issue a transaction to MARCH to input the necessary Recent Change messages and activate the missing feature.

In many cases, TAFI will determine that there is no technical problem — that the problem may be due to customer confusion or perception. This can induce the carrier agent to train the customer on the use of the service or to advise the customer on appropriate actions. Or the problem may likely be related to customer-owned equipment, and the TAFI results may help the carrier agent discuss such possibilities with the reporting customer.

Where the trouble report must be dispatched for further actions by downstream BellSouth centers or field work groups, TAFI will advise the carrier agent of appropriate commitment information which should be used in making a commitment to the customer.

In the relatively few instances where TAFI cannot determine an appropriate dispatch action, the report will "fall-out" to a specialized work group. Employees in these specialized work groups are experienced and trained in the analysis of more difficult problems. They will take further actions to analyze, investigate,

test, etc. — whatever they deem appropriate to resolve the trouble report. They will make appropriate commitments to the BST Customer.

BST trouble reports will be received and input into the Trouble Analysis Facilitation Interface (TAFI) by the BellSouth trouble receipt center personnel.

Testing Flow:

As mentioned in previous paragraphs, TAFI will access the Mechanized Loop Testing (MLT) system for testing non-designed resale and UNE services. MLT is the only actual test system available to TAFI for such services. MLT accesses a line-side switch port through the switching system and runs tests on the associated loop facility. Since MLT test capability is only available via a switching system line port, MLT can be used only on resale services and UNE service configurations which include a switch line-side port. TAFI has a direct electronic interface with MLT and can initiate MLT tests. The results of such tests are returned by MLT to TAFI over the same interface.

**If the trouble report “falls-out” from TAFI for further manual analysis by the RRC, BRC, Report Routing and Distribution Within BellSouth:**

When TAFI determines that a trouble report must be dispatched to a downstream center or field work group, TAFI will place a routing code on the trouble ticket which is passed to the Line Maintenance Operating System (LMOS). Each downstream work group which handles trouble reports has a unique routing code(s). The following are examples of routing codes. These are used to direct customer trouble reports to specific NISC and CO work groups:

- DPI-450 Central Office (CO)
- DPI-451 Recent Change Memory Administration Group (RCMAG)
- DPI-452 Complex Translations Group (CTG)
- DPI-453 Trunk & Carrier Group (TCG)

If the trouble report is to be dispatched out to the appropriate Installation & Maintenance (I&M) work group, TAFI will designate the ticket for DPO. During the dispatch process, an I&M employee's personal code will be added in LMOS to route the ticket to a particular employee through the employee dispatching process.

For the CO field work groups, LMOS will pass DPI-450 routed tickets to the Work Force Administration — Dispatch In (WFA-DI) system module via an electronic interface. WFA-DI will load the ticket to the next available central office technician.

centers may decide to retest using MLT or to manually verify certain switching system feature information. In such cases the center personnel will access MLT or a switch recent change I/O (input/output) port via the Predictor system. Predictor has three primary functions. One of these purposes is to provide the BRC and RRC with this manual access to MLT and central office switching systems I/O ports for testing and verification purposes. Using the switch I/O port, the RRC or BRC personnel can diagnose a switch port (i.e. office equipment "OE") or verify the features and attributes assigned to the switch port in the actual switching system translations.

Secondly, the BRC uses Predictor to obtain information needed regarding loops assigned to ISDN (Integrated Service Digital Network) service. Loops must be capable of supporting ISDN, and the capabilities of the loop can be verified in the Predictor® database by BRC personnel when necessary.

LMOS serves to route non-designed trouble reports to the appropriate downstream work group and is used in the employee dispatching process.

Whenever the trouble report is dispatched to a downstream BellSouth organization, the "last" technician — in whatever work group ultimately resolves the problem — is responsible for contacting the party designated on the report and closing the report to that party. As is the policy for trouble reports from BellSouth retail customers, the downstream field or center technician will make one contact attempt to close the report. If the technician cannot get an answer, or is delayed for lengthy periods in queue, the report will be closed in the appropriate system (LMOS or WFA), and the technician will go on to his/her next dispatched task.

When the report is closed in WFA by the CO, the Work Management Center will periodically receive a report showing all closures which have been entered by the CO. The WMC will manually close the ticket in LMOS and enter all appropriate closure information using the information provided by the CO forces in WFA-DI.

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 20  
Page: 1 of 1

**REQUEST:** For each month of 1997 to date, and for Florida as well as the BellSouth region, identify the total number of customer service orders processed by BellSouth for BellSouth retail customers, the number of those orders that were completed, the number of those orders that were rejected (and the reasons for the rejections) and the number of those orders that required manual intervention (after the point of initial entry by a BellSouth service representative) for completion of the order. To the extent that any of the orders required manual intervention by BellSouth, please provide the reason why manual intervention was necessary for the completion of the order.

**RESPONSE:** BellSouth does not track the information required to produce the information requested. BellSouth does track the number of orders processed and the number of orders that contain errors. Please refer to BellSouth's Response to AT&T's 1st Document Request Item 15. These reports give a sample of the data requested. The scope of this request is extremely burdensome and oppressive in that it would require the BST staff to review all orders processed.

**INFORMATION PROVIDED BY:** Diane Gee  
Manager - Consumer  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

**REQUEST:** Of the total number of orders received from CLECs during 1997 for resold lines and unbundled network elements, identify for Florida and for the BellSouth region:

- (a) the number of such orders on which BellSouth modified the due date from the date requested by the CLEC;
- (b) the reason or reasons for such modification and, for each such reason, the number of orders on which the due date was modified for that reason;
- (c) the number of orders by which the due date requested by the CLEC was extended by:
  - (1) one day;
  - (2) two days;
  - (3) three days;
  - (4) five days;
  - (5) six or more days.

**RESPONSE:** The requested information would require the manual review of every service order. It is BellSouth's policy to give the customer their desired due date or the normal due date. Please see the attached information.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street NE  
Atlanta, Ga. 30375

## Local Interconnection Interim Report

EXHIBIT WNS-E (Revised 9/3/97)

PAGE 1 OF 4

Provisioning	June				July				August			
	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST
	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region
Total # Trunks	14,380	42,144	234,622	913,346	13,308	50,935	235,368	922,731	NA	NA		NA
# Trunk Orders	292	4,609	13,626	58,827	12	4,185	10,044	59,245	NA	NA		NA
# Due Dates Missed for Client or BST Reasons:												
Client Reasons	4	823	967	2,621	0	27	NA	3,167	NA	NA		NA
BST Reasons	0	99	642	5,945	0	25	1,086	5,979	NA	NA		NA
%Order Due Dates On Time (excluding customer misses)	99.9	97.9	95.3	89.9	99.9	99.4	89.2	89.9	NA	NA		NA
New Circuit Failure Rate (%)	8.3	1.1	NA		8.3	0.5	0.2	0.3	NA	NA		NA
Maintenance	June				July				August			
	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST
	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region
Total Troubles	0	38	NA	NA	24	49	2,325	10,492	NA	NA	NA	NA
Average Duration (Hours)	0.0	1.5	NA	NA	0.4	0.4	3.6	3.3	NA	NA	NA	NA
% Calls Answered in 30 Sec.	NA				NA				NA			



## Unbundled Loops Interim Report

EXHIBIT WNS-E (Revised 9/3/97)

PAGE 2 OF 4

Provisioning	June				July				August			
	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST
	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region
Total # of Existing Unbundled Loops	1,392	3,575	NA	NA	1,530	4,409	NA	NA	NA	NA	NA	NA
# Unbundled Loop Orders	347	1,255	NA	NA	197	893	NA	NA	NA	NA	NA	NA
# ALEC Due Dates Missed for ALEC or BST Reasons:												
ALEC Reasons	35	70	NA	NA	31	67	NA	NA	NA	NA	NA	NA
BST Reasons	11	110	NA	NA	25	57	NA	NA	NA	NA	NA	NA
%Order Due Dates On Time (excluding customer misses)	96.8	91.2	NA	NA	87.3	93.6	NA	NA	NA	NA	NA	NA
New Circuit Failure Rate (%)	7.7	11.5	NA	NA	7.7	11.5	NA	NA	NA	NA	NA	NA
Maintenance	June				July				August			
	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST	ALECs	ALECs	BST	BST
	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region	in FL	in Region	in FI	in Region
Total Troubles	8	9	NA	NA	9	9	NA	NA	NA	NA	NA	NA
Average Duration (Hours)	7.3	8.9	NA	NA	13.7	13.7	NA	NA	NA	NA	NA	NA
Report Rate	NA	NA	NA	NA	0.6	0.2	NA	NA	NA	NA	NA	NA
Repeated Reports (Within 30 Days)	20.0	18.4	NA	NA	20.0	18.4	NA	NA	NA	NA	NA	NA
% Calls Answered in 30 Sec.	NA				NA				NA			

# Local Interconnection Interim Report

EXHIBIT WNS-E (Revised 9/3/97)

PAGE 3 OF 4

Provisioning	January			February			March			April			May		
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total # ALEC trunks	3929	9490	881653	5907	12599	883857	6067	16115	918578	7015	17688	901408	7889	20076	906410
# ALEC Trunk Orders	1114	1486	22530	2014	3413	36062	229	4268	28346	1164	2196	44690	874	2364	37465
# ALEC Due Dates Missed for ALEC or BST Reasons:															
ALEC Reasons	0	0	2998	320	776	5034	141	2009	5469	648	982	5903	360	441	NA
BST Reasons	154	282	7032	0	1	1716	0	96	3270	0	1	7331	24	24	NA
%Order Due Dates On Time (excluding customer misses)	100.00	100.00	86.70	84.10	77.30	86.00	100.00	97.80	88.50	100.00	99.95	83.60	97.25	98.98	80.40
New Circuit Failure Rate (%)	0.00	0.00	0.70	0.00	0.00	0.51	0.00	0.08	0.18	0.00	0.00	0.50	NA	NA	NA
Maintenance	January			February			March			April			May		
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total Troubles	0	1	1253	0	144	1066	16	43	1545	126	132	1794	41	53	1790
Average Duration (Hours)	0.00	12.05	2.56	0.00	1.67	2.30	0.13	0.61	3.18	0.43	0.62	2.63	0.41	0.35	1.83
% Calls Answered in 30 Sec.	79.90			81.60			76.90			73.70			76.40		

## Unbundled Loops Interim Report

EXHIBIT WNS-E (Revised 9/3/97)

PAGE 4 OF 4

Provisioning	January			February			March			April			May		
	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST
	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region
Total # of Existing Unbundled Loops	331	441	NA	549	720	NA	799	1108	NA	1002	2149	NA	1085	2654	NA
# Unbundled Loop Orders	315	396	NA	251	325	NA	318	499	NA	147	826	NA	237	1030	NA
# ALEC Due Dates Missed for ALEC or BST Reasons:															
ALEC Reasons	29	33	NA	2	7	NA	19	74	NA	0	69	NA	57	120	NA
BST Reasons	0	0	NA	0	5	NA	3	5	NA	30	109	NA	5	69	NA
%Order Due Dates On Time (excluding customer misses)	100.00	100.00	NA	100.00	98.50	NA	99.10	99.00	NA	79.60	86.80	NA	97.90	93.30	NA
New Circuit Failure Rate (%)	6.03	5.30	NA	2.02	4.04	NA	1.95	3.76	NA	NA	NA	NA	NA	NA	NA
Maintenance	January			February			March			April			May		
	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST	ALECs	ALECs	BST
	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region	In FL	In Region	In Region
Total Troubles	10	13	NA	32	44	NA	14	16	NA	15	22	NA	6	13	NA
Average Duration (Hours)	2.22	4.00	NA	3.78	3.37	NA	4.15	4.02	NA	2.64	3.91	NA	7.35	6.53	NA
Repeated Reports (Within 30 Days)	11.00	17.00	NA	23.08	18.42	NA	0.00	13.04	NA	NA	10.53	NA	NA	NA	NA
% Calls Answered in 30 Sec.	79.90			81.60			76.90			73.70			76.40		

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**FL DOCKET 960786-TL**

## Resale Parity Report

**EXHIBIT F (Revised 9/3/97)**

**PAGE 1 OF 3**

[illegible]

**BELLSOUTH TELECOMMUNICATIONS, INC.**

FL DOCKET 960786-TL

## Resale Parity Report

**EXHIBIT F (Revised 9/3/97)**

**PAGE 2 OF 3**

[illegible]

# Resale Parity Report

EXHIBIT F (Revised 9/3/97)

PAGE 3 OF 3

Residence Resale	January			February			March			April			May		
	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST
	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region
<b>Provisioning</b>															
%Due Date Met - POTS	NA	NA	98.9	99.2	<u>99.1</u>	<u>99.1</u>	98.4	98.5	<u>99.1</u>	98.3	98.4	<u>99.9</u>	98.1	98.4	<u>99.9</u>
<b>Maintenance</b>															
Report Rate Per 100 AALIS (Total)	2.1	<u>3.7</u>	4.8	4.3	3.9	<u>3.7</u>	4.4	<u>4.3</u>	4.6	3.8	<u>3.9</u>	4.4	4.6	<u>4.3</u>	4.6
%OOS < 24 Hours	99.9	<u>91.2</u>	80.2	90.6	<u>91.1</u>	86.3	75.9	<u>83.9</u>	80.9	89.6	<u>90.1</u>	85.1	87.5	<u>85.1</u>	84.5
Avg Duration (Receipt to clear)	10.6	<u>10.6</u>	16.6	8.8	<u>10.6</u>	13.7	18.6	<u>13.7</u>	15.9	10.7	<u>11.5</u>	13.9	12.0	<u>13.2</u>	14.5
% Mtce Appointments Met	78.9	<u>93.6</u>	91.6	92.2	92.4	<u>92.5</u>	81.5	89.5	<u>92.2</u>	91.6	<u>93.2</u>	92.5	90.4	<u>92.1</u>	91.7
% Repeat Reports Within 30 days	15.8	<u>17.2</u>	18.5	26.0	19.6	<u>17.0</u>	12.3	<u>14.8</u>	17.3	12.0	<u>15.6</u>	16.5	14.9	<u>16.9</u>	17.2
% Trouble < 30 Days New Service	NA	NA	7.9	3.7	<u>6.0</u>	6.1	5.2	<u>5.7</u>	8.0	5.2	<u>5.0</u>	5.2	5.8	<u>4.8</u>	7.1
Business Resale	January			February			March			April			May		
	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST
	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region
<b>Provisioning</b>															
%Due Date Met - POTS	NA	NA	97.3	99.4	<u>99.4</u>	97.9	99.3	<u>99.2</u>	98.0	99.6	99.4	<u>99.9</u>	99.5	99.3	<u>99.9</u>
<b>Maintenance</b>															
Report Rate Per 100 AALIS (Total)	2.0	<u>2.1</u>	2.4	1.2	<u>1.3</u>	2.0	2.3	<u>2.1</u>	2.3	2.1	<u>2.1</u>	2.3	1.6	<u>1.6</u>	2.3
%OOS < 24 Hours	91.3	85.5	<u>92.0</u>	99.9	<u>99.9</u>	93.2	98.6	<u>97.8</u>	92.7	88.1	89.0	<u>93.4</u>	96.0	<u>96.4</u>	93.8
Avg Duration (Receipt to clear)	8.8	<u>8.6</u>	9.5	9.2	<u>7.4</u>	8.7	6.8	<u>7.4</u>	9.2	7.7	<u>7.5</u>	9.1	7.3	<u>7.5</u>	9.1
% Mtce Appointments Met	71.1	71.9	<u>83.9</u>	85.9	<u>88.4</u>	85.5	88.7	<u>89.0</u>	84.9	81.7	83.4	<u>83.9</u>	81.3	83.6	<u>83.7</u>
% Repeat Reports Within 30 days	14.0	<u>13.7</u>	14.4	12.1	<u>10.9</u>	14.5	15.5	15.6	<u>15.1</u>	13.9	<u>13.6</u>	14.6	11.4	<u>14.1</u>	15.1
% Trouble < 30 Days New Service	NA	NA	11.5	4.1	<u>4.3</u>	7.5	5.0	<u>4.4</u>	9.0	4.2	<u>4.3</u>	6.2	6.1	<u>5.3</u>	8.6

REQUEST: State whether BellSouth has agreed, or committed itself, to provide FOCs to CLECs within a specified time interval. If your answer is in the affirmative, describe the time interval by order type and service.

RESPONSE: BellSouth has agreed to develop a performance measurement which will show the percentage of FOCs provided within 24 hours of receiving a correctly completed order for service.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

REQUEST: To the extent that BellSouth has agreed to provide FOCs within a specified time interval after receipt of an order by a CLEC, state the number of FOCs that have been transmitted to date during 1997 to the CLECs (and identify such information separately for Florida and for the BellSouth region):

- (a) within that interval or no later than 24 hours after that interval;
- (b) more than 24 hours, but less than 48 hours, after that interval;
- (c) more than 48 hours, but less than 72 hours, after that interval;
- (d) 72 or more hours after that interval.
- (e) Identify in detail all documents that were reviewed, consulted, or relied upon in providing your response.

RESPONSE: BellSouth is still in the process of developing a process which will produce information needed to respond to this question. The initial report is anticipated in September, 1997, to reflect August, 1997, results for orders received over the electronic interface.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375



- REQUEST: State whether BellSouth has agreed, or committed itself, to provide the notice of order completion (or "865") within a specified time period after the completion date. If your answer is in the affirmative, for Florida and for the BellSouth region.
- (a) describe the time period to which BellSouth has committed itself;
  - (b) identify the total number of CLEC order completed to date during 1997 for which the notice of order completion was transmitted to the CLEC.
    - (1) Within the specified time period to which BellSouth has agreed or committed itself, or within 24 hours after that specified period;
    - (2) more than 24 hours, but less than 48 hours, after the specified time period;
    - (3) more than 48 hours, but less than 72 hours, after the specified time period;
    - (4) 72 or more hours after the specified time period.
  - (c) Identify in detail all studies, reports, analyses and logs from which one can determine the number and percentage of all CLEC orders during 1997 for which notices of order completion were returned to the CLEC more than 24 hours after such specified period.

RESPONSE: BellSouth has agreed to provide notice of order completion as soon as practical after completion of an order, but has not agreed to a specific time interval nor to develop information which would permit it to respond further to this question.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

REQUEST: State, with respect to all CLEC orders completed during 1997, both for Florida and for the BellSouth region, the number and percentage of such order that were completed by BellSouth:

- (a) on or before the due date specified on the service order;
- (b) after the due date specified on the service order, but within 24 hours after that due date;
- (c) more than 24 hours, but less than 48 hours, after the due date specified on the service order;
- (d) more than 48 hours, but less than 72 hours, after the due date specified on the service order; and
- (e) more than 72 hours after the due date specified on the service.

RESPONSE: (a) on or before the due date specified on the service order:  
Florida - 45,944, 97.1%; Region - 116,111, 96.6%

(b) after the due date specified on the service order, but within 24 hours after that due date: Florida - 345, .7%; Region - 1,105, .8%

(c) more than 24 hours, but less than 48 hours, after the due date specified on the service order: Florida - 279, .6%; Region - 815, .7%

(d) more than 48 hours, but less than 72 hours, after the due date specified on the service order: Florida - 223, .5%; Region - 665, .5%

(e) more than 72 hours after the due date specified on the service:  
Florida - 511, 1.1%; Region - 1581, 1.4%

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

REQUEST: State, with respect to all CLEC orders completed during 1997, both for Florida and for the BellSouth region, the number and percentage of such orders that were completed by BellSouth:

- (a) on or before the due date specified on the FOC;
- (b) after the due date specified on the FOC, but within 24 hours after that due date;
- (c) more than 24 hours, but less than 48 hours, after the due date specified on the FOC;
- (d) more than 48 hours, but less than 72 hours, after the due date specified on the FOC; and
- (e) more than 72 hours after the due date specified on the FOC.

RESPONSE: See response to Item 25.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 27  
Page: 1 of 1

REQUEST: Of the total number of CLEC orders submitted during 1997 where BellSouth claims that the due dates on such orders were met, state the number of such orders that were initially rejected by BellSouth's systems, both for Florida and for the BellSouth region.

RESPONSE: BellSouth does not maintain data with which to respond to this request.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

**REQUEST:** With respect to the *notices of completion* sent by BellSouth to the CLECs for Florida and for the BellSouth region, state:

- (a) whether the "completion date" set forth on such notices is the date on which the service was actually completed: and
- (b) if your answer is in the negative, describe what date is used as the "completion date" on that notice.

**RESPONSE:** The notice of completion provided to the ALECs, provides the date the ALECs' customer received service.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

- REQUEST: (a) To the extent that BellSouth has processed CLEC service orders manually since January 1, 1997, state (both for the entire BellSouth region and for each state in the region) the percentage of such orders for which due dates were met, and the percentage of such orders for which due dates were not met.
- (b) Identify all documents that describe such percentages, or from which such percentages can be determined.

RESPONSE: BellSouth does not maintain data with which to respond to this question since orders are indistinguishable once they are entered into the operating systems by LCSC personnel. However, since most orders to date have been received in a manual fashion, the response to Item 25 provides a reliable surrogate response.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

- REQUEST: (a) With respect to CLEC orders that BellSouth has processed without manual or human intervention since January 1, 1997, state (both for the entire BellSouth region and for each state in the region) the percentage of such orders for which due dates were met, and the percentage of such orders for which due dates were not met.
- (b) Identify all documents that describe the percentages referenced above, or from which such percentages can be determined.

RESPONSE: See response to Item No. 29.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, N. E.  
Atlanta, Ga. 30375

**REQUEST:** State the average response times (both for Florida and for the BellSouth region) for pre-ordering transactions by CLECs using the LENS interface, and the percentages of such pre-ordering transactions for which the response time has been less than 5 seconds, less than 10 seconds, and less than 60 seconds. Describe the method by which such response times were calculated.

**RESPONSE:** BellSouth has implemented procedures for programmatically measuring the amount of time that LENS requires for accessing our legacy systems in connection with a pre-order or an order. Response time is computed utilizing built-in tracing and debugging features of the BellSouth Navigator middleware software. Measurement is from the time a client process issues a request until the response is presented to the client.

The following chart show response time results for LENS Navigator calls from the most recent monthly report from production:

< 3 sec	< 2 sec	< 1 sec	> 20 sec
89%	76%	40%	.5%

**INFORMATION PROVIDED BY:** W. N. Stacy  
Assistant Vice President  
675 West Peachtree Street  
Atlanta, Georgia



BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's First Set of Interrogatories  
August 11, 1997  
Item No. 32  
Page: 1 of 1

**REQUEST:** State the average response time (both for Florida and for the BellSouth region) that is required for BellSouth's service representatives to complete the pre-ordering transactions that are performed by CLECs (i.e., street address validation, telephone number information, and customer service record information. Describe the method by which such response time were calculated.

**RESPONSE:** See attached charts.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
675 W. Peachtree St., N.E.  
Atlanta, Ga. 30375

## LEGACY ACCESS TIMES FOR CLEC TAFI and BST TAFI

System	<= 4 sec		>4 & <= 6		<= 10 sec		> 30 sec	
	CLEC	BST	CLEC	BST	CLEC	BST	CLEC	BST
CRIS	93%	96%	4%	2%	99%	99%	0%	0%
JMOS	0%	50%	0%	50%	100%	100%	0%	0%
LMOS	20%	41%	35%	0%	79%	43%	0%	0%
LMOS upd	70%	72%	5%	7%	75%	80%	0%	0%
March	0%	100%	0%	0%	0%	100%	0%	0%
Predictor	31%	21%	0%	0%	31%	21%	69%	58%
SOCS	99%	100%	0%	0%	100%	100%	0%	0%

CLEC TAFI times reflect data for the month of July (841 contacts). BST TAFI times reflect data from one TAFI processor for one day (744 contacts). JMOS and March percentages are based on only 1 or 2 accesses in each case.

