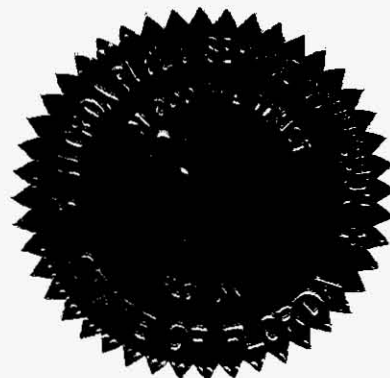


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of

DOCKET NO. 971140-TP

Motions of AT&T Communications of
the Southern States, Inc. and MCI
Telecommunications Corporation and:
MCI Metro Access Transmission
Services, Inc. to compel
BellSouth Telecommunications,
Inc. to comply with Order PSC-
96-1579-FOF-TP and to set non-
recurring charges for combinations:
of network elements with BellSouth:
Telecommunications, Inc.
pursuant to their agreement



VOLUME 6

Pages 677 through 802

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN JULIA L. JOHNSON
COMMISSIONER J. TERRY DEASON
COMMISSIONER SUSAN F. CLARK
COMMISSIONER JOE GARCIA
COMMISSIONER E. LEON JACOBS, JR.

DATE: Wednesday, March 11, 1998

TIME: Commenced at 9:30 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
H. RUTHE POTAMI, CSR, RPR
Official Commission Reporters

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

03278 MAR 17 98

FFC-RECORDS/REPORTING

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MISCELLANEOUS

ITEM

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

2 (Transcript follows in sequence from
3 Volume 5.)

4 - - - - -

5 **CHAIRMAN JOHNSON:** We'll go back on the
6 record.

7 **MR. HATCH:** Believe it or not, I hope to
8 wrap this up fairly quickly.

9 - - - - -

10 **JERRY HENDRIX**
11 continues his testimony under oath from Volume 5.

12 CONTINUED CROSS EXAMINATION

13 **BY MR. HATCH:**

14 Q Mr. Hendrix, are you familiar with a feature
15 in BellSouth's switches called long distance call
16 waiting?

17 A I've heard of the feature. I'm not closely
18 associated with it or have any other knowledge beyond
19 knowing about it.

20 Q Are you part of a core team with BellSouth
21 that meet biweekly with AT&T to work on issues related
22 to implementation of AT&T's contract with BellSouth?

23 A Yes, and there's a meeting going on right
24 now.

25 Q Isn't it correct that one of the issues that

1 is involved in the core team currently is the issue of
2 long distance call waiting?

3 A That is one of the features among many
4 features. You all have requested really that we
5 provide you features on a switch-by-switch basis, so
6 it would be included among those other features.

7 Q Long distance call waiting is not a tariffed
8 service, is it?

9 A I cannot speak for certain. I don't believe
10 it is. I'm just not sure.

11 Q Is it tariffed in Kentucky?

12 A I honestly do not know. That's on the
13 retail side of the house, and my focus is mainly
14 wholesale, so I do not know, but I've heard of the
15 feature, but I do not know if it's a tariffed service.

16 Q Do you know whether BellSouth offers under
17 tariff stand-alone 900 call blocking?

18 A I don't believe it is offered, and I believe
19 we responded to AT&T making them aware that we were
20 doing further research on the segment -- on being able
21 to segment 900 and 976 type blocking, and I believe it
22 is some requirement in the switch and may be an AT&T
23 switch -- I'm just not sure -- that did not allow that
24 to happen. But that is an issue that's been talked
25 about and other research done as a result of the core

1 team meetings.

2 Q In those core team meetings, conjunction
3 with those core team meetings, is that where BellSouth
4 is contemplating alternatives to collocation to
5 effectuate the 8th Circuit's ruling that CLECs must
6 combine elements themselves?

7 A No. The purpose of the core team is really
8 not to work issues. The purpose of the core team is
9 to review where we are on various issues and then
10 determine what are the appropriate steps to actually
11 take. So the issue would actually be worked in other
12 groups and through other SMEs, but working the issues
13 is not a part of the core team function.

14 COMMISSIONER DEASON: Excuse me. Are you
15 saying "core team" or --

16 WITNESS HENDRIX: C-O-R-E.

17 COMMISSIONER DEASON: C-O-R-E?

18 WITNESS HENDRIX: That is correct.

19 Q (By Mr. Hatch) I believe earlier you
20 mentioned in the course of your testimony a glue
21 charge. What is your understanding of the glue
22 charge?

23 A A glue charge is -- it was really funny how
24 that came up. But a glue charge is a charge that you
25 would assess your customers, your carrier customers,

1 CLEC customers in this case, for putting together
2 elements. And as I mentioned, that glue charge should
3 reflect market prices and, you know, what the market
4 is willing to pay for such a function.

5 Q When did the glue charge come up? Do you
6 recall?

7 A It may have been mentioned in the
8 8th Circuit opinion. I think it may have been
9 mentioned there first, and, you know, as the industry
10 would do, we took it on.

11 Q That glue charge postdates the effective
12 date of the AT&T/BellSouth contract by at least a
13 couple of months then, doesn't it?

14 A Perhaps it does. Within BellSouth we had
15 called it simply putting elements together prior to
16 that time. And so, you know, with a catchy phrase or
17 catchy term like "glue," we just decided to adopt it.

18 Q Is the glue charge a recurring charge or a
19 nonrecurring charge?

20 A It could be both. I do not know. And that
21 would differ by customers, and as Mr. Varner
22 mentioned, there are some customers that are
23 interested in talking with us about this function. So
24 it would differ by customer, depending on what the
25 customer's markets plans are, the segment they are

1 planning to address, and what their needs are. So it
2 could be both.

3 Q Why would there be a recurring glue charge?
4 What function would that charge serve?

5 A It depends on what the customer is wanting.
6 Perhaps the customer is not wanting to staff up for
7 maintenance purposes, and usually with such a charge
8 it would serve to eliminate much of the up-front
9 costs, or a large portion of the up-front costs, where
10 you're able to spread it over a given period. So the
11 structure of that charge as well as the level is
12 dependent on the customer.

13 There actually is no standard. It's you
14 working with the customer to determine what is
15 appropriate for that customer.

16 Q Well, correct me if I'm wrong. I think you
17 just said that the glue charge could be related to
18 ongoing maintenance and so forth if the customer did
19 not want to do that. Would that be that correct? Is
20 that what you said?

21 A If the customer didn't wanted to incur the
22 costs of staffing up or doing anything else that would
23 cause him to incur those costs. So as I mentioned,
24 the structure is dependent on whatever the customer's
25 needs are.

1 Q The glue charged really is described in the
2 context of describing unbundled network elements; is
3 that correct?

4 A That is part of it; and as I mentioned, the
5 other part dependent on what the customer is needing
6 and what the customer is wanting you to actually do
7 for that charge. But we've referenced it and used it
8 here to serve that function, but it could be something
9 more than just that function.

10 Q Now, when AT&T purchases unbundled network
11 elements, doesn't BellSouth, as a matter of course
12 pursuant to those unbundled network element prices, do
13 the maintenance and so forth and the upkeep of the
14 systems or the functionality that's provided as
15 unbundled network elements?

16 A As a -- normally, yes, I would agree, and if
17 you're tying that to the glue charge, you know, as I
18 mentioned, to try to associate that with the
19 maintenance that may be under the agreement for the
20 UNES with what would happen under a glue charge, you
21 can't do that, because it is what the customer is
22 wanting you to actually do, and you simply entered
23 into an agreement to do those functions.

24 Q Now, you talked earlier about the risk that
25 was discussed by the 8th Circuit Court. What is your

1 understanding of the court's use of the term "risk"?

2 A The court's term of -- I'm sorry -- the
3 court's use of the word "risk," if you read the
4 8th Circuit's opinion, it's pretty much focused on the
5 ALEC, but there is a risk from the BellSouth
6 standpoint, also; and I get into -- I got into a lot
7 of that in my depo.

8 The risk of revenues, that would be at risk;
9 the risk of some stranded plant or nonusable plant.
10 And the court mentioned the capital outlay for the
11 ALEC customer. It mentioned, you know, other costs
12 that the ALEC customer would likely incur.

13 Q Now, let's sort of take those one at a time.
14 Just assume for the following series of questions that
15 AT&T purchases unbundled network elements at unbundled
16 network element prices. Just for our hypothetical, it
17 won't be treated as a resale service.

18 What is the risk to BellSouth's revenues
19 when AT&T does that?

20 A Well, the risk to the revenues, of course,
21 would be the difference in the retail price and the
22 wholesale price. So there is a difference, and it is
23 assumed that the cost savings, since you're no longer
24 having to perform those functions, would in essence
25 not change the bottom line, the net number. So the

1 risk would be the difference in the wholesale and
2 retail price.

3 Q Isn't that a risk inherent in any
4 competitive market when your customer goes to another
5 provider of service?

6 A For the most part, I would agree.

7 Q Let's talk about stranded plant. What
8 stranded plant would there be when AT&T purchases
9 unbundled network elements at network element prices?

10 A To try to encapsulate that, I would say
11 perhaps biting off more than you can chew at the time,
12 wherein you've actually purchased from BellSouth the
13 unbundled elements and not being able to use those and
14 BellSouth not being able to use those to service other
15 customers. That is a risk.

16 How likely of a risk that is, I do not know,
17 but it is a risk given certain areas where you may
18 have exhaust or you may be moving towards exhaust in a
19 given office.

20 Q Now, could you define stranded plant for me,
21 please?

22 A Stranded plant is plant that is unusable,
23 that is simply lying idle without any use.

24 Q Would it be fair say that stranded plant
25 would be plant that is not currently being used and

1 cannot be used to generate revenues for the company?

2 Would that be a fair definition?

3 A I would say that's close, yes.

4 Q All right. Now, when AT&T buys unbundled
5 network elements at network element prices, it is
6 paying the cost of the functionality provided by those
7 facilities to BellSouth; is that correct?

8 A That is correct.

9 Q And that is whether AT&T finds a customer to
10 serve or not; is that correct?

11 A That is correct.

12 Q So for as long as AT&T has those elements,
13 then BellSouth is being compensated with revenues?

14 A For those elements. But the opportunity of
15 for BellSouth to use those elements for other services
16 if, in fact, AT&T is holding onto those elements are
17 missed opportunities for us to market those services
18 to other customers.

19 Q Let me see if I understand what you just
20 told me; that AT&T is paying a price for those
21 unbundled network elements in purchasing that
22 functionality. Are you suggesting that because
23 BellSouth could conceivably get more revenue from
24 another use, that that is stranded plant?

25 A No. I think I mentioned two things. What I

1 mentioned first was stranded plant, but I also went on
2 to mention the problem of not being able to use those
3 elements, especially if you're nearing exhaust.

4 And I also mention how likely stranded plant
5 is. I do not know. But if, in fact, AT&T is
6 purchasing elements and will hold on to those
7 elements, it may mean that we would not be able to use
8 those elements to provide services to other customers
9 if we're nearing an exhaust problem in some of the
10 offices. Especially in your metro offices that could
11 be a problem.

12 Q An exhaust problem with facilities has
13 nothing to do with stranded plant, does it?

14 A That was simply another example. I would
15 agree that those are two different issues.

16 Q So really the sum total of the risk, as you
17 see the 8th Circuit's opinion, is the inability of
18 BellSouth to make as much money from a given set of
19 facilities as it could. Would that be the fair
20 assessment?

21 A That's part of it, and I'm not certain that
22 I could lay out all of the risk here, and I mention
23 two; but that would definitely a part of it, and I
24 wouldn't say that that is the sum total.

25 Q Wouldn't the risk that the 8th Circuit

1 discusses apply to the risk that once AT&T or any
2 other CLEC purchases unbundled network elements at
3 network element prices, it encounters the risk of
4 trying to make a go of it in the marketplace by
5 recruiting customers and generating sufficient
6 revenues to pay for those unbundled network elements?

7 A And I believe while you said it better and
8 using more words, that was the gist of what I stated
9 the FCC -- I'm sorry -- the 8th Circuit leaned to the
10 risk that the ALECs would have due to the cost outlay,
11 but I also mention that there is a revenue risk to
12 BellSouth.

13 MR. HATCH: That's all I've got. Thank you.

14 CHAIRMAN JOHNSON: Staff?

15 CROSS EXAMINATION

16 BY MR. PELLEGRINI:

17 Q Mr. Hendrix, Mr. Martinez identified in his
18 Late-filed Deposition Exhibit 3 those provisions of
19 the MCI/BellSouth interconnection agreement that
20 established due dates for operational support systems.

21 By means of a late-filed exhibit, could you,
22 first, show whether or not you concur with
23 Mr. Martinez; and, second, could you show those
24 provisions of the AT&T/BellSouth interconnection
25 agreement that established due dates for

1 nondiscriminatory access to OSS?

2 **A** Are you asking for this through a late-filed
3 exhibit?

4 **Q** Yes.

5 **A** We will make every effort to do that.

6 **MS. WHITE:** Which late-filed of Mr. Martinez
7 was it?

8 **MR. PELLEGRINI:** It was his late-filed
9 Deposition Exhibit 3. This would be late-filed
10 Exhibit 28?

11 **CHAIRMAN JOHNSON:** I'm sorry. You said
12 you're asking for a --

13 **MR. PELLEGRINI:** I'm asking for a late-filed
14 exhibit, which would be identified as 28, I think.

15 **CHAIRMAN JOHNSON:** No, 31. And what was the
16 title, the short title for that one?

17 **MR. PELLEGRINI:** "AT&T/BellSouth
18 interconnection agreement OSS due dates."

19 **CHAIRMAN JOHNSON:** Okay.

20 (Late-Filed Exhibit 31 identified.)

21 **Q** (By Mr. Pellegrini) Mr. Hendrix, do you
22 know whether the AT&T/BellSouth interconnection
23 agreement identifies functions that are unnecessary
24 when network elements are ordered in combination?

25 **A** They do not identify those functions.

1 Paragraph 36.1 in Part 4 of the agreement requires the
2 parties to meet to identify those functions.

3 Q There are no such functions specifically
4 identified in the agreement?

5 A No, there are not.

6 Q Is that true, as well, of the MCI/BellSouth
7 interconnection agreement?

8 A Exactly, and the same language for the most
9 part is in the MCI agreement, as well as the language
10 for the parties to meet to determine the recurring
11 rates as well as the nonrecurring rates when multiple
12 elements are ordered.

13 Q You've argued that the MCI/BellSouth and the
14 AT&T/BellSouth interconnection agreements do not
15 specify the pricing standard for network elements
16 purchased as combinations, have you not?

17 A Yes, I have.

18 Q I want to refer your attention to each of
19 the agreements, and turn first to the MCI agreement.

20 A I have it.

21 Q I'd like you to look at Attachment 1,
22 Table 1 and Section 2.6 of Attachment 3 of that
23 agreement.

24 A In Attachment 2.6.

25 Q No. Section 2.6 of Attachment 3.

1 A That is correct.

2 Q And Table 1 of Attachment 1.

3 A I have them both.

4 Q With reference to those provisions, would
5 you identify for the Commission what pricing standard
6 these provisions establish and why?

7 A Okay. And that's a very good question. I
8 was afraid I wouldn't be able to answer this --
9 wouldn't be asked question. 2.6, first, is to address
10 elements contained in Attachment 1, which would be
11 your price list of all of your elements.

12 The reason this paragraph is in here -- and
13 this paragraph appears in all states -- is because MCI
14 did not want to reference any tariffs. When we
15 actually negotiated this language, they mention that
16 for this agreement they wanted all rates here and if
17 we needed other rate elements, then we would actually
18 amend the agreement to include new rate elements. And
19 that is what is meant by that paragraph.

20 It is not meant that it would, you know, be
21 able to order UNEs, combine those UNEs and the sum of
22 the UNEs in Attachment 1 would actually apply. That
23 is not what is meant by that paragraph.