## LEGACY SYSTEM ACCESS TIMES FOR LENS

System	< 3 sec	< 2 sec	< 1 sec	> 20 sec	Avg Sec	# of Calls
RSAG	62%	35%	27%	.6%	2.949	2210
ATLAS	77%	45%	42%	.3%	2.261	393
DSAP	82%	11%	11%	0%	2.581	199
COFFI	87%	25%	24%	0%	2.196	207
TOT NAV *	89%	76%	40%	.5%	1.805	4202

\* TOT NAV includes all Navigator contracts used in LENS, including those for security access, etc.

## LEGACY SYSTEM ACCESS TIMES FOR RNS

System	< 2.3 sec	> 6 sec	Avg Sec	# of Calls
RSAG	70%	8%	2.247	500
ATLAS	87%	3%	1.23	446
DSAP	87%	1%	.839	669

LENS measurements represent 49 days' worth of data, while RNS measurements are from one site for one day.

Currently, LENS and RNS are using different mechanisms for measuring legacy access times. LENS uses routines within the Navigator middleware software, while RNS uses code resident within the application itself. Procedures are currently being implemented to begin using the Navigator routines to measure LENS, as well as RNS, response times. This change, which will be effective by mid-September, should result in more accurate comparisons. Early test results using the Navigator measurement tool for LENS indicate that response times will decrease over what is shown in the chart above.

**REQUEST:** Identify each interface that BellSouth intends to make available to CLECs that is not currently operational, and the date on which each such interface is expected to be ready.

**RESPONSE:** We are currently developing 2 more electronic interfaces, both sponsored by AT&T:

1. Electronic Communication Gateway for Trouble Administration for Local Competition - available 11/15/97.
2. Electronic Communication - Lite (pre-ordering capabilities integrated with EDI) - available 12/31/97.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
675 W. Peachtree Street, N.E.  
Atlanta, Ga. 30375

---

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's Second Set of Interrogatories  
September 10, 1997  
Item No. 35  
Page: 1 of 1

**REQUEST:** Please refer to BellSouth's response to AT&T's Request for Production of Documents No. 8a, which relates to unbundled loop orders that were received from all CLECs combined.

- a) Please state whether the response includes orders that were processed manually. If so, please state the number of such orders included in the response.
- b) Please state whether the response includes orders that were rejected at any stage by BellSouth's OSS or otherwise could not be processed by BellSouth's internal systems. If so, please state the number of such orders included in the response.

**RESPONSE:**

- a) The response includes all orders, both electronic and manual. BST does not record the number of manual or electronic orders as a sub-category.
- b) The response does not include data related to rejected orders, only for orders which flow through the order processing system.

**INFORMATION PROVIDED BY:**

William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

**REQUEST:** Please refer to BellSouth's response to AT&T's Request for Production of Documents No. 8b. In this response, there is a heading labeled "unbundled loops processed by day".

- a) Please state whether the data set forth in this response represents the number of orders, the number of loops, or some other number. If some other number, please define.
- b) Please state the number of loops included in this response that were processed manually.
- c) Please state whether the response includes orders that were rejected at any state by any BellSouth system.

**RESPONSE:**

- a) Number of loops.
- b) All of the orders included in this response required manual processing.
- c) BellSouth does not reject orders. Some orders, such as those containing incomplete information, may have been referred to the customer for clarification before being further processed by the system. This report does not capture the number of orders held for clarification.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's Second Set of Interrogatories  
September 10, 1997  
Item No. 37  
Page: 1 of 1

**REQUEST:** Please refer to BellSouth's response to AT&T's Request for Production of Documents No. 8c. In this response, there is a reference to "unbundled loops that were canceled after the order was issued."

Please explain the response that "BellSouth does not reject orders after they were issued." Include in your response, at a minimum, an explanation of the following: whether the phrase "after they were issued" refers to issuance by the CLEC or by BellSouth (or any of its agents, employees or systems) and whether "canceled" orders referenced in the response includes orders that were canceled by the CLEC or the CLEC's customer.

**RESPONSE:** Please refer to BellSouth's response to item 36. There are multiple reasons for orders to be canceled; i.e., the ALEC's customer changes plans, deposits aren't paid to BellSouth or to the ALEC, leases fall through, buildings aren't ready, facilities are not available where the customer wants service and etc.; In many cases, the ALEC cancels for reasons which are not disclosed to BellSouth. Orders requiring clarification are held by the LCSC for 15 days waiting for a response from the ALEC to BellSouth's request for the information to complete the processing of the order. If no response is received within that period, the order is canceled.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's Second Set of Interrogatories  
September 10, 1997  
Item No. 38  
Page: 1 of 1

REQUEST: Please refer to BellSouth's response to AT&T's Request for Production of Documents No. 8d, showing total orders processed.

- a) Please state the total number of orders processed.
- b) Please explain in detail the difference between the data set forth in your response to AT&T's Interrogatory Nos. 8d and 8e. For example, and without limitation, please state whether the numbers included in your response to No. 8d include orders that were not processed to completion.

RESPONSE:

- a) 130,023.
- b) As the data provided shows, 8d reflects total resale orders; 8e shows total resale orders processed; and 8f shows canceled orders.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375



BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's Second Set of Interrogatories  
September 10, 1997  
Item No. 39  
Page: 1 of 1

REQUEST: Please refer to BellSouth's response to AT&T's Request for Production of Documents No. 8f.

- a) Please explain BellSouth's response that orders were canceled "for customer or company reasons".
- b) Please state the number of test orders included in your response. If this number cannot be stated with specificity, please estimate this order and state how the estimate was generated and the information upon which it was based.

RESPONSE:

- a) Please refer to BellSouth's response to Item 37.
- b) This number is not known. These were generated in connection with system tests for LESOG.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

**REQUEST:** With regard to the attached documents, which were produced by BellSouth in response to AT&T's First Request for Production of Documents, please state the following:

- a) Please identify the document beginning at page 1 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; what system or database generates such document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth.
- b) Please identify the document beginning at page 2 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; what system or database generates such document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth. Please describe the relationship between the document beginning at page 1 and the document beginning at page 2.
- c) Please identify the document beginning at page 10 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth.

REQUEST: (Continued):

- d) Please identify the document beginning at page 14 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; what system or database generates such document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth. Please describe the relationship between the document beginning at page 10 and the document beginning at page 14.
- e) Please identify the document beginning at page 15 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; what system or database generates such document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth.
- f) Please identify the document beginning at page 17 of the attachment by stating, at a minimum, the name of the document; the purpose served by the document; what system or database generates such document; whether the information in the document is kept by BellSouth in the ordinary course of business; why BellSouth keeps this information; how information is input into the system that generates such document; and how such information is used by BellSouth. Please describe the relationship between the document beginning at page 15 and the document beginning at page 17.

RESPONSE:

- a) This is an order information screen in waf/c (work force administration and control). The purpose of this document is to display specific information from an order. Waf/c is the system that generates this document. This information is kept about 60 days after this order is complete. The information is kept for reference on the order. The

RESPONSE: (Continued):

information is input into the system from another data base called Tirks (Trunks integrated record keeping system). BellSouth uses this information to complete orders.

- b) This is an order log in waf/c. The purpose of this document is to be able to create a log of what happened on an order. The osslog is created by waf/c. The log is kept about 60 days after the order is complete. BellSouth keeps this information to have a record of what happened with an order. The log is generated by BellSouth technicians during the time an order is being worked. The relationship is, page one is the information for an order and page two is part of the log for that order.
- c) See answer given on 40b.
- d) See answer give on 40a except for the last question. There is no relationship between documents beginning on page 10 and on page 14, they are logs of two different orders.
- e) See answer of 40b.
- f) See answer given on 40a, except for the last question. There is no relationship between documents beginning on page 15 and on page 17, they are two different orders.

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

REQUEST: Please identify the following codes or acronyms found in the documents referenced in Interrogatory No. 40:

RESPONSE: <u>ACRONYM</u>	<u>DESCRIPTION</u>
TRK	Tracking Key
CAC	Circuit Access Code
A	Location of Origin
Z	Location of Terminus
J/D	Jeopardy Destination
P1	Premise One Name, Address and Telephone No.
P2	Premise Two Name, Address and Telephone No.
CKT	Circuit Identification
CTL	Control Section
MCO	Maintenance Control Office
OCO	Overall Control Office
CCO	Circuit Control Office
MCN	Master/Major Customer Name
SCR	Screening Date
WSD	Work Start Date
DVA	Designed, Verified and Assigned
WOT	Wired and Office Tested
FCD	Frame Continuity Date
PTD	Plant Test Date
DD	Due Date
IAD	Inventory Availability Date
CTR1	Center Date 1
CTR2	Center Date 2
CT	Connect Through Flag
B01	Work position
GOC	IDs update provided by TIRKS (Trunk Integrated Record Keeping System)
6DG	waf/c work id
MFC	Missed Function Code

RESPONSE: (Continued):

S11	jeopardy code
SCH DATE	Scheduled Dates
CMP DATE	Completion Date
ACNA	Access Carrier Name Abbreviation/Customer
CCNA	Customer Carrier Name Abbreviation
FLC	Function Level Code
GEA	Specific Flc
CCC	Callout Center (for handling after hours dispatch requests)
CCU	Waf/di update to waf/c log for hand off
HCX	Hand-off to dispatch in has expired

INFORMATION PROVIDED BY: William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

BellSouth Telecommunications, Inc.  
Docket No. 960786-TL  
AT&T's Second Set of Interrogatories  
September 10, 1997  
Item No. 42  
Page: 1 of 1

**REQUEST:** Please provide the instructions used by BellSouth employees to input information into the databases or systems used to generate the attached documents.

**RESPONSE:** Instructions used by BellSouth employees to input information into waf/c to generate these documents are received in a 5 day computer aided training course. The "job aid" instructions available to the technicians that use this system are attached.

**INFORMATION PROVIDED BY:** William Stacy  
Assistant Vice President  
BellSouth Telecommunications, Inc.  
675 W. Peachtree Street, NE  
Atlanta, Ga. 30375

## 45. Chapter 25F – WFA/C Procedures–Viewing and Making Log Entries

### 1. VIEWING AND MAKING LOG ENTRIES

Logs are generated on all tickets and all service orders created in WFA/C. These logs can be viewed on the WFA/C screen OSSLOG. Remarks can be added to the log via the WFA/C screen OSSRMK.

To view a log go to the OSSLOG screen, type either a WFA/C ticket number ( ), or a CLO in the TRK/TR# field, and do a find (press <PF1>). WFA/C will respond by displaying the notes that have been generated by activity on the ticket or order.

Log notes are displayed in a reverse chronological order (the latest entries are displayed at the top of the page). To "page" backward in time press <PF2>. To "page" forward in time press <PF3>.

WFA/C only holds 9 pages of notes in queue at a time. If the ninth page of the log is reached the message "OUTPUT COMPLETED – ENTER PF14, CONTINUE OR USE PF14 FOR MORE DATA" will be displayed. To view this data type "continue" in the COMMAND field and press <ENTER>. WFA/C will respond by displaying the next set of nine pages.

To add notes to a log go to the OSSRMK screen, type the WFA/C ticket number or the CLO in the TRK field and do a find (press <PF1>). WFA/C will respond by displaying the circuit ID. Type "rmk" in the FCT field, all applicable comments (see list below) in the REMARKS field, and do an add (press <PF4>).

**NOTE:** Never make personal or derogatory remarks in the log. Always provide detailed information. The saying is: If its not in the log, it did not happen."



**SCREEN: OSSLOG**

THE WORK LOG (OSSLOG) IS A DISPLAY ONLY SCREEN THAT SHOWS A DETAILED ACCOUNT OF ACTIVITIES ON AN ORDER OR TROUBLE REPORT. THE SCREEN SHOWS ACTIVITIES IN DATE/TIME SEQUENCE WITH THE MOST RECENT ACTIVITY AT THE TOP. ENTRIES ARE MADE TO THE WORK LOG VIA THE WORK ACTIVITY SCREEN (OSSEA) AND AUTOMATICALLY BY THE SYSTEM FOR CERTAIN PREDEFINED FUNCTIONS SUCH AS RECEIPT OF THE WORD DOCUMENT AND COMPLETION OF AN EVENT.

**VALID PF KEYS**

PF1	FIND
PF2	FORWARD
PF3	BACK
PF6	NEXTDOWDOC
PF7	PREV*
PF8	REFRESH
PF9	HELP
PF12	PRINT

COMMANDS: PRINT, PRINTHELP, SHOWXXX

# **OSSLOG PF KEY ACTIVITIES:**

**FIND**

ENTER A VALID CENTER IN THE CTR FIELD ① AND A TRACKING KEY OR CLO NUMBER IN THE TRK KEY FIELD, ② PRESS PF1. (SEE JUMP/FIND INFO AFTER COMMANDS)

**NEXT**

THE PF6 KEY TAKES YOU TO THE NEXT OWDDOC SCREEN (WORD DOCUMENT).

**PREVIOUS**

THE PF7 KEY TAKES YOU TO THE OSSOI SCREEN FOR INSTALLATION ORDERS AND TO THE OSSTR SCREEN FOR MAINTENANCE ORDERS.

**JUMP/FIND**

ON A JUMP/FIND FROM OSSLOG TO A SCREEN THAT NEEDS A GROUP AND POSITION SPECIFIED TO EXECUTE THE FIND, THE SYSTEM USES THE GRP AND POS FROM THE FIRST LINE ON THE OSSLOG. IF GRP AND POS ARE NOT POPULATED, POSITION THE CURSOR ON ANY LINE CONTAINING THE REQUIRED DATA, AND PRESS ENTER.

**- SEE OSSLOG ON PAGE 5 -**

**OSSLOG COMMANDS****PRINT**

PRINTS THE LOG ASSOCIATED WITH A TRK/CLO OR TR#. YOU DO NOT HAVE TO DO A FIND FIRST IF YOU TYPE THE LTERM NAME IN THE PRINTER LTERM FIELD, @ THE CENTER AND TRACKING KEY IN THE CTR @ AND TRK KEY FIELDS, @ THEN TYPE PRINT IN THE COMMAND FIELD @ AND PRESS ENTER

**PRINTHLP**

PRINTS THE ENTIRE LIST OF LOG FUNCTIONS SUPPORTED IN HELP FOR THIS SCREEN. TYPE PRINTHLP IN THE COMMAND FIELD, @ TYPE THE LTERM NAME IN THE PRINTER LTERM FIELD, @ PRESS PF9 FOR HELP.

**SHOWXXX**

DISPLAYS A LOG FUNCTION DESCRIPTION FROM HELP. TYPE SHOWXXX IN THE COMMAND FIELD @ (XXX = LOG FUNCTION TO BE DISPLAYED), PRESS ENTER.  
(EXAMPLE: SHOWATR DISPLAYS HELP FOR ATR)

- SEE OSSLOG ON PAGE 6 -

## SHORTLOG/COMPRESS OPTIONS:

THE AMOUNT OF INFORMATION THAT IS DISPLAYED ON OSSLOG IS DETERMINED BY OPTIONS SET IN SYSTEM TABLES. A SHORTLOG DISPLAYS LESS INFORMATION THAN THE LONGLOG. THE COMPRESS OPTION, IF SET TO Y IN THE TABLE, CAUSES THE SYSTEM TO NOT DISPLAY THE CTR, GROUP AND POSITION FIELD ENTRIES ON THE LOG.

YOU CAN OVERRIDE THE SHORTLOG AND COMPRESS OPTIONS FROM THE OSSLOG SCREEN FOR A PARTICULAR ORDER BY ENTERING VALID INPUTS IN THE LONG FIELD. THE LONG FIELD HAS TWO CURSOR POSITIONS. TO PRINT A LONG LOG, ENTER A LETTER Y IN THE FIRST CURSOR POSITION OF THE LONG FIELD. TO OVERRIDE THE COMPRESS OPTION, TYPE ONE OF THE FOLLOWING ENTRIES IN THE SECOND LONG CURSOR POSITION:

- A = COMPRESS ALL (DO NOT SHOW EITHER CTR OR GRP/POS)
- N = NO COMPRESS (DISPLAY BOTH CTR AND GRP/POS)
- S = COMPRESS WFA/C CENTER (SHOW GRP/POS, BUT NOT CTR)

## JUMP/FIND FROM OSSLOG:

ON A JUMP/FIND FROM OSSLOG TO A SCREEN THAT REQUIRES A GRP AND POS SPECIFIED IN ORDER TO EXECUTE THE FIND, THE SYSTEM USES THE GRP AND POS FROM THE FIRST LINE OF THE LOG. IF NO GRP OR POS DATA IS ENTERED ON THE FIRST LOG ITEM, MOVE THE CURSOR TO ANY LINE THAT HAS A GRP AND POS SPECIFIED, THEN TYPE THE DESIRED SCREEN NAME IN THE /FOR: FIELD AND PRESS ENTER.

- SEE OSSLOG ON PAGE 6 -

**VIEW/DISPLAY OPTIONS:**

IN RELEASE 1.2, THE VIEW FIELD (5) REPLACES THE LONG FIELD. VIEW ALLOWS YOU TO SPECIFY ANY VIEW OF THE LOG THAT IS DEFINED IN LOG OPTIONS TABLES.

THE DISPLAY FIELD (6) REPLACES THE COMPRESS FIELD. DISPLAY INDICATES WHETHER YOU WANT TO DISPLAY THE CTR, GROUP AND POS ON LOG ENTRIES. VALID ENTRIES FOR DISPLAY ARE:

- A DISPLAY ALL (CTR, GRP, POS)
- N DO NOT DISPLAY CTR, GRP, POS
- S DISPLAY GRP & POS ONLY

VIEW AND DISPLAY DEFAULTS CAN BE SET ON THE USER LEVEL OPTIONS TABLE, OSSULO.

**JUMP/FIND FROM OSSLOG:**

ON A JUMP/FIND FROM OSSLOG TO A SCREEN THAT REQUIRES A GRP AND POS SPECIFIED IN ORDER TO EXECUTE THE FIND, THE SYSTEM USES THE GRP AND POS FROM THE FIRST LINE OF THE LOG. IF NO GRP OR POS DATA IS ENTERED ON THE FIRST LOG ITEM, MOVE THE CURSOR TO ANY LINE THAT HAS A GRP AND POS SPECIFIED, THEN TYPE THE DESIRED SCREEN NAME IN THE /FOR: FIELD AND PRESS ENTER.

- SEE OSSLOG ON PAGE 6 -

SCREEN: OSSLOG

COMMAND (4)      WFAC: WORK LOG FORMAT (OSSLOG)      /FOR:  
GO TO PAGE      PRINTER (3)      PAGE      L  
TRK/TRS (2)      CKT  
VIEW (5)      DISPLAY (6)      CTR (1)  
.....  
DATE      TIME      ID      FCT      EVENT      ACTIVITY DESCRIPTION

**SCREEN: OSSOI**

THE ORDER INFORMATION SCREEN DISPLAYS ADMINISTRATIVE, TRACKING AND CUSTOMER/PREMIER ORDER INFORMATION. YOU CAN USE OSSOI TO ISSUE AUTO-TEST REQUESTS. OSSOI IS A TWO PAGE FORMAT. PAGE ONE VARIES SLIGHTLY WITH THE CLASS OF CIRCUIT/SERVICE. THE OSSOI FORMAT ALSO VARIES FOR DESIGNED SERVICES VS. NON-DESIGNED SERVICES. PAGE 2 OF OSSOI (OSSOI2) IS THE SAME FOR BOTH DESIGNED AND NON-DESIGNED SERVICES.

**VALID PF KEYS**

PF1	FRD
PF2	FORWARD
PF3	BACK
PF4	ADD
PF6	UPDATE
PF8	NEXT
PF7	PREVIOUS
PF11	POSTCOMP.
PF12	PRINT

COMMANDS: ASSIGN, GCRECOM, GCREJEO, JEO, JEORMK  
JEC, JECRMK, MARJRS, NOTEST, PARTIAL, REASSIGN,  
RESETRA, RESETRB, RMKLOG, RMK1ST, SCHEDULE, SOPCMP,  
TEST, TRANSFER, UPDMPC, VERGOS8, VOID

### OSSOI PF KEY ACTIVITIES:

FIND	ENTER A CIRCUIT LAYOUT NUMBER (CLO) OR TRACKING KEY IN THE TRK FIELD, (1) OR AN ORDER NUMBER IN THE ORD FIELD, (2) OR A CIRCUIT ID IN THE CKT FIELD (3) PRESS PF1. IF MORE THAN ONE ORDER EXISTS FOR A TRK/CLO, THE SYSTEM DISPLAYS THE FIRST CLO/TRK FOUND.
ADD	THE PF4 KEY ADDS A JEOPARDY TO AN ORDER. YOU CANNOT USE THIS KEY TO CLEAR A JEOPARDY. TYPE A JEOPARDY CODE IN THE JEOPARDIES FIELD (4) NEXT TO THE SELECTED EVENT, PRESS PF4. (SEE JEO COMMAND.)
UPDATE	PF6 UPDATES UNPROTECTED FIELDS IF THE OST FIELD IS NOT "IN EFFECT." ON IF-EFFECT CIRCUITS, ONLY IMSC AND EXP FIELDS CAN BE UPDATED. TYPE UPDATED DATA IN APPROPRIATE FIELDS, PRESS PF6.
NEXT	PF6 TAKES YOU TO THE NEXT CLO/TRK ON THE USER WORKLIST OR A SPECIFIED WORKLIST (OSSLST)
PREVIOUS	PF7 TAKES YOU TO THE PREVIOUS CLO/TRK ON THE USER WORKLIST (OSSLST).

-SEE OSSOI PAGES 10 THRU 14-



# **OSSOI PF KEYS (CONT)**

**POST/  
COMPLETE**

PF11 ALLOWS YOU TO POST COMPLETIONS ON EVENTS TO WFA/C AND GOC. TYPE A LETTER X IN THE C COLUMN (5) NEXT TO THE APPROPRIATE EVENT. PRESS PF11.

IF THERE ARE OUTSTANDING CWLS ON THE EVENT, USE THE OVERRIDE FEATURE BY TYPING A LETTER O IN THE C COLUMN INSTEAD OF X.

**JUMP/FIND**

TO JUMP/FIND FROM OSSOI TO OSSIST OR OSSCWL, TYPE X IN THE C COLUMN (5) NEXT TO THE EVENT TO BE VIEWED, AND TYPE THE SCREEN NAME IN THE /FOR- FIELD. (18) OSSIST RETURNS THE FIRST PAGE OF THE USERS WORKLIST. OSSCWL RETURNS CWL/CKL INFORMATION FOR THE SPECIFIED EVENT. IF NO EVENT IS MARKED BY AN X, THE FIND DEFAULTS TO DVA.

-SEE OSSOI PAGES 10 THRU 14-

**OSSOI COMMANDS:**

<b>ASSIGN</b>	PRE-ASSIGNS EVENTS TO A PARTICULAR GROUP AND POSITION. AFTER A FIND, TYPE X IN THE C COLUMN (5) NEXT TO THE EVENT TO BE ASSIGNED, TYPE ASSIGN IN THE COMMAND FIELD, (6) PRESS ENTER. (CANNOT BE USED IF AN EVENT HAS ALREADY BEEN PLACED ON A WORKLIST)
<b>GCRECOM</b>	RESENDS AN ITEM LEVEL COMPLETION TO GOC THAT HAS PREVIOUSLY FAILED IN GOC. RESOLVE THE PROBLEM THAT CAUSED THE FAILURE, IF A JEOPARDY EXISTS IN GOC, ENTER THE MPC CODE THAT WILL AUTO CLEAR THE JEOPARDY, (7) TYPE X IN THE C COLUMN (5) OF THE EVENT TO BE RECOMPLETED, TYPE GCRECOM IN THE COMMAND FIELD (6) AND PRESS ENTER.
<b>GCREJEO</b>	RESENDS AN ITEM LEVEL JEOPARDY TO GOC AFTER A JEOPARDY POSTING IN GOC HAS FAILED. TYPE X IN THE C COLUMN, (5) OVERTYPE THE CODE (4) TO BE CHANGED (IF ANY), TYPE GCREJEO IN THE COMMAND FIELD (6) PRESS ENTER.
<b>JEO</b>	POSTS JEOPARDIES. TYPE X IN THE C COLUMN, (5) TYPE THE JEOPARDY CODE(S) IN THE JEOPARDIES FIELD, (4) TYPE JEO IN THE COMMAND FIELD (6) PRESS ENTER.