24 Q All right. Would you next turn to the AT&T
25 agreement there. I would refer your attention to

1 Table 1, Part 4, and Sections 36 and 36.1 of Part 4.

2 A Yes, I'm there.

3 Q And as before, would you identify for the
4 Commission what pricing standard those provisions
5 establish and why?

6 A 36 and 36.1 speaks to the unbundled network
7 elements contained as part of Part 4 on the right
8 list, just as I mentioned with MCI. For multiple
9 elements in 36.1 that are placed on a single order the
10 parties were to meet to determine what was
11 duplicate -- efforts of duplicate charges and
12 eliminate those charges, but also to come up with a
13 rate that would be assessed when multiple elements
14 were actually ordered. There is no price for any UNE
15 combos in either of these agreements. That was an
16 issue we could not agree on. And the reason that this
17 similar language is in this agreement, as in many of
18 the other states, is because we had our basic
19 agreement, then we had our best and -- best and final
20 which would include everything ordered and we would go
21 in and modify the agreement.

22 But each state, when you look at the rate
23 sheet, it's slightly different based on what that
24 state ordered. And the other states ordered resale
25 when it actually duplicated a retail offering. But

1 this 36.1 speaks to the parties coming together,
2 determining what those rates should actually be. And
3 the price list is for each unbundled network element,
4 not to be used when they are combined either by
5 BellSouth or AT&T or MCI. These are individual
6 elements.

7 Q Can you explain why the language in 2.6 of
8 the MCI agreement and the language in 36 and 36.1 in
9 the AT&T agreement, why that language is not more
10 alike than it is?

11 A Two different companies. Negotiations. But
12 the gist is what each of the companies wanted. In 2.6
13 in the MCI agreement, MCI was very adamant. You know,
14 this is our agreement for local service. This is our
15 tariff. This is what we will use and we do not want
16 to reference tariffs because tariffs have a way of
17 changing from time -- from time to time.

18 And in the AT&T agreement the language is
19 different because that was what we actually ended up
20 putting in after seeing the actual order, the final
21 order that required us to go in and make changes to
22 the agreement based on the best and final language
23 that each party was able to draft after reading the
24 order.

25 MR. PELLEGRINI: Thank you, Mr. Hendrix.

1 **CHAIRMAN JOHNSON:** Commissioners?

2 **COMMISSIONER CLARK:** I just had one
3 question. On Page 10 of your direct testimony, from
4 Lines 6 down to 15, I gather that your testimony is
5 that we should decide what combinations -- what UNE
6 combinations recreate existing retail service
7 offerings.

8 **WITNESS HENDRIX:** That is correct.

9 **COMMISSIONER CLARK:** Do you have an opinion
10 as to what we should decide?

11 **WITNESS HENDRIX:** I think as a guide, and I
12 think I may have testified to this, we could
13 definitely use the tariff as one guide. But when you
14 look at the elements that would make up a basic
15 service, just reflecting back on the chart, I think
16 would be elements 1 through 5. And the reason I say 1
17 through 5, Mr. Varner mentioned that transport, you
18 know, if they were wanting to call beyond the basic
19 calling area and transport is actually needed.
20 However, in the order issued here, each carrier is
21 able to define their own local calling area. So it's
22 different from what BellSouth's local calling area is.
23 And a given carrier may have a local calling area that
24 may be just a given market niche for this switch.

25 **COMMISSIONER CLARK:** Okay. Thank you.

1 **COMMISSIONER JACOBS:** What if -- let me
2 think of an example. I think earlier Mr. Varner's
3 testimony was that that access to the operator
4 services and the direct directory assistance, all of
5 those things was sufficient to constitute the basic
6 service. What if an ALEC is unbundled and then
7 added -- and I'm not even sure if this is technically
8 feasible, but as a hypothetical -- added some digital
9 component to that, okay, such that they basically
10 provide the same service, the same functionality, but
11 it's done through a different technological loop, if
12 you will, would you see that as replicating an
13 existing service?

14 **WITNESS HENDRIX:** Yes, because I think you
15 have to go back to what is the core. And the core in
16 this case is the loop and the port.

17 When you look at DA, you look at operator
18 services, those are all in different tariffs. They
19 are not in your basic tariffs. Those are things that
20 they can order, and there are different rates. And
21 those rates are put in different sections of the
22 tariff because they are not basic service. But when
23 you look at basic service, you know, and with 45% of
24 our res' customers make intraswitch calls, that's
25 actual, and then when you add in business, I think

1 Mr. Varner mentioned that the average is around 30 --
2 35. But the basic service for those res' customers,
3 nearly half are all intraswitch calls and that is a
4 port and loop.

5 COMMISSIONER JACOBS: If you do that then
6 you come away, in my mind -- in using my
7 hypothetical -- you come away from the idea of
8 actually looking at those combination of elements and
9 you start looking at functionality. So that any time,
10 no matter how an ALEC brings together a particular
11 service, so long as they got the access to that
12 service from you, whatever they might put on to it on
13 the back end is going to replicate, and that's fairly
14 broad brush, it would appear to be.

15 WITNESS HENDRIX: Well, that's why I think
16 you need to go back to the core. And the core is you
17 have two elements where on the chart there were five.
18 You had four elements making up the loop and then you
19 had your port. And that is -- what I believe is a
20 basic service. Because at least 45% of the people
21 will probably have just intraswitch calls. And for
22 businesses and for other players coming into the
23 market they may simply target an actual given segment.
24 And so I think you have to have some basic to come
25 back to, some core elements to come back to, and those

1 would be the port and loop.

2 COMMISSIONER JACOBS: Thank you.

3 CHAIRMAN JOHNSON: Redirect?

4 MR. MELSON: Commissioner Johnson, could I
5 have one follow-up to Commissioner Jacobs question?

6 CHAIRMAN JOHNSON: Brief.

7 RECROSS EXAMINATION

8 BY MR. MELSON:

9 Q Mr. Hendrix, did you mean to say that 45% of
10 residential customers make only intraswitch calls or
11 did you mean to say that 45% of all calls are
12 intraswitch calls?

13 A What I meant to say was that 45% of all
14 residential calls are intraswitch calls. And it could
15 be something lower for business, but the average is
16 about 35 for both that are intraswitch calls.

17 MS. WHITE: Thank you, Mr. Melson. I have
18 no redirect.

19 CHAIRMAN JOHNSON: Exhibits. I have 26 as a
20 Staff exhibit.

21 MR. PELLEGRINI: Staff moves Exhibit 26.

22 CHAIRMAN JOHNSON: And 27 is MCI, "Excerpt
23 from PSC Order and Agreement."

24 MR. BOND: MCI moves Exhibit 27.

25 CHAIRMAN JOHNSON: 28 through 30, AT&T's.

1 **MR. HATCH:** Yes, ma'am, AT&T moves 28, 29,
2 and 30.

3 **CHAIRMAN JOHNSON:** Show all of those
4 admitted without objection, and we have one
5 late-filed, 31.

6 (Exhibits 26 through 30 received in
7 evidence.)

8 **MS. WHITE:** May Mr. Hendrix be excused?

9 **CHAIRMAN JOHNSON:** Yes.

10 **MS. WHITE:** And we'd call Mr. Landry to the
11 stand.

12 **MR. PELLEGRINI:** Chairman Johnson, while
13 Mr. Landry is taking the stand, Staff is distributing
14 a composite exhibit consisting of errata sheets for
15 the following witnesses: Eppsteiner, Gillan, Falcone,
16 Walsh, Landry, Hendrix and Young, and I would ask it
17 be marked for identification.

18 **CHAIRMAN JOHNSON:** It will be marked as 32.
19 That's the errata sheet?

20 **MR. PELLEGRINI:** Certified errata sheets for
21 those witnesses which I listed, yes.

22 **CHAIRMAN JOHNSON:** Okay. Certified errata
23 sheet.

24 (Composite Exhibit 32 marked for
25 identification.)

1 **ENO LANDRY**

2 was called as a witness on behalf of BellSouth
3 Telecommunications, Inc. and, having been duly sworn,
4 testified as follows:

5 **DIRECT EXAMINATION**

6 **BY MS. WHITE:**

7 Q Mr. Landry, would you please state your name
8 and address for the record?

9 A My name is Eno Landry. Address is Suite 500
10 3000 Riverchase Galleria, Birmingham, Alabama.

11 Q By whom are you employed?

12 A BellSouth.

13 Q Have you previously cause to be prepared and
14 prefiled in this case direct testimony consisting of
15 ten pages and rebuttal testimony consisting of five
16 pages?

17 A I have.

18 Q Do you have any corrections or changes to
19 make to that testimony?

20 A I do not.

21 Q If I were to ask you the same questions that
22 are contained in your direct and rebuttal testimony
23 would your answers be the same?

24 A They would.

25 **MS. WHITE:** I'd like to have Mr. Landry's

1 direct and rebuttal testimony entered into the record
2 as if read.

3 CHAIRMAN JOHNSON: It will be so inserted.

4 Q (By Ms. White) And Mr. Landry, did you
5 have one exhibit labeled EL-1 attached to your direct
6 testimony?

7 A I did.

8 Q Was that exhibit prepared by you or under
9 your direction and supervision?

10 A It was.

11 Q Do you have any changes or corrections to
12 make to that exhibit?

13 A No.

14 MS. WHITE: I'd like to have that EL-11
15 attached to Mr. Landry's direct testimony marked for
16 identification.

17 CHAIRMAN JOHNSON: EL-1 will be marked as
18 Exhibit 33.

19 (Exhibit 33 marked for identification.)
20
21
22
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24
25

1 Bellsouth Telecommunications, Inc.

2 Direct Testimony of Eno Landry

3 Before the Florida Public Service Commission

4 Docket No. 971140-TP

5 January 29, 1998

6

7 Q. Please state your name, business address and
8 employment.

9

10 A. My name is Eno Landry. My business address is Suite
11 500, 3000 Riverchase Galleria, Birmingham Alabama. I
12 am employed by BellSouth Telecommunications, Inc.,
13 hereinafter referred to as "BellSouth" or "the
14 Company."

15

16 Q. Please state your background and qualifications.

17

18 A. I have been employed by BellSouth for the past 24
19 years and have worked in various network capacities.
20 For the past three years I have been responsible for
21 the development of collocation and unbundled network
22 element (UNE) provisioning and maintenance processes.

23

24

25

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to respond to issue
4 number 8 in this docket. I will discuss the
5 provisioning process and the associated work
6 activities as they relate to combinations of
7 unbundled network elements and the generation of the
8 appropriate non-recurring costs for those elements.
9 Specifically, I discuss the major components and
10 contributions to the nonrecurring costs associated
11 with provisioning unbundled loops, ports and other
12 transport items. During the course of my testimony, I
13 will also identify and quantify the provisioning
14 processes that are affected when certain combinations
15 of unbundled elements are ordered together.

16

17 Q. CAN YOU ADDRESS THE SPECIFIC ASSUMPTIONS ASSOCIATED
18 WITH ORDER NO. PSC-96-1579-FOF-TP AS IT RELATES TO THE
19 DETERMINATION OF THE APPROPRIATE NON RECURRING COSTS?

20

21 A. Yes. The specific assumptions that affected the
22 nonrecurring costs are as follows:

23

24 1. The loop and port orders would be submitted to
25 BellSouth on one service request. However,

1 BellSouth must separate the request into two
2 separate service orders, one for the loop and the
3 associated cross connect, and one for the port and
4 its associated cross connect. The requirement for
5 two separate orders is driven by the established
6 classes of service, and by the fact that the
7 unbundled loop offerings are currently processed
8 in an access billing system and the port offerings
9 are processed by the non-access billing systems.

10

11 2. The hand off to the Alternative Local Exchange
12 Company(ALEC) for the unbundled loop and the
13 unbundled port will be to an ALEC space in the
14 same wire center where the port and loop currently
15 reside.

16

17 Q. **PLEASE DESCRIBE THE MAJOR COMPONENTS CONTRIBUTING TO**
18 **THE NONRECURRING COSTS ASSOCIATED WITH UNBUNDLED**
19 **ELEMENTS.**

20

21 A. The major components associated with turning up
22 unbundled elements are as follows:

23

24 1. **Functions associated with performing physical**
25 **work on the UNE.** These involve the basic work

1 functions which are required to ensure element
2 functionality. They include the time to perform
3 cross connects in the field, in the central
4 office and at the customer's premises. If the
5 service requires a central office collocation
6 cross connect, then that work would also be
7 reflected in the specific costs.

8
9 **2. Functions specifically requested by the ALECs.**

10 These involve coordination of turn-up and
11 testing of the unbundled components. They
12 represent specific additional functions demanded
13 by the ALECs in interconnect agreements.

14
15 **3. Functions associated with provisioning fallout.**

16 These represent work activity where processes
17 would normally be automated but because of
18 errors on the service requests submitted by the
19 ALECs, the service request must be processed
20 manually. In the case of an unbundled element
21 connected to a collocated provider, the UNE
22 process has many similarities to the access
23 process. The connectivity at an access Point Of
24 Presence (POP) is similar to the meet point at
25 the collocator's space. Both require specific

1 definition for ALEC facility assignment as well
2 as for signaling and transmission level
3 parameters. Although BellSouth continues to
4 return provisioning errors to the inter-exchange
5 carriers and to work with them in resolving
6 these, but even after 10 years of ordering
7 access services the carriers continue to submit
8 service requests with a high error rate. We
9 anticipate that the UNE process would carry at
10 least as high an error rate. This error rate
11 causes additional nonrecurring costs.

12
13 Q. PLEASE DESCRIBE THE MAJOR COMPONENTS CONTRIBUTING TO
14 THE NONRECURRING COSTS ASSOCIATED SPECIFICALLY WITH
15 UNBUNDLED PORTS.

16
17 A. The major components associated with turning up
18 unbundled ports are as follows:

- 19
20 • Receiving the service request, which will
21 contain the technical parameters of the service
22 and will also contain the facility details
23 indicating the specific interconnection to the
24 ALEC.
25 • Processing the service request into an internal

1 service order.

- 2 • Allowing the service order to flow through the
- 3 assignment systems so that the equipment and
- 4 facilities that will be used to make the service
- 5 work will be marked accordingly in the data
- 6 bases.
- 7 • Making the physical connections between the
- 8 switch port and the facilities that it will
- 9 connect to.
- 10 • Processing the translations in the switch to
- 11 make available the appropriate features, and to
- 12 allow the end user to make properly routed phone
- 13 calls.
- 14 • Testing the service to ensure functionality and
- 15 compliance with agreements.
- 16 • Contact the ALEC to turn up the service.

17

18 Q. PLEASE DESCRIBE THE MAJOR ACTIVITIES CONTRIBUTING TO
19 THE NONRECURRING COSTS ASSOCIATED WITH PROVISIONING
20 THE LOOP.

21

22 A. The major activities associated with provisioning the
23 loop are as follows:

24

- 25 • Receive the service request for the loop which

- 1 will include the technical parameters for the
2 service and will also contain the facility
3 details indicating the specific interconnection
4 to the ALEC.
- 5 • Issue the service request and allow the
6 downstream system to post the assignments on
7 both the loop and the interconnecting facility.
8 (Resolve fallout if required.)
 - 9 • Design the service request.
10 (Resolve fallout if required.)
 - 11 • Issue the design information to the specific
12 groups requiring that information to perform
13 work on the service including the ALEC.
 - 14 • Schedule and coordinate inside and outside work
15 forces to turn up the service.
 - 16 • Physically wire the loop to the central office
17 facilities and to the interconnecting facility.
 - 18 • Coordinate the physical work on both UNE
19 elements.
 - 20 • Test the service to ensure functionality.
21 Some of the testing may be performed before the
22 loop is actually terminated into the ALEC
23 facility.
 - 24 • Contact the ALEC to report service activation.
- 25

1 Q. CAN ONE SIMPLY ADD THE ACTIVITIES DESCRIBED ABOVE FOR
2 LOOP AND PORT ACTIVITIES TO DETERMINE THE COSTS
3 INVOLVED WHEN AN ALEC ORDERS COMBINATIONS OF NETWORK
4 ELEMENTS ON THE SAME ORDER AS IDENTIFIED BY THE
5 COMMISSION IN ORDER NO. PSC-96-1579-FOF-TP?