- SEE OSSOI PAGES 10 THRU 14 -

# OSSOI COMMANDS (CONT)

**JEORMK**

POSTS JEOPARDIES AND SENDS REMARKS TO THE LOG. TYPE X IN THE C COLUMN (5) TYPE JEOPARDY CODE(S) IN THE JEOPARDIES FIELD, (4) TYPE JEORMK IN THE COMMAND FIELD, (6) TYPE UP TO 70 CHARACTERS OF REMARKS IN THE CMNTYRMK FIELD, (8) PRESS ENTER.

**JEC**

REMOVES (CLEARS) JEOPARDIES. TYPE X IN THE C COLUMN, (5) OVERTYPE THE JEOPARDY CODES TO BE REMOVED WITH BLANKS, (4) TYPE JEC IN THE COMMAND FIELD, (6) AND PRESS ENTER.

**JECRMK**

WORKS THE SAME AS JEORMK, BUT CLEARS THE JEOPARDY. TYPE X IN THE C COLUMN, (5) BLANK OUT THE CODE(S), (4) TYPE UP TO 70 CHARACTERS OF REMARKS IN THE CMNTYRMK FIELD, (8) TYPE JECRMK IN THE COMMAND FIELD, (6) PRESS ENTER.

**MARJRS**

PERFORMS MULTIPLE ACTIVITIES WITH ONE COMMAND. ACTIVITIES INCLUDE POSTING JEOPARDIES WITH REMARK, SCHEDULE, AND REASSIGNS ON AN EVENT. TYPE X IN THE C COLUMN (5) NEXT TO THE EVENT, TYPE THE JEOPARDY CODE, (4) TYPE REMARKS, (8) SCHEDULE A DATE, (9) AND REASSIGN GROUP/POSITION, (10) THEN TYPE MARJRS IN THE COMMAND FIELD (6) AND PRESS ENTER.

-SEE OSSOI PAGES 10 THRU 14-

### OSOI COMMANDS (CONT)

#### NOTEST

CANCELS AUTOMATIC TEST REQUEST ASSOCIATED WITH AN EVENT. TYPE X IN THE C COLUMN (5) NEXT TO THE EVENT, TYPE NOTEST IN THE COMMAND FIELD, (6) AND PRESS ENTER.

#### PARTIAL

FOR TIME REPORTING PURPOSES, ENTERS WORK DONE ON AN EVENT THAT WILL NOT BE COMPLETED THAT DAY. TYPE PARTIAL IN THE COMMAND FIELD, (6) TYPE A CODE IN THE WK FIELD (11) OR ALLOW DEFAULT WK CODE, PRESS ENTER.

#### REASSIGN

MOVES THE TRACKING OF EVENTS FROM ONE WORK POSITION TO ANOTHER WITHIN A GROUP OR MOVES EVENTS FROM ONE GROUP TO ANOTHER. (OSLST, OSLOG AND OSOI SHOW THE REASSIGNMENT.) TYPE X IN THE C COLUMN (5) FOR THE EVENT OR EVENTS TO BE REASSIGNED, TYPE REASSIGN IN THE COMMAND FIELD (6) AND PRESS ENTER.

NOTE: THE GROUP (GRP) AND POSITION (POS) FIELDS (10) CAN BE SPECIFIED. GRP AND POS MUST NOT BE BLANK IF THE GRP FIELD WAS NOT CHANGED. THE EVENT BEING REASSIGNED MUST NOT BE COMPLETE.

- SEE OSOI PAGES 10 THRU 14 -

**OSSOI COMMANDS (CONT)****RESEND/  
RESENDO**

RESENDS INDIVIDUAL ITEM COMPLETION DATA AND ORDER COMPLETION DATA TO THE NEEDS MEASUREMENT DATABASE IF STATUS OF THE TRK IS IR, IX, IK OR HL.  
NOTE: RESEND DO DOES NOT CHECK TO INSURE ALL ITEMS ON THE ORDER ARE COMPLETE.

**RESETRA**

RESETS OR REMOVES THE REASSIGN INDICATOR ASSOCIATED WITH THE POS/R FIELD FOR ALL EVENTS TO B (BLANK). TYPE RESETRA IN THE COMMAND FIELD. (6)  
PRESS ENTER.

**RESETRS**

RESETS OR REMOVES THE RESCHEDULED INDICATOR ASSOCIATED WITH THE OBJ DATE/R FOR ALL EVENTS TO B (BLANK). TYPE RESETRS IN THE COMMAND FIELD. (6)  
PRESS ENTER.

**RMKLOG**

SENDS REMARKS TO THE LOG. TYPE RMKLOG IN THE COMMAND FIELD. (6) TYPE REMARK IN THE APPROPRIATE FIELD (CMNDRMK (8) OR RMK (2) ON PG 2).  
PRESS ENTER.

**RMKLST**

ENTERS UP TO 20 CHARACTERS OF COMMENTS TO THE WORKLIST. TYPE THE WORKLIST COMMENTS IN THE CMNDRMK FIELD. (8) TYPE RMKLST IN THE COMMAND FIELD, TYPE X IN THE C COLUMN (6) FOR THE SELECTED EVENT(S).  
PRESS ENTER.

- SEE OSSOI PAGES 10 THRU 14 -

### OSSOI COMMANDS (CONT)

#### SCHEDULE

SENDS NEW SCHEDULED DATE(S) TO THE OSSIST SCREEN TO REVISE THE WORKLIST DATE FOR AN EVENT, USED IN CONJUNCTION WITH THE SCHEDULED DATES PER EVENT. TYPE NEW DATE(S) IN THE SCH DATE COLUMN (9) NEXT TO APPROPRIATE EVENTS, TYPE SCHEDULE IN THE COMMAND FIELD, (6) TYPE X IN THE C COLUMN FOR THE SCHEDULED EVENT(S), (5) PRESS ENTER.

#### SOPCMP

ORDERS TO INSTALL NON-DESIGNED CIRCUITS MUST BE COMPLETED BY THE SOP BEFORE WFAC CHANGES THEM TO IN-EFFECT STATUS. SOPCMP OVERRIDES THIS REQUIREMENT. TYPE SOPCMP IN THE COMMAND FIELD (6) PRESS ENTER.

#### TEST

INITIATES A REQUEST FOR THE SELECTED EVENT ON AN ORDER TO BE AUTOMATICALLY TESTED. TYPE X IN THE C COLUMN (5) NEXT TO THE EVENT TO BE TESTED, TYPE TEST IN THE COMMAND FIELD, (6) PRESS ENTER.

#### TRANSFER

TRANSFERS AN ORDER TO ANOTHER CTR PRIOR TO THE COMPLETION OF THE SCR EVENT. OVERTYPE THE CENTER (COO) (12) WITH THE NEW CENTER, TYPE TRANSFER IN THE COMMAND FIELD, (6) PRESS ENTER. THE TRANSFER DATA IS DISPLAYED ON THE OSSIST AND OSSLOG SCREENS.

- SEE OSSOI PAGES 10 THRU 14 -

**OSSOI COMMANDS (CONT)****UPDMFC**

UPDATES THE MFC CODE AFTER THE EVENT HAS BEEN COMPLETED IN GOC. TYPE I IN THE C COLUMN. (6) OVERTYPE THE MFC CODE (7) WITH THE UPDATED CODE, TYPE UPDMFC IN THE COMMAND FIELD. (6) PRESS ENTER.

**VERGOSS**

VERIFIES ALL EVENTS WITH THE GOSS WORKLIST, ADDING UPDATING OR DELETING WORKLIST ENTRIES AS APPROPRIATE. TYPE VERGOSS IN THE COMMAND FIELD (6) AND PRESS ENTER.

**VOID**

REMOVES ALL RECORDS FROM THE WFA/C DATASES FOR A GIVE ORDER. TYPE VOID IN THE COMMAND FIELD. (6) AND PRESS ENTER. CAN BE USED TO CORRECT MANUALLY ADDED ORDERS.

NOTE: USE CAUTION IN EXECUTING VOID COMMANDS. ALL SCHEDULED EVENTS FOR OSSIST, THE ASSOCIATED WORD DOCUMENT AND ALL TEST OBJECTIVES AND TEST RESULTS FOR A GIVEN ORDER ARE REMOVED BY THE VOID COMMAND.

**VOIDLR**

REMOVES LINK RECORD FROM BOTH THE IA AND NSDB DATASES IN A SINGLE TRANSACTION.

- SEE OSSOI PAGES 10 THRU 14 -

SCREEN: OSSOI (SPECIALS)

COMMAND (6)		WFAC: ORDER INFORMATION (OSSOI)						/FOR: (13)	
ORD (2)	1	OCR	CKT (3)	RO				ERI	
TRK		ACT	MCO	PROJ			DOP	ACNA	
CAC		OST	OCO	RCLO	CRO	GAC		CCNA	
A		TSP	CCO (12)	GPID				FLC	
Z		EXP	MCN	CUSTA			CUST Z		
J/D									
N									
P1									
P2									
CMNT/NAME (8)									
C	EVT AT T	OBJ	DATE/R	WK	GEP	POS/R	JEOPARDIES	MFC	SCH DATE
(5)	SCR			(11)	(10)		(4)	(7)	(9)
	WED								
	DVA								
	WOT								
	PCD								
	PTD								
	DD								
	IAD								
	CTR1								
	CTR2								



SCREEN: OSSOI (NON-DESIGN)

COMMAND (6)		WFAC: ORDER INFORMATION (OSSOI)				FOR:	
ORD (2)		CKT (3)		RO		HRI	
TRK (1)				PROJ		ACNA	
CAC	ACT	MCN		BCSO		OCNA	
CS	OST	WC (12)		CRO		FLC	
CSU	THP	KIK		GPID			
TFDD	KIP	SP					
CN		CA					
SN		SA					
LOC							
LCON							
CMDRMM (8)							
PROVMSG							
J/D							
C	EVT	AT	T	OBJ	DATER	WK	
SCR						GRP	
DD						POS/R	
CTR1						JEOPARDIES	
CTR2						MFC	
						SCHDATE	
						CMPDATE	
						ID	

SCREEN: OSSOI (MESSAGE)

COMMAND (6)		WPAC: ORDER INFORMATION (OSSOI)					FOR:	
ORD (2)	CKT (3)							
TRK (1)		ACT	MCO	BO				ERI
CAC		OST	OCO	PROJ			DOP	ACNA
A		TSP	OCO (12)	RCLO	CRO	TGAC		CCNA
Z		EXP	MCN	OPID				FLC
J/D				CUSTA			CUSTZ	
N								
P1								
P2								
CMNDRMK (6)								
C	EVT AT T	OBJ DATE/R	WK GRP POS/R	JEOPARDIES	MFC	SCH DATE	CMF DATE	ID
(5)	SCR		(11) (10)	(4)	(7)	(9)		
	WED							
	DVA							
	WOT							
	PCD							
	PTD							
	SWC							
	DD							
	IAD							
	CYR1							
	CYR2							

SCREEN: 08801 (CARRIER)

COMMAND		WFAC: ORDER INFORMATION (OSSOI)				/POR:	
ORD		CRK					
TRK				RO		KRI	
CAC				PROJ		ACNA	
A	ACT	MCO		RCLO	CRO	CCNA	
Z	OST	OCO		GPID		FLC	
J/D	TSP	OCO		CUST A		CUST Z	
N	EXP	MCN					
P1							
P2							
CONDENSED (8)							
C	EVT AT T	ORJ DATE/R	WK GRP POS/R	JEOPARDIES	MPC	SCH DATE	CMP DATE ID
(5)	SCR		(11) (10)	(4)	(7)	(9)	
	WED						
	DVA						
	WOT						
	PID						
	SWC						
	DD						
	IAD						
	CHR1						
	CTR2						

SCREEN: 069012 (PAGE 2)

COMMAND		WFAC: ORDER INFORMATION (069012)						FOR:	
ORD				CRT					
TRK				OLD CRT					
CAC		WK		ACT		OST	TSP		
RCLO								ASSOC ORD	
CRO								RO	
RCSO				PROJ				PON	
CUS/BN				RSV				AVN	
CUS ACCEPT/ADV									
WC	CS		CSU		CS#	DOC	OBJ		
MSC	ST		ACCT		SUB_DM	SUB_NA	OWNER	OCS	
LATA	MCOI		RTI		TEST	MEAS BY	MEAS	MACT 1A	
ENV			SERVING LINKS						
----- INST WORK UNITS -----					----- MAINT WORK UNITS -----				
FORM#									
LINE									
COUNT									
RNK									

Paul Kouroupas

April 1997, In the matter of the petitions for approval of agreements and arbitration of unresolved issues arising under Section 252 of the Telecommunications Act of 1996; Maryland Case No. 8731, Phase II.

Jan. 1997, In the Matter of the Investigation Regarding Local Exchange Competition for Telecommunications Services; New Jersey BPU Docket No. TX95120631.

Dec. 1996, Application of TCG Connecticut for Arbitration with the Southern New England Telephone Company Under the Telecommunications Act of 1996; Connecticut Docket No. 96-09-08.

Dec. 1996, Petition of TCG Connecticut for an Advisory Ruling Concerning Custom Service Arrangements of the Southern New England Telephone Company; Connecticut Docket No. 96-06-21.

Oct. 1996, NYNEX/Teleport Arbitration; Massachusetts D.P.U. 96-73/74.

Oct. 1996, In the matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising under Section 252 of The Telecommunications Act of 1996; Maryland Case No. 8731.

Oct. 1996, Petition of TCG Virginia, Inc. for arbitration of unresolved issues from interconnection negotiations with Bell Atlantic-Virginia, Inc. Pursuant to § 252 of the Telecommunications Act of 1996; Virginia Case No. PUC960103.

Oct. 1996, Petition for Arbitration Pursuant to §252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with NYNEX; Rhode Island Docket No. 2448.

Sept. 1996, In the matter of the petition of Teleport Communications New York for Arbitration pursuant to 252 (B) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Bell Atlantic; New Jersey Docket No. TO96070525.

Aug. 1996, Petition of TCG Pittsburgh for Arbitration to Establish an Interconnection Agreement with Bell Atlantic - Pennsylvania, Inc.; Pennsylvania Docket No. A-310213F0002.

Aug. 1996, In the Matter of the Request for Board Guidance on Area Code Relief Plan; New Jersey BPU Docket No. TO9602132.

March 1996, Formal Investigation to Examine and Establish Updated Universal Service Principles and Policies for Telecommunications Services in the Commonwealth; Pennsylvania Docket No. I-00940035.

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 960786-TL EXHIBIT NO 122  
COMPANY/ WITNESS: KOUROUPAS / TCG  
DATE 9/30/97

07778-97  
9/31/97

Oct. 1995, Application of the Southern New England Telephone Company for approval to offer unbundling loops, ports, and associated inter-connection arrangements; Connecticut Docket No. 95-06-17.

Sept. 1995, DPUC Investigation into the unbundling of the Southern New England Telephone Company's local telecommunications network; Connecticut Docket No. 94-10-02.

August 1995, In the matter of the application of MFS Intelenet of Maryland, Inc. for authority to provide and resell local exchange and inter-exchange telephone service; and requesting the establishment of policies and requirements for the interconnection of competing networks; Maryland Case No. 8584, Phase II.

July 1995, Petition for approval of numbering plan area relief for 305 area code by BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company; Florida Docket No. 941272-TL.

July 1995, Investigation by the Department on its own motion into IntraLATA and local exchange competition in Massachusetts; Massachusetts Docket No. D.P.U. 94-185.

Feb. 1995, Application of MFS Intelenet of Pennsylvania, Inc., MCI Metro Access Transmission, TCG Pittsburgh, and Eastern TeleLogic for a certificate of public convenience and necessity to provide and resell local exchange telecommunications services (Phase II); Pennsylvania Docket No. A-310203F0002 et al.

Nov. 1994, Proposed introduction of a trial of Ameritech's Customers First Plan in Illinois; Illinois Docket No. 94-0096.

Nov. 1993, In the matter of the investigation by the Commission into legal and policy matters relevant to the regulation of firms, including current telecommunications providers and cable television firms, which may provide local exchange and exchange access services in Maryland in the future; Maryland Case No. 8587.

May 1993, Development of a statewide policy regarding local interconnection standards; Illinois Docket No. 92-0398.

May 1993, Petition for expanded interconnection for alternate access vendors within local exchange company central offices by Intermedia Communications of Florida, Inc.; Florida Docket No. 921074-TP.

**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Paul Kouroupas**

**PARTY: Teleport**

**DESCRIPTION:**

1. **August 20, 1997 Deposition Transcript -  
Page 1**
2. **Late Filed Deposition Exhibit No. 3 - Page 45**
3. **Confidential Late Filed Deposition Exhibit Nos.  
1, 2, 4, 5 - See Confidential Binder PK-CON**

**PROFFERING PARTY: STAFF**

**I.D. # PK-2**

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 960786-TL EXHIBIT NO. 123

COMPANY/

WITNESS: STAFF

DATE: 9/2/97

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

-----  
In the Matter of : DOCKET NO. 960786-TL  
:  
Consideration of BellSouth :  
Telecommunications Inc.'s :  
entry into interLATA services :  
pursuant to Section 271 of the :  
Federal Telecommunications Act :  
of 1996. :  
-----



DEPOSITION OF: PAUL KOUROUPAS

TAKEN AT THE  
INSTANCE OF: The Staff of the Florida  
Public Service Commission

PLACE: Gerald L. Gunter Building  
Room 262  
2540 Shumard Oak Boulevard  
Tallahassee, Florida

TIME: Commenced at 9:00 a.m.  
Concluded at 10:00 a.m.

DATE: Wednesday, August 20, 1997

REPORTED BY: RUTHE POTAMI, CSR, RPR  
Official Commission Reporter



1 **APPEARANCES:**

2           **NANCY B. WHITE, NANCY SIMS and JOHN MARKS,**  
3 **BellSouth Telecommunications, Inc., c/o Nancy Sims,**  
4 **150 South Monroe Street, Suite 400, Tallahassee,**  
5 **Florida 32301, appearing on behalf of BellSouth**  
6 **Telecommunications, Inc.**

7           **WILLIAM B. WILLINGHAM, Rutledge, Ecenia,**  
8 **Underwood, Purnell and Hoffman, P.O. Box 511, 215**  
9 **South Monroe Street, Suite 420, Tallahassee, Florida**  
10 **32302-0551, and MICHAEL McRAE, participating by**  
11 **telephone, appearing on behalf of TCG.**

12           **CHARLES PELLEGRINI, Florida Public Service**  
13 **Commission, Division of Legal Services, 2540 Shumard**  
14 **Oak Boulevard, Tallahassee, Florida 32399-0870,**  
15 **appearing on behalf of the Commission Staff.**

16

17

18

19

20

21

22

23

24

25

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

# **I N D E X**

## **MISCELLANEOUS**

STIPULATION	4
ERRATA SHEET	44
AFFIDAVIT OF DEPONENT	45
CERTIFICATE OF OATH	46
CERTIFICATE OF REPORTER	47

## **WITNESS**

PAUL KOUROUPAS

Examination By Mr. Pellegrini	6
Examination By Ms. White	33

## **EXHIBITS**

NUMBER		IDENTIFIED
1	(Late-Filed) Type 1/Type 2 breakdown	10
2	(Late-Filed) account team reports	28
3	(Late-Filed) specific performance measurement requirements	32
4	(Late-Filed) unbundled local loops in Florida	34
5	(Late-Filed) service provided by Teleport to resellers and STS providers	38

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

**S T I P U L A T I O N**

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

1                                   **PAUL KOUROUPAS**

2    appeared as a witness and, after being duly sworn by  
3    the court reporter, testified as follows:

4                                   **EXAMINATION**

5    **BY MR. PELLEGRINI:**

6           Q     Good morning, Mr. Kouroupas.

7           A     Good morning.

8           Q     Would you please state your full name and  
9    business affiliation for the record?

10          A     My name is Paul Kouroupas. I'm  
11   vice-president of regulatory affairs for the eastern  
12   region for Teleport Communications Group.

13                **MR. PELLEGRINI:** Do you parties agree to the  
14   usual stipulations?

15                **MR. WILLINGHAM:** Yes, and that means that we  
16   will not be waiving the right to read, right?

17                **MR. PELLEGRINI:** If that's what that means,  
18   yes.

19                **MR. WILLINGHAM:** Yes, we agree.

20          Q     **(By Mr. Pellegrini)** Mr. Kouroupas, are you  
21   familiar with the definition of unbundled network  
22   elements, UNEs, the FCC definition and this  
23   Commission's definition?

24          A     Generally familiar with it, yes. I couldn't  
25   quote it verbatim.

1           Q     All right. Let me ask you this, then: Has  
2     Teleport requested access to any UNEs as defined by  
3     the FCC and by this Commission?

4           A     I believe that we have. TCG has requested,  
5     I guess, UNEs in sort of two flavors. There are the  
6     high capacity unbundled elements that TCG has  
7     purchased for many years from BellSouth and other  
8     RBOCs and this Commission back in, I believe, '93 when  
9     it addressed the intrastate collocation arrangements  
10    which allowed us to physically collocate terminating  
11    equipment, multiplexing equipment and so forth in the  
12    central offices of BellSouth.

13                That enabled us to purchase from BellSouth  
14    unbundled high capacity circuits. Traditionally,  
15    BellSouth had a retail private line service which  
16    consisted of two channel terminations and an  
17    interoffice -- or a transport facility between the two  
18    of them.

19                Through collocation, we would essentially  
20    provide the one channel term in the collocation and  
21    then purchase the transport piece and the other  
22    channel termination from BellSouth on an unbundled  
23    basis, and so we used that service extensively with  
24    BellSouth.

25                And then I believe more recently we had been

1 purchasing on a limited basis the unbundled local  
2 loops, what would be more -- what most people think of  
3 as the local loop, which is your signal voice grade  
4 line, on an unbundled basis from BellSouth.

5 Q And BellSouth then has provided Teleport  
6 with the elements requested?

7 A To the best of my knowledge, yes, they have.

8 Q In every case?

9 A I believe so, yes.

10 Q And we're talking about Florida?

11 A Yes, that's correct. Florida is the only  
12 city in which -- or the only state in which TCG is  
13 operational with BellSouth.

14 Q Is TCG providing telephone exchange service  
15 to business customers in Florida?

16 A Yes, we are.

17 Q Are you providing those services exclusively  
18 over your own telephone facilities, or predominantly  
19 over your own facilities together with resale  
20 services?

21 A TCG is a facilities-based ALEC in Florida,  
22 and to the greatest extent possible, we try to utilize  
23 our own facilities; but oftentimes we will use, as I  
24 described, the unbundled transport. We will use that  
25 not for private line or special access services, but

1 simply as T-1 transport to a customer's premises so  
2 that we can then provide local exchange service.

3           If a customer, for instance, has 24 lines in  
4 their business, we'll lease the transport from  
5 BellSouth to the customer's premises, but then provide  
6 traditional business local exchange service to the  
7 customer, but utilizing BellSouth's transport piece.

8           So to that extent, we are not exclusively  
9 over our own facilities. We do use some of the  
10 facilities of BellSouth on an unbundled basis.

11         Q     So then you are providing services  
12 predominantly --

13         A     I'm not sure what the definition of  
14 predominantly is, but that's probably it.

15         Q     That was to be my next question: What do  
16 you understand predominantly to mean?

17         A     I guess the majority. So, therefore, yes,  
18 we in all likelihood provide service predominantly  
19 over our own facilities.

20         Q     Can you quantify that more precisely than --

21         A     I do not have an exact -- I'm just checking  
22 some notes -- but I do not have an exact breakdown of  
23 how many customers are served by a BellSouth unbundled  
24 transport versus our own network. That is something I  
25 could probably get to sort of verify this

1 conversation. But I think it's safe to assume that  
2 it's predominantly over our own facilities if we're  
3 talking simple majority.

4 Q Could I then ask you to supply that  
5 information as a late-filed exhibit?

6 A Absolutely. I wouldn't have mentioned it if  
7 I couldn't.

8 MR. WILLINGHAM: Charlie, I don't think  
9 we've actually taken appearances yet.

10 MR. PELLEGRINI: Oh, you're right. My  
11 fault. Let's take appearances at this time.

12 MR. WILLINGHAM: This is Bill Willingham,  
13 law firm of Rutledge, Ecenia, Underwood, Purnell and  
14 Hoffman on behalf of TCG.