6

7 A. No. The coordination of service turn-up would occur
8 only once, and the turn up testing would also include
9 both elements in one series of tests. It is critical to
10 note that these are two separate unbundled elements and
11 carry many of the same costs as unrelated elements. The
12 elements are processed and turned up as separate
13 elements allowing the ALEC to make the final connection
14 between the two. Because they are indeed two separate
15 elements, they must each be able to stand alone for
16 ordering, disconnecting, provisioning and maintenance.

17

18 Q. PLEASE DESCRIBE THE WORK FLOW INVOLVED WHEN AN ALEC
19 ORDERS COMBINATIONS OF NETWORK ELEMENTS AS IDENTIFIED BY
20 THE COMMISSION IN ORDER NO. PSC-96-1579-FOF-TP.

21

22 A. The activities required to process a single order for
23 network combinations, such as a two wire analog loop and
24 port are as follows:

25

1 For BellSouth, the process starts with receiving the
2 service request from the ALEC. Then service orders must
3 be developed that will drive the downstream systems and
4 the physical work activities that must be done to treat
5 an end-to-end service as two elements.

6
7 One component (the port) remains a switched based
8 service but the loop has to be processed and inventoried
9 as a non-switched based service since it cannot be
10 associated with the telephone number of the port. This
11 requires that the services actually be processed on two
12 service orders.

13
14 In addition to inventorying the loop components, there
15 are now either cross connects or other ALEC transport
16 components associated with both the loop and port
17 components which must be entered in databases. These
18 transport components which allow for connectivity to the
19 ALEC are additional components which must be taken
20 through the assignment, design and provisioning
21 processes. In addition to what I have discussed above,
22 the issue of minimizing service down time for the end
23 user becomes important because the service must be now
24 interconnected through an ALEC transport. The time
25 savings associated with this specific scenario is that

1 the coordination of the turn up of the service to the
2 customer would be reduced slightly.

3

4 My exhibit EL-1 shows the changes that would be required
5 to provision a loop and port as unbundled elements.

6 Page 2 of that exhibit shows physical configuration
7 associated with interconnection to a collocated space.
8 Collocation involves additional costs which would have
9 to be considered.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes it does.

14

15

16

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1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **REBUTTAL TESTIMONY OF ENO LANDRY**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **DOCKET NO. 971140-TP**
5 **FEBRUARY 20, 1998**
6

7 Q. PLEASE STATE YOUR NAME , BUSINESS ADDRESS AND
8 EMPLOYMENT.
9

10 A. My name is Eno Landry. My business address is Suite 500, 3000
11 Riverchase Galleria, Birmingham Alabama. I am employed by
12 BellSouth Telecommunications, Inc., hereinafter referred to as
13 "BellSouth" or "the Company".
14

15 Q. ARE YOU THE SAME ENO LANDRY WHO FILED DIRECT
16 TESTIMONY IN THIS DOCKET?
17

18 A. Yes.
19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
21

22 A. The purpose of my rebuttal testimony is to address assumptions made
23 by MCI witness Mr. Hyde and AT&T witness Mr. Lynott concerning the
24 work functions associated with providing unbundled network elements
25

1 (UNE) to an Alternative Local Exchange Company (ALEC) and the
2 complexity of separating a loop and a port into unbundled elements.

3

4 Q. MR. HYDE, ON PAGES 4 THROUGH 7 OF HIS TESTIMONY, AND
5 MR. LYNOTT, ON PAGES 3 THROUGH 7 OF HIS TESTIMONY,
6 ASSUME THAT VERY LITTLE WORK IS REQUIRED TO PROVISION
7 AN UNBUNDLED NETWORK ELEMENT. ARE THEY CORRECT?

8

9 A. No. Messrs. Hyde and Lynott fail to recognize the differences between
10 provisioning resold services and unbundled network elements. Resale
11 is an integrated process that manages all of the elements necessary for
12 that service in one process flow. It does not require the separation of
13 the network into elements nor does it require connectivity of an element
14 to an ALEC at a handoff point. The unbundled network element
15 process, as described in my direct testimony, requires the separation of
16 the BellSouth network into discrete network elements that can be
17 handed off to an ALEC so that the ALEC can interconnect with its
18 network to complete a service connection to an end user. This
19 requirement for separation, along with the necessary hand off to an
20 ALEC at either a carrier facility for transportation or to a collocation
21 space, generates a level of complexity that both of these witnesses fail
22 to acknowledge in their testimony.

23

24 The differences in complexity between provisioning resale and
25 unbundled network elements that I have discussed above also can

1 cause ALECs to generate errors in the data submitted on their service
2 requests. This affects the fallout rates that BellSouth must resolve
3 during the ordering and provisioning processes. The fallout rate for
4 unbundled network elements is substantially higher than the fallout rate
5 for resale.

6

7 Q. MR LYNOTT, ON PAGES 7 THROUGH 9 OF HIS TESTIMONY,
8 COMPARES A PRIMARY INTEREXCHANGE CARRIER (PIC) CODE
9 CHANGE TO PROVISIONING UNBUNDLED ELEMENTS. IS THIS
10 COMPARISON ACCURATE?

11

12 A. No. Generally speaking, the PIC change process is a much simpler
13 process than the provisioning of resale or unbundled network elements.
14 A PIC change is generally a very simple record update without any
15 customer name change. As I described earlier, the process of
16 unbundling elements and making them available to an ALEC is a
17 complex process which includes separation of the network into
18 component elements and then handing off the UNE components
19 requested by the ALEC. The combination of a loop and a port as
20 addressed in Mr. Lynott's testimony is resale. It is an assembled
21 service not unbundled network elements.

22

23 Q. MR. HYDE, ON PAGE 5 OF HIS TESTIMONY, MAKES CERTAIN
24 ASSUMPTIONS CONCERNING THE DIP/DOP PROCESS ARE
25 THOSE ASSUMPTIONS CORRECT?

1
2 A. No. The term DIP/DOP represents Dedicated Inside Plant and
3 Dedicated Outside Plant. Mr. Hyde uses the DIP/DOP to assume that
4 facilities are dedicated to a particular address (i.e., always in place for
5 turning up services). Moreover, Mr. Hyde assumes that, when a
6 service is disconnected, the provisioning process provides that address
7 with what is referred to as "soft dial tone". Soft dial tone provides
8 limited dialing capability to a new resident in a previously occupied
9 premises (generally used to allow the customer to call 911, the
10 business office, etc.) .

11
12 In responding to the DIP/DOP issue, some facilities assumed by Mr.
13 Hyde to be dedicated will need to be separated to provision a UNE.
14 They cannot remain as dedicated end-to-end facilities both inside and
15 outside and support an unbundled network element because they
16 must be separated to be unbundled. Soft dial tone that is provided by
17 the BellSouth switch providing service to an end user is applicable to
18 retail and resale services. It is not applicable to unbundled network
19 elements.

20
21 However, once the ALECs are connected to an unbundled network
22 element, the ALECs can activate and utilize "soft dial tone" from their
23 switch to accomplish functions similar to what BellSouth uses, such as
24 soft dial tone, to support its end users.

25

1 Q. MR. HYDE, ON PAGES 8 THROUGH 12 OF HIS TESTIMONY,
2 DISCUSSES ADJUSTMENTS WHICH RESULT IN REDUCING
3 PROVISIONING WORK TIMES SHOWN IN BELL SOUTH'S NON-
4 RECURRING COST STUDIES. IS HE CORRECT IN HIS
5 ASSUMPTIONS?

6
7 A. No. As discussed in my direct testimony and earlier in this testimony,
8 the processes for unbundling a loop and a port require more than a
9 records update. They require physical separation from each other and
10 interconnection to an ALEC so that those elements can be managed by
11 the ALEC as part of its network. Mr. Hyde is incorrect in his
12 assumptions that these elements can remain interconnected and also
13 be unbundled network elements. If the elements remain
14 interconnected, they constitute a working service; therefore, the service
15 should be treated the same as resale.

16
17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18
19 A. Yes it does.

20
21
22
23
24
25

1 Q (By Ms. White) Mr. Landry, would you
2 please give your brief summary.

3 A My testimony addresses Issue 8. The
4 question that Issue 8 asks is whether there are any
5 duplicate charges or charges for functions or
6 activities that are not required when certain loops
7 and ports are combined on a single order.

8 My testimony outlines the work activities
9 that would not be necessary when BellSouth receives a
10 request for certain loops and ports on the same order.
11 Ms. Caldwell's testimony addresses the costs involved
12 with these activities.

13 It's important to keep in mind that the work
14 activities I discuss involve the provisioning of a
15 loop and port to an ALEC's space. The ALEC will
16 decide how to recombine these elements, how to
17 interconnect with them to complete their network to
18 service an end user. They represent elements that
19 allow interconnection at technically feasible points.
20 These elements are designed to be administered and
21 used by the ALEC as individual elements, and they can
22 be disconnected in that same manner.

23 The loop and port combinations represented
24 in this docket have been developed according to the
25 basic guidelines that were applied to UNES in general.

1 They are, again, available for interconnection at
2 technically feasible points, and they can be managed
3 and disconnected as individual elements as the ALEC's
4 needs change.

5 It is not within the capability of the
6 existing operational support systems that BellSouth
7 currently has deployed to process these two elements
8 as one end-to-end service and still have the technical
9 definition that goes along with unbundled elements. A
10 loop and port connected and provisioned on a combined
11 basis by BellSouth, as AT&T and MCI have requested,
12 represents a service. It is not an unbundled element.
13 It is the same as resale and would have to be
14 provisioned as such to activate that service.

15 That concludes my summary.

16 **MS. WHITE:** Mr. Landry is available for
17 cross.

18 **MR. PELLEGRINI:** Chairman Johnson, before
19 Mr. Landry begins, Staff proffers EL-2 consisting of
20 Mr. Landry's February 25th, 1998, deposition
21 transcript and deposition numbers 1 through 6, and ask
22 it be marked for identification.

23 **CHAIRMAN JOHNSON:** I'll mark that
24 Exhibit 34.

25 **MR. PELLEGRINI:** Thank you.

1 (Exhibit 34 marked for identification.)

2 CROSS EXAMINATION

3 BY MR. MELSON:

4 Q Mr. Landry, Rick Melson representing MCI.

5 I'd like to start by following up on a
6 question that Commissioner Jacobs asked Mr. Varner a
7 little earlier today regarding a situation in which a
8 customer is served today by a loop that is part of an
9 integrated digital loop carrier, or IDLC. Were you
10 here during that testimony?

11 A Yes.

12 Q Is it your understanding that under the MCI
13 BellSouth Interconnection Agreement MCI has the right
14 to order unbundled network elements in combination,
15 and that if those elements are combined in BellSouth's
16 network today BellSouth cannot pull them apart.

17 A If I understand correctly the
18 Interconnection Agreement that's correct.

19 Q So in a situation where a customer was
20 served today by an integrated digital loop carrier, if
21 MCI said we want to order that same loop and same port
22 to serve that customer, MCI would obtain service using
23 the IDLC; is that correct?

24 A If that's what the customer is on today,
25 that's correct.

1 Q Okay. Now assume the customer is on IDLC
2 today and MCI says we want to order a loop and a port
3 to serve that customer, but we don't want BellSouth to
4 do the combining. We want to combine them ourselves
5 at our collocation cage. In that situation would MCI
6 get a loop provided over IDLC?

7 A The answer to that is no and I need to
8 expand a little bit.

9 But as you look at, again, the unbundled
10 element and the fact that unbundled element represents
11 a part of that network that would be used by an ALEC
12 to complete the connectivity between wherever they
13 come into our network in that end user, that that
14 would need to be separated for that loop to be an
15 unbundled element and handed to an ALEC, that is
16 correct.

17 Q So if MCI wanted to serve that customer
18 using a loop and a port, a BellSouth loop and a
19 BellSouth port, and if it wanted to continue to serve
20 that customer using the more modern IDLC technology,
21 the only way to do that is to have BellSouth do the
22 combining rather than for MCI to do the combining?

23 A It's two different scenarios to that as far
24 as the availability of new technology. And getting
25 back to a direct answer to your question, the answer

1 is yes, that with the current technology, that loop
2 needs to be in one way or another unintegrated from
3 the switch, and the port also, to be made available
4 for interconnection. The availability of technology,
5 both the 008 and the new TR-303, or next
6 generation-type technology are available; they would
7 be available under a resale umbrella. They'd also be
8 available with other offerings that BellSouth has.
9 The concentrated transport, for example, which has
10 currently 008 interface, which can be provided to an
11 ALEC so they can concentrate loops. The other part of
12 that, the 303, is now being made available now. Both
13 of those as service offerings for interconnection to a
14 CLEC.

15 Q Let me change gears a minute.

16 My understanding of Mr. Varner's testimony
17 was that BellSouth should collect from a CLEC or an
18 ALEC the resale rate whenever a loop and port were
19 combined to offer service. Did you understand
20 Mr. Varner's testimony that way?

21 A Not the way you're stating it. If I
22 understood him correctly, there are two different ways
23 that these things are available. An unbundled element
24 is an unbundled element. It was established and
25 designed, again, as a part of our network to satisfy

1 the requirements of the Act for interconnection by an
2 ALEC at various points.

3 Using that element to go from wherever they
4 penetrate our network to the end user, again at
5 various points. If we process it and hand it off that
6 way, it is an unbundled element as designed, and
7 managed that way. If it is not, if it's turned up as
8 an end-to-end service, which if I remember his words
9 correctly, a loop and port combined, it's processed as
10 a service level, as an end-to-end service, and that is
11 what I understood him to be referring to when he
12 talked about resale.

13 Q Okay. Let me ask the question a little
14 differently because you and I may remember his
15 testimony differently and the record will reflect what
16 it does.

17 Assume that MCI ordered a loop and it
18 ordered a port, and BellSouth provisioned those by
19 cross-connecting the loop to an MCI collocation space
20 and by cross-connecting the port to a MCI collocation
21 space. Do you understand that assumption?

22 A Yes.

23 Q In that situation, does BellSouth have any
24 way of knowing whether MCI in its collocation space
25 connects that loop and that port to serve a particular

1 customer?

2 A Typically not.

3 Q So to the extent that -- if Mr. Varner
4 suggested that the loop and port combined by the ALEC
5 should be priced at resale, from a technical point of
6 view if the loop and port are delivered to the ALEC's
7 collocation space there's no way for BellSouth to tell
8 whether those have been combined or not?

9 A Within the collocation space, as we talked
10 about as part of the deposition, it may be possible
11 within that space for the CLEC to eventually eliminate
12 the port placing their own switch in there and serving
13 the customers that way.

14 Q Yes, sir, but that's not what I'm asking
15 about. I'm asking if you deliver a loop to the
16 collocation space and you deliver a port to the
17 collocation space, you don't know whether the ALEC
18 cross-connects those in its space or not?

19 A No.

20 Q All right. Let me refer you to -- do you
21 have a copy of the Prehearing Order with you?

22 A No.

23 Q Mr. Landry, you indicated that your
24 testimony supports Issue 8 which you describe as a
25 question of what nonrecurring charges should apply

1 when a loop and port are combined on a single order;
2 is that correct?

3 A Correct.

4 Q Would you read the wording of Issue 8 and
5 tell me where that talks about combination on a single
6 order?

7 A I'm sorry, what was the final part of your
8 question?

9 Q Would you read Issue 8 and tell me where in
10 that issue you see any reference to ordering things on
11 a single order.

12 A So what is the appropriate and nonrecurring
13 charge for each of the following combinations of
14 network elements for migration of an existing
15 BellSouth customer. And it has four items down there:
16 2-wire analog loop and port, 2-wire ISDN loop and
17 port, 4-wire analog loop and port, and 4-wire DS-1 and
18 port.

19 Q And do you see any specific reference in
20 that issue to ordering things on a single order?

21 A No.

22 Q Okay. You headed, if I understand
23 correctly, a project team that provided Ms. Caldwell
24 with some loop-related work activities and work time
25 estimates to support her nonrecurring cost study; is

1 that right?

2 A That is correct.

3 Q Let me walk through what I believe are the
4 assumptions you made for that cost study and get you
5 to tell me if I've got them right or not.

6 That study looked at what you stated in your
7 summary, what would the nonrecurring costs be when an
8 ALEC ordered a loop and port on a single order; is
9 that right?

10 A Correct.

11 Q And that study assumed that in every case
12 the loop was going to be delivered to the ALEC by a
13 cross-connect to its collocation space; is that right?

14 A Correct.

15 Q And it assumed in every case the port would
16 also be delivered to the ALEC by a cross-connect to
17 the collocation space; is that correct?

18 A Correct. As unbundled elements.

19 Q All right. And that study would apply
20 equally then whether the ALEC in turn connected those
21 together with masking tape, or otherwise, to serve a
22 customer, or whether it used them for some other
23 purpose; is that correct?

24 A Typically the assumption on that was that
25 these two were coming in on the same order, and they

1 were to be used to serve one end user, and that is
2 where the coordination time as far as turning those
3 two up at the same time, and that coordination time
4 represents contact with the CLEC, represents
5 scheduling the technicians and a number of other
6 things that are typically done to minimize service
7 disruption. That is where the savings that were
8 applied came from.

9 Q Okay. So the only savings that were
10 reflected in the cost study versus the stand-alone
11 loop and a stand-alone port was the assumption there
12 would be some coordination in the testing and turn up,
13 is that essentially correct?

14 A The coordination piece, again as unbundled
15 elements.

16 Q Now, your loop inputs into that cost study
17 assumed that 20% of the time there would be a dispatch
18 to the field in connection with providing a loop; is
19 that correct?

20 A That is correct.

21 Q And the cost study assumed that every -- let
22 me focus on the 2-wire analog loop study -- that study
23 assumed that every two-wire loop was a designed
24 circuit and that the ALEC would receive a design
25 layout record; is that correct?

1 A That is correct.

2 Q And the cost study also assumed that the
3 loop and port would be tested when they were delivered
4 to the ALEC; is that correct?

5 A Yes. As the standard unbundled elements are
6 tested and turned over, that's correct.

7 Q And you also assume -- that study also
8 assumed that all of the orders were processed manually
9 rather than electronically; is that correct?

10 A If I remember the assumptions correct, and
11 the LCSC, or the support for the front end is not
12 within my area of expertise, but I do understand they
13 are manual, yes.

14 Q Now except for the assumption we talked
15 about, about the elements being on a single order to
16 serve a single customer, those are the same
17 assumptions that BellSouth made in nonrecurring cost
18 studies in other states when the question that you
19 were answering is what is the nonrecurring cost of a
20 stand-alone loop and what is the nonrecurring cost of
21 a stand-alone port; is that correct?

22 A Essentially, yes, with a little bit of a
23 caveat, that the elements are the same thing. The
24 elements are -- they are an unbundled element, they
25 were designed and set up and that's how they are

1 processed, administered and handed off to an ALEC
2 again for interconnection.

3 Q All right. Now, let me describe a
4 hypothetical situation to you that I want you to use
5 for the next series of questions.

6 Assume that BellSouth today is providing
7 single line basic residential service to Commissioner
8 Garcia over a 2-wire analog circuit. Now, in that
9 case there would be an existing connection in the
10 central office between a circuit running to
11 Mr. Garcia's residence and the switch; is that
12 correct?

13 A Essentially, yes.

14 Q Okay. Assume that Commissioner Garcia
15 decides he's going to try MCI as a local provider, and
16 that MCI orders a two-wire loop-port combination to
17 provide service to Commissioner Garcia. Are you with
18 that assumption?

19 A Yes.

20 Q Okay. And without regard to -- I don't want
21 to get into pricing, you're not the pricing witness;
22 is that correct?

23 A That's correct.

24 Q Okay. Without regard to what the pricing
25 for that is, assume that the Commission has said that

1 the MCI-BellSouth contract provides that BellSouth has
2 to provide that as a UNE combination and that it can't
3 pull apart the existing loop and port. Are you with
4 me on the assumptions?

5 A On that one, yes.

6 Q Okay. Is there a shorthand phrase that we
7 can use to describe that arrangement? I'd like to
8 call it UNE migration, but I know that may not be a
9 term you'd like to use. Is there some term we can
10 agree on?

11 A The one that I'm most familiar with is
12 something called "resale switch as is."

13 Q Well, I'm not going to call it that. Let's
14 call it UNE migration. (Laughter) And I would refer
15 you to that, to Article 8, Section 2.2.2.3 of the MCI
16 Interconnection Agreement.

17 Under these assumptions, that loop would not
18 be delivered to MCI's collocation via a cross-connect;
19 is that right?

20 A That's correct.

21 Q It would simply be left in place.

22 A It's just -- yes. It would be switched as
23 is. Simple -- at this point it's a change; it's a
24 change of owner, a process that ceases billing,
25 reinitiates billing, and to the new owner an update of

1 the downstream records essentially just like resale.

2 Q And to the extent that in a UNE combination
3 situation MCI is entitled, at least, to interstate
4 access charges, then there's going to be some change
5 in the way access on that circuit is billed as well?

6 A On that particular part -- and I'm not
7 familiar with the gathering of, nor the rendering of
8 the interstate access charges.

9 Q All right. And in that situation, just like
10 the loop isn't cross-connected to the collocation cage
11 the port isn't cross-connected to the collocation cage
12 either?

13 A Correct.

14 Q All right. In that situation there would
15 not have to be a dispatch to the field in connection
16 with the provisioning of the loop; is that correct?

17 A Unless there's some extenuating
18 circumstances, you are correct.

19 Q And that circuit was in place today
20 providing -- or yesterday providing residential
21 service to Commissioner Garcia would not be a designed
22 circuit, would it?

23 A That is true.

24 Q So the ALEC in that situation would not
25 receive a design layout record?

1 A That's correct.

2 Q And BellSouth would not need to test the
3 circuit when that port and loop were turned over to
4 MCI. Is that correct?

5 A That's correct.

6 Q And in general -- let me ask this: Do you
7 know whether the order for that loop-port combination
8 could be processed totally electronically rather than
9 with any manual intervention?

10 A That I couldn't address.

11 Q And each of these assumptions we just walked
12 through is different from the assumptions that you
13 made and that were made in the study that Ms. Caldwell
14 performed; is that correct?

15 A I'm going to answer that but, again, with a
16 little bit of a caveat to it. The answer is yes, that
17 those assumptions are different. And, again, back to
18 the basics, as Mr. Varner so clearly tried to state,
19 there are unbundled elements which were designed that
20 way and set up, and I guess designed to be
21 interconnected to at various points. And they are
22 UNEs, they are unbundled elements. There's a variety
23 of different ones. When you go back up again to a
24 service level when it's an end-to-end service, the
25 process is entirely different as far as how you manage

1 that and how you assign it and how you treat it. And
2 that was under the resale umbrella.

3 Q Well, because of those differences is it
4 safe to say that if the Commission were to interpret
5 Issue 8 as MCI does, that the question is what are the
6 costs when an existing service, an existing loop and
7 port are migrated to MCI, that the cost study that you
8 supported really does not address that issue.

9 A I'm not sure which other way I could have
10 addressed it from a technical perspective. There were
11 two things that were available. Again, from --
12 staying away from the wording, staying away from the
13 contracts, looking at it from a logical and technical
14 perspective, which is what I have to do. There are
15 two ways of doing this. One is to leave it as is and
16 switch it as is, and essentially that was covered
17 under resale. The other part of that is to make it
18 available as unbundled network elements.

19 Q If the Commission were to agree with MCI
20 that leaving it as is, and switching it as is could be
21 done by a UNE combinations, that's not something your
22 cost looked at?

23 A No. The cost study that we did did not look
24 at it in that perspective. As I said there were two
25 different ways of looking at this, and one of them was

1 under a resale umbrella. If you moved it that way
2 that's the way it went, or you converted it into
3 unbundled elements and you handed it off to the ALEC
4 that way. Those are the two different avenues.

5 MR. MELSON: Okay. That's all I've got.
6 Thank you, Mr. Landry.

7 MR. LEMMER: Thank you, Madam Chairman.
8 Good afternoon, Commissioners. Tom Lemmer for AT&T.

9 CROSS EXAMINATION

10 BY MR. LEMMER:

11 Q Good afternoon, Mr. Landry.

12 A Sir.

13 Q Mr. Landry, are you an engineer by training?

14 A Yes.

15 Q And you have some experience in layout of
16 loops? The engineering of loops?

17 A Some background, yes.

18 Q Would you look at your direct testimony for
19 a moment, please. And specifically the two pages that
20 are your exhibit EL-1.

21 A I'm sorry, that one I did not print when I
22 took those.

23 (Hands document to witness.)

24 Q Mr. Landry, looking at the first page of the
25 Exhibit EL-1 attached to your direct testimony, would

1 you describe for me what this page is showing?

2 A It shows an end user connected through an
3 MDF to a BellSouth switch, drawing dial tone
4 essentially from the BellSouth switch, what you might
5 call a fairly simplified view of those things that are
6 typically out there. It doesn't show any cross boxes.
7 It did not show the NID. And the critical issue there
8 was the separation of loop and port into unbundled
9 elements.

10 Q In Page 2 of this exhibit, if you'd turn
11 over to that, that shows what happens when you
12 separate the loop and the port into unbundled network
13 elements; is that correct?

14 A Correct.

15 Q And the second page shows the need to
16 collocate and use collocated space and equipment if
17 you were a CLEC who wished to combine the loop and the
18 port; isn't that correct?

19 A Correct.

20 Q And continuing to look at Page 2, there are
21 a number of points of connection on this. For
22 example, the loop comes into the main distribution
23 frame and there are two points of connection on that
24 main distribution frame, correct?

25 A Correct.

1 Q And then there is a cross-connect from the
2 main distribution frame to the POT bay in the physical
3 collocation so there are additional points of
4 connection, correct?

5 A Yes.

6 Q And then there's a cross-connect back from
7 the POT bay back to the main distribution frame that
8 have additional points of connection, correct?

9 A Correct.

10 Q And then finally there is a further
11 connection from the cross-connect running back from
12 the POT bay to a connection that goes to the port,
13 correct?

14 A Correct. I guess maybe with a little bit of
15 an explanation on that, is those connections are
16 typical in the access world today where we're bringing
17 normal access services into a collocated space. And
18 in cases where, for example, maybe one of our own
19 retail services or loop has to go to a foreign wire
20 center, the connections would be very much like this
21 except they don't go to a POT bay.

22 So the fact that cross-connects do exist,
23 the fact that you have another frame and that
24 cross-connects do exist are things that are done in
25 the way of access services and retail services on a

1 daily basis all over BellSouth to go from the floor
2 where the local loop terminates to a floor where
3 equipment is, or where a toll terminal is where you
4 may be taking that to another central office
5 eventually to get to a POP.

6 So, again, it does show cross-connects. But
7 like I said, those are typical in a lot of retail
8 services and very much identical to this in the normal
9 access world today.

10 Q And if you look back at Page 1 of that
11 exhibit, there are two points of connection on that
12 particular exhibit. Would you agree with that, as it
13 is drawn?

14 A Yes.

15 Q And if you turn to Page 2, if I have counted
16 it up right, there are eight points of connection on
17 Exhibit 2?

18 A I'm not sure about the exact number of
19 connections. I guess if I go by your count it ends up
20 with three on the first page versus six within -- if I
21 include the connections inside the physical
22 collocation space. And as I've indicated again, those
23 connections from the frame through tie pairs to an
24 equipment floor within the CO that contains special
25 toll equipment, or to interconnect to toll facilities,

1 those connections are normal and typical connections
2 on Page 2 of normal access services today.

3 Q Isn't it true, though, that each point of
4 connection that is on a -- that connects a customer to
5 a port, each point of connection that you have
6 introduces the possibility of service degradation.
7 Isn't that true?

8 A The answer to your question would be yes, I
9 guess, with maybe again a little bit of a caveat or
10 explanation. I didn't show the connections in the
11 loop. I didn't show the connections at the NID. I
12 didn't show the connections of the inside wire to the
13 handset within the house. And I think if you look and
14 add all the points where the wires, the physical
15 wires, that go from the CO all the way to the end user
16 will at various times have to interconnect with other
17 wires, and that the ones you're going to add within
18 the CO are not as great a quantity or great as impact
19 on the overall connections in that loop.

20 Q Now --

21 A I do agree with you there are more
22 connections with this than on the other one. But
23 again, as I've indicated, services typically use that
24 many today. And when you look back at the loop and
25 the appearances in some cases of one, two or maybe

1 even three cross boxes in tandem, and, again, the
2 terminal at the house, the drop wire to the house, the
3 cross-connect at the NID, again you're talking about a
4 lot of connections.

5 Q Looking at Page 2 of the exhibit that we
6 have been looking at, were you here when Mr. Varner
7 stated earlier today that a possible alternative to
8 this type of collocated space would be to connect
9 wires with tape?

10 A I did hear that. The part, I think, that he
11 may have been speaking to there is the physical
12 collocation spaces within the CO are typically --
13 fairly well guarded as far as a lot of the CLECs --
14 maybe not so much in Florida, but in the other
15 states -- not wanting people into their space, wanting
16 to guard those spaces very closely; have walled,
17 closed, locked doors. I assumed his words were
18 pointing to once they are within that space, it is
19 essentially their function and their responsibility to
20 interconnect those as they desire to connect them.

21 Q In your judgment as an engineer is it sound
22 practice to make connections for service to a customer
23 using tape?

24 A I'll answer that with a little bit of a
25 caveat also. The answer to that would be no. But,

1 again, I don't think that his comment was pointed to
2 actually interconnecting it with tape. Again, it's
3 essentially an issue of this collocation space,
4 physical collocation within the CO belongs to an ALEC.
5 And in many cases they have not wanted to share what
6 was being done in there with the owner of the
7 building. There are certain safety codes that have to
8 be followed. But outside of those safety codes and
9 certain constraints they are pretty much free to
10 interconnect things as they want to within that space.

11 Q Let's shift gears and talk a minute about
12 the definition of basic local service.

13 Did you hear the testimony of Mr. Varner and
14 Mr. Hendrix regarding their definition of basic local
15 service?

16 A I heard parts of both, yes.

17 Q Well, did you hear their testimony regarding
18 how they defined basic local service?

19 A I can't say that I heard all of it, no.

20 Q Well, in your opinion isn't it true that
21 basic local service contains varying different
22 functionalities, it would include dial tone, ability
23 to dial out, various serving arrangement, operator
24 services, 911, interexchange access?

25 A Some of those functions basically, the

1 ability to do those, yes. The ability to access
2 certain other functions or features, yes.

3 Q But it is your definition -- your definition
4 of basic local service would be a service that
5 includes all of the functionalities that I just
6 listed; isn't that correct?

7 A Some of those, the ability to access. And,
8 again, it depends upon whether you're talking about
9 price at this point or you're talking about the
10 technical features associated with it. But yes, basic
11 service from my perspective would include the ability
12 to do those things.

13 Q Now, you say the ability to do those things.
14 Do you recall answering this question in your
15 deposition as to what constituted basic local service?

16 A Yes.

17 Q And do you recall that when you defined
18 local service, basic local service in your deposition,
19 you did not use the concept of capabilities or access?

20 A I may not have. Again, those things that
21 are billed on a per access part are things that I
22 don't always use at home, and from a work perspective
23 do not directly support.