15 MS. WHITE: Nancy White and John Marks, on  
16 behalf of BellSouth Telecommunications.

17 MR. MCRAE: Michael McRae on behalf of TCG.

18 MR. PELLEGRINI: Charles Pellegrini, Florida  
19 Public Service Commission, on behalf of Florida Public  
20 Service Commission Staff.

21 MR. WILLINGHAM: Do we have a title for that  
22 first late-filed?

23 MR. PELLEGRINI: Let's come back to that.  
24 We don't have a title? What would you suggest?

25 WITNESS KOUROUPAS: How about we use TCG's



1 lingo and call it Type 1/Type 2 breakdown, because  
2 when we use BellSouth's facilities, we call that  
3 Type 2. When we use our own facilities, we call that  
4 Type 1.

5 MR. PELLEGRINI: All right. Type 1/Type 2  
6 breakdown.

7 WITNESS KOUROUPAS: Yes. That will help me  
8 remember what it is I'm supposed to get.

9 (Late-Filed Deposition Exhibit 1  
10 identified.)

11 Q (By Mr. Pellegrini) Let's see if we can  
12 get back into the stream of things. Where in Florida  
13 is Teleport providing services to business customers?

14 A TCG has deployed a network consisting of  
15 about 380 route miles of fiber throughout the South  
16 Florida LATA extending from, I believe, as far north  
17 as West Palm Beach and as far south as Miami, and I  
18 think as far west as I guess it's the Everglades I  
19 think we bump into there; but through a substantial  
20 majority of the South Florida LATA we have network.

21 Q Have you installed your own switch?

22 A We do have a switch.

23 Q Where is that?

24 A It's located in Miami.

25 Q Is Teleport providing exchange service to

1 residential customers in Florida?

2       A     TCG does not have -- we do not provide  
3 residential service, per se, in the traditional sense  
4 that one might think of, and we certainly do not have  
5 that service tariffed.

6             We do, however, sell services to resellers  
7 and shared tenant service providers who may, in fact,  
8 be providing residential service.

9             So in an indirect way, I'm sure there are  
10 some residential customers in Florida receiving dial  
11 tone and local exchange service from TCG's facilities  
12 as opposed to BellSouth's, but we are not directly  
13 marketing or servicing residential customers.

14       Q     Has TCG requested interconnection with  
15 BellSouth in Florida?

16       A     Yes, we have.

17       Q     And have you received interconnection with  
18 BellSouth in Florida?

19       A     We concluded an interconnection agreement in  
20 July of '96, and it was approved by this Commission  
21 within 90 days thereafter -- I forget the exact  
22 date -- and have been operating pursuant to that  
23 interconnection agreement ever since with BellSouth,  
24 and I guess actually even prior to that, we had  
25 concluded an interconnection agreement under state law

1 and prior to the passage of the Telecommunications Act  
2 in December of '95 and, really, that began the  
3 process. But yes, we are interconnected with  
4 BellSouth and receiving interconnection services.

5 Q Are you collocated with BellSouth?

6 A Yes, we are.

7 Q Virtual or physical collocation?

8 A I believe they're all virtual collocation  
9 arrangements.

10 Q Can you identify the relative proportion of  
11 residential and business customers that are serviced  
12 via the interconnection agreement with BellSouth?

13 A From our perspective, they're all business  
14 customers, as I said. There may be a reseller, who to  
15 us is a business customer, but they may have  
16 residential customers behind them; but we would have  
17 no way of really ascertaining that.

18 Q I understand. Has Teleport requested from  
19 BellSouth any services for resale?

20 A No, I do not believe that we have to date.  
21 Again, just clarifying what we mean by resale, though,  
22 I'm assuming you mean sort of the total end-to-end  
23 service resale -- end-to-end resale of a BellSouth  
24 service. And that we do not do, but we do purchase  
25 transport from them and then sort of resell that, but

1 that's via the collocation arrangement. And, again, I  
2 kind of put that more in the category of unbundled  
3 network elements than resale.

4 Q Next, Mr. Kouroupas, I want to ask you a  
5 series of questions relating to service quality  
6 measurements.

7 A Sure.

8 Q And let me refer you to your direct  
9 testimony, to begin with, at Page 6. At Lines 18 and  
10 19, you state: "As a result, these measures do not  
11 cover or inadequately cover certain categories  
12 important to a facilities based carrier." Do you see  
13 that?

14 A Uh-huh.

15 Q The reason you state that is the measures  
16 are tailored to AT&T's specific strategy.

17 A That's correct.

18 Q Can you tell us specifically which  
19 categories are important to a facilities-based  
20 carrier?

21 A For a facilities-based carrier, the  
22 important categories for measurement, or I guess the  
23 important service quality issues, pertain to -- one  
24 would be call completion or call blocking, depending  
25 on your view, and that refers, as Mr. Hoffman

1 described in his testimony, to the percentage of calls  
2 which actually complete from BellSouth's network to  
3 TCG's or vice versa, or the percent, alternatively,  
4 sort of the other side of the coin, how many of those  
5 calls are blocked. And that's an important  
6 measurement.

7           There's also installation intervals, really,  
8 ordering, provisioning, maintenance of facilities,  
9 circuit availability, you know, to the extent that we  
10 have purchased transport services from BellSouth, what  
11 is the percent availability of those facilities; in  
12 other words, how many outages occur on the circuit,  
13 how quickly are those circuits repaired. So those are  
14 critical for us.

15           There's measurements associated with NXX  
16 code assignment and activation. TCG, as a  
17 facilities-based carrier, has NXX codes assigned to  
18 its switch, and the speed with which BellSouth  
19 processes the application and then, more importantly,  
20 activates TCG's NXX codes within BellSouth's own  
21 network is very critical.

22           We've had experience with other RBOCs where  
23 the NXX code assigned to TCG has not been activated in  
24 various end offices of the RBOC, which resulted in  
25 large quantities of consumers not being able to call

1 us, call our customers, because the number was not  
2 recognized by the Bell Company switching.

3 That has not occurred here in Florida, to  
4 the best of my knowledge, just to be clear, but that's  
5 certainly a quality measurement we were interested in.

6 Some of the other quality measurements would  
7 pertain, as I said, in terms of the ordering process.  
8 There's a practice known as firm order commitment,  
9 which means that when we put an order into BellSouth  
10 for a service or facility, within 48 hours typically  
11 they are supposed to respond back to TCG with what is  
12 called a firm order commitment, which is really a due  
13 date that they agree to have the service or facility  
14 available to us.

15 The turnaround time on the firm order  
16 commitment is very important, because that then drives  
17 when TCG can commit to its customer for service, and  
18 then the actual performance relative to that firm  
19 order commitment date is important, because then that  
20 will determine whether or not we have an on-time  
21 installation or a late installation, or even an early  
22 installation. So those are some of the measurements  
23 that are important.

24 Q Is it your testimony, then, that the service  
25 quality measurements offered by BellSouth are

1 inadequate in respect to each one of the areas that  
2 you just mentioned?

3       A     I think they fail to cover some of the  
4 issues that I just described, but, more importantly,  
5 it's not clear from BellSouth's proposal whether or  
6 not they're even available to TCG.

7               In our interconnection agreement with  
8 BellSouth we did not include service quality  
9 measurements and reports. They state that they have  
10 included it with AT&T, but have not made clear whether  
11 or not those measurements and so forth and reports  
12 would be available to TCG; whether or not, for  
13 instance, we could exercise the most favored nations  
14 clause in our agreement to take advantage of and to  
15 opt into those performance reporting requirements, or  
16 whether they would just assume to be generally  
17 applicable to everybody. That has not been made clear  
18 in any way.

19              And in some of Mr. Stacy's comments, I  
20 believe, sort of belie the notion that they are  
21 generally available, because he states that AT&T is  
22 the only carrier with which they have these and that  
23 there are no other carriers with such provisions in  
24 their interconnection agreements, which sort of  
25 implies to me that they view them as somewhat

1 exclusive to AT&T.

2 Q Let me try to be clear. Are you saying that  
3 if you had access to the service quality measurements  
4 as provided under the AT&T agreement, that would be an  
5 acceptable circumstance for TCG, or are you saying  
6 that even if you did have access to those service  
7 quality measurements, you would find them to be  
8 generally inadequate?

9 A The latter. They would be generally  
10 inadequate to the extent that they do not address more  
11 of the specific requirements of facilities-based  
12 carriers.

13 I gave one example in my testimony about  
14 call blockage reporting. That's one of the  
15 measurements that seemed to be absent from the AT&T  
16 agreement.

17 Q So I guess you're identifying two problems,  
18 the first problem being the adequacy of those service  
19 quality measurements?

20 A Yes.

21 Q And the second problem being some question  
22 as to Teleport's access to those under the AT&T  
23 agreement; is that correct?

24 A Yes, that's correct.

25 Q Have you seen the performance measurements



1 proposed by LCUG? Are you familiar with --

2 A I am not familiar with those, I'm sorry.

3 Q Turn next, if you would, Mr. Kouroupas, to  
4 Page 11 of your testimony. You may have answered this  
5 question already.

6 But on Lines 1 through 3, you state that  
7 BellSouth does not provide performance measurements  
8 that are sufficiently comprehensive. Are you saying  
9 anything additionally with the use of the word  
10 "comprehensive," that is additional to your view that  
11 the measurements are inadequate for your purposes?

12 A No. That statement is probably fairly  
13 redundant.

14 Q On the same page at Lines 10 through 14  
15 there you state that BellSouth must provide carriers  
16 with the detail necessary to produce the appropriate  
17 reports. Do you see that?

18 A Uh-huh.

19 Q Implying, of course, that the necessary  
20 performance detail is presently lacking, I guess. Is  
21 that correct?

22 A Yes, that's correct.

23 Q Then what level of detail must BellSouth  
24 provide?

25 A Well, I guess this goes more towards the

1 reporting format. It would be important to see  
2 reports from -- again, we're trying to get to the  
3 question of parity, I guess, and trying to make a  
4 determination as to whether or not BellSouth provides  
5 service to its competitors at a level at least equal  
6 to that which it provides itself. So that's our goal.

7           We feel that in order to properly determine  
8 that, you need reports which would show specific  
9 measurements along the lines in general categories,  
10 ordering, provisioning, maintenance, repair, the call  
11 blocking and so forth, NXX activation.

12           You could have a whole vertical column of  
13 measurements, but then you need to look at the data on  
14 a comparative basis. So we would have to see those  
15 measurements for a particular CLEC -- or ALEC; I'm  
16 sorry -- then for all the ALECs as a category, because  
17 that way you can compare whether one ALEC over another  
18 is being discriminated against, versus BellSouth's  
19 performance to itself for its broad base of retail  
20 customers so you can have sort of a general comparison  
21 of a ALEC to BellSouth, of all the ALECs to BellSouth.

22           But then because of BellSouth's size and  
23 geographic dispersion, you need to sort of narrow down  
24 BellSouth to more specific geographies and specific  
25 customer classes, because ALECs serve limited

1 geographies, and oftentimes serve limited customer  
2 classes. So then you can have an apples-to-apples  
3 comparison.

4           And then, also, a good sort of traditional  
5 benchmark is the service they provide to the top three  
6 interexchange carriers, you know, being their largest  
7 customers, having dealt with them for over a decade, I  
8 guess, as customers, they have established certain  
9 operational procedures, processes, et cetera, that are  
10 fairly standardized now, and so that's also a good  
11 benchmark to compare against; and given their size and  
12 value as a customer to Bell, they probably have  
13 received over the past ten years some fairly generous  
14 treatment relative to the treatment that the ALECs  
15 obtained.

16           So that sort of report format, I think,  
17 would allow an ALEC, the Commission, whomever, to make  
18 a judgment as to whether or not parity and service is  
19 actually being provided.

20           Q     Turn to Page 13. There you provide a list.

21           A     And I almost got them all off the top of my  
22 head.

23           Q     Yes, you did. In that list you include all  
24 ALECs. Do you see that at Line 15?

25           A     Yes.

1 Q Do you mean all ALECs operating in Florida?

2 A Yes. I'm sorry. I do.

3 Q And, again, can you explain why TCG needs  
4 the information relative to the top three IXCs?

5 A Well, the top three IXCs are generally --  
6 and I think, really, in all cases -- the largest  
7 customers of any Bell company, and in terms of just  
8 sheer volume of minutes and revenue, probably.

9 They have been operating for over a decade,  
10 the IXCs have, as customers of BellSouth. They have  
11 considerable clout, if you will, as a customer of  
12 BellSouth, because of their size and importance to  
13 BellSouth's revenue and network and so forth and have,  
14 therefore, over the past ten years been able to  
15 negotiate certain operational procedures, practices  
16 and so forth, and also certain service quality  
17 benchmarks, at least to the best of our understanding.

18 And, therefore, the manner in which those  
19 three very large, very experienced customers are  
20 treated, I think, is a relative benchmark as to how  
21 the smaller newer ALECs are treated; because  
22 ultimately, if not immediately, you want both  
23 categories of customers treated the same, particularly  
24 since the top three IXCs have all expressed an intent  
25 to compete as local entities.

1           Q     Are you saying that you would draw an  
2 inference from the service quality measurements  
3 relative to the IXC's that would somehow give you an  
4 indication -- well, I guess I'm not certain of the  
5 relationship between the service quality -- the  
6 performance quality level relative to IXC's and your  
7 situation.

8           A     Well, I guess our built-in assumption is  
9 that the top three IXC's have obtained at least  
10 satisfactory performance from BellSouth over the ten  
11 years.

12                     Again, leveraging their size and value to  
13 BellSouth, they've been able to negotiate performance  
14 benchmarks, service quality benchmarks, et cetera, and  
15 gotten to the level where they're satisfied with the  
16 quality of service they're receiving as an IXC  
17 customer.

18                     And it therefore becomes an important  
19 benchmark relative to the ALEC's, because it's  
20 something that we can shoot for, but given our lack of  
21 size, we don't have the bargaining powers that they do  
22 to obtain that sort of performance commitment.

23                     And so it's important to note how the top  
24 three customers are being treated relative to the sort  
25 of bottom of the bunch, again, to ensure parity. And

1 particularly since the top three are going to become  
2 local competitors, they're sort of a special class of  
3 ALECs, I guess, in that sense.

4 Q I think what I understand you to be saying,  
5 in my own words, is that if -- well, in the first  
6 place, I think your assumption is that the performance  
7 quality is -- with the IXC's is at a high level or at  
8 an acceptable level, and in that case, that same  
9 performance quality ought to be available to ALECs.

10 A Yes. Yes. We know, for instance, as -- you  
11 know, we serve the top three interexchange carriers.  
12 They're customers of ours as well. And they all  
13 insist that we adhere to certain service quality  
14 benchmarks for the services we provide to them.

15 So we assume they've done the same with the  
16 Bell companies, and because of their size and whatnot,  
17 have been able to negotiate that with Bell and,  
18 therefore, we would expect the same from them.

19 Q Are you interested in the information  
20 relative to the top three IXC's as IXC's, or as ALECs as  
21 well, or --

22 A We were thinking of as IXC's, because as  
23 IXC's, they purchase special access facilities; they  
24 purchase switched access services. And on the special  
25 access facilities, for instance, you can measure the

1 firm order commitment, the installation intervals, the  
2 repair, maintenance, circuit availability and so  
3 forth. So a lot of the same measurements apply.

4 On the switched access side, you can look at  
5 trunk blocking or call completion and so forth. So  
6 there's a lot of the same measurements that are  
7 applicable, but, again, more in line with their  
8 interexchange function rather than CLEC function.

9 Q It's with -- well, it's with IXCs that the  
10 long-term data base exists?

11 A That's true. You're right. There's a  
12 history of data there.

13 Q On Page 14, Mr. Kouroupas, Lines 14 and 15,  
14 your statement is that the BellSouth account team  
15 signed to TCG does provide very limited reporting. Do  
16 you see that?

17 A Yes.

18 Q Describe for me, if you would, what  
19 reporting BellSouth does provide to TCG?

20 A From the reports that I've seen, it's  
21 graphs, charts on sort of the number of trunks we've  
22 ordered over the past month and what their  
23 installation intervals have been, and particularly  
24 relative to -- again, this is a BellSouth account team  
25 trying to service TCG as a customer, so they're trying

1 to present information to the customer that  
2 demonstrates that they're doing a good job.

3           So they'll say, well, you know, TCG you  
4 ordered 15 trunks from us last month and, you know,  
5 here's the installation intervals on these and you'll  
6 see that we met or surpassed the installation deadline  
7 90% of the time; sorry we screwed up on two of them  
8 and they were a little late, you know, we're fixing  
9 the problem; it won't happen again.

10           It's that sort of -- the information is  
11 designed to sort of facilitate that sort of discussion  
12 between an account team and its client. It's not very  
13 detailed, and certainly isn't comparative in any sense  
14 relative to the rest of the industry.

15           Q     You're describing the reports, I guess, as  
16 being too general in nature?

17           A     Yes.

18           Q     How would you suggest that they be improved  
19 to provide the necessary detail?

20           A     Well, as I said previously, I mean, if you  
21 increase the number of measurements and then  
22 increase -- I guess, layer on top of that the  
23 comparisons, the comparative data, you know, not only,  
24 TCG, here's how we did for you, but if you look,  
25 here's how we did with all the other ALECs, and you'll



1 see that you fall right in the middle of the bunch, or  
2 the top or the bottom, whatever; here's how you did  
3 relative to our own service, here's how you did  
4 relative to the IXCs, here's how you did relative to  
5 our top 100 customers, and, you know, on the whole  
6 then, we'll be able to feel a lot more comfortable, or  
7 uncomfortable depending on how the data is.

8 Q Mr. Stacy in his testimony said that  
9 BellSouth would provide such reports in accordance  
10 with the terms and conditions of the agreements.  
11 Perhaps you recall that statement?

12 A I wasn't present for all of his deposition,  
13 but okay.

14 Q Well, my question is, is do you have a  
15 provision in your agreement with BellSouth for the  
16 provision of these kinds of reports?

17 A No, and that goes to our earlier concern as  
18 to whether or not any of these performance reports are  
19 even available to TCG.

20 At the time we negotiated our  
21 interconnection agreement -- it became clear in the  
22 negotiation process that we weren't going to settle or  
23 agree upon performance measurements and performance  
24 reports within the time frame allotted under the Act  
25 for negotiation.

1           We have ongoing operations in Florida that  
2 we wanted to facilitate. So as sort of a business  
3 decision we decided we should go ahead and conclude  
4 the interconnection agreement, continue our operations  
5 in the hopes that other carriers would negotiate  
6 performance reports, or it would result out of the  
7 arbitration process; and then we would be able to  
8 exercise our most favored nations clause to take  
9 advantage of them. So it was really sort of just  
10 another method of getting at them.

11           But in light of some of the court activity  
12 with the 8th Circuit and its striking down of various  
13 FCC's rules, our ability to exercise the most favored  
14 nations clause is somewhat in question. We have not  
15 actually exercised it to determine BellSouth's  
16 reaction, so it's an uncertainty.

17           Q     You were in negotiations at some point  
18 relative to -- with BellSouth that is, relative to  
19 performance of quality measurements and reporting  
20 requirements; is that --

21           A     That's correct.

22           Q     But those negotiations were not completed?

23           A     That's correct.

24           Q     So the reporting that BellSouth provides to  
25 you now, with what frequency are those and on what

1 basis are the reports provided?

2 A I believe it's a monthly presentation by the  
3 account team.

4 Q Do you know since what time the reports have  
5 been made available or provided?

6 A Not exactly, but I suspect it's been at  
7 least the entire year of '97.

8 Q Could you supply samples, at least of these  
9 reports, as a late-filed exhibit?

10 A Sure. That would be confidential material,  
11 I would imagine.

12 MS. WHITE: To you all.

13 WITNESS KOUROUPAS: We would view it as  
14 confidential, yes. I'm sorry. Again, for my memory,  
15 you can just call it "Account Team Reports."

16 (Late-Filed Deposition Exhibit 2  
17 identified.)

18 Q (By Mr. Pellegrini) To get back to the  
19 question one or two back, how would you describe the  
20 willingness of BellSouth to negotiate performance  
21 service quality measurements and reporting  
22 requirements?

23 A We have always found BellSouth to be very  
24 reasonable to deal with. We have managed to negotiate  
25 now two interconnection agreements; one under state

1 law, one under federal law.

2           We've been generally pleased with the  
3 interactions that we have with BellSouth's management  
4 and upper management and so forth, but the problem we  
5 seem to be experiencing, and I guess why we're  
6 involved in this proceeding, is that what is  
7 negotiated, what is agreed to at one level of  
8 BellSouth is not executed or implemented by lower  
9 levels of BellSouth, really the field personnel and so  
10 forth. And that seems to be the largest frustration  
11 that we're running into.

12           You know, despite what our agreement may  
13 say, despite what discussions take place, when it  
14 comes down to actually implementing the words, we seem  
15 to be running into a lot of problems. So that would  
16 be my reaction to your question.

17           Q     How close to an agreement were you with  
18 BellSouth on this point?

19           A     Honestly, we weren't -- it didn't progress  
20 that far. We raised the issue with them, told them  
21 that we wanted some performance data and performance  
22 reporting and so forth. The problem we faced was to  
23 actually get the people on both sides to sit together  
24 and agree upon what the measurements are and how  
25 they're taken and so forth.

1           We recognized that to be a time-consuming  
2 process, and we were bumping up against our deadline  
3 under the Telecommunications Act for wrapping up  
4 negotiations. So we abandoned the effort, but sort of  
5 left it as from our perspective we had the most  
6 favored nations clause, and we could continue to talk  
7 to BellSouth about that.

8           And, again, from BellSouth's perspective,  
9 they left the door open to discuss it further down the  
10 road, or they also agreed that, you know, at least at  
11 the time we would in all likelihood be able to  
12 exercise our most favored nations clause.

13           Q     Did Teleport put on the table specific  
14 requirements in respect to performance?

15           A     I'd have to check, but I honestly don't  
16 believe we put down specific requirements. There may  
17 have been some general discussions and maybe some  
18 general categories and whatnot. Again, that was  
19 July '96, I believe. Since that time, we have  
20 negotiated and/or arbitrated performance reporting and  
21 measurements and so forth with some of the other  
22 regional Bell companies.

23           Q     Have you proposed these same performance  
24 measurements to BellSouth? I mean, what I'm trying to  
25 get at is if you have in some way or another expressed

1 your specific requirements to BellSouth then or now,  
2 so that we have an understanding of what it is in a  
3 specific sense that you require.

4       A     I am not privy to any actual discussions  
5 regarding that recently. What communications have  
6 been made to the account team regarding performance  
7 reports, I'm not aware of. Frank Hoffman, I think,  
8 had a better awareness of that. So I'm not sure I can  
9 really help you out on that one.

10       Q     Do you think you could provide, again, a  
11 late-filed exhibit that would identify in quite  
12 specific terms what Teleport requires by way of  
13 performance measurements --

14       A     Oh, sure.

15       Q     -- as compared to what it is presently  
16 receiving?

17       A     Sure.

18       Q     I mean, identifying -- well, identifying the  
19 deficiency.

20       A     I guess in the exhibit requesting the  
21 account team presentations we can add to that what we  
22 would like to see, so to say.

23       Q     Well, why don't we make it a separate  
24 exhibit; Number 3, specific performance measurement  
25 requirements.

1           A     Uh-huh.

2                     (Late-Filed Deposition Exhibit 3  
3 identified.)

4           Q     (By Mr. Pellegrini) And in that exhibit I  
5 would expect to see a comparison of those requirements  
6 to what is actually being received so that the alleged  
7 deficiency is developed.

8           A     Okay. Sure.

9                     MR. PELLEGRINI: I think that concludes our  
10 questions for Mr. Kouroupas. Thank you.

11                    MS. WHITE: Are you ready to go on or do you  
12 want a break?

13                    WITNESS KOUROUPAS: We can keep going.

14                               EXAMINATION

15 BY MS. WHITE:

16           Q     Mr. Kouroupas, my name is Nancy White. I  
17 represent BellSouth Telecommunications and, hopefully,  
18 just have a few questions for you.

19                    I want to follow up on some of the last  
20 questions the Staff has asking. Do you know whether  
21 TCG has approached BellSouth recently to start up  
22 negotiations on performance measurements?

23           A     Again, I don't know for certain. I do know  
24 that our interconnection agreement expires in, I  
25 believe, July of next year, because I think it was

1 only a two-year agreement, and so more comprehensive  
2 negotiations over the broader issue of interconnection  
3 are going to have to start up soon. So it may be that  
4 we're waiting until then.

5 Q Do you know whether Teleport has been given  
6 any indication by BellSouth that they're not willing  
7 to negotiate performance measurements?

8 A Again, I don't have the right knowledge on  
9 that. Frank Hoffman deals more with the account team  
10 on a daily basis and would be in a better position to  
11 answer that.

12 Q But as far as you know, both BellSouth and  
13 Teleport are free to negotiate performance standards,  
14 correct?

15 A Yes, they are.

16 Q Now, earlier the staff asked you about  
17 whether you had requested certain unbundled elements.  
18 And just to clarify in my mind, has Teleport actually  
19 ordered and been provided with unbundled local loops  
20 by BellSouth?

21 A It is my understanding that recently we  
22 have, yes.

23 Q And can you tell me -- and if some of this  
24 that I ask calls for an answer that's confidential  
25 information, just let me know, and we'll work that



1 out.

2 Can you tell me how many unbundled local  
3 loops have been ordered by Teleport in Florida?

4 A I do not have that answer.

5 Q Could you provide that as a late-filed  
6 exhibit?

7 A And that would be confidential.

8 Q With the understanding that -- and, again,  
9 that would just be limited to Florida, how many  
10 unbundled local loops have been ordered by Teleport in  
11 Florida and have been provided by BellSouth, and how  
12 many of those are actually working. And I guess we  
13 could just label that "Unbundled Local Loops in  
14 Florida."

15 MR. PELLEGRINI: Okay.

16 (Late-Filed Deposition Exhibit 4  
17 identified.)

18 Q (By Ms. White) Are you familiar with the  
19 Florida Public Service Commission rules regarding  
20 service performance and service evaluation and  
21 measurement standards that are required of local  
22 exchange companies in Florida?

23 A I'm generally aware that they exist, but  
24 unaware of the specifics.

25 Q Are you aware that there's a performance

1 standard in the Commission rules regarding blockage on  
2 local exchange company facilities?

3 A Yes.

4 Q And have you seen or reviewed the most  
5 recent Commission service evaluation report for  
6 BellSouth?

7 A No, I have not.

8 Q But you're aware that this Commission does  
9 perform periodic service evaluations of BellSouth?

10 A Yes, I'm aware that BellSouth is subject so  
11 service quality measurements by the Commission.

12 Q Now I'd like to go back and talk a little  
13 bit about an answer you gave to some of the staff's  
14 questions concerning they were asking you about  
15 whether Teleport provides service to residential  
16 customers in Florida, and if I recall correctly, you  
17 said that Teleport provides service to resellers and  
18 STS service providers, shared tenant service  
19 providers, that may be providing residential service.

20 Can you explain to me what services you  
21 provide to resellers and shared tenant service  
22 providers?

23 A Sure. TCG will typically sell to a reseller  
24 or shared tenant service provider essentially a PBX  
25 trunk, direct inward dial, direct outward dial trunk

1 group with associated telephone numbers, and that will  
2 connect to the reseller or STS provider's PBX, and  
3 then behind that PBX they will offer to their  
4 customers local exchange service.

5           So it's a fairly typical resale  
6 configuration where they're sort of buying in bulk  
7 from us at the T-1 level and then turning around and  
8 channelizing that and selling it, the 24 more  
9 individual lines.

10           Q     So are they directly connecting to your  
11 service?

12           A     Yes. The dial tone, the features,  
13 everything is off of our switch.

14           Q     And do you know whether any of these  
15 resellers or STS providers serve residential  
16 customers?

17           A     Again, we don't know for certain who their  
18 customers are. To the best of my knowledge, I think  
19 there's a couple that are providing residential  
20 service.

21           Q     Can you tell me who those are and where  
22 they're providing service? This is all in Florida,  
23 right?

24           A     Yes, that's correct; it's in Florida.

25           Q     And if that's confidential --

1           A     Right. No. I understand. I personally  
2     can't. I imagine we could provide that as a  
3     late-filed exhibit. My only caution is that, again, a  
4     lot of times we don't know what these guys are doing,  
5     and you know the situation being a local exchange  
6     carrier yourself. We don't police our customers and  
7     quiz them on what they're doing.

8           Q     Well, let me ask you this: If you could  
9     provide as a late-filed exhibit the names of any  
10    resellers or residential shared tenant service  
11    providers to whom Teleport is providing service, all  
12    of them, which ones you believe may be providing  
13    residential service in Florida and what the source of  
14    that belief is.

15          A     Okay.

16          Q     And I think what I meant to say was the  
17    names of the resellers and any shared tenant service  
18    provider that is providing service in Florida.

19                WITNESS KOUROUPAS: Yes.

20                MR. WILLINGHAM: I assume that's  
21    confidential.

22                MS. WHITE: Yes. And I guess if you have  
23    any knowledge of the amount of residential service  
24    that is being provided and, again, if you could tell  
25    me the source of that belief.

1                   WITNESS KOUROUPAS: Sure.

2                   MS. WHITE: And I don't know what number  
3 that would be.

4                   MR. PELLEGRINI: Five.

5                   MS. WHITE: But maybe it could be "Service  
6 Provided by Teleport to Resellers and STS Providers."

7                   (Late-Filed Deposition Exhibit 5  
8 identified.)

9           Q        (By Ms. White) I want to go back for a  
10 minute to the Commission rules on service provisioning  
11 and service evaluation.

12                   You said you were familiar to an extent with  
13 the Commission's rules. Do you know whether what  
14 Teleport is asking for is equal to or superior to the  
15 Commission's rules.

16           A        I haven't done a comparison. Again, I'm not  
17 even sure how applicable they are, because as I  
18 understand the traditional Commission service quality  
19 rules on phone companies, the measurements -- it's not  
20 an apples-to-apples comparison of measurements.

21                   You know, yeah, you will measure on-time  
22 performance for residential customers, but that  
23 generally means -- you know, there's a standing rule  
24 that you have to have -- customers are entitled to  
25 service within five days, whatever the benchmark is,

1 and BellSouth will report on how many customers were  
2 actually turned up within five days or how many were  
3 out of -- you know, past five days and so forth. They  
4 will do some out of service reports and so forth. But  
5 these are broad based reports, meaning they're  
6 statewide on the entire customer base of BellSouth and  
7 so forth and not terribly useful. I mean, always  
8 useful to some extent, but not terribly on point for  
9 our requirements.

10 Q Well, I mean, aren't you asking for  
11 BellSouth to provide measurements that say what  
12 percentage of the time BellSouth is on time in  
13 delivering services to Teleport?

14 A Oh, yeah. No. There's similar measurements  
15 in the sense of on-time performance, but performance  
16 on what? I mean, provisioning T-1s to us versus  
17 turning up a residential customer are two rather  
18 different activities; and so in that sense, not  
19 exactly.

20 What the reports that you provide the  
21 Commission do indicate are sort of a technical  
22 feasibility in the sense that, you know, you take the  
23 measurements, you know how to measure, and you know  
24 how to produce the reports; so it's not much of a  
25 stretch to tailor them more to the needs of the

1 interconnecting community, I guess.

2 Q And I guess because of what you just said  
3 that leads me into my next question.

4 You said that what the Commission has  
5 BellSouth report on really wouldn't be comparable to  
6 what the ALECs need. So then I'm really confused as  
7 to why on Page 13 of your testimony you need  
8 information concerning service quality that BellSouth  
9 provides to its top 100 customers.

10 A Well, because as I mentioned before, the  
11 ALECs generally compete in a limited geography and  
12 oftentimes to limited customer classes, and it's no  
13 secret that BellSouth's top 100 customers are one of  
14 those customer classes that ALECs compete for.

15 But sort of more above that is the fact that  
16 the service that BellSouth provides to its top 100  
17 customers is more indicative of the sort of quality  
18 that BellSouth can provide and normally does provide  
19 to its preferred customers; and that's the sort of  
20 data that gets lost in the averages, when you compare  
21 sort of your bottom 100 to your top hundred 100.

22 I'm sure there's vast differences in the  
23 performance to those two customer classes, and so it's  
24 important to sort of look at the ALECs vis-a-vis the  
25 top 100, and we can add the bottom 100, too, if you

1 want, but --

2 Q Well, two questions then. First, how do you  
3 compare that when you've just said that providing  
4 BellSouth's provision of local exchange service to a  
5 residential or business customer is not comparable to  
6 BellSouth's providing an unbundled local loop to an  
7 ALEC.

8 A Well, there's a lot of services that the top  
9 100 customers purchase that are the same as ALECs  
10 purchase. You know, we purchase T-1 service from  
11 BellSouth. BellSouth sells that service to many of  
12 its top 100 customers. BellSouth provisions T-1  
13 circuits all the time to these top 100 customers and  
14 does so within certain intervals, and are we getting  
15 the same sort of treatment?

16 BellSouth probably measures -- I can't say  
17 for certain -- but may measure call completion rate  
18 for its top 100 customers. So there's a lot of  
19 measuring -- you know, these top 100 customers are  
20 usually very large, very sophisticated  
21 telecommunications users oftentimes in possession of  
22 their own 5-E switch which they use as a PBX; but even  
23 short of that, in possession of a PBX or purchasing a  
24 very complex CENTREX system from BellSouth or, you  
25 know, dozens, if not hundreds, of T-1 circuits for



1 vast private and semiprivate networks that they have.

2           So there is a similarity in that customer  
3 base and the ALECs requirements, particularly since a  
4 part of those top 100 customers have more revenues  
5 than most of the ALECs.

6           Q     Are you suggesting that BellSouth's level of  
7 service quality is directly related to the size of the  
8 customer?

9           A     I don't think it's a secret that pretty much  
10 every firm in the country, be it in the  
11 telecommunications industry or otherwise, treats some  
12 of its customers better than others. I'm sure Barnett  
13 Bank gets better service than Bill Willingham.

14          Q     Never. (Laughter.) All right.

15                Well, let me ask you this: You're not  
16 saying, though, by that that a single-line residence  
17 customer would have the poorest level of service by  
18 BellSouth?

19          A     No. I don't mean to suggest in any way that  
20 BellSouth is relegating customers to sort of the  
21 bottom of the heap. It's just a simple fact of life  
22 that some customers are preferred customers.

23          Q     Does TCG have that tier, that you have  
24 preferred customers and Bill Willinghams? (Laughter)

25          A     Unfortunately, we're really not of a size

1 right now to have much distinction. But, yes,  
2 certainly; you know, in some of our cities we have  
3 anchor tenants that we're very attentive to.

4 Q Thank you?

5 MS. WHITE: That's all I have. And no  
6 offense meant, Bill.

7 MR. PELLEGRINI: Is there anyone on the line  
8 with questions for Mr. Kouroupas?

9 MR. MCRAE: This is Michael McRae. No,  
10 there are no questions.

11 MR. PELLEGRINI: Then I think that concludes  
12 this deposition.

13 (Deposition concluded at 10:00 a.m.)

14 - - - - -

15

16

17

18

19

20

21

22

23

24

25

# ERRATA SHEET

**DOCKET NO. 960786-TL**

**NAME: PAUL KOUROUPAS**

**DATE: August 20, 1997**

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

**REQUEST:** Please provide specific performance measurement requirements necessary to measure parity.

**RESPONSE:** Attached is a list of Initial Performance Parity Measurements, which, if adopted, would provide the Commission and ALECs a quantifiable basis for determining whether BellSouth was providing the required parity. These measurements should be provided for the following: individual ALECs (e.g., performance provided by BellSouth to TCG South Florida); ALECs in the aggregate; the top three interexchange carriers; BellSouth's top 100 customers; BellSouth's retail customers; and BellSouth's affiliates (including its recently announced CLEC affiliate). These reports should be disaggregated by rate center in most instances to provide a fair and accurate "apples to apples" measurement of performance. These performance measures should be revised and expanded over time as ALECs and ILECs gain more experience with interconnection and new technologies and services are introduced.

# INITIAL PERFORMANCE PARITY MEASUREMENTS

Item No.	Performance Criteria	Unit of Measure
<b>Pre-Ordering</b>		
1	Pre-Ordering Office (SPOC) Access within 20 Seconds	Percentage
2	Pre-Order Information System Availability	Percentage
3	Obtain Service Availability via a System Interface	Seconds
4	Obtain Appointment Schedule via a System Interface	Seconds
5	Obtain Customer Service Record (CSR) via a System Interface	Seconds
<b>Order Provisioning</b>		
6	Order Provisioning Office (SPOC) Access within 20 Seconds	Percentage
7	Order Provisioning Information System Availability	Percentage
8	Average Installation Interval	No. of Days
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
9	FOC Interval	No. of Hrs
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
10	Installation Commitments Met	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
11	Installation Desired Due Date Met	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
12	Installation New Service Trouble within 7-days of install	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	

This initial list of Performance Parity Measurements will have to be supplemented and expanded over time as experience with CLEC-ILEC interconnection grows and new technologies and services are introduced.

08/02/97 12:50 PM

## INITIAL PERFORMANCE PARITY MEASUREMENTS

<u>Item No.</u>	<u>Performance Criteria</u>	<u>Unit of Measure</u>
13	Installation Disconnect Commitments Met	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
14	Held Orders Compared to Total Orders Placed	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
15	Held Orders < 30-Days to Total Orders Placed	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
16	Held Orders > 90-Days to Total Orders Placed	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
17	Average Held Order Interval to Completion Date	Days
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
18	Customer Affecting Coordinated Conversion Window Violations	Percentage
<b>Maintenance/Repair</b>		
19	Maintenance/Repair Office (SPOC) Access within 20 Seconds	Percentage
20	Maintenance/Repair Information System Availability	Percentage
21	Mean-Time-To-Restore (MTTR)	Hours
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	

This initial list of Performance Parity Measurements will have to be supplemented and expanded over time as experience with CLEC-ILEC interconnection grows and new technologies and services are introduced.

08/02/97 12:50 PM

## INITIAL PERFORMANCE PARITY MEASUREMENTS

<u>Item No.</u>	<u>Performance Criteria</u>	<u>Unit of Measure</u>
22	Out-Of-Service Cleared >= 3 Hours	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
23	Out-Of-Service Cleared >= 12 Hours	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
24	Repair Commitments Met	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
25	Repeat Trouble Rate w/in 30-Days of Previous Trouble	Percentage
	DS-0	
	DS-1	
	DS-3	
	Analog Loops	
	Digital Capable Loops	
26	Hi-Cap Failure Rate: Troubles Per Installed Base	Percentage
	DS-0	
	DS-1	
	DS-3	
27	Outages Due To Loop Failure: Per 100 Lines	Percentage
	Analog Loops	
	Digital Capable Loops	
28	Status Calls According to ILEC Processes	Percentage
29	Customer Affecting Maintenance Window Violations	Percentage

### **Billing**

30	Timeliness of Usage Billing - Usage	No. of Days
31	Billing Records Delivered in Weekly Increments w/in 2-Days - Usage	Percentage
32	Respond to Billing Inquiry w/in 24-Hours	Percentage
33	Accuracy of Payphone Rating Table	Percentage
34	ILEC End User Calls Misrated by Called-To Carrier	Percentage

This initial list of Performance Parity Measurements will have to be supplemented and expanded over time as experience with CLEC-ILEC interconnection grows and new technologies and services are introduced.

## INITIAL PERFORMANCE PARITY MEASUREMENTS

<u>Item No.</u>	<u>Performance Criteria</u>	<u>Unit of Measure</u>
<b>Operator Services</b>		
35	Mean Time To Answer	Seconds
36	Mean Hold Time	Seconds
37	Call Abandonment (Hang-up)	Percentage
38	Call Blockage	Percentage
39	Average Work Time	Min. or Sec.
<b>Directory Assistance</b>		
40	Mean Time To Answer	Seconds
41	Mean Hold Time	Seconds
42	Call Abandonment (Hang-up)	Percentage
43	Call Blockage	Percentage
44	Average Work Time	Min. or Sec.
<b>Network Performance</b>		
45	Failure Frequency of Local Interconnection Trunks	Percentage
46	Calls Blocked to Calls Attempted	Percentage
	Local	
	Toll	
	Meet Point Trunks	
<b>Interconnect/Unbundled Elements/Combinations Performance</b>		
47	SS-7 A-Link Availability	Percentage
<b>Code Opening</b>		
48	NXX Loaded and Tested Prior to LERG Effective Date	Percentage
49	MTTR For NXX Troubles	Hours
<b>Emergency Service (911)</b>		
50	ALI Database Update w/in 24-Hours	Percentage
51	Selective Router Update w/in 24-Hours	Percentage
52	ALI Database Update Accuracy	Percentage
53	Selective Router Update Accuracy	Percentage
54	MSAG System Access Response Time	Seconds
<b>Directory Listings</b>		
55	Directory Listings Database Update Completion Interval	Days
56	Directory Listings Database Update w/in 24-Hours	Percentage
57	Directory Listings Electronic Interface Availability	Percentage

This initial list of Performance Parity Measurements will have to be supplemented and expanded over time as experience with CLEC-ILEC interconnection grows and new technologies and services are introduced.



**EXHIBIT NO.** \_\_\_\_\_

**DOCKET NO.: 960786-TP**

**WITNESS: Bob Gaskins**

**PARTY: Time Warner**

**DESCRIPTION:**

1. Responses to Staff's 1st Set of Interrogatories Items 1-21 - Page 1
2. Responses to Staff's 2nd Set of Interrogatories Items 22-87 - Page 53

**PROFFERING PARTY: STAFF**

**I.D. # BG-2**

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 960786-TP

COMPANY STAFF

WITNESS: STAFF

DATE 9/2/97

EXHIBIT NO. 124

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

**INTERROGATORIES:**

1. Section 271(c)(1)(a) of the Act states that a BOC meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under Section 252 specifying the terms and conditions under which the BOC is providing access and interconnection to its network facilities of one or more unaffiliated competing providers of telephone exchange service (as defined in Section 3(47)(A), but excluding exchange access) to residential and business subscribers.
  - a. What is "telephone exchange service" pursuant to this section? Please include cites to all applicable rules and a list of all services, functions, or capabilities that would be encompassed in your definition.

**ANSWER:** Telephone exchange service pursuant to this section means service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area, operated to furnish subscribers intercommunicating service of a character ordinarily furnished by a single exchange, and which is covered by the exchange service carrier, excluding services provided pursuant to subpart k of part 22 of the Federal Communications Commission's regulations (47 C.F.R. 22.901 et. seq.) and exchange access. 47 U.S.C. 153.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

- b. Has BellSouth entered into one or more binding agreements that have been approved or are pending approval pursuant to Section 252 which specify the terms and conditions by which BellSouth will provide access and interconnection to unaffiliated competing providers for the purpose of providing telephone exchange service to residential and business subscribers in Florida? If so, please identify all such agreements.

**ANSWER:** An agreement dated June 1, 1996 was entered into by and between Time Warner AXS of Florida, L.P. d/b/a Time Warner Communications and Digital Media Partners (hereinafter "Time Warner") and BellSouth Telecommunications, Inc. (hereinafter "BellSouth"). This agreement has been approved by the Florida Public Service Commission pursuant to 47 U.S.C. Section 252 and such agreement specifies the rates, terms and conditions for the interconnection of Time Warner's and BellSouth's telecommunications networks in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Time Warner has no independent knowledge or information which confirms that other such agreements have been entered into by and between BellSouth and other unaffiliated competing providers. The Florida Public Service Commission and its staff has in their possession all agreements which have been filed and approved pursuant to Section 252 between BellSouth and any other unaffiliated competing providers.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In Re:        Consideration of BellSouth  
Telecommunications, Inc.'s entry into  
InterLATA services pursuant to Section  
271 of the Federal Telecommunications  
Act of 1996**

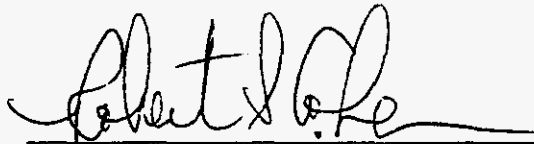
---

**Docket No. 960786-TL  
Filed: June 18, 1997**

**NOTICE OF CORRECTION OF ANSWER TO INTERROGATORY**

PLEASE TAKE NOTICE that Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications and Digital Media Partners, by and through their undersigned attorneys, hereby provide notice of a correction to Interrogatory No. 1.c. of the First Set of Interrogatories from the Staff of the Florida Public Service Commission. The corrected answer to Interrogatory No. 1.c. is attached hereto.

**RESPECTFULLY SUBMITTED** this 18<sup>th</sup> day of June, 1997.



**PETER M. DUNBAR**

**FLA. BAR NO. 146594**

**ROBERT S. COHEN**

**FLA. BAR NO. 347353**

Pennington, Culpepper, Moore,  
Wilkinson, Dunbar & Dunlap, P.A.  
Post Office Box 10095  
Tallahassee, Florida 32302-2095  
(904) 222-3533

Counsel for: Time Warner AxS of  
Florida, L.P. and Digital Media Partners

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

c. If BellSouth has entered into one or more agreements as contemplated by Section 271(c)(1)(a), is BellSouth actually providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers?

1. In order to meet the requirements of Section 271(c)(1)(a), is it necessary for BellSouth to actually be providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to residential subscribers? Please explain.

2. Are the competing providers to the agreements listed in b providing telephone exchange service to residential subscribers?

**ANSWER:** Time Warner disagrees with the BellSouth admission that it has not entered into one or more agreements as contemplated by Section 271(c)(1)(a). (BellSouth response to FIXCA's First Set of Interrogatories in this docket dated August 5, 1996).

1. Yes. An RBOC must enter into access and interconnection agreements with competing providers serving both business and residential customers either entirely over the competing providers network facilities, or predominantly over such facilities. This ensures that real, facilities-based sustainable competition can develop for all customers throughout the State. This test is met when customers actually possess, and fully-appreciate that they possess, a reasonable choice of local telephone providers, i.e., they can obtain service from a competing provider without any delay or service problems beyond the control of the competing provider.

2. Time Warner does not provide any telephone exchange service in the State of Florida at the time of the filing of these Interrogatories. Time Warner does not have sufficient information to comment on the provision of services by other companies.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

d. If BellSouth has entered into one or more agreements as contemplated by Section 271(c)(1)(a), is BellSouth actually providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to business subscribers?

1. In order to meet the requirements of Section 271(c)(1)(a), is it necessary for BellSouth to actually be providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service to business subscribers? Please explain.

2. Are the competing providers to the agreements listed in b providing telephone exchange service to business subscribers?

**ANSWER:** See answers to questions 1(c).

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

e. Section 271(c)(1)(a) of the Act states that a competing provider must provide telephone exchange service to residential and business subscribers.

1. How will BellSouth determine whether unaffiliated competing providers are actually providing telephone exchange service to residential and business subscribers?

**ANSWER:** BellSouth will have actual knowledge when it receives: (1) disconnect notices, (2) requests for interim number portability, and (3) traffic is exchanged between BellSouth and other providers pursuant to the terms of approved interconnection agreements.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

2. How should telephone exchange service provided to residential and business subscribers by competing providers be measured? (e.g., access lines, customers, etc.)

**ANSWER:** The Florida Public Service Commission is best suited to make these determinations, however, Time Warner suggests that access lines be used as the most appropriate measurement.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

1. (cont'd.)

3. Should competing providers be required to provide telephone exchange service to more than one residential subscriber and one business subscriber? Please explain and include cites to all applicable rules and statutes in your analysis.

ANSWER: See answer to 1(c) 1.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

2. How should the phrase "exclusively over their own telephone exchange service facilities" be interpreted? Please include cites to all applicable rules and statutes in your analysis.