24 Q So then your definition of basic local
25 service that you're now presenting to this Commission

1 to be defined on the basis of access to certain
2 capabilities is a definition that you formulated today
3 listening to Mr. Varner; isn't that correct?

4 A I don't know if I would call it that.
5 Again, it depends upon whether you're talking about
6 the price or you're talking about the technical
7 ability of the phone to be able to do that. If you
8 talk about the technical ability that when I pick up a
9 phone, that I can get to an operator, from my
10 perspective, then yes, that is part of what I consider
11 my basic local service. As far as what I pay for that
12 basic local service, that I incur an incremental
13 charge because I go to an operator services or I do
14 some other function on that call, three-way calling or
15 whatever, that would not be part of that basic local
16 service.

17 Q You testified earlier that you were not
18 someone who could testify to prices being charged.
19 That you were here to express an opinion as to certain
20 functions that were performed for nonrecurring costs
21 issues; isn't that correct?

22 A That's correct. But, again, I'm not sure
23 where your question is coming from because there was a
24 lot of interleaving, if I could call it that, of the
25 different issues as far as a basic price charged for

1 basic service. And in addition to that basic price,
2 if you had other functions or other features, then
3 there's an additional charge on top of what you might
4 be calling a local service.

5 Q But putting aside the pricing issues, which
6 you're not here to testify about, in response to a
7 question presented by the Staff during your
8 deposition, you were asked to explain what an end user
9 receives with basic local service. And your answer
10 said that that individual receiving basic local
11 service receives dial tone, the ability to dial out,
12 various serving arrangements, operator services, 911,
13 interexchange access; isn't that correct?

14 MS. WHITE: I object on the basis that that
15 is not what Mr. Landry testified to in his deposition.
16 And I would refer the Commission and Mr. Lemmer to
17 Pages 7 to 8 of Mr. Landry's deposition.

18 Q (By Mr. Lemmer) Do you have your
19 deposition, Mr. Landry?

20 A Yes.

21 Q Would you turn to Page 7? And if you would
22 look at Lines 9 through 12 that is the question that
23 you were asked by the Staff; isn't that correct? And
24 that question asked you what an end user receives with
25 basic local service. Do you see that?

1 A Yes.

2 Q And then on Lines 13 and 14 you said
3 "Typically I'd say the dial tone, the ability to dial
4 out and any number of serving arrangements," do you
5 see those words?

6 A Yes.

7 Q Then I would refer you over to Page 8,
8 Line 6, and the question was "What about access to
9 operator services, access directory assistance?" And
10 the answer is "Yes." And by answering yes you were
11 agreeing that access to operator services and access
12 to directory assistance was part of basic local
13 service. Would you agree with that? From the context
14 of your deposition?

15 A Yes. I read that. I guess I'm trying to
16 understand where you see that in conflict to what I've
17 said before about the ability to dial out and access
18 those things. I don't understand how you see that in
19 conflict with the statement that I made three or four
20 questions ago about my opinion of exactly what local
21 service was.

22 Q Well, let me ask you it this way: Do you
23 still subscribe to the definition of basic local
24 service that is provided or documented in your
25 deposition between Pages 7 -- Pages 7 through 14, and

1 you may need to peruse through that to answer that
2 question.

3 A From my personal perspective, when I pick up
4 the phone local service perspective, then, yes, those
5 are things I expect. I expect to have dial tone when
6 I pick up the phone. I expect to be able to dial
7 other people. I expect to be able to dial 911. I
8 expect to have access to an operator if I need one. I
9 expect to be able to call repair. Those are all
10 things, again, that I see as part of what I have when
11 I pick up my phone.

12 Q Now, if you looked down further on Page 8 of
13 your deposition, and I'm looking specifically
14 beginning at Line 21 running through Line 25, there
15 was a question posed regarding the network elements
16 that are necessary to provide basic local service. Do
17 you see that question?

18 A Yes.

19 Q And do you recollect answering that
20 question? And I would refer you to Pages 9 and 10 of
21 your deposition.

22 A Yes.

23 Q And isn't it fair to say that on Pages 9 and
24 10 of your deposition in answer to that question
25 regarding what network elements are required to

1 provide basis local service, you identified the NID,
2 the distribution, the feeder, the concentrator,
3 multiplexer and the switch.

4 A As necessary elements in that, yes.

5 Q And then let me refer you over to Page 14 of
6 your deposition, 14 and 15, and down at the bottom of
7 Page 14 there's a question that begins on Line 19 and
8 it ends on Line 23 that asks you if there's anything
9 else involved with the provisioning of basic local
10 service. Do you see that question?

11 A Page 14.

12 Q That is correct.

13 A Which line again?

14 Q Beginning on Line 19.

15 A Yes.

16 Q And in response to that question you
17 answered that in addition to the items we just listed
18 you stated that common transport, dedicated transport,
19 operator services and signaling were necessary to
20 basic local service; isn't that correct?

21 A But they were essential to be able to make
22 the calls that I make, yes.

23 Q So you'd agree that those network elements
24 that would include transport operator services and
25 signaling are necessary to basic local service. Would

1 you agree with that?

2 A To make the phone calls that I make, yes.
3 Some of those are long distance, some of those are
4 local. Those were necessary elements in being able to
5 complete the calls.

6 Q Let's change gears a little bit. The
7 testimony that you have provided for this Commission's
8 consideration relate to the provisioning of an
9 unbundled network element. Is that a fair statement?

10 A Yes.

11 Q And by provisioning we're talking making
12 that unbundled network element available to the
13 customer, and in this case it would be a CLEC,
14 correct?

15 A Yes.

16 Q Now, would it be fair to say that
17 provisioning involves -- potentially involves two
18 functions, functions that can be performed by the
19 operator support services and then physical activities
20 to actually make that network element work? Would you
21 agree that those are the fundamental two steps we're
22 talking about here?

23 A Your first one, you said operator support
24 services.

25 Q Operational support services -- systems, I'm

1 sorry. Operational support systems.

2 A To provision those requires a number of
3 different functions all the way from accepting the
4 order on the front end to processing it. It requires
5 a number of different work centers which are, in turn,
6 supported by operational support systems.

7 Q And the functions of operational support
8 systems are to perform electronically activities that
9 in prior years might have been performed manually. Is
10 that a fair statement?

11 A To a certain extent, yes. That some
12 functions can be done electronically today that were
13 manual in the past, that is correct. There are still
14 other functions that still today require manual work.

15 Q Now, from the standpoint -- well, one of the
16 functions that your operational support systems can
17 provide is an inventory-type function, would you agree
18 with that?

19 A On certain elements, yes.

20 Q And the purpose of the inventory function is
21 to let BellSouth know what it has in its network;
22 loops, NIDs, ports. Would you agree with that?

23 A For those items that are typically
24 inventoried the answer to that would be yes.

25 Q And the items that are typically inventoried

1 are what?

2 A Loops, some of the components of the loops,
3 the ports, the equipment within the central office.
4 The facilities between the different offices.

5 Q And by facilities between different offices
6 would those be facilities for transport?

7 A Yes.

8 Q Loops, ports, transport, all are network
9 elements; isn't that correct?

10 A In what context now?

11 Q Well, they are let me break that down.
12 Those are physical components that are used to provide
13 basic local telephone service, correct?

14 A They are physical components in the network.
15 I don't know that I would have called all of them,
16 especially the interoffice piece, a component of local
17 telephone service. From my perspective they are
18 typically not -- I wouldn't think of a trunk between
19 my serving wire center and another one as my own
20 personal trunk.

21 Q But absent that trunk, you couldn't call
22 somebody outside of your switch area, could you?

23 A That is correct.

24 Q Now, these physical elements that we're
25 talking about, the loop and the port, are also known

1 as unbundled network elements; isn't that correct?

2 A The answer to that is yes, with a little bit
3 of a caveat.

4 Q I'm sorry, the answer is?

5 A It's yes, with a little bit of a caveat.
6 There were things that were done to the loop and to
7 the port in the way of processing them to be able to
8 unbundle them and hand them off to an ALEC. From my
9 perspective, again strictly and logically speaking,
10 that a loop is a loop, and to make it an unbundled
11 element I've got to do something else to it. I've got
12 to separate it from what it may normally be tied to.

13 So in strictest terms, from my perspective,
14 the way you've defined them a loop and a port are not
15 unbundled elements. They can be managed into an
16 unbundled element. They can be made into an unbundled
17 element. But as themselves, typically do not exist as
18 an unbundled element.

19 Q Let me ask you this: The inventory, the
20 electronic inventory systems that BellSouth maintains,
21 I assume there is an inventory of available or I
22 should say existing loops; is that correct?

23 A Yes.

24 Q And that system is capable of reaching into
25 that pot of loops and pulling out one when one is

1 necessary to provide service to a customer, correct?

2 A Yes.

3 Q And that system is capable of identifying
4 that loop and using it because it exists as a loop. I
5 mean, you identify it because it exists. Is that a
6 fair statement?

7 A Yes. The fact that it does exist once it is
8 installed, its terminations, where it goes from and
9 to, are essentially built into this database. So as
10 you look for a facility to go from the wire center to
11 Building A or a certain address, the system will
12 assign that loop.

13 Q So the system has the capability of
14 electronically reaching in and identifying a loop
15 whether you call that loop an unbundled network
16 element or whether it is just simply some other type
17 of element, correct?

18 A The answer to that would be yes. Again,
19 with a little bit of a caveat. When you say
20 electronically, the fact that the loops are maintained
21 in an electronic database, the access to that database
22 can be mechanical from a service order perspective.
23 In some cases it can require the help, quote, unquote,
24 if you want to call it that, of a human to understand
25 exactly what was requested and to help bring back that

1 assignment. But yes, they are maintained in what is
2 called an electronic support system.

3 Q So that if a CLEC comes in and says "I would
4 like to order this loop and I'd like to order this
5 port," and by the way, those loops and ports are
6 connected already because they are providing current
7 service, that loop and that port can be identified by
8 your operational support systems electronically; isn't
9 that correct?

10 A Yes. They are resident in the database.
11 And if they are in use, would have, in the case of a
12 1-FB type service, a business-type service, would have
13 the telephone number of that service essentially
14 posted against the components that make up that
15 end-to-end service. That business telephone number
16 would be posted against the physical equipment that
17 represents the port and would be posted against those
18 components that are inventoried that make up the loop.
19 So they could be identified that way, yes.

20 Q So that if I'm a CLEC and I place a service
21 order for that loop and port, and I know the phone
22 number, your systems have the ability to identify the
23 port and the loop that are associated with that
24 particular customer; isn't that correct?

25 A The answer -- I guess the brief answer to

1 that is yes. And I'm not sure what you mean by
2 placing an order. You mean like a service order
3 asking that something be done with it; that it be
4 disconnected or that it be like migrated to a new
5 owner in the case of resale or something?

6 Q My question to you is if I, as a CLEC, put
7 in a service order, and I said I want this port and
8 this loop, and here's the phone number that they
9 currently are attached to, BellSouth has the
10 capability of identifying which port and which loop
11 service that particular telephone number; isn't that
12 correct?

13 A That is correct.

14 Q And for purposes of updating information
15 relating to that loop and that port, the updating of
16 that information is triggered by information
17 representing to that phone number; isn't that correct?

18 A I'm not sure that it's exactly that simple.
19 The phone number typically provides a key into that
20 database. And depending upon what you're trying to
21 update and which databases you're trying to get into,
22 that key is what would link the fact that those
23 facilities and that originating equipment are
24 currently tied to a specific telephone number, and
25 that you submit a service order with that telephone

1 number. The telephone number is the key to those
2 assignments. And depending upon what you're trying to
3 update or what you're trying to process, the
4 functionality and steps could change a little bit.

5 Q But given the descriptions you have just
6 provided me, then, is it correct to say that there
7 really is no need to split the loop order from the
8 port order when you can come in as a CLEC with the
9 telephone number for the customer you wish to service?

10 A Are you asking, I guess, in the context that
11 you would be placing a certain type of order -- for
12 example, resale. No, the two are not split. It's a
13 matter of updating the records.

14 Q Can you interrupt you?

15 A Yes.

16 Q My question relates to -- operational
17 system -- support system functionality. My question
18 doesn't go to whether it's resale or whether it's an
19 unbundled network element. So let me ask you a
20 predicate question. Do the operational support
21 systems at BellSouth function differently for a resale
22 order versus unbundled network order versus a
23 BellSouth order, or is it one system that simply
24 functions in the same manner?

25 A It is one system. Typically the element and

1 the way you've defined the element that you're trying
2 to get to, that defines the process of what you do
3 with it as far as an unbundled element and separating
4 it, as far as this is a resale and "switch as is" and
5 I'm not changing anything but the owner, versus a PIC
6 code change, which is a very simple update in a switch
7 compared to updating the owner on the downstream
8 records.

9 So, again, yes, the operational support
10 systems depend on a key. And typically that key that
11 is posted against all of those components that make up
12 the circuit as the identifier of the circuit for a
13 regular business line or residential line and certain
14 other services, that key is the telephone number. For
15 services that may not be switch based, and for
16 services like an unbundled loop, there are different
17 ways of identifying it since you really don't have
18 that resident -- are tied to a telephone or to a
19 switch based element, you use another identifier
20 called a serial number, and the serial number has
21 certain character -- not serial number itself, but the
22 service code and modifiers tell you a little bit about
23 the functionality of a circuit. And they do uniquely
24 identify the facilities that make up that service.

25 Q I believe you stated in your summary and

1 you've stated in your testimony that BellSouth's
2 operational support systems do not have the capability
3 for handling orders of combinations of loops and
4 ports. Is that a fair statement of what you've
5 testified to?

6 A I'll answer that but I need to expand a
7 little bit. Yes, that was the gist of my statement.

8 The process from my perspective treats a
9 series of components as an end-to-end service, as one
10 view of that. And that is a retail or resale type
11 service, where everything -- all the parts of that
12 represent one record in our database as far as a
13 maintenance record or as far as access to that record.
14 So all of the components carry the same circuit ID.
15 The example I used before, the telephone number, is
16 used to mark or to post against the port to show that
17 that physical equipment is tied to that telephone
18 number. So does any equipment, any tie pairs, any of
19 the loop components.

20 From trying to treat that end-to-end service
21 as a combination of unbundled elements, what I was
22 saying in my summary was my operational support
23 systems will not treat what AT&T and MCI have
24 requested as the process in here as a series of
25 unbundled elements. I can't treat those as an

1 end-to-end service on one record with the operational
2 support systems that are there. They just were not --
3 the process is illogical, if I can explain it that
4 way.

5 An unbundled element, the port piece carries
6 a certain identifier. The loop piece carries a
7 certain identifier. There are certain technical
8 parameters that are developed that define the
9 interfaces between those elements and where I meet my
10 owner or my provider, i.e., this case of collocation
11 space in the example I've used. And the operational
12 support systems will not let me put those two things
13 together as part of the same service record since they
14 are identified differently. To me and to the process,
15 to the way they were defined, they represent two
16 separate elements. They are two separate things.

17 Q So that if I understand your testimony
18 correctly then your operational support systems
19 function differently when you label -- when BellSouth
20 labels an order resale from when BellSouth labels an
21 order that it is filling for itself?

22 A I don't know that the operational support
23 systems function differently. It's just that the
24 process is two entirely different processes. One is a
25 service level process that includes -- it includes all

1 of the components, all of the inventory components
2 that are dedicated to that service; all the way from
3 the port to -- not including the NID but to the
4 distribution facilities that serve the prem. All of
5 those are related and integrated as a service and are
6 recorded and kept together as an end-to-end service.
7 That's one process.