**ANSWER:** The term "exclusively" should be given its clear and plain meaning; i.e., telephone exchange services provided over facilities solely owned and operated by a competing local exchange carrier.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

3. Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service exclusively over their own telephone exchange service exclusively over their own telephone exchange service facilities? If so, please list the carriers.

**ANSWER:** Time Warner does not have sufficient information to provide an answer to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

4. If the answer to Interrogatory 25 is yes, of the competing providers for which BellSouth has binding agreements, what percentage are currently providing telephone exchange service exclusively over their own telephone exchange service facilities?

**ANSWER:** Time Warner does not have sufficient information to provide an answer to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'.  
DOCKET NO. 960786-TL

5. Are any of the unaffiliated competing providers that BellSouth has binding agreements with providing telephone exchange service predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier? If so, please list the carriers.

**ANSWER:** Time Warner does not have sufficient information to provide an answer to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

6. If the answer to Interrogatory 27 is yes, what percentage of the competing providers that BellSouth has binding agreements with is providing telephone exchange service predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier?

**ANSWER:** Time Warner does not have sufficient information to provide an answer to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

7. How should the word "predominantly" referred to in Section 271(c)(1)(a) be defined?

**ANSWER:** The term "predominantly" should be defined to mean a portion less than all, but more than a simple majority. Time Warner believes the word "predominantly" referred to in Section 271 (c)(1)(a) is intended to encourage and ensure competition from facilities-based providers rather than merely from resellers.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. The following interrogatories address BellSouth's performance for purposes of evaluating its forthcoming request for interLATA authority under Section 271(c)(2)(B) of the Act. They specifically address the requirements for provision of interconnection to ALECs certificated in Florida, as set forth in Section 271(c)(2)(B)(i) and 47 C.F.R. 51.305.
- a. Have you requested interconnection with BellSouth?

**ANSWER:** Yes.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- b. If the answer to a. is yes, please describe the types of interconnection requested, and the terms and provisions of your interconnection agreement with BellSouth.

**ANSWER:** In a Regional Interconnection Agreement dated June 1, 1996, Time Warner and BellSouth agreed to interconnection of their networks for both local and intraLATA toll calls for business and residential customers. Specific and key terms include, without limitation, the following:

1) Term: Two (2) years from the date of the completion of the first call in any state within the BellSouth territory.

2) Rates: The delivery of Local Traffic/Intrastate Toll Traffic shall be reciprocal and compensation shall be mutual. The Parties shall pay each other \$.010 per minute of use for terminating Local Traffic on each other's networks if traffic is out of balance. There shall be four (4) calculation periods of six months each to determine traffic balances: (1) 1st 6 months of operation - no payments, mutual traffic exchange and parties to review bills for accuracy; (2) 2nd 6 month period, if traffic is out of balance by \$40,000 per month or less (net), then mutual traffic exchange; (3) 3rd 6 month period, if traffic is out of balance by \$30,000 per month or less (net), then mutual traffic exchange; (4) 4th 6 month period, if traffic is out of balance by \$20,000 per month or less (net), then mutual traffic exchange. Remainder of contract, or if contract is renewed or extended due to arbitration - no threshold.

3) Number Portability: Interim Service Provider Number Portability ("SPNP") on a reciprocal basis between networks. SPNP via remote call forwarding ("RCF") or Direct Inward Dialing ("DID"). The Parties shall provide RCF arrangements to each other at identical monthly rates. There shall be no non-recurring charges. Residential Services - \$1.15 per line, including 6 call paths; Business Service - \$2.25 per line, including 10 call paths; and each additional path - \$.50.

4) Operation Matters/Maintenance: The Parties will provide maintenance to their affected service within the following intervals: (1) 60% to 100% of service outage within a trunk group: within 1 hour; 2) 20% to 60% of service outage within a trunk group: within 4 hours; (3) 0% to 20% of service outage within a trunk group: within 8 hours.

5) Trunk Servicing: Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR"). The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR, upon review of and in response to the ordering Party's ASR, to begin the provisioning process. Service provided for in an ASR shall be installed within 14 business days of receipt of the ASR.

6) Directory Assistance: BellSouth and its Affiliates will provide directory listings information the same level of confidentiality that BellSouth affords its own directory listing information, and BellSouth shall ensure that access to Time Warner's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use the Companies' directory listings for the marketing of BellSouth's telecommunications services.

7) Directory Listings and Distribution: At no charge: Time Warner's customers (i) primary listings shall be included in the appropriate white page (residence and business listings) or alphabetical directories and directory assistance data-base; (2) Time Warner's business subscribers' listings will be included in all appropriate Yellow Pages or classified directories; and (iii) Copies of directories shall be delivered to Time Warner customers.

8) 911/E911: Time Warner and BellSouth will arrange to accept 911 calls from their customers in municipalities that subscribe to Basic 911 service; translate the 911 call to the appropriate 10-digit directory number as specified on the list provided by BellSouth and route such call to BellSouth at the appropriate tandem or end office. Where BellSouth is responsible for maintenance of the E-911 database and is compensated for maintaining Time Warner's information by the municipality, it shall not also be entitled to compensation from Time Warner for the same function. BellSouth shall provide to Time Warner at no charge an initial Master Street Address Guide and quarterly updates.

9) Indemnification/Liability: No Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement. Each Party agrees, and each assumes the obligation, to limit the liability of the other Parties to the customers of the first Party to the greatest extent permissible by law. No Party hereto shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by such Party's negligence or willful misconduct. Each Party agrees to indemnify and hold harmless the others for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- c. If the answer to a. is yes, have you received interconnection from BellSouth in the manner you requested for all locations? Please explain.

**ANSWER:** Not applicable. Time Warner is not currently providing any services in Florida, except alternative access services.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- d. Are you providing service to customers or otherwise operational? If so, please identify, by percentages, the relative proportion of residential and business customers you are serving.

**ANSWER:** No.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- e. If the response to a. is no, why have you not requested interconnection with BellSouth? Please explain your answer, and state whether you plan to request interconnection, and if possible, provide an approximate date.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- f. If the response to c. is no, please explain to the best of your knowledge, why you have not received interconnection, and identify the problems, if any. State whether you expect to obtain satisfactory interconnection arrangements and, if possible, when you expect to be operational. Also, state whether you expect that Commission intervention will be required.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

g. Have you received interconnection at all points where you have requested it?

ANSWER: Yes.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd).

- h. If the answer to g. is no, please explain why you have not received interconnection at all points where you have requested it and identify the problems, if any.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- i. If the answer to g. is no, and to the extent not previously answered, do you expect your request(s) for interconnection to be provided at each point that has been requested, without Commission intervention? If so, when do you expect that to occur?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- j. Please explain your understanding of the requirement that BellSouth provide interconnection at a level of quality at least equal to that which it provides itself, a subsidiary, and affiliate, or any other party, in Section 51.305 of the FCC's Rules. Please include in your explanation a description of the technical criteria and service standards that you believe or know that BellSouth uses within its own network, and which you believe are applicable to your requested interconnection arrangement(s).

**ANSWER:** Time Warner understands the requirement that BellSouth provide interconnection at a level of quality at least equal to that which it provides itself or its affiliate to mean absolute parity without deviation. To date, Time Warner has been unsuccessful in its attempts to negotiate performance standards with BellSouth. Time Warner believes it would be appropriate for BellSouth to provide technical criteria and service standards which would be applicable to Time Warner's requested interconnection arrangements.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- k. To the best of your knowledge, are you receiving requested interconnection at a level of quality at least equal to that which BellSouth is providing itself or to others?

**ANSWER:** Time Warner is not yet operational in the State of Florida and, therefore, this interrogatory is not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

1. If the answer to k. is no, please explain in detail why you believe this is the case. To the extent necessary, do you expect to resolve this without Commission intervention? If so, when?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- m. Have you requested interconnection that is either superior to or inferior to that which BellSouth provides itself?

**ANSWER:** No.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- m. Have you requested interconnection that is either superior to or inferior to that which BellSouth provides itself?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- n. If the answer to m. is yes, please explain the nature of your request, how it differs from the quality of service BellSouth provides to itself or its affiliates, and whether it has been provided in the manner requested.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- o. If the answer to m. is no, please explain the reasons, to the best of your knowledge, why it has not been provided according to your request. Do you expect to resolve this without Commission intervention? If so, when?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

- p. Has BellSouth complied with the provisioning period(s) specified in your agreement?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

8. (cont'd.)

q. If the answer to p. is no, please explain in detail why you believe this is the case.

1. Do you expect to resolve this without Commission intervention? If so, when?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

9. Section 271(c)(2)(B)(ii) of the Telecommunications Act of 1996 requires nondiscriminatory access to network elements in accordance with the requirements of Sections 251(c)(3) and 252(d)(1). Please define "nondiscriminatory access to network elements" as used in Section 271(c)(2)(B)(ii).

**ANSWER:** "Non-discriminatory access to network elements" means provision of unbundled functionalities at the same rates, terms and conditions by BellSouth to all competing providers; such rates, terms and conditions being equal to those BellSouth provides itself or its affiliates.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

10. Have you requested, from BellSouth, access to unbundled network elements (UNEs) as defined by the FCC and FPSC Orders?
- a. If the answer is yes, please list the following information:
1. each element requested; and
  2. the point of interconnection requested for each element.

ANSWER: No.

- a. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

11. Is BellSouth currently providing, you with access to UNEs at any technically feasible point in accordance with the requirements of Section 251(c)(3) of the Telecommunications Act of 1996 and pursuant to 271(c)(2)(B)(ii) and applicable rules promulgated by the FCC and FPSC Orders?
- a. If yes, please list the following information:
1. each element being provided by BellSouth;
  2. the point of interconnection being provided for each element;
  3. the rate being charged for each element;
  4. the reason(s) why any element requested from BellSouth was not provided;  
and
  5. the reason(s) why the point of interconnection requested from BellSouth was not provided.

**ANSWER:** No.

- a. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

12. For each UNE identified in your response to Interrogatory 33 a., please list all of the UNE's features, functions and capabilities.
- a. Are all the features, functions, and capabilities listed being provided in accordance with 47 C.F.R. 51.307?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

12. (cont'd.)

- b. If the answer to a. is no, please provide the reason(s) why all the features, functions, and capabilities listed are not being provided in accordance with 47 C.F.R. 51.307?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

13. Are the UNEs identified in Interrogatory 33.a.1. at least equal in quality to that which BellSouth provides to itself?
- a. If the answer is no, is the quality at a level specifically provisioned in your Company's interconnection agreement with BellSouth?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

13. (cont'd.)

- b. If the answer to a. is no, please explain the reason why BellSouth has varied the level of quality.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

14. Define "quality of access" as it relates to UNEs.

- a. Is the quality of access to UNEs being provided, at least equal in quality to that which BellSouth provides to itself?
- b. If the answer to a. is not in the affirmative, is the quality of access to UNEs at a level specifically provisioned in your Company's interconnection agreement with BellSouth?

**ANSWER:** The term "quality of access" means the provision of unbundled network elements in a manner and to a standard equal to that which is technically feasible and in no circumstances less than the standard pursuant to which BellSouth provides access to itself or its affiliates.

- a. Not applicable.
- b. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

14. (cont'd.)

- c. If the answer to b. is no, please explain reason(s) why BellSouth has varied the level of quality.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

15. Has your Company made any written or verbal complaints to BellSouth regarding the provision of UNEs or quality of access to such elements? Please provide detailed information regarding each verbal and written complaint made to BellSouth by your Company, including, but not limited to:
- a. explanation of the complaint;
  - b. BellSouth's response to the complainant; and
  - c. the resolution, if any, of the complaint.

ANSWER: No.

- a. Not applicable.
- b. Not applicable.
- c. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

16. Section 271(c)(2)(B)(xiv) requires access or interconnection provided or generally offered by BellSouth to ensure that telecommunications services are available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3). Has your company requested from BellSouth any telecommunications services for resale pursuant to 251(c)(4) of the Act. If so, please provide the following information.

a. List all telecommunications services your company has requested from BellSouth.

**ANSWER:** No.

a. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

16. (cont'd.)

b. List all telecommunications services that BellSouth has provided to your company.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

16. (cont'd.)

- c. Please identify the wholesale discount for each telecommunications service listed in b.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

16. (cont'd.)

- d. Please identify any conditions or limitations as contemplated by Section 251(c)(4)(B) that BellSouth has imposed on any service identified in a. and b.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

16. (cont'd.)

- e. Please explain why you believe BellSouth has imposed each condition or limitation identified in d.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

17. Has your company expressed any complaints or concerns to BellSouth about how it provides resold telecommunications services pursuant to Section 251(c)(4)? If so, please provide the following information.
- a. an explanation of the nature of each complaint or concern; and
  - b. whether the complaint or concern has been resolved. If so, how. If not, why not.

ANSWER: No.

- a. Not applicable.
- b. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

18. Has BellSouth refused to offer any telecommunications service for resale pursuant to 251(c)(4)? If so, please provide the following information:
- a. a list of the telecommunications services that BellSouth has refused to provide; and
  - b. an explanation as to why BellSouth has refused to offer the telecommunications services listed in a.

**ANSWER:** No.

- a. Not applicable.
- b. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

19. Do you believe the wholesale rates identified in 38.c. comply with the pricing structure of 252(d)(3)? Please explain why or why not.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

20. Can BellSouth comply with 271(c)(2)(B)(xiv) if it provides resale at negotiated wholesale rates or does BellSouth have to provide resale at Florida Public Service Commission established wholesale rates? Please explain your response.

**ANSWER:** BellSouth must provide resale at the wholesale rates established by the Florida Public Service Commission. Section 271(c)(2)(B)(xiv) refers to Section 251(c)(4) and to Section 252(d)(3). Section 251(c)(4) generally requires BellSouth to offer for resale at wholesale rates any telecommunications services that it provides to its retail customers; not telecommunications carriers. Section 252(d)(3) requires the Florida Public Service Commission to "determine wholesale rates on the basis of retail rates charged to subscribers for the telecommunications services requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier". In order to be in compliance with Section 271, therefore, BellSouth must offer a wholesale discount for resale consistent with the Florida Public Service Commission's Order establishing the wholesale rate discount.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 THROUGH 21) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER COMMUNICATIONS  
AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

21. Since Section 251(c)(4) doesn't reference Section 252, does the language in 252(a)(1) that allows BellSouth to enter into a binding agreement with another telecommunications carrier without regard to the standards set forth in subsections (b) and (c) of Section 251 allow BellSouth to negotiate a wholesale rate that is different than what the state commission establishes pursuant to 252(d)(3)? If so, please explain your reasoning.

**ANSWER:** Yes. It would seem improbable, however, that a competing provider would negotiate a lower discount rate than that ordered by the Commission. If for some reason, BellSouth negotiated a higher rate with a competing provider, this higher rate must be made available to all other competing providers. It would seem equally improbable that BellSouth would offer a higher rate of discount until facilities-based competition exists and the market necessitates a more competitive discount.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Consideration of	]	DOCKET NO. 960786-TL
BellSouth Telecommunications,	]	
Inc.'s entry into InterLATA	]	
services pursuant to Section 271	]	DATED: MAY 29, 1997
of the Federal	]	
Telecommunications Act of 1996.	]	

---

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 - 87)  
TO TIME WARNER AxS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'

---

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, The Staff of the Florida Public Service Commission, by and through its undersigned attorney, hereby serves the Second Set of Interrogatories (Nos. 22 through 87) to Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications and Digital Media Partners'. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Rules of Civil Procedure, and within the time period set out in Order No. PSC-96-0945-PCO-TL.

Provide the name, address and relationship to the Company of each person providing answers to the following inquiries and identify which question (s) each person answered.

**DEFINITIONS**

"You", "your", "Company" or "Time Warner" refers to Time Warner AxS of Florida, L.P. d/b/a Time Warner Communications and Digital Media Partners', their employees and authorized agents.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:

(a) With respect to a person, to state the person's name, address and business relationship (e .g ., "employee") to the Company;

(b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

**INTERROGATORIES:**

22. Section 271(c)(1)(B) states that a Bell operating company meets the requirements of this subparagraph if, after 10 months after the date of enactment of the Telecommunications Act of 1996, no such provider has requested the access and interconnection described in subparagraph (A) before the date which is 3 months before the date the company makes its application under subsection (d)(1), and a statement of the terms and conditions that the company generally offers to provide such access and interconnection has been approved or permitted to take effect by the State commission under Section 252(f). For purposes of this subparagraph, a Bell operating company shall be considered not to have received any request for access and interconnection if the State commission of such State certifies that the only provider or providers making such a request have (i) failed to negotiate in good faith as required by Section 252, or (ii) violated the terms of an agreement approved under Section 252 by the provider's failure to comply, within a reasonable period of time, with the implementation schedule contained in such agreement.
- a. Have you requested access and interconnection as described in subparagraph 271(c)(1)(A)?

**ANSWER:** Yes.

**Note:** Unless otherwise designated, the agent answering these second set of interrogatories (Nos. 22-87) for Time Warner AxS of Florida, L.P. D/B/A Time Warner Communications and Digital Media Partners' ("Time Warner") is Carolyn M. Marek, Vice President of Regulatory Affairs for the South-east Region, PO Box 210706, Nashville, Tennessee 37221.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

22. (Cont'd.)

- b. Can BellSouth obtain interLATA authority pursuant to Section 271 (c) (1) (B)?  
Please explain.

**ANSWER:** Under 47 U.S.C. §271(c)(1)(A), BellSouth can seek to comply with the Track B requirements in 47 U.S.C. §271(c)(1)(B) only if the requirements of Track A are not met because competitive local exchange providers have not requested interconnection. BellSouth is not given a choice of pursuing either Track A or Track B at its option. Given the intent of the Telecommunications Act of 1996, 47 U.S.C. 151, *et seq.*, (the "Act"), Congress has clearly mandated that Track A be pursued since it results from the creation of facilities-based competition. Only the in-action of competitive providers permits BellSouth to pursue Track B. Since competitive providers have sought interconnection with BellSouth under Track A, the statement under Track B is unavailable to BellSouth in Florida. Under the express terms of the Act, since BellSouth has received a request for access and interconnection by competing providers, BellSouth must pursue Track A compliance, including reaching and implementing an interconnection agreement with a facilities-based carrier in order to satisfy §271. It may not pursue Track B in these circumstances. Only if no request for interconnection has been made, or an agreement reached within the time frame prescribed by §271, may a Bell Operating Company proceed under Track B to obtain permission from the State Commission to provide access and interconnection telecommunications services by filing a Statement of Generally Available Terms. In Florida, BellSouth has received numerous requests for interconnection by competing providers of local exchange service, such as AT&T, MCI, Sprint and Time Warner, within the time frame prescribed by §271. BellSouth has actually entered into interconnection agreements, pursuant to which, facilities-based local exchange services are being provided to business customers.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

22. (cont'd.)

- c. Can BellSouth obtain interLATA authority by complying with the requirement of Section 271 by combining portions of 271 (c) (1) (A) and (B) ? Please explain your reasoning for your response.

**ANSWER:** Time Warner submits that the requirements of §271(c)(1)(A) and (B) are by their terms mutually exclusive. Section 271(c)(1)(B) clearly demonstrates that only if BellSouth has not entered into a binding interconnection agreement with one or more unaffiliated local exchange competitors, or has not been requested to do so by one or more competitive carriers, can BellSouth proceed to file a Statement of Generally Available Terms as a means of demonstrating that it has complied with §271. There is no authority which remotely suggests that a combination of these two sections is permissible to meet the test of competition.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

23. Have you requested local loop transmission between the central office and the end user's premises that is unbundled from local switching or other services from BellSouth, pursuant to 271 (c) (2) (B) (iii) and applicable rules promulgated by the FCC?
- a. If yes, has BellSouth provided the local loop transmission between the central office and the end user's premises, unbundled from local switching or other services, pursuant to 271 (c) (2) (B) (iii) and applicable rules promulgated by the FCC?

ANSWER: No.

- a. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

24. If BellSouth is providing unbundled local loop transmission, is the quality of the service equal to the standards set forth in the contract? If not, please explain.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

25. If you are receiving unbundled local loop transmission from BellSouth, have you made any complaints to BellSouth regarding the provision of such service? If so, provide detailed information regarding each complaint made to BellSouth, including, but not limited to:
- a. description of the complaint;
  - b. BellSouth's response to the complaint; and
  - c. the resolution, if any, of the complaint

**ANSWER:**

- a. Not applicable.
- b. Not applicable.
- c. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

26. If BellSouth has not provided the requested unbundled local loop transmission pursuant to 271(c) (2) (B) (iii) and applicable rules promulgated by the FCC, then explain what reasons BellSouth has given for not providing the requested service.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

27. Section 271(c) (2) (B) (v) requires access or interconnection provided or generally offered by BellSouth to ensure that local transport is unbundled from the trunk side of a wireline local exchange carrier switch from switching or other services.
- a. Please provide a diagram and explanation of local transport as contemplated by Section 271 (c) (2) (B) (v).

**ANSWER:**

- a. See attachment 27(a).

**WITNESS:** John Hinkle, Director of Switch Engineering. Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

27. Section 271(c) (2) (B) (v) requires access or interconnection provided or generally offered by BellSouth to ensure that local transport is unbundled from the trunk side of a wireline local exchange carrier switch from switching or other services.
- a. Please provide a diagram and explanation of local transport as contemplated by Section 271 (c) (2) (B) (v).

**ANSWER:**

- a. Time Warner interprets this provision of the Act to mean that BellSouth is obliged to unbundle the trunk side of their switch to allow competing providers to purchase 1) loops, 2) PBX trunks, and 3) trunks at various speeds (i.e, DS1, DS3, etc.) for transport between a competitor's switch and a BellSouth switch and a BellSouth switch, allowing access to the BellSouth switched network.

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

27. (cont'd. )

- c. Identify the rate that BellSouth charged for the provision of unbundled local transport.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

27. (cont'd.)

- d. Was the rate identified in c. provided via negotiation, arbitration or tariff? If the rate was provided via negotiation or arbitration, please answer the following questions.
1. Has the agreement been filed with the Commission? If so, identify the docket number associated with the agreement?
  2. Has the agreement been approved by the Commission?

ANSWER: Not applicable.

1. Not applicable.
2. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

28. Section 271 (c) (2) (B) of the Act states that in order for a BOC to meet the requirements of this subparagraph, the BOC must provide access or interconnection to other communications carriers, and such access or interconnection should include Section 271 (c) (2) (B) (vi). Section 271 (c) (2) (B) (vi) of the Act states that such access or interconnection should include local switching unbundled from transport, local loop transmission, or other services.

- a. Please define the following pursuant to Section 271 (c) (2) (B) (vi) :
  - 1. Local switching unbundled from transport.
  - 2. Local loop transmission.
  - 3. Other services.

ANSWER:

- a.1. The in-office switching of exchange service and exchange access traffic.
- a.2. Non-switched transmission between a central office and the customer's location. The customer's location may be the premises of another telecommunications carrier.
- a.3. Unbundled elements which may be reasonably required and requested to facilitate interconnection and provisioning of services by alternative local exchange carriers.

WITNESS: John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

28. (cont'd.)

- b. Is BellSouth providing the following to other communications carriers pursuant to Section 271 (c) (2) (B) (vi) :
1. Unbundled local switching unbundled from transport?
  2. Unbundled local loop transmission?
  3. Unbundled other services?

**ANSWER:**

- b.3. BellSouth does not provide any of these services to Time Warner. Time Warner is without sufficient information to answer this interrogatory as it may pertain to other communications carriers.

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

28. (cont'd.)

c. What elements, functions, and/or capabilities constitute the following pursuant to  
Section 271 (c) (2) (B) (vi) :

1. Unbundled local switching unbundled from transport?
2. Unbundled local loop transmission?
3. Unbundled other services.

**ANSWER:**

c.3. See answer to Interrogatory 28(a).

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner  
Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

28. (cont'd.)

d. Is BellSouth providing the following to other communications carriers as promulgated by the FCC's rules:

1. Unbundled local switching unbundled from transport?
2. Unbundled local loop transmission?
3. Unbundled other services?

**ANSWER:**

- d.3. Time Warner is without sufficient knowledge or information to answer this interrogatory.

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

29. Section 271 (c) (2) (B) (vii) requires nondiscriminatory access to 911 and E911 services, directory assistance services to allow other telecommunications carrier's customers to obtain telephone numbers, and operator call completion services. Please define "nondiscriminatory access" as used in Section 271 (c) (2) (B) (vii).

ANSWER: "Non-discriminatory access" is access equal to that provided by BellSouth to itself, an affiliate, a subsidiary, or any other competing provider of telecommunications services.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

30. Have you requested access to 911 and E911 services from BellSouth?

ANSWER: Yes.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

31. Is BellSouth currently providing you access to 911 and E911 services?

**ANSWER:** No. Time Warner is not currently providing telecommunications services under its interconnection agreement with BellSouth.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

32. If you have requested access to 911 and E911 services and are not currently receiving access to 911 and E911 services from BellSouth, please explain.

ANSWER: See answer to Interrogatory 31.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

33. Have you requested access to directory assistance services from BellSouth?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

34. Is BellSouth currently providing you with access to directory assistance services?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

35. If you have requested access to directory assistance services from BellSouth and are not currently receiving access to directory assistance services from BellSouth, please explain.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

36. Have you requested access to operator call completion services from BellSouth?

**ANSWER:** No.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

37. Is BellSouth currently providing you with access to operator call completion services?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

38. If you have requested access to operator call completion services from BellSouth and are not currently receiving, from BellSouth, access to operator call completion services, please explain.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

39. Section 271 (C) (2) (B) (viii) and the rules promulgated by the FCC, require BellSouth to provide white page directory listings for customers of other telecommunications carrier's telephone exchange service.
- a. Under the terms of your agreement with BellSouth with respect to white page directory listings, were you required to execute an additional agreement with BellSouth's publishing affiliate, BellSouth Advertising & Publishing Corporation, ( BAPCO)?

**ANSWER:** Yes.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

39. (cont'd)

- b. If the answer to a. is affirmative, have you executed the additional agreement with BAPCO? If not, explain why not and identify the problems, if any.

**ANSWER:** Yes.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

40. Have you submitted white page directory listings to BellSouth for inclusion in the appropriate white page directory (ies) of Bell South?

**Answer:** No.

- a. If the answer to the above is affirmative, have you also provided updates to the listings submitted to BellSouth, including new, changed, and deleted listings? If so, have you experienced any problems updating your white page directory listings database with BellSouth?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

41. Have your white page directory listings been published by BAPCO in any of BellSouth's directories? If so, identify the directory (ies) in which your white page directory listings appear (by town or city).

**Answer:** No.

- a. If the answer to the above is affirmative, were the white page directory listings published in accordance with your agreement? If not, explain why not and identify the problems, if any.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

42. Has BellSouth included all of your white page directory listings in the appropriate white pages or alphabetical directories?

a. If not, please explain why not and identify the problems, if any.

ANSWER: Not applicable.

a. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

43. Have you requested BellSouth to deliver its directories to your subscribers? If so, has BellSouth complied? Please explain.

ANSWER: Yes. Time Warner has requested that BellSouth deliver its directories to its subscribers after it becomes operational. To date, Time Warner has not become operational.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

44. Please explain your understanding of how BellSouth incorporates ( or plans to incorporate) your white page directory listings into BellSouth's database.
- a. What database does BellSouth use to incorporate your white page directory listings?

**ANSWER:** Pursuant to agreement, BellSouth is obligated to incorporate Time Warner's white page directory listings into the BAPCO database. The agreement between Time Warner and BAPCO, approved by the Florida Public Service Commission, speaks for itself.

- a. BAPCO database.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

44. ( cont'd. )

c. What does BellSouth charge you to maintain the database identified in a.?

**ANSWER:** The agreement does not contemplate a charge to maintain the database. The agreement entered into by and between Time Warner and BAPCO which has been approved by the Florida Public Service Commission speaks for itself.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

45. Have you agreed with BellSouth on the appropriate lead time, timeliness, format, and content of listing information to be provided to BellSouth for publication of your white page directory listings?
- a. If the answer to the above is affirmative, please provide the lead time, timeliness, format, and content of listing information that you have agreed upon in your signed agreement.

**ANSWER:** No.

- a. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

45. (cont'd)

- c. If the answer to the above is not affirmative, explain why not and identify the problems, if any.

**ANSWER:** To date, Time Warner has not been successful in negotiating performance intervals/standards with BellSouth.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

46. Has BellSouth provided you with a magnetic tape or computer disk containing the proper format for submitting subscriber listings?
- a. If so, explain why not and identify the problems, if any.

**ANSWER:** No.

- a. Time Warner has received a hard copy format, but not an electronic format.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

46. (cont'd)

b. If not, is the format for submitting subscriber listings an industry-accepted format?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

46. (cont'd)

c. If the answer to b. is affirmative, identify, define, and describe the format used.

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

47. Does BellSouth distinguish your white page directory listings from its white page directory listings in BellSouth's directories or databases?
- a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and whether you agreed to allow BellSouth to distinguish between them.

**ANSWER:** Time Warner is aware that BellSouth distinguishes its white page directory listings from BellSouth's white page directory listings and BellSouth's directories for internal administrative purposes only. Time Warner is not aware, however, of any distinction in BellSouth's databases.

- a. See answer above.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

48. Does BAPCO distinguish your white page directory listings in any way from BellSouth's white page directory listings in BellSouth ( BAPCO ) directories or databases?
- a. If so, please explain how your white page directory listings are distinguished from BellSouth's white page directory listings, and explain whether you agreed to allow BAPCO to distinguish between them.

**ANSWER:** For the purposes of answering this interrogatory, Time Warner assumes that BAPCO and BellSouth are the same entity. See answer to Interrogatory 47.

- a. See answer to Interrogatory 47(a).

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

49. Does BellSouth charge you for submitting white page directory listings? If so, how much are you charged for this service?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

50. Do you believe BellSouth and BAPCO have afforded the same level of confidentiality to your white page directory listing information as BellSouth and BAPCO affords to its own directory listing information?

a. If not, explain why not and identify any problems.

**ANSWER:** Time Warner is not yet operational in the State of Florida. Time Warner understands the intent of its agreement with BAPCO that BAPCO will afford the same level of confidentiality to Time Warner's white page directory listing information as BellSouth and BAPCO affords to its own directory listing information.

a. See answer above.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

51. Have you asked BellSouth to provide additional and/or optional white page directory listings?
- a. If so, has BellSouth provided the additional and/or optional white page directory listings requested? If not, explain why not and identify the problems, if any.

**ANSWER:** No.

- a. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

52. How does BellSouth handle your non-published telephone numbers?

**ANSWER:** Time Warner has not requested non-published telephone numbers from BellSouth.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

53. Have you expressed any complaints or concerns to BellSouth regarding BellSouth's publishing of your white page directory listings information? If so, provide the following information:
- a. Identify each complaint or concern, and provide an explanation of the nature of the complaint or concern.

ANSWER: No.

- a. Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

53. (cont'd.)

b. Has the complaint or concern identified in a. been resolved? If not, explain why not. If so, explain how the complaint or concern was resolved.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

54. Section 271 (c) (2) (B) (ix) and the rules promulgated by the FCC, require that BellSouth provide access to telephone numbers for assignment to the other telecommunication carrier's telephone exchange customers. Have you requested access to telephone numbers for assignment to your telephone exchange customers from BellSouth?

a. If so, please provide the following information:

1. the dates the request was made; and
2. the date BellSouth fulfilled the request

**ANSWER:** Yes.

- a) Code 210 - Date of NXX Code Assignment: 1/10/96  
Date request made: 1/3/96; Date of Receipt: 1/10/96  
Date of Response: 1/10/96; Effective Date: 3/1/96
- b) Code 215 - Date of NXX Code Assignment: 3/28/96  
Date request made: 3/19/96; Date of Receipt: 3/22/96  
Date of Response: 3/29/96; Effective Date: 6/1/96
- c) Code 217 - Date of NXX Code Assignment: 3/28/96  
Date request made: 3/19/96; Date of Receipt: 3/22/96  
Date of Response: 3/29/96; Effective Date: 6/1/96
- d) Code 705 - Date of NXX Code Assignment: 7/22/96  
Date request made: 7/19/96; Date of Receipt: 7/22/96  
Date of Response: 7/22/96; Test Ready Date: 9/8/96  
Effective Date: 9/25/96
- e) Code 703 - Date of NXX Code Assignment: 7/22/96  
Date request made: 7/19/96; Date of Receipt: 7/22/96  
Date of Response: 7/22/96; Test Ready Date: 9/8/96  
Effective Date: 9/25/96



- f) Code 707 - Date of NXX Code Assignment: 7/22/96  
Date request made: 7/19/96; Date of Receipt: 7/22/96  
Date of Response: 7/22/96; Test Ready Date: 9/8/96  
Effective Date: 9/25/96
- g) Code 708 - Date of NHXX Code Assignment: 7/22/96  
Date request made: 7/19/96; Date of Receipt: 7/22/96  
Date of Response: 7/22/96; Test Ready Date: 9/8/96  
Effective Date: 9/25/96
- h) Code 205 - Date of NXX Code Assignment: 11/4/96  
Date request made: 7/31/96; Date of Receipt: 11/1/96  
Date of Response: 11/4/96; Effective Date: 1/6/97
- i) Code 360 - Date of NXX Code Assignment: 10/4/96  
Date request made: 7/31/96; Date of Receipt: 10/1/96  
Date of Response: 10/4/96; Effective Date: 12/6/96
- j) Code 473 - Date of NXX Code Assignment: 9/3/96  
Date request made: 7/31/96; Date of Receipt: 9/3/96  
Date of Response: 9/3/96; Effective Date: 10/7/96
- k) Code 209 - Date of NXX Code Assignment: 1/3/97  
Date request made: 12/16/96; Date of Receipt: 1/2/97  
Date of Response: 1/3/97; Test Ready Date: 2/22/97  
Effective Date: 3/10/97

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

55. Do you believe BellSouth has provided you or other competing providers access to telephone numbers that is identical to the access that BellSouth provides to itself.

- a. If not, please explain, in detail, how you believe the access to the telephone numbers differ.

ANSWER: Yes.

- a. Not applicable.

WITNESS: John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

56. Have you requested access to telephone numbers for assignment to your telephone exchange customers that BellSouth could not provide?

- a. If so, please provide a detailed explanation why BellSouth could not or did not fulfill the request.

ANSWER: No.

- a. Not applicable.

WITNESS: John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

57. Did BellSouth charge you a fee for assignment or use of central office codes?

a. If yes, what is the amount of the fee?

ANSWER: No.

a. Not applicable.

WITNESS: John Hinkle, Director of Switch Engineering, Time Warner  
Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

58. Have you lodged any written or verbal complaints regarding the provision of access to telephone numbers?

- a. If so, please provide the following information for each complaint:
1. the name of the entity you filed the complaint with;
  2. the details of the complaint, including the date filed; and
  3. the resolution, if any, of the complaint, including the date resolved.

**ANSWER:** No.

- a.1. Not applicable.
- a.2. Not applicable.
- a.3. Not applicable.

**WITNESS:** John Hinkle, Director of Switch Engineering, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

59. Section 271 (c) (2) (B) (x) and the rules promulgated by the FCC require nondiscriminatory access to databases necessary for call routing and completion.

- a. Please define nondiscriminatory access to databases necessary for call routing and completion as used in Section 271 (c) (2) (B) (x).

**ANSWER:** Non-discriminatory access to databases necessary for call routing and completion is the same access BellSouth provides to itself, its affiliates, and/or subsidiaries as well as to any other competing provider.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

59. (cont'd.)

- b. Have you made any requests for access to databases necessary for call routing and completion?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

59. (cont'd. )

- c. If the answer to b. is yes, please provide the following information for each entity that has requested access to databases necessary for call routing and completion.
1. the name of the entity who made the request;
  2. each database the entity has requested access to; and
  3. when access was requested for each database.

**ANSWER:**

- c.1. Not applicable.
- c.2. Not applicable.
- c.3. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

60. Rule 51.319 (e) (2) (iii), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that have purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth.

- a. If you purchase local switching capability from BellSouth and you have requested access to its databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319 (e) (2) (iii), C.F.R.?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

60. (cont'd.)

- c. If the answer to a. is no, identify each database for which access was not provided in accordance with 51.319 (e) (2) (iii), C.F.R and explain why access was not provided in each instance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

61. Rule 51.319 (e) (2) (iv), C.F.R. requires BellSouth to allow a requesting telecommunications carrier that has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows the requesting carrier to provide any call-related, database-supported services to customers served by the requesting telecommunications carrier's switch.
- a. If you have deployed your own switch and you have requested access to BellSouth's databases necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319 (e) (2) (iv), C.F.R?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

61. (cont'd.)

- b. If the answer to a. is no, identify each database for which access was not provided in accordance with 51.319 (e) (2) (iv), C.F.R. and explain why access was not provided in each instance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

62. Rule 51.319 (e) (2) (vi) requires BellSouth to provide a requesting telecommunications carrier with access to call-related databases in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those databases it is currently providing access to you?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

63. Section 271 (c) (2) (B) (x) and the rules promulgated by the FCC require nondiscriminatory access to associated signaling necessary for call routing and completion.
- a. Please define nondiscriminatory access to associated signaling necessary for call routing and completion as used in Section 271 (c) (2) (B) (x).

**ANSWER:** "Non-discriminatory access to associated signaling necessary for call routing and completion" is the same access BellSouth provides to itself, its affiliates, and/or subsidiaries as well as to any other competing provider.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

63. (cont'd.)

b. Have you requested access to signaling networks necessary for call routing and completion from BellSouth?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

63. (cont'd.)

- c. If the answer to b. is yes, please provide the following information:
1. each signaling network for which you have requested access; and
  2. When access was requested for each signaling network.

**ANSWER:**

- c.1. Not applicable.
- c.2. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

64. Rule 51.319 (e) (1) (ii), C.F.R. requires that when a requesting telecommunications carrier purchases unbundled switching capability from BellSouth, that BellSouth will provide access to its signaling network from that switch in the same manner in which BellSouth obtains such access itself.
- a. If you purchase unbundled switching capability from BellSouth and you have requested access to signaling networks necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319 (e) (ii) , C.F.R.?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

64. (cont'd.)

- b. If the answer to a. is no, identify each signaling network that access was not provided in accordance with 51.319. (e) (1) (ii), C.F.R. and explain why access was not provided in each instance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

65. Rule 51.319 (e) (1) (iii), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with its own switch facilities access to BellSouth's signaling network for each of the requesting telecommunications carrier's switches. This rule also indicates that this connection shall be made in the same manner as BellSouth connects one of its own switches to a signal transfer point.
- a. If your company has deployed its own switch and your company has requested access to BellSouth's signaling network necessary for call routing and completion, has BellSouth provided such access in accordance with 51.319 (e) (1) (iii), C. F. R.?

**ANSWER:** Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

65. (cont'd.)

- b. If the answer to (a) is no, identify each database that access was not provided in accordance with 51.319 (e) (1) (iii), C.F.R. and explain why access was not provided in each instance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

66. Does your company interpret the competitive checklist item ( x) of Section 271 (c) (2) (B) of the Telecommunications Act of 1996 to include requirements listed in 51.319 (e) (3), C.F.R., for System Management Systems? Please explain.

**ANSWER:** Yes. Such systems are essential to the provisioning of local switching services to residential and business customers and, therefore, these systems should be included as part of the checklist items.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

67. FCC rule 51.319 (e) (3) (B) requires BellSouth to provide a requesting telecommunications carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

- a. Has your company made any requests for information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

67. (cont'd.)

- b. If the answer to question a. is yes, has BellSouth provided the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

67 (cont'd.)

c. If the answer to question b. is no, please explain why this information was not provided.

**ANSWER:** Not applicable. Time Warner is not yet operational in the State of Florida.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

68. Rule 51.319 (e) (3) (C), C.F.R. requires BellSouth to provide a requesting telecommunications carrier the same access to design, create, test, and deploy Advanced Intelligent Network-based service at the service management system, through a service creation environment that BellSouth provides itself.

- a. Have you requested access to design, create, test or deploy Advanced Intelligent Network-based service at the service management system?

ANSWER: No.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

68. (cont'd.)

- b. If the answer to question a. is yes, has BellSouth provided the same access to design, create, test and deploy Advanced Intelligent Network-based service at the service management system, through a service creation environment, the BellSouth provides itself.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

68. (cont'd.)

- c. If the answer to question b. is no, please explain in detail why you believe BellSouth has not provided the same access.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

69. Rule 51.319 (e) (3) (E), C.F.R. requires BellSouth to provide a requesting telecommunications carrier with access to service management systems in a manner that complies with Section 222 of the Telecommunications Act of 1996. Is BellSouth complying with Section 222 of the Telecommunications Act of 1996 regarding privacy of customer information for those service management systems it is currently providing access to you?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

70. Section 271 (c) (2) (B) (xi) requires that until the date by which the Commission issues regulations pursuant to Section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, be provided with as little impairment of functioning, quality, reliability, and convenience as possible.

a. Have you requested number portability service from BellSouth pursuant to 271 (c) (B) (xi)? If so, please provide the following information:

1. the date you requested this service;
2. the type of number portability measures BellSouth uses to provide number portability to your company;
3. the discount rate for BellSouth charges for number portability; and
4. any conditions or limitations that BellSouth has imposed on the service identified in (b).

**ANSWER:** No. Time Warner has, however, negotiated the terms and conditions for the provision of the interim number of portability upon request.

a.1. Not applicable.

a.2. The Florida Public Service Commission, in Docket No. 950737-TP, issued a Final Order related to the cost of interim number of portability. In that Order, the Commission ordered that each carrier bear its own cost related to interim number portability.

a.3. Based upon the Order of the Florida Public Service Commission, there is no discounted rate.

- a.4. Service Provider Number Portability-Direct Inward Dial ("SPNP-DID") must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities may not be mixed with any other type of trunk groups, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dial sent paid calls will be completed to the first number of a SPNP-DID number group, however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

71. Have you expressed any complaints or concerns to BellSouth about how it provides number portability pursuant to 271 (c) (2) (B) (xi) ? If so, please provide the following information:
- a. an explanation of the nature of the complaint or concern; and
  - b. whether the complaint or concern has been resolved. If so, how. If not, why not.

**ANSWER:** No. Time Warner is not yet operational in the State of Florida.

- a. Not applicable.
- b. Not applicable.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

72. Has BellSouth refused to provide you with number portability pursuant to 271 (c) (2) (B) (xi)? If so, please provide the following information:

a. the reason or reasons why BellSouth has refused to provide you with number portability;

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

73. Section 271 (c) (2) (B) (xii) requires nondiscriminatory access to services or information necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of Section 251 (b) (3).

a. Please define "nondiscriminatory access" as used in this section of the Act.

**ANSWER:** See responses to Interrogatories No. 59a and 63a.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

74. Refer to Section 251 (b) (3) of the Act. This section of the act concludes that each telecommunications carrier has the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays. According to Section 3 (15) of the Act, dialing parity means "that a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications services provider of the customer's designation from among 2 or more telecommunications services providers ( including such local exchange carrier)."
- a. Based on the Act's definition of dialing parity, to your knowledge, has BellSouth provided local dialing parity to competing providers of telephone exchange service? If so, list the competing carriers.

**ANSWER:** Time Warner does not have sufficient information to respond to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

74. (cont'd. )

- b. Based on the Act's definition of dialing parity, has BellSouth, to your knowledge, provided local dialing parity to competing provider to telephone toll service? If so, list the competing carriers.

**ANSWER:** Time Warner does not have sufficient information to respond to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

75. In FCC Order 96-333, the FCC's Second Report and Order issued August 8, 1996, the FCC concluded that Section 251 (b) (3) requires LECs to provide dialing parity to providers of telephone exchange or toll service with respect to all telecommunications services that require dialing to route a call and encompasses international, interstate, intrastate, local and toll services.

a. Has Bell South complied with this requirement in terms of encompassing international, interstate, intrastate, local and toll services? If not, explain in detail how BellSouth is not in compliance.

ANSWER: Time Warner does not have sufficient information to respond to this interrogatory.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

75. (cont'd.)

b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

76. Utilizing the full 2-PIC presubscription method as required by FCC Order 96-333, has BellSouth completed its implementation of intraLATA and interLATA toll dialing parity in Florida?
- a. If not, explain in detail the status, including the anticipated completion date, of BellSouth's implementation of intraLATA and interLATA toll dialing parity in Florida.

**ANSWER:** Time Warner does not have sufficient information to respond to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

77. Rule 51.217 (c) (1), C.F.R. provides that a LEC shall permit competing providers to have access to telephone numbers that are identical to the access that the LEC provides to itself.

a. Has BellSouth complied with the requirements of this portion of the FCC's rules?

**ANSWER:** See answer to Interrogatory 55a. Time Warner does not have sufficient information to respond to this interrogatory as it might apply to other competing providers.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

77. (cont'd. )

b. If not, explain in detail how BellSouth is not in compliance.

ANSWER: See answer to Interrogatory 77a.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

77. (cont'd.)

c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

**ANSWER:** Time Warner is not operational in the State of Florida. Time Warner has no experience upon which to base an answer to this interrogatory.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

78. Rule 51.217 (c) (2), C.F.R provides that a LEC must permit telephone service customers to connect to the operator services offered by that customer's chosen local service provider by dialing "O", or "O" plus the desired telephone number, regardless of the identity of the customer's local telephone service provider.
- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

ANSWER: See answer to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

78. (cont'd.)

b. If your answer to part a. is yes, explain detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

79. FCC Rule 51.217 (c) (3) (i) provides that a LEC shall permit competing providers to have access to its directory assistance services so that any customer of a competing provider can obtain directory listings, except for unlisted numbers, on a nondiscriminatory basis, notwithstanding the identity of the customer's local service provider, or the identity of the provider for the customer whose listing is requested. The Order (FCC-333) at page 14 concludes that nondiscriminatory access to directory assistance means that LECs that provide directory assistance must permit access to this service to competing providers that is at least equal in quality to the access that the LEC provides to itself.
- a. Has BellSouth complied with the requirements of this portion of the FCC's rules and Order? If not, explain in detail how BellSouth is not in compliance.

**ANSWER:** See response to Interrogatory 77c.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

79. (cont'd.)

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules and Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

80. Rule 51.217 (c) (3) (ii), C.F.R. provides that a LEC shall provide directory listings to competing providers in readily accessible magnetic tape or electronic formats in a timely fashion upon request.

- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

ANSWER: See response to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

80. (cont'd.)

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

81. Rule 51.217 (c) (3) (iii), C.F.R. provides that a LEC shall not provide access to unlisted telephone numbers, or other information that its customer has asked the LEC not to make available. The LEC shall ensure that access is permitted only to the same directory information that is available to its own directory assistance customers.

a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

ANSWER: See answer to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

81. (cont'd.)

b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

82. Rule 51.217 (c) (3) (iv), C.F.R. provides that operator services and directory assistance services must be made available to competing providers in their entirety, including access to any adjunct features ( e.g., rating tables or customer information databases ) necessary to allow competing providers full use of these services.
- a. Has BellSouth complied with the requirements of this portion of the FCC's rules? If not, explain in detail how BellSouth is not in compliance.

ANSWER: See response to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

82. (cont'd.)

- b. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

83. Rule 51.217 (d), C.F.R provides that the refusal of a LEC to comply with the reasonable request of a competing provider that the LEC rebrand its operator services and directory assistance, or remove its brand from such service, creates a presumption that the providing LEC is unlawfully restricting access to its operator services and directory assistance.

a. Has BellSouth complied with the requirements of this portion of the FCC's rules?

ANSWER: See response to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

83. (cont'd)

- b. If your answer to part a. is yes, has BellSouth rebutted this presumption by demonstrating that it lacks the capability to comply with the competing provider's request? If yes, explain in detail why BellSouth lacks the capability to comply with the competing provider's request.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

83. (cont'd. )

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's rules. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

84. The FCC's Order at Paragraph 15 concludes that Section 251 (b) (3)'s requirement of nondiscriminatory access and its prohibition of unreasonable dialing delays applies to both the provision of local and toll dialing parity. Also, it concludes that the dialing delay experienced by customers of a competing provider should not be greater than that experienced by customers of a LEC providing dialing parity or nondiscriminatory access, for identical calls or call types.
- a. Has BellSouth complied with the requirements of this portion of the FCC's Order?