8 The other one, which is the unbundled
9 element process, again, going back to the Act, and
10 going back to the fact that these are supposed to be
11 unbundled elements, you're supposed to take your
12 network apart and you make them available for
13 interconnection at technically feasible points.
14 Essentially what that unbundled element process is, in
15 in the perspective that the way we've developed it,
16 and the parameters that were developed by national
17 committees to allow the interaction and
18 interconnection of those components to another
19 provider, all of those were established and were set
20 up to treat those as elements. And, again, in trying
21 to keep it simple, the way that these things are
22 processed, you can't cram two of those together on the
23 same document and make them one element and keep the
24 technical definition and the parameters that were
25 designed and agreed to to be with UNEs as part of

1 that. I either go one way or the other. If I have to
2 put them both together, the only way my operational
3 support systems can process that, the same way that I
4 do either a retail or resale service today, is to
5 treat it as an end-to-end service and to process it
6 and activate it that way.

7 Q BellSouth did not change its operational
8 support systems to reflect the Act's definition of an
9 unbundled network element, did it?

10 A There were a number of things that were done
11 to the operational support systems to support the Act.
12 Changing -- your question, changing the operational
13 support systems is a fairly broad question. But there
14 were substantial changes made to the way that the
15 operational support systems process and design certain
16 services, especially the unbundled elements. There
17 were new parameters that were agreed to as far as how
18 you interface, how you accept handoffs from an
19 alternate provider or from an ALEC to BellSouth. All
20 of those required substantial changes, yes.

21 Q Mr. Landry, if I'm a CLEC and I place an
22 order and I say I want this loop and this port to
23 serve customer X, and assume that it's appropriate
24 under the Commission's order for me to order that loop
25 and that port combined, you can go into your

1 operational support systems and find that loop and
2 port in your systems, correct?

3 A That is correct.

4 Q And you can go into your systems and you can
5 update information relating to that loop and that port
6 based on the telephone number as the identifier,
7 correct?

8 A Under the assumption that I'm going to leave
9 them together like I leave a service up today, an
10 end-to-end service up today, then the answer is yes.
11 I can find it, I can do it and as the same way that I
12 do resale.

13 MR. LEMMER: That's all I have. Thank you.

14 CHAIRMAN JOHNSON: Staff.

15 CROSS EXAMINATION

16 BY MR. PELLEGRINI:

17 Q Mr. Landry, I have a series of questions I
18 want to ask you with reference to Ms. Caldwell's
19 testimony. Do you have that at hand?

20 A I have the attachments to hers.

21 Q Yes. Yes.

22 In Staff's deposition of Ms. Caldwell, which
23 followed yours, Ms. Caldwell testified that she was
24 familiar with fallout resolution activity in the local
25 carrier service center, or the LCSC, but she was not

1 familiar with downstream fallout resolution activity.
2 And she said, however, that you would be. Is that the
3 case?

4 A Yes.

5 Q All right. Would you look at -- would you
6 look first at Page 3 of DDC-1 for a 2-wire analog
7 voice grade loop, and then Page 11 for a 2-wire analog
8 port.

9 A Yes.

10 Q Could you identify each of the work
11 streams -- each of the work centers, or by JFC code,
12 downstream from LCSC that are involved with fallout
13 resolution?

14 A Specifically with fallout resolution?

15 Q Yes. Yes.

16 A Under the 2-wire port, Page 3. The CPG,
17 470X.

18 Q That's the loop on Page 3?

19 A Yes, I'm sorry, that's the one you wanted
20 first was the loop?

21 Q Yes.

22 A 470X, the circuit provisioning group. The
23 WMC and the ACAC are not driven by fallout, neither is
24 the special services installation and maintenance,
25 although they do show there is a percentage

1 application for the dispatch in their time that is not
2 considered fallout.

3 The 400X, the AFIG, would be the next one
4 and CPG is shown again. Outside plant, the 32XX would
5 be another one that's driven by fallout, the 431X, the
6 central office installation and maintenance is not
7 driven by fallout, it's driven by physical activity
8 within the CO. And essentially that's it for the
9 loop.

10 Q When you say "are driven by," you mean to
11 say that these work centers have functions to perform
12 related to fallout resolution?

13 A No. Three different categories I guess.
14 One is is physical work that has to be done one way or
15 the other. And in that I include like a central
16 office person. Their work driver is not fallout but
17 it's going to be the physical connection of a loop, a
18 cross-connect that's going from a loop, say, to a
19 collocation space. That is not fallout in my, I
20 guess -- not considered fallout in my understanding of
21 fallout.

22 So they have work to perform on that order.
23 The work may vary a little bit from central office to
24 central office, but on an average, you know, their
25 time is shown on there and essentially they are not

1 driven by fallout.

2 Q Well, I'm concerned about service orders
3 that cannot be processed by reason of a defect or
4 discrepancy of some kind, and I'm interested in
5 establishing those work centers who then become
6 involved to clear the defect or the discrepancy and
7 permit the service order to be processed?

8 A We have the same understanding, and the
9 centers, as I indicated earlier, were the ones that
10 are driven by that.

11 Q All right. Then on Page 11 for the port, if
12 you completed your analysis on Page 3.

13 A On Page 11 the two on there that would
14 typically be driven by the fallout piece would be the
15 2730, which is the network services clerical, along
16 with the RC mag, which is the line translations into
17 the switch, 4N1X, and ACAC shown at the bottom has
18 specific functionality on that, the central office
19 person as we've talked about before driven by the
20 physical work.

21 Q By the way, I think you testified earlier
22 that the nonrecurring cost development study
23 presupposes a physically collocated ALEC. Is that
24 correct? Is it based upon an ALEC being physically
25 collocated, this cost study? I thought that was your

1 response to a question Mr. Melson asked you.

2 A It does not presuppose that somebody has to
3 be physically collocated. The loop itself sort of
4 stands alone, understanding that you're going to have
5 to fragment that loop or you're going to have to
6 separate it into an unbundled element and take it
7 someplace else is essentially what the assumption is
8 with that.

9 For example, an unbundled loop could be put
10 on to a concentrated transport system. And the
11 unbundled loop charges are essentially the same as the
12 charges shown on here. The difference between taking
13 it to a collocation space and putting it on a
14 concentrated transport, our other offering, would be
15 in the feature activation charge associated with the
16 concentrated transport or the cross-connect going to
17 the collocation space would be where those work items
18 would be resident.

19 What's common to the loop, I guess, is the
20 fact that it is going to be handed to somebody else
21 and you do have the technical parameters that
22 typically drive the interconnection of that loop to
23 somebody else. Connecting facility assignment,
24 network channel code and network channel interface
25 codes, the three technical parameters that do have a

1 lot of effect on the fallout rate.

2 Q All right. Look next at Page 7 for 2-wire
3 ISDN digital grade loop, and Page 15 for 2-wire ISDN
4 port. Are there any additional work centers, that is
5 additional to those which you identified on Pages 3
6 and 11 that are involved with fallout resolution?

7 A The only additional one that's shown in
8 there is the PICs, or the plug in, which is also
9 driven in some cases by fallout.

10 Q Is that 341X?

11 A Yes.

12 Q That's the only additional one?

13 A Yes. The other centers are essentially the
14 same. As far as those centers that are affected by
15 fallout, the AFIG, CPG, the outside plant.

16 Q What about on Page 15, are there additional
17 ones there? Page 15.

18 A No, essentially the same one, except this
19 one also has the addition of plug in group, the PIC
20 group.

21 Q That's involved in fallout resolution?

22 A Yes, 3AZX.

23 Q All right. Turn then now to Page 9, 4-wire
24 DS-1 digital loop and Page 17, 4-wire ISDN DS-1 port.
25 Again, are there additional work centers shown there?

1 A Second page was 17?

2 Q Yes.

3 A 9 and 17.

4 No, sir. Essentially the same groups.

5 Q Mr. Landry, during Staff's deposition you
6 testified that you were responsible for the work time
7 inputs used by Ms. Caldwell in exhibit DDC-1, did you
8 not?

9 A Yes. With a little bit of a caveat. My
10 function was to call together a group of the network
11 people who developed the processes, the methods.
12 Those network subject matter experts that do support
13 the field with everything from doing training and
14 roll-outs and, I guess, technical support questions
15 associate with the unbundled elements, and as part of
16 my function to pull together the time elements
17 associated with processing those. So the majority of
18 these came through me to the cost group and then on to
19 Ms. Caldwell.

20 Q All right. Can I ask you to look once again
21 at Pages 3 and 11 concerning the 2-wire analog voice
22 grade loop and port. And would you identify for me --
23 would you associated each one of those work centers
24 with its involvement in preordering, ordering,
25 provisioning, maintenance and repair and billing?

1 Beginning on Page 3.

2 A The preordering piece of it, I am not
3 familiar with. I don't think any of the centers would
4 be involved. The output or the updates of some of
5 these centers, the things that they perform feed
6 databases that I understand is part of a RSAG address
7 database or functionalities associated with a switch.

8 So through the performance of some of these
9 centers' functions, they would, in some fashion,
10 impact or provide information to a set of databases
11 that could be part of preordering. But leaving
12 preordering out --

13 Q Which ones are involved with ordering?

14 A Pardon?

15 Q Which ones are involved with ordering?

16 A Ordering?

17 Q To begin with.

18 A This specific service here, the ICSC, the
19 very first one, the 2300, would be involved in
20 receiving the service request from the ALEC and
21 processing that into an internal BellSouth service
22 order.

23 Q Okay.

24 A And essentially the rest of those centers,
25 once an order has been processed and put into a

1 system, the rest of the centers that show down there
2 would be the ones that would be involved in what you
3 might refer to as provisioning or turning up the
4 service.

5 Q Fine. All of the rest?

6 A Yes.

7 Q All right. What about maintenance and
8 repair?

9 A As far as maintenance and repair, the 471X,
10 which is the ACAC is typically the first point of
11 contact when a customer has a specific problem. The
12 ACAC through isolation testing would then get either
13 one of two or both groups involved in repairing that,
14 and that would typically be the special service -- or
15 the installation and maintenance people would be the
16 outside field forces if it's determined that the
17 problem is outside, and that's the 411X.

18 If it's determined that the problem is
19 within the CO, the 431S, which is the central office
20 person, would be the one that would be involved in
21 repairing this within a CO.

22 Q Which of these, if any, is involved with
23 billing?

24 A From a billing perspective, a normal
25 billing, without any additional cooperative testing,

1 without any overtime or anything else, the only one
2 that I see would be involved in that would be the
3 ICSC, and that's by their conversion of a service
4 request to billable USOCs that appear on the BellSouth
5 order.

6 Once that's done, typically the other
7 centers are not involved in billing unless, for some
8 reason, the ALEC may request additional cooperative
9 testing. The additional cooperative testing, the time
10 spent on that would be captured and turned in by the
11 ACAC center, the 471X, but that is on an exception
12 basis and is not part of the norm.

13 Q Okay. Do the same thing for me on Page 11
14 then, please.

15 A Typically the same thing. Again, the ICSC
16 would be the person involved in receiving the service
17 request, converting it to a service order and issuing
18 it downstream. The rest of the groups in there
19 essentially involved in what you refer to as
20 provisioning.

21 Q Yes.

22 A From a maintenance or repair, the ACAC
23 center would be the one to get the call. In this case
24 just within the CO would dispatch the 431X, or the
25 central office maintenance people on a maintenance

1 call. The same issue would appear, or would apply in
2 the case of billing, that if for some reason the ALEC
3 wants additional cooperative testing or there is
4 something that is not part of the norm, then that
5 billing, that additional time, would be captured by
6 and submitted by the ACAC center through the billing
7 process.

8 Q Look at Page 7 and 15. For the additional
9 work centers shown on those sheets, can you make those
10 same identifications for me, please, just for the
11 additional ones. I mean, additional to Pages 3 and
12 11, of course.

13 A Essentially the ICSC, again, the single
14 point of contact associated with the ordering of the
15 service or the conversion of the request into a
16 service order. The rest of the centers downstream
17 would be involved in provisioning, and from a
18 maintenance perspective, again, the ACAC being the
19 single point of contact, would typically, if there was
20 a problem, isolate it and determine and dispatch
21 either the installation and maintenance, the 411X, or
22 the 431X, the central office. Billing would again be
23 the same as it was on the other one if there was
24 additional -- something additional associated with
25 this particular loop, the ACAC would be the one to

1 coordinate the rendering of the time associated with
2 that extra function.

3 Q Okay. Then 15, Page 15.

4 A The ICSC, the single point of contact.

5 Again, with converting the service request with a
6 service order, the rest of the centers involved in
7 provisioning the service. From a maintenance
8 perspective the ACAC, again, receiving the order.
9 This one being just within the building, would
10 typically go to the central office installation group.
11 It could be possibly something wrong, or an issue with
12 the translations in the switch, although that should
13 be discovered as part of the turn up. But the RC mag
14 group or 4N1X could also become involved in a
15 maintenance issue.

16 Q Okay. And, finally, make those same
17 identifications on Page 9 and 17, and, again, only for
18 those work centers that you did not address
19 previously.

20 A The ICSC. Again, the conversion of a
21 service request to a service order. The rest of the
22 centers involved in the provisioning process. The
23 maintenance call would come into the ACAC, the 471X
24 group, and would be referred either outside to the 411
25 group, the special services, or to the 431 group, the

1 inside or the central office. Additional billing
2 would be the same as on the other one; would be
3 something initiated by the ACAC because of additional
4 time spent by one of the other centers in doing
5 additional cooperative testing. The second page was
6 15?

7 Q No.

8 A 17?

9 Q It was 17.

10 A ICSC. Again, conversion of the service
11 request to a service order. Single point of contact.
12 The rest of the groups in there involved in
13 provisioning. Turn up at the service. From a
14 maintenance perspective the ACAC, the single point of
15 contact on a trouble call, typically the trouble call
16 would involve a central office installation and
17 maintenance, the 431X for something wrong within the
18 CO. It might involve the switch and trunk
19 translations group if there was something with the
20 translations that needed to be looked at.

21 The 4N2X, from a billing perspective, again
22 the ACAC would coordinate the rendering of any
23 additional time that required accounting because of
24 additional cooperative testing.

25 MR. PELLEGRINI: Thank you, Mr. Landry.

1 **CHAIRMAN JOHNSON:** Commissioners? Redirect?

2 **MS. WHITE:** No redirect.

3 **CHAIRMAN JOHNSON:** Exhibits.

4 **MS. WHITE:** BellSouth would move Exhibit 33.

5 **CHAIRMAN JOHNSON:** Show that admitted
6 without objection.

7 **MR. PELLEGRINI:** Staff moves exhibits 32 and
8 34.

9 **CHAIRMAN JOHNSON:** Show those admitted
10 without objection.

11 (Exhibits 32 through 34 received in
12 evidence.)

13 **CHAIRMAN JOHNSON:** Thank you, sir. You're
14 excused. Staff are there --

15 **MS. WHITE:** At this time we would move
16 Ms. Caldwell's testimony into the record. It's
17 stipulated she had four pages of direct, three pages
18 of rebuttal, and two pages of supplemental rebuttal,
19 and two exhibits, DDC-1 attached to her direct
20 testimony, and DDC-2 attached to her supplement
21 rebuttal. So I'd ask that all of her testimony be
22 inserted into the record as though read.

23 **CHAIRMAN JOHNSON:** It will be so inserted.

24 **MS. WHITE:** And I would ask that the two
25 exhibits DDC-1 and DDC-2 be marked for identification.

1 **CHAIRMAN JOHNSON:** DDC-1 and 2 will be
2 marked as Composite Exhibit 35.

3 **MS. WHITE:** And I would ask that those be --

4 **CHAIRMAN JOHNSON:** It will be admitted
5 without objection.

6 (Composite Exhibit 35 marked for
7 identification and received in evidence.)

8 **MS. WHITE:** Thank you.

9 **MR. PELLEGRINI:** And Staff proffers exhibit
10 DDC-2, consisting of Ms. Caldwell's February 24th,
11 1998, deposition transcript, as well as late-filed
12 Deposition Exhibits 1 through 3, and we ask that it be
13 identified and admitted.

14 **CHAIRMAN JOHNSON:** Okay. Let me go back to
15 the exhibits that were attached. You said that was
16 DDC-1 and 2?