ANSWER: See response to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

84. (cont'd.)

b. If no to part a., explain in detail how BellSouth is not in compliance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

84. (cont'd.)

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

85. The FCC's Order at Paragraph 15 concludes that the obligation of Section 251 (b) (3) of the Act, to avoid unreasonable dialing delays, places a duty on LECs that provide dialing parity, or nondiscriminatory access to operator services or directory assistance, to process all calls from competing providers on the same terms as calls from its own customers.
- a. Has BellSouth complied with the requirements of this portion of the FCC's Order?

ANSWER: See response to Interrogatory 77c.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

85. (cont'd.)

b. If no to part a., explain in detail how BellSouth is not in compliance.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast  
Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

85. (cont'd.)

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the FCC's Order. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

86. Section 271 (c) (2) (B) (xii) states the access and interconnection provided or generally offered by BellSouth meets the requirements of this subsection if such access and interconnection includes nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of Section 251 (b) (3).

a. Has BellSouth complied with the requirements of this section?

**ANSWER:** See response to Interrogatory 77c.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

86. (cont'd.)

b. If the answer to part a. is no, explain in detail how BellSouth is not in compliance?

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

86. (cont'd.)

- c. If your answer to part a. is yes, explain in detail how BellSouth has complied with this portion of the Act. If BellSouth relies on an existing agreement as support for compliance, identify the specific agreement.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. Section 251 (b) (5) defines the ILEC's responsibilities with respect to reciprocal compensation as the duty to establish such arrangements for the transport and termination of telecommunications. Section 271 (c) (2) (B) (xiii) requires that access offered by BellSouth include reciprocal compensation arrangements in accordance with the requirements of Section 252 (d) (2), the pricing standards for transport and termination of traffic. The following interrogatories address the extent to which BST has complied with the requirements of Section 252 (d) (2) which require that the terms and conditions for reciprocal compensation be just and reasonable.

- a. Have you requested transport and termination arrangements from BST?

ANSWER: Yes.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.



STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. (cont'd.)

- b. If the answer to a. is affirmative, state whether you provide wireline or wireless service, or both, and state whether you are certificated in the state of Florida.

ANSWER: Time Warner is a certificated provider in the State of Florida and intends to provide wireline services; not wireless services.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. (cont'd.)

- c. If the answer to a. is affirmative, state whether you have established transport and termination arrangements pursuant to an arbitrated or negotiated agreement, and whether you are operating pursuant to the terms and conditions of that agreement.

**ANSWER:** Time Warner has negotiated an agreement to provide transport and termination arrangements, however, Time Warner is not yet operational in the State of Florida and is not operating pursuant to the terms of the agreement.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. d. If the answer to c. is affirmative, identify the rate for transport and termination established in your agreement, and describe the terms and conditions for reciprocal compensation in your agreement.

**ANSWER:** See response to Interrogatory 8b of Time Warner's responses to the First Set of Interrogatories propounded by the Staff in this proceeding.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. (cont'd.)

- e. If the answer to c. is affirmative, state whether the terms and conditions for reciprocal compensation in that agreement adequately provide for recovery of the additional costs associated with the transport and termination of BST's calls on your network.

ANSWER: Yes.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. (cont'd. )

- f. If the answer to e. is not affirmative, explain why you believe that the terms and conditions for reciprocal compensation in that agreement do not provide for the recovery of the additional costs associated with the transport and termination of BST's calls on your network.

ANSWER: Not applicable.

WITNESS: Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

STAFF'S SECOND SET OF INTERROGATORIES (NOS. 22 THROUGH 87) TO  
TIME WARNER AXS OF FLORIDA, L.P. D/B/A TIME WARNER  
COMMUNICATIONS AND DIGITAL MEDIA PARTNERS'  
DOCKET NO. 960786-TL

87. (cont'd.)

- g. Do you believe the terms and conditions for reciprocal compensation as contained in your agreements are just and reasonable? Please explain.

**ANSWER:** Time Warner is uncertain whether the terms and conditions for reciprocal compensation contained in the agreement with BellSouth are just and reasonable. Since the execution of the agreement, a multitude of interconnection issues have been resolved by Order of the Federal Communications Commission and arbitration awards of the Florida Public Service Commission. Time Warner has not been provided currently available cost studies or other financial information critical to this determination.

**WITNESS:** Carolyn M. Marek, Vice President of Regulatory Affairs for the Southeast Region, Time Warner Communications.

ORIGINAL  
FILE COPY

**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR  
INTERCONNECTION, UNBUNDLING AND RESALE  
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF  
FLORIDA**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Florida Public Service Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Companies. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Alternative Local Exchange Companies. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

- A. ALEC means an alternative local exchange company certificated by the Florida Public Service Commission to offer and/or provide local telecommunications services in Florida.
- B. Commission means the Florida Public Service Commission.
- C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

**I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i))**

BellSouth provides ALECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

- A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a

DOCUMENT NUMBER-DATE

09270 SEP 11 5

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 960786-12 EXHIBIT NO. 125  
COMPANY/BS  
WITNESS: 9/3/97  
DATE

LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for tandem switch.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II. below.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each company will report to the other a Percentage Local Usage ("PLU")<sup>1</sup>. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and the ALEC shall update the PLU.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to an ALEC for termination on the ALEC's network, if BellSouth cannot determine because of the manner in which the ALEC has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the ALEC can provide sufficient information for BellSouth to determine whether said traffic is local or

---

<sup>1</sup> Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.



toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that an ALEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ALEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the ALEC's connection of its end user to a local end user of another ALEC where both ALECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment A.

6. Mutual Provision of Access Service. When BellSouth and an ALEC provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing<sup>2</sup> system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and ALEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section I.A. above.

2. Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate

---

<sup>2</sup> Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If an ALEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses an ALEC as an interexchange carrier on a 10XXX basis, BellSouth will charge the ALEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC end user's presubscribed interexchange carrier or if the ALEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, the ALEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent an ALEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

7. 800 Access Screening. Should an ALEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The ALEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. below. The ALEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Detailed guidelines for collocation are set out in BellSouth's Handbook for Collocation.

D. Trunk Groups. BellSouth and an ALEC shall establish trunk groups between interconnecting facilities. Trunks may be one way or two way. Local and intraLATA

way trunks. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the quarterly bill.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with ALECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XV. below.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to ALECs will be at least equal in quality to what it provides to itself, where technically feasible, and any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, technical requirements and quality measures provided to ALECs. Section 14.4 of Attachment C is particularly applicable to interconnection. Performance measures are available as set out in Attachment L. See Section XVI. below.

J. Ordering and Provisioning Guidelines. BellSouth provides interconnection ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide. See Section XV. below.

**II. Access To Unbundled Network Elements (47 U.S.C. § 251(c)(3), 252(d) and §§ 271(c)(2)(B)(ii). See also Statement Sections (iv),(v), (vi) and (x).**

BellSouth provides ALECs access to unbundled elements of BellSouth's network on the following terms:

A. Bona Fide Request Process. BellSouth offers a Bona Fide Request Process, as set out in Attachment B. That process includes procedures and timelines for promptly addressing and resolving requests for additional facilities, and pricing. CLECs may use the bona fide request process to assure prompt resolution of any requests.

B. Available Network Elements. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV. below.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V. below.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI. below.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X. below.

5. Operations Support Systems. BellSouth provides ALECs unbundled access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Service Ordering. Pre-service ordering allows ALECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date and validate a street address for service order purposes and, upon provision of a blanket letter of authorization to BellSouth, to obtain customer service record information as applicable to the service being ordered.

b. Service Ordering and Local Account Maintenance. Service ordering and local account maintenance provides the ALEC order entry functions, including supplements, and the capability to establish directory listings.

c. Provisioning. Provisioning information available to ALECs includes firm order confirmation and completions.

d. Service Trouble Reporting and Repair. Service trouble reporting and repair allows ALECs to report and monitor service troubles and obtain repair services. BellSouth provides ALECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides ALECs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ALECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E below. Access to the Line Information Database is discussed in Section X.A.3.a. below.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows ALECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows an ALEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers.

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following operational support systems functions: pre-service ordering, service ordering and provisioning, trouble reporting, and customer usage data. Customized interfaces are available through the bona fide request process. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, product and service availability, due date information, and, upon Commission approval of confidentiality protections, to customer service record information. Access is provided through the Local Exchange Navigation System (LENS), which provides a real-time, interactive interface to BellSouth databases.

b. Ordering and Provisioning. BellSouth provides ALECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking System (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through

LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

c. Trouble Reporting. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers ALECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.

d. Billable Usage Information. BellSouth provides ALECs electronic files containing billable usage associated with resold exchange lines, unbundled ports, and ported telephone numbers.

7. Collocation. Collocation allows ALECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network element as described in Section II. below. BellSouth will provide physical collocation for ALEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. ALECs may interconnect with other ALECs collocated in the same BellSouth central office. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation. See Section XV. below.

C. Availability of Additional Network Elements. BellSouth makes additional network elements available through the bona fide request process described in Attachment B.

D. Rates. Rates for the unbundled network elements described above are set out in Attachment A. Special construction charges as set forth in BellSouth's Intrastate Special Access Tariff may apply.

E. Quality of Network Elements. BellSouth provides CLECs with all the unbundled network elements described in this section, and access to those unbundled network elements, that is at least equal in quality to that which BellSouth provides itself where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements.

F. CLEC-Combined Network Elements.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements in any manner to provide telecommunications services. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops to CLEC collocation spaces, as part of the network element offering at no additional charge. Additional services desired by CLECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLEC-combined BellSouth unbundled network elements are provided as part of the network element offering at no additional charge. Additional software modifications requested by CLECs for new features or services may be obtained through the bona fide request process.

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

### **III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))**

BellSouth provides non-discriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide ALECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to ALECs upon receiving a bona fide request for access and ALEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. BellSouth and ALECs may reserve pole, duct, conduit and rights of way capacity to meet future and emergency needs under the same conditions, time periods and terms.

### **IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c) (2)(B)(iv))**

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths from the central office to the customer's premises. BellSouth provides a variety of local loop configurations. These loops include 2-wire and 4-wire voice grade analog, 2-wire Asymmetrical Digital Subscriber Line, 2-wire and 4-wire High-bit-rate Digital Subscriber Line, 2-wire ISDN, and 4-wire DS-1 digital grade.



B. Local Loop components. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Media. Loop distribution media are various types of transmission media (twisted copper pair, coaxial cable or optical cable) between the Network Interface Device at the customer's premises and a terminating device typically located in a remote terminal that is closer to the customer than is the central office.
2. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to an ALEC's collocated space. BellSouth provides 2-wire and 4-wire cross connects as well as DS1 and DS3 cross connects.
3. Loop Concentration Systems. Loop concentration systems aggregate and disaggregate signals transmitted over local loops.
4. Network Interface Device. The Network Interface Device ("NID") is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It is essentially a cross-connect device used to connect loop facilities to inside wiring. Generally, the NID is a box on the side of the customer's premises. Where the NID has excess capacity, the ALEC may use existing NID capacity to serve the end user. Where the NID does not have sufficient excess capacity, a NID-to-NID connection must be established. Any party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

C. Rates. Rates for local loops and sub-loop elements are set out in Attachment A.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including local loops and sub-loop elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Ordering and Provisioning. BellSouth provides local loop and sub-loop element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.



**V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))**

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common local transport from the trunk side of its central office switches over a variety of transport media unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and ALEC facilities. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to ALECS unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Additional Options. BellSouth makes additional transport elements available through the bona fide request process described in Attachment B.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. BellSouth provides ALECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including transport elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides local transport ordering and provisioning services to ALECs that are equal to the ordering and provisioning services

BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local transport elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

**VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))**

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Switching. BellSouth offers all the functionality of its local switches to ALECs unbundled from transport, local loop transmission and other services. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local switch functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features. It also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Local Switching Options. BellSouth offers the following local switch options:

- a. 2-wire and 4-wire analog ports.
- b. 2-wire ISDN ports.
- c. 4-wire ISDN DS-1 ports.
- d. 2-Wire DID ports.
- e. Additional Options. BellSouth makes additional switching elements available through the bona fide request process set out in Attachment B.

2. Selective Routing. Selective routing to an ALEC's desired platform using Line Class Codes is available on an interim basis as discussed in Section X.A.3.E. below.

B. Rates. Rates for unbundled local switching services are set out in Attachment A. Specific vertical features associated with a port must be individually ordered.

C. Quality of Network Elements. BellSouth provides ALECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to

ALEC access to BellSouth unbundled network elements including local switching elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides ordering and provisioning services for local switching to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

**VII. Nondiscriminatory Access to (I) 911/E911 Emergency Network (47 U.S.C. § 251(c)(3) and § 271(c)(2)(B)(vii)(I); Regulations, §§ 901(J),(K)(2)); (II) Directory Assistance Services (§ 271(c)(2)(B)(vii)(II) and § 251(c)(3)); and (III) Operator Call Completion Services (§ 271(c)(2)(B)(vii)(III) and 251(c)(3))**

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides ALECs equal access to 911/E911 service and for ALECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.
2. Equal Access. An ALEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.
3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to an ALEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The ALEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The ALEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, an ALEC will be required to install a minimum of two dedicated trunks originating from the ALEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. The ALEC will be required to provide BellSouth daily updates to the E911 database. An ALEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the ALEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ALECs beyond applicable charges for BellSouth trunking arrangements.

6. 911/E911 Databases. BellSouth will load ALEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that ALEC end-user information is available at the same time and manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and ALECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides ALECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes ALEC subscriber listings in BellSouth's directory assistance databases at no charge. ALECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, ALEC and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides ALECs and their subscribers access to its unbranded directory assistance service. ALEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the ALEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers ALECs the following access options

on the same terms as they are currently offered to other telecommunications providers:

- a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.
  - b. Direct Access Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.
  - c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.
3. Selective Routing for ALEC Provision of Directory Assistance Services. BellSouth provides ALECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting ALEC's directory service platform for provision of ALEC directory assistance services. BellSouth also provides selective routing to a BellSouth platform for BellSouth provision of ALEC-branded directory assistance. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. Possible limits on branding due to the potential exhaustion of line class codes are discussed in Section X.A.3.e. below.
4. Rates. Rates for Directory Assistance Services are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to ALECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and ALEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.
2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to ALECs.
3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.
4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to

transfer specially formatted messages among companies. BellSouth will offer ALECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing For ALEC-Branded Operator Call Completion Services. BellSouth provides ALECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting ALEC's operator services platform for provision of ALEC operator call completion services. BellSouth also provides selective routing to a BellSouth platform for BellSouth provision of ALEC-branded operator call completion service. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. Possible limits on branding due to the potential exhaustion of line class codes are discussed in Section X.A.3.e. below.

6. Rates. Rates for Operator Call Completion Services are set out in Attachment A.

#### **VIII. White Pages Directory Listings For ALEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))**

BellSouth provides ALECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include ALEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ALEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALECs or their subscribers provided that the ALEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting ALEC Subscriber Information. BellSouth will provide to ALECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the Local Interconnection and Facilities Based Ordering Guide. See Section XV.

D. Unlisted Subscribers. ALECs will be required to provide to BellSouth the names, addresses and telephone numbers of all ALEC customers that wish to be omitted from directories.

E. Inclusion of ALEC Customers in Directory Assistance Database. BellSouth will include and maintain ALEC subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ALECs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. ALEC subscriber listings and information will be migrated as is upon a change of service provider.

F. Listing Information Confidentiality. BellSouth will accord an ALEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to an ALEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to ALEC subscribers at no charge.

**IX. Nondiscriminatory Access to Telephone Numbers For ALEC Customers (47 U.S.C. § 251(b)(3) and § 271((c)(2)(B)(ix))**

A. Non-Discriminatory Access. BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Statement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth ensures that ALECs, whether facilities-based or reseller have nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. An ALEC will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. BellSouth's procedures for providing access to telephone numbers in Georgia has been filed with the Commission.

B. Future Numbering Plan. When BellSouth is no longer the North American Numbering Plan administrator, BellSouth will comply with the final and nonappealable guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

**X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))**

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers ALECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between ALEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is a SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. ALECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter ALEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow ALEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.



d. Advanced Intelligent Network. BellSouth offers ALECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows ALECs to provide AIN services from either BellSouth switches or their own. It also allows ALECs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. ALECs will have the same access to SCE/SMS as BellSouth.

e. Selective Routing. Selective routing allows ALECs purchasing unbundled BellSouth local switching and reselling BellSouth local exchange service under Section XIV. to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to an ALEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide ALEC-branded services on behalf of the ALEC. This allows ALEC-branding of services such as operator, directory assistance or repair services. Selective routing is provided through the use of line class codes, which are subject to exhaustion.

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides signaling and signaling database element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning signaling and signaling database services are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including signaling and signaling databases.

E. Local Exchange Routing Guide. BellSouth will input the NXXs assigned to an ALEC into the Local Exchange Routing Guide ("LERG").

F. 800 Query Rates. Rates for an ALEC to use BellSouth's 800 database for query purposes only, are set out in Attachment A.

## **XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))**

Until an industry-wide permanent solution can be achieved, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to an ALEC to retain the same telephone number(s) under the following terms:

- A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement which allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.
- B. Quality of Service. BellSouth will provide number portability to ALECs and their customers with minimum impairment of functionality, quality, reliability and convenience.
- C. Methods of Providing Number Portability. Number portability is available through either remote call forwarding or direct inward dialing trunks, at the election of the ALEC. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the ALEC switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services. Remote call forwarding and similar solutions may not be used to avoid intraLaATA toll charges. Detailed guidelines for the provision of number portability are set out in Attachment G.
- D. Rates. Rates for service provider number portability are set out in Attachment A.
- E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.
- F. Permanent Solution. The FCC, the Commission and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums.

## **XII. Dialing Parity (47 U.S.C. § 251(b)(3) and § 271(c)(2)(B)(xii))**

BellSouth provides local dialing parity including the following:

- A. Local Dialing Parity. Local dialing parity means that ALEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, ALEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

## **XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))**

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and ALEC networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A. These rates are cost-based.

**XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))**

BellSouth provides retail telecommunications services for resale by ALECs under the following terms:

A. Retail services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers. Retail services include grandfathered services, LinkUp/Lifeline services, contract service arrangements, and N11/911/E911 services.

B. Discounts. Retail services are available at discounts as ordered by the Commission. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices except that, pursuant to Commission directive, discounts do not apply to the following service:

1. Short-term Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Applicable Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of offering that are contained in BellSouth's existing retail tariffs. Pursuant to the Commission's orders, the following specific tariff conditions are applicable as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.
2. Residential Services. Residential services may not be resold to non-residential subscribers.

3. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. ALECs must discount LinkUp/Lifeline services by at least the same percentage as that currently provided by BellSouth.

4. N11/911/E911. N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 service to ALECs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable an ALEC to have 911 call routing to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides ALECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide ALECs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with ALEC Customers. When interacting with ALEC resale customers on behalf of an ALEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ALEC customers with BellSouth customers. BellSouth will use generic leave behind cards with ALEC customers at no charge. BellSouth will use ALEC-branded leave behind cards provided that ALEC-branded leave behind cards are the same size as BellSouth cards, that the ALEC compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

G. Transfer of BellSouth Customers. BellSouth will implement ALEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ALEC. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to an ALEC or from one ALEC to another. BellSouth will notify affected ALECs that it has implemented such requests. In the case of a customer terminating service from an ALEC, BellSouth will notify the ALEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. An ALEC must, however, provide proof of authorization upon request.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service

provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

I. Primary Interexchange Carrier Selection. BellSouth will implement PIC change requests from interexchange carriers for ALEC local service subscribers only if requested to do so by the ALEC providing the subscriber's local service.

J. Notice of Changes Affecting Resold Services. BellSouth provides ALECs reselling BellSouth retail services with forth-five (45) days notice of price changes and a minimum of forthy-five (45) days notice of changes to resold service(s). BellSouth will not be liable for modifying or withdrawing any retail service after notification to ALECs. BellSouth will notify ALECs of any such changes at the earliest possible time.

K. Customer of Record. The ALEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the ALEC for all services.

L. Single Point of Contact. The ALEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the ALEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the ALEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with ALEC end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the Resale Ordering Guide. See Section XV.

N. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide ALEC-resold services will be maintained by BellSouth. An ALEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. ALEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

Q. Discontinuing ALEC End User Service. BellSouth will discontinue service provided to ALEC resale end user customers as follows:

1. Where possible, BellSouth will deny service to an ALEC's end user on behalf of, and at the request of, the ALEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the ALEC.
2. At the request of an ALEC, BellSouth will disconnect an ALEC end user customer.
3. ALEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. An ALEC is solely responsible for notifying the end user of the proposed service disconnection.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise an ALEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the ALEC and/or the end user against any claim, loss or damage arising from providing this information to the ALEC. It is the responsibility of the ALEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to an ALEC. The procedures for discontinuing service to an ALEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by an ALEC of the rules and regulations contained in BellSouth's tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the ALEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the ALEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the ALEC to receive notices of noncompliance, discontinue the provision of existing services to the ALEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the ALEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the ALEC's services will be discontinued. Upon discontinuance of service on an ALEC's account, service to the ALEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the ALEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

S. Deposits. BellSouth may require an ALEC to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the ALEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that an ALEC defaults on its account, service to the ALEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the ALEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the ALEC by the accrual date.

## **XV. Ordering Guides and Collocation Handbook**



A. Ordering Guides and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in three separate manuals attached to and incorporated in this Statement. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that ALECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to conform to ALEC needs, systems developments and changes to and improvements in administrative procedures upon reasonable notice to the Commission and the parties utilizing this Statement. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat ALECs in a non-discriminatory manner. ALECs that wish to cement in place a particular administrative approach set out in a manual may pursue that request under the bona fide request process.

1. Local Interconnection and Facility Based Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection and facilities from BellSouth.
2. Resale Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering resale services from BellSouth.
3. Handbook for Collocation. This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth.

## **XVI. Performance Measures**

A. Performance Measures. BellSouth provides ALECs with various performance measures as set out in Attachment I. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide ALECs information and performance targets that provide one method for ALECs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment L makes performance measures and underlying information reports available in five areas: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, and (5) Account Maintenance.

B. Additional Measures. Additional performance measures and reports may be developed through the bona fide request process described in Attachment B.

## **XVII. Network Design and Management (47 U.S.C. § 251(c)(5))**



A. Network Management and Changes. BellSouth will work cooperatively with an ALEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with an ALEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to an ALEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with an ALEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each ALEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide an ALEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

## **XVIII. Taxes**

A. Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise)

imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

**B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

**C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.**

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of

such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**E. Mutual Cooperation.**

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

**XIX. Auditing Procedures**

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the ALEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate ALEC traffic terminated by BellSouth over the same facilities, an ALEC will be required to provide a projected Percentage Interstate Usage ("PIU")<sup>3</sup> to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the ALEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. ALEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by an ALEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The ALEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the ALEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

## **XX. Liability and Indemnification**

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ALEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor an ALEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and an ALEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor an ALEC shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and

---

<sup>3</sup>Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and an ALEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No liability for Certain Inaccurate Data. Neither BellSouth nor an ALEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

## **XXI. Intellectual Property Rights and Indemnification**

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. An ALEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

## **XXII. Treatment of Proprietary and Confidential Information**

A. Confidential Information. It may be necessary for BellSouth and an ALEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the ALEC shall receive such Information and not disclose such Information. BellSouth and the ALEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the ALEC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the ALEC will use the same standard of care to

protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the ALEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the ALEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

### **XXIII. Notices**

A. Notices in Writing. Every notice, consent, approval, or other communications required or contemplated by this Statement shall be in writing and shall be delivered in person or given by postage prepaid mail to such address as the intended recipient previously shall have designated by written notice to the other party.

B. Certified Mail. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Statement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.