17 **MS. WHITE:** 1 and 2, yes, ma'am. DDC-2 was
18 attached to the supplemental rebuttal, which was
19 actually just a response to the audit, the Staff
20 audit.

21 **CHAIRMAN JOHNSON:** Okay. And then I'll mark
22 Staff Exhibit 36 composite exhibit, and the short
23 title will be "February 24th deposition transcript
24 Page 1, and Late-filed Depo Page 65."

25 **MR. PELLEGRINI:** Commissioner Johnson,

1 because Ms. Caldwell was unavailable in this hearing,
2 Staff will take a late deposition of Ms. Caldwell
3 which is tentatively scheduled for March 23rd.

4 MS. WHITE: Do you want to go ahead and mark
5 that as an exhibit?

6 MR. PELLEGRINI: Which?

7 MS. WHITE: The deposition to be taken? As
8 like a late-filed?

9 MR. PELLEGRINI: I guess that makes sense.

10 MS. WHITE: The transcript as a late-filed.

11 CHAIRMAN JOHNSON: I'm sorry. Let me admit
12 the Exhibit 36, and you said 37 will be a late-filed?

13 MR. PELLEGRINI: It will be the transcript
14 of Ms. Caldwell's late deposition.

15 CHAIRMAN JOHNSON: "Transcript of Caldwell
16 Deposition." Okay.

17 (Exhibit 36 marked for identification and
18 received in evidence.)

19 (Late-Filed Exhibit 37 identified.)

20 MR. PELLEGRINI: Thank you, Ms. White.

21

22

23

24

25

BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF
D. DAONNE CALDWELL
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971140-TP (RECOMBINATION)
JANUARY 29, 1998

Q. PLEASE STATE YOUR NAME, OCCUPATION AND ADDRESS.

A. My name is D. Daonne Caldwell. I am a Director in the Finance Department of BellSouth Telecommunications, Inc. (hereinafter referred to as "BellSouth" or "the Company"). My area of responsibility relates to economic service costs. My business address is 675 W. Peachtree St., N.E., Atlanta, Georgia, 30375.

Q. PLEASE STATE YOUR PROFESSIONAL EXPERIENCE AND EDUCATION RELATED TO THE ISSUES IN THIS PROCEEDING.

A. I joined South Central Bell in 1976 in the Tupelo, Mississippi, Engineering Department where I was responsible for Outside Plant Planning. In 1983, I transferred to BellSouth Services, Inc. in Birmingham, Alabama, and was responsible for the Centralized Results System Data Base. I moved to the Pricing and Economics Department in 1984 where I developed methodology for service cost studies until 1986 when I accepted a rotational assignment with Bell Communications Research, Inc. (Bellcore). While at Bellcore, I was responsible for development and instruction of the Service Cost Studies Curriculum including courses such as "Concepts of Service Cost Studies", "Network Service Costs", "Nonrecurring Costs", and "Cost Studies for New

1 Technologies". In 1990, I returned to BellSouth and was appointed to a
2 position in the cost organization, which is now a part of the Finance
3 Department, with the responsibility of managing the development of cost studies
4 for transport facilities, both loop and interoffice. Since mid-1996, I have been
5 dedicated to reviewing BellSouth's cost methodology and cost study results.

6 I attended the University of Mississippi, graduating with a Master of Science
7 Degree in mathematics. I have attended numerous Bellcore courses and outside
8 seminars relating to service cost studies and economic principles.

9 **Q. PLEASE STATE YOUR RELEVANT EXPERIENCE IN TESTIFYING.**

10 A. I have testified in each of the nine BellSouth states in the local competition
11 dockets, including arbitration dockets and/or generic cost dockets.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 The purpose of my testimony is to describe the methodology used to develop
14 nonrecurring costs for Unbundled Network Elements (UNEs) listed in issue 8
15 where these elements are ordered in combination.

16 **Q. WHY ARE THESE COSTS BEING DETERMINED?**

17 A. As BellSouth witness Al Varner explains in his testimony, the question arose as
18 to duplicate costs incurred when ordering an unbundled loop and an unbundled
19 port on the same service request. In response to this inquiry, studies were
20 conducted which determined the nonrecurring costs when the following elements
21 were ordered together on the same service order:

- 22 • 2-Wire Analog Loop and Port

- 1 • 2-Wire ISDN Loop and Port
- 2 • 4-Wire Analog Loop and Port
- 3 • 4-Wire DS1 and Port

4 **Q. HOW WERE THE COSTS DETERMINED?**

5 A. In order to develop these costs, BellSouth's cost analysts consulted with
6 network subject matter experts to determine work activities involved in
7 provisioning these elements when they are ordered together as opposed to being
8 ordered separately. The work times associated with these activities, both when
9 ordered individually and when ordered on the same request, were multiplied by
10 the direct labor rate. Additionally, shared and common costs were added to the
11 direct costs and gross receipts tax was applied. The Total Service Long Run
12 Incremental Cost (TSLRIC) plus shared and common nonrecurring cost results
13 and supporting calculations, both for loops and ports ordered on an individual
14 basis and when they are ordered together, are included as Exhibit DDC-1. The
15 first page of this document summarizes the cost difference between ordering
16 loops and ports individually and ordering them on the same service request.

17 **Q. PLEASE ELABORATE ON THE DIFFERENCES BETWEEN THE**
18 **NONRECURRING RESULTS.**

19 A. BellSouth witness Eno Landry, in his testimony, discusses the work activities
20 associated with provisioning these elements when they are ordered together and
21 contrasts these efforts to providing these elements as stand alone items. The only
22 difference between the two scenarios is in the Access Customer Advocate Center

1 (ACAC) work times. When a loop and port are ordered on the same order, the
2 coordination component of the ACAC work time is reduced.

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

4 A. Yes.

5

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **REBUTTAL TESTIMONY OF D. DAONNE CALDWELL**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **DOCKET NO. 971140-TP (RECOMBINATION)**
5 **FEBRUARY 20, 1998**
6

7 Q. PLEASE STATE YOUR NAME, OCCUPATION AND ADDRESS.

8 A. My name is D. Daonne Caldwell. I am a Director in the Finance
9 Department of BellSouth Telecommunications, Inc. (hereinafter referred
10 to as "BellSouth" or "the Company"). My area of responsibility
11 encompasses the development of economic costs. My business
12 address is 675 W. Peachtree St., N.E., Atlanta, Georgia, 30375.

13

14 Q. ARE YOU THE SAME D. DAONNE CALDWELL WHO FILED DIRECT
15 PANEL TESTIMONY IN THIS DOCKET?

16 A. Yes.
17

18 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

19 A. The purpose of my testimony is to rebut testimony provided by
20 witnesses for AT&T and MCI.

21

22 Q. MR. LYNOTT AND MR. HYDE HAVE PROPOSED COSTS WHICH
23 ARE SUBSTANTIALLY LOWER THAN THOSE PRESENTED BY
24 BELLSOUTH. CAN YOU COMMENT ON THE DIFFERENCES?

25

1 A. Yes. The main difference stems from the underlying assumption about
2 what these costs should reflect. The AT&T/MCI interpretation is that
3 the purpose of this docket is to determine the cost of transferring an
4 existing BellSouth customer to an Alternative Local Exchange
5 Company (ALEC), i.e. "migration". However, as Mr. Varner makes
6 perfectly clear in both his direct and rebuttal testimony, one of the goals
7 of this proceeding is to eliminate duplicate cost recovery in
8 nonrecurring charges for stand alone elements when requested at the
9 same time on the same order. This is exactly what was done by
10 BellSouth and what was presented in my direct testimony, that is, the
11 difference in cost between ordering a loop and port individually as
12 compared to when they are ordered on the same service request. Mr.
13 Varner then utilized the resulting percent difference to ascertain the
14 "savings" incurred when a loop and port are requested on the same
15 order.

16
17 Q. CAN YOU ELABORATE ON WHY THE NEW COSTS EXCEED THE
18 CURRENT RATES IN EFFECT?

19 A. Yes. At the time the original 1996 nonrecurring cost studies were
20 conducted, methods and procedures had not been finalized and
21 several technical issues were still being resolved. Thus, work flows
22 from existing retail services were used as a guide to developing the
23 costs presented in the 1996 time frame. The newer studies reflect
24 BellSouth's experience gleaned in processing orders for unbundled
25 elements. For example, it was determined an interface organization,

1 the Access Carrier Advocacy Center (ACAC) was required to ensure
2 dates were met and transmission standards were maintained. Thus,
3 the ACAC organization plays an integral part in the new studies being
4 presented. Additionally, only minimal testing was included for the loop
5 in the 1996 studies. As BellSouth witness, Mr. Landry, explains testing
6 is an important step in ensuring that the unbundled loop meets
7 transmission standards. The 1997 studies reflect the level of testing
8 required to meet transmission standards outlined in arbitration
9 agreements.

10

11 Q. DO YOU HAVE ANY FURTHER COMMENTS ON THE
12 NONRECURRING COSTS PRESENTED BY AT&T/MCI WITNESSES?

13 A. Yes. As I have stated in my deposition and in rebuttal testimony in
14 Docket No. 960833-TP, the nonrecurring model touted by AT&T/MCI is
15 based upon an unobtainable level of mechanization. The seamless
16 processing assumed in their model anticipates every Operational
17 Support System (OSS) is totally compatible, with limited order fall-out.
18 Probably the most blatant misconception in their model is that every
19 piece of required equipment is in place from the central office to every
20 subscriber. This is not an arrangement BellSouth, nor any company,
21 would design in its network since it is not economical due to the capital
22 investment required.

23

24 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

25 A. Yes.

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **SUPPLEMENTAL REBUTTAL TESTIMONY OF D. DAONNE CALDWELL**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **DOCKET NO. 971140-TP**
5 **FEBRUARY 23, 1998**

6
7 Q. PLEASE STATE YOUR NAME, OCCUPATION AND ADDRESS.

8 A. My name is D. Daonne Caldwell. I am a Director in the Finance
9 Department of BellSouth Telecommunications, Inc. (hereinafter referred
10 to as "BellSouth" or "the Company"). My area of responsibility
11 encompasses the development of economic costs. My business
12 address is 675 W. Peachtree St., N.E., Atlanta, Georgia, 30375.

13
14 Q. ARE YOU THE SAME D. DAONNE CALDWELL WHO FILED DIRECT
15 TESTIMONY IN THIS DOCKET?

16 A. Yes.

17
18 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

19 A. The purpose of my testimony is to respond to the testimony, audit
20 opinions and observations provided by Florida Public Service
21 Commission Staff's witness, Ruth Young. Specifically, I am sponsoring
22 BellSouth's Response to the Commission Staff's Audit (identified as
23 Exhibit No. DDC-2) that was released February 19, 1998 in this docket.

24

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1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.

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1 **MR. BOND:** Mr. Martinez's testimony was also
2 stipulated to. He had 14 pages of rebuttal testimony,
3 and MCI would ask that that be inserted into the
4 record as though read.

5 **CHAIRMAN JOHNSON:** It will be inserted into
6 the record as though read.

7 **MR. BOND:** Mr. Martinez also had one
8 exhibit, RM-1 and if we could enter into mark it and
9 enter it into the record.

10 **CHAIRMAN JOHNSON:** We'll identify that as 38
11 RM-1, and show that admitted without objection.

12 **MR. BOND:** Thank you.

13 **COMMISSIONER GARCIA:** What with we marked
14 Caldwell's exhibit as?

15 **CHAIRMAN JOHNSON:** Which one of them?

16 The Staff one was 36, and 37 is going to be
17 the late-filed, it will be the transcript. And 38 is
18 the MCI, RM-1. 39 will be Staff's. The latest one
19 they just handed us RM-2. And we'll show RM-2, which
20 is Exhibit 39, admitted without objection.

21 (Exhibits 38 and 39 marked for
22 identification and received in evidence.)
23
24
25

**MCI TELECOMMUNICATIONS CORPORATION AND
MCI metro ACCESS TRANSMISSION SERVICES, INC.
REBUTTAL TESTIMONY OF RON MARTINEZ
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

DOCKET NO. 971140-TP

FEBRUARY 20, 1998

I. Introduction

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION.

A. My name is Ronald Martinez. My business address is 780 Johnson Ferry Road, Atlanta, Georgia 30342. I am employed by MCI Telecommunications Corporation ("MCI") in the Law and Public Policy group as an Executive Staff Member II. My responsibilities in my current position include working with the MCI business units to ensure timely introduction of products and services.

Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND EXPERIENCE.

A. In my previous position at MCI, I managed the business relationships between MCI and approximately 500 independent local exchange companies ("LECs") in twenty-one states. I have experience in network engineering, administration and planning; facilities engineering, management and planning; network sales; and technical sales support. Prior to joining MCI, I was the Director of Labs for Contel Executone for several years. Before that, I worked for 16 years in the Bell system in numerous engineering, sales and

1 sales support functions. I have a Master of Science degree in Operations Research, and a
2 Bachelor of Science degree in Electrical Engineering from the University of New Haven.
3 I was one of the principal negotiators in the negotiations between BellSouth and MCI
4 which were conducted pursuant to Section 252 of the Telecommunications Act of 1996
5 (the "Act").
6

7 **II. Purpose of Rebuttal Testimony**

8 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

9 A. The purpose of my rebuttal testimony is to respond to portions of the direct testimony of
10 BellSouth witnesses Jerry Hendrix, Alphonso J. Varner, and Eno Landry. I participated
11 in the negotiations of the MCI/BellSouth Interconnection Agreement. In my testimony, I
12 respond to statements made by BellSouth's witnesses about the terms of the Agreement
13 and the negotiation and arbitration process. I explain how some of the key provisions in
14 the Agreement were negotiated rather than arbitrated. In addition, I explain how
15 BellSouth's positions on the issues in this matter are fundamentally inconsistent with the
16 terms of the Agreement.
17

18 **III. Response to Testimony of Jerry Hendrix and Alphonso Varner**

19 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF JERRY HENDRIX
20 AND ALPHONSO J. VARNER FILED BY BELL SOUTH IN THIS MATTER?**

21 A. Yes.
22

23 **Q. ON PAGE 4, LINES 5 TO 16, MR. HENDRIX QUOTES FROM THE
24 COMMISSION'S MARCH 19, 1997 FINAL ORDER ON MOTION FOR**

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1 **RECONSIDERATION. IN THAT SAME ORDER, DIDN'T THE COMMISSION**
2 **STATE THAT BELL SOUTH WAS MERELY PRESENTING ITS PREVIOUS**
3 **ARGUMENT FROM A DIFFERENT ANGLE AND THAT THE COMMISSION**
4 **HAD ALREADY DECIDED THE ISSUE?**

5 A. Yes. Mr. Hendrix selectively quotes from two paragraphs in the order. The complete
6 paragraphs are as follows, the language omitted by Mr. Hendrix is in bold:

7
8 In our original arbitration proceeding in this docket, we were not presented
9 with the specific issue of the pricing of recombined elements when
10 recreating the same service offered for resale. **In raising this issue,**
11 **BellSouth appears to be rearguing its case from a different angle.**
12 **Such an attempt to engraft new arguments onto an issue which has**
13 **already been fully addressed is inappropriate. See Sherwood v. State,**
14 **111 So. 2d 96 at 99 (Fla. 3rd DCA 1959)(advancing new or other**
15 **points identified as one of several reasons for rejecting a motion for**
16 **rehearing). See also Diamond Cab Co. v. King, 146 So. 2d 889 at 891**
17 **(stating that rehearing is not available for re-arguing the whole case**
18 **simply because the losing party disagrees).**

19
20 Furthermore, we set rates only for the specific unbundled elements that the
21 parties requested. Therefore, it is not clear from the record in this
22 proceeding that our decision included rates for all elements necessary to
23 recreate a complete retail service. Thus, it is inappropriate for us to make a
24 determination on this issue at this time. **As such, we find that BellSouth's**
25 **motion does not identify any point of fact or law that we failed to**

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1 address. We agree with AT&T and MCI that BellSouth is merely
2 presenting its previous argument from a different angle in an effort to
3 have us reconsider an issue which we have already considered and
4 decided. Nevertheless, we note that we would be very concerned if
5 recombining network elements to recreate a service could be used to
6 undercut the resale price of the service.

7
8 **Q. ON PAGE 6, LINES 1 TO 16, MR. HENDRIX STATES THAT THE**
9 **AGREEMENT DOES NOT SPECIFY HOW PRICES WILL BE DETERMINED**
10 **FOR UNE COMBINATIONS. DO YOU AGREE?**

11 **A.** No. Chip Parker has addressed in his direct testimony the fact that the Agreement does
12 specify how prices will be determined. Mr. Parker also describes in his rebuttal testimony
13 how Mr. Hendrix has ignored the provisions of the Agreement.

14
15 Mr. Hendrix apparently is taking the position that the language in Section 8 of
16 Attachment I has nothing to do with the pricing of UNE combinations and that the
17 agreement does not specify how prices will be determine whether or not the combination
18 “recreates” a BellSouth retail service. On page 4, lines 22 to 24, of his testimony, Mr.
19 Hendrix sets forth the language regarding pricing of “recreated” services which BellSouth
20 proposed to the Commission on April 4, 1997. Mr. Hendrix acknowledges that the
21 Commission rejected this language. Not surprisingly, however, Mr. Hendrix’ testimony
22 does not describe where in the Agreement BellSouth wanted to place that proposed
23 language. BellSouth wanted that language in the middle of Section 8 of Attachment 1 as
24 shown below:

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1 The recurring and non-recurring prices for Unbundled Network Elements
2 (UNEs) in Table 1 of this Attachment are appropriate for UNEs on an
3 individual, stand-alone basis. When two or more network elements are
4 combined, these prices may lead to duplicate charges. BellSouth shall
5 provide recurring and non-recurring charges that do not include duplicate
6 charges for functions or activities that MCIIm does not need when two or
7 more network elements are combined in a single order. MCIIm and
8 BellSouth shall work together to establish recurring and nonrecurring
9 charges in situations where MCIIm is ordering multiple network elements.
10 **Further negotiations between the parties should address the price of**
11 **a retail service that is recreated by combining UNEs. Recombining**
12 **UNEs shall not be used to under cut the resale price of the service**
13 **recreated.** Where the parties cannot agree to these charges, either party
14 may petition the Florida Public Service Commission to settle the disputed
15 charge or charges.

16
17 Order No. PSC-97-0602-FOF-TP, at p. 5. BellSouth's suggested placement for its
18 proposed language clearly demonstrates that BellSouth recognized that this Section 8 of
19 Attachment I governs the pricing of UNE combinations.

20
21 **Q. ON PAGE 2, LINES 21 TO 24, MR. HENDRIX STATES THAT BELLSOUTH**
22 **INTENDS TO HONOR ITS CONTRACTUAL OBLIGATIONS TO PROVISION**
23 **UNE COMBINATIONS UNTIL SUCH TIME AS THE EIGHTH CIRCUIT'S**
24 **OPINION BECOMES FINAL AND NON-APPEALABLE. HOW DO YOU**
25 **RESPOND?**

1 A. MCI agrees that BellSouth should comply with its contractual obligations to provisions
2 UNE combinations. Depending on what the Supreme Court does with the Eighth Circuit
3 Order, the parties may never need to renegotiate any terms of the Agreement. In
4 addition, it is important to remember that many of the provisions in the Interconnection
5 Agreement were voluntarily agreed to by the parties. Regardless of what happens to the
6 Eighth Circuit Order, these negotiated provisions are final.

7
8 **Q. YOU STATED THAT BELL SOUTH VOLUNTARILY CONSENTED TO SOME**
9 **OF THE TERMS OF THE AGREEMENT. IS THAT AN IMPORTANT**
10 **CONSIDERATION?**

11 A. Yes. It is MCI's position that the terms of the Agreement are determinative of most of
12 the issues in this case. The only factual issue remaining is to take the methodology
13 prescribed by the Agreement and apply it to the UNE combinations at issue in this case to
14 determine the appropriate NRCs. Applying this methodology to determine the NRCs is
15 the subject of Tom Hyde's testimony.

16
17 BellSouth's argument seems to be that the Commission has not arbitrated all of the
18 issues. First, I believe the Agreement does provide prices for UNE combinations – the
19 sum of the rates for the stand-alone elements. It also provides a mechanism for removing
20 from that sum duplicate charges and charges for services not needed when the elements
21 are ordered in combination. The fact that BellSouth attempted unsuccessfully to get the
22 Commission to reach a different result certainly does not nullify these provisions.

23
24 Second, BellSouth's argument overlooks the fact that the Agreement contains many
25 terms which, although never arbitrated by the Commission, are nonetheless binding on

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1 BellSouth and MCI. The Commission's consideration of the Agreement cannot end with
2 the question of "did we arbitrate this issue." Even if the Commission determines that it
3 did not arbitrate an issue, it must consider how the issue is addressed by the negotiated
4 provisions. To do otherwise would render the negotiation process meaningless.

5
6 **Q. WHAT ARE SOME OF THE PROVISIONS WHICH BELL SOUTH**
7 **VOLUNTARILY CONSENTED TO?**

8 A. BellSouth voluntarily agreed to Section 2.2.2 of Attachment VIII. As Chip Parker stated
9 in his Direct testimony, Section 2.2.2.3 authorizes MCI to migrate existing BellSouth
10 customers to MCI to be served through unbundled Network Elements reusing existing
11 BellSouth facilities. In contrast, Sections 2.2.2.1 and 2.2.2.2 of Attachment VIII refer to
12 migration for resale. In light of these complementary provisions, it is clear that under the
13 Agreement migration to UNEs is not the same as migration to resale, and that MCI can
14 choose which type of migration to use for a particular customer.

15
16 BellSouth also voluntarily consented to Section 2.2.15.3 of Attachment VIII. This
17 section specifically prohibits BellSouth from pulling elements apart when MCI orders
18 them in combination:

19 When MCI orders Network Elements or Combinations that are
20 currently interconnected and functional, Network Elements and
21 Combinations shall remain connected and functional without any
22 disconnection or disruption of functionality.

23
24 BellSouth also negotiated Section 2.6 of Attachment III of the Agreement. This section
25 provides as follows:

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With respect to Network Elements. . . charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s).

On January 30, 1997, BellSouth filed a draft of the MCI/BellSouth Interconnection Agreement with the Commission. In that draft, BellSouth indicated in regular type face the provisions which it had voluntarily negotiated with MCI. BellSouth indicated in bold the provisions which it was including in the draft only because it believed it was ordered to do so by the Commission. I have attached excerpts from this draft Agreement, together with BellSouth's cover letter, as Exhibit ____ (RM-1). The above described provisions, of course, are in regular type face.

Q. WHAT IS THE SIGNIFICANCE OF THESE NEGOTIATED PROVISIONS?

A. Together, these three voluntarily negotiated provisions go to the heart of this case – what rate should MCI pay when it migrates an existing BellSouth customer to a loop/port combination. They provide that MCI can migrate existing BellSouth customers to UNEs, as opposed to resale. (Section 2.2.2, Attachment VIII). When MCI does so, BellSouth cannot disconnect the currently connected network elements. (Section 2.2.15.3, Attachment VIII). Finally, when MCI migrates the customer to UNEs, the charges for the network elements set forth in Attachment 1 apply. Those charges are inclusive and no other charges, including a glue charge, shall apply. (Section 2.6, Attachment III)

1 **Q. ON PAGE 6, LINES 12 TO 16, AND ON PAGE 9, LINES 7 TO 9, MR. VARNER**
2 **STATES THAT BELL SOUTH IS FREE TO NEGOTIATE WITH AN ALEC FOR**
3 **RATES, TERMS AND CONDITIONS FOR BELL SOUTH TO COMBINE UNEs**
4 **FOR AN ALEC. HOW DO YOU RESPOND?**

5 A. I find it very ironic that Mr. Varner would state that BellSouth **could** negotiate terms
6 regarding providing UNE combinations. As I discussed above, BellSouth **did** negotiate
7 provisions with MCI regarding UNE combinations. BellSouth voluntarily agreed that we
8 could migrate customers to UNEs, they agreed that they would not disconnect the
9 currently connected elements, and they agreed not to charge a glue charge.

10

11 **Q. ON PAGES 9 AND 10 OF HIS TESTIMONY, MR. HENDRIX DISCUSSES**
12 **CRITERIA WHICH HE BELIEVES THE COMMISSION SHOULD USE TO**
13 **IDENTIFY WHAT COMBINATIONS OF UNBUNDLED NETWORK**
14 **ELEMENTS RECREATE EXISTING BELL SOUTH RETAIL SERVICES. DO**
15 **YOU AGREE WITH HIS PROPOSAL?**

16 A. No. First, the issue is irrelevant since the Agreement makes no distinction between
17 different types of combinations. Second, as Joe Gillan stated in his direct testimony filed
18 on behalf of AT&T, a UNE combination never recreates a BellSouth retail service.
19 Finally, even when the Commission discussed its concern regarding combined elements
20 undercutting resale prices, the Commission was clearly only referring to the situation
21 where the ALEC was using all BellSouth elements and none of its own to create a
22 complete retail service. A loop and a port alone cannot be used to provide any complete
23 retail service.

24

1 When it declined to grant BellSouth's motion for reconsideration, the Commission stated:
2 "Therefore, it is not clear from the record in this proceeding that our decision included
3 rates for all elements necessary to recreate a complete retail service." Order No. PSC-
4 97-0298-FOF-TP, at p. 7 (emphasis added). Clearly, the Commission was not referring
5 to simple loop/port combinations since it had set rates for both of those elements.

6
7 Similarly, when AT&T and MCI asked for wholesale discount rates which excluded
8 charges for operator services, the Commission ruled that:

9
10 The Act only requires that any retail services offered to customers be
11 made available for resale. If AT&T and MCI want to purchase pieces of
12 services, they must buy unbundled elements and package these elements in
13 a way to meet their needs.

14
15 Order No. PSC-96-1579-FOF-TP at p. 55; Order No. PSC-97-0298-FOF-TP at p. 23.
16 In other words, if MCI obtains a loop and a port from BellSouth but uses selective
17 routing to provide its own operator service, the Commission has already determined that
18 that is not resale.

19
20 Indeed, the Commission specifically used loop/port combinations as its examples when it
21 ruled that BellSouth should be required to remove all duplicate charges and charges for
22 functions and activities not needed from the nonrecurring and recurring charges for UNE
23 combinations. Order No. PSC-97-0298-FOF-TP at pp. 26 and 29. The Commission
24 even noted that "BellSouth's nonrecurring cost study assumes that there would be no
25 combinations of loops and ports. Thus, since we determined that loops and ports may be

1 combined, it appears that duplicate service order processing charges are included in the
2 combined NRC for ports and loops.” Order No. PSC-97-0298-FOF-TP at p. 26. Clearly,
3 the Commission has rejected the argument that a loop and port combination should be
4 priced at the resale rate and that issue cannot be reopened.

5
6 **Q. MR. VARNER STATES ON PAGE 20, LINES 10 TO 11, THAT HIS PROPOSED**
7 **NRCs REFLECT THE ELIMINATION OF DUPLICATE COSTS. IS THAT ALL**
8 **THAT THE COMMISSION REQUIRED?**

9 **A.** No. Removing duplicate charges from the NRCs is only part of the requirement.
10 BellSouth is also required to remove charges for functions or activities that MCI does not
11 need when two or more network elements are combined.

12
13 In issuing its ruling on this issue in its Final Order on Motions for Reconsideration, the
14 Commission explained: “The Cost studies for NRCs by BellSouth appear to include costs
15 for functions that may not be needed by AT&T. The DLR is an example. If a DLR, or
16 other function is not needed by AT&T, then the cost should not be included in the total
17 NRC.” Order No. PSC-97-0298-FOF-TP at p. 27. The Commission went on to explain
18 that the NRCs it had previously set were for “each element on an individual or stand-
19 alone basis. We did not, however, set NRCs when multiple network elements are
20 combined.” Order No. PSC-97-0298-FOF-TP at p. 27.

21
22 As Mr. Varner recognized on page 19, lines 7 to 11, the Commission then stated, “[W]e
23 hereby order BellSouth to provide NRCs that do not include duplicate charges or charges
24 for functions or activities that AT&T does not need when two or more network elements

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1 are combined in a single order.” Order No. PSC-97-0298-FOF-TP at p. 27 (Emphasis
2 added). Mr. Varner noted that the same requirement is applicable to MCI.

3

4 **Q. MR. VARNER STATES THAT BELL SOUTH WILL NOT PROVIDE**
5 **SWITCHED ACCESS DATA FOR INTRASTATE INTERLATA CALLS. HOW**
6 **DO YOU RESPOND?**

7 A. On page 21, lines 18 to 20, Mr. Varner argues that the Agreement only requires
8 BellSouth to send “appropriate” recording data. He then goes on to argue that intrastate
9 interLATA usage data is not appropriate. He has taken the word “appropriate”
10 completely out of context. Section 7.2.1.9 of Attachment III, which addresses Local
11 Switching, provides as follows: “BellSouth shall record all billable events, involving
12 usage of the element, and send the appropriate recording data to MCI as outlined in
13 Attachment VIII.” The phrase “appropriate recording data” is referring to the content
14 and format requirements which are “outlined in Attachment VIII.”

15

16 In other words, MCI needs particular data in order to properly bill. Further, MCI
17 needs that data to be in a particular format in order to use it. Section 4 of Attachment
18 VIII, entitled Provision of Subscriber Usage Data, sets forth the terms and conditions for
19 BellSouth’s provision of Recorded Usage Data to MCI and for information exchange
20 regarding long distance billing. Section 4.2.2 of Attachment VIII, entitled “Supporting
21 Billing Information” describes the content and format of that data. Section 4.2.2.1 sets
22 forth the requirement for returned long distance messages and invoices. This section
23 makes no distinction between interstate and intrastate interLATA calls. Section 4.1.1.3
24 of Attachment VIII requires BellSouth to provide recorded usage data on all completed
25 calls.

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1 Finally, the charge for Local Switching set forth in Attachment I of the Agreement is
2 inclusive, and no other charges apply. Section 2.6 of Attachment III. MCI may use Local
3 Switching to provide "any feature, function, capability, or service that such Network
4 Element(s) is capable of providing." Section 2.3 of Attachment III. Local Switching
5 includes "all of the features, functions, and capabilities that the underlying BellSouth
6 switch . . . is capable of providing, including but not limited to: . . . Carrier pre-
7 subscription (e.g., long distance carrier, intraLATA toll." Section 7.1.1, Attachment 3.
8 In addition, Local Switching includes the capability "of routing local, intraLATA, [and]
9 interLATA" calls. Section 7.1.1, Attachment 3. In other words, when MCI purchases
10 Local Switching from BellSouth, it is paying BellSouth for this capability. Apparently,
11 Mr. Varner wants to be paid twice for the same thing.
12

13 **IV. Response to Testimony of Eno Landry**

14 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF BELLSOUTH**
15 **WITNESS ENO LANDRY?**

16 **A.** Yes. I reviewed his testimony from the stand point of compliance with the terms of the
17 Agreement. His analysis is fundamentally flawed because it is completely inconsistent
18 with the requirements of the Agreement. He assumes that the loop and the port are both
19 cross-connected to MCI's collocation for MCI to combine. First, there is nothing in the
20 Agreement that suggests that even when MCI wants to combine elements itself that it
21 must do so at a collocation facility. Second, as Chip Parker explains in his direct
22 testimony, the Agreement requires BellSouth to connect the elements, without charging
23 any glue charges, when so requested by MCI. Third, and most importantly, the NRCs at
24 issue in this matter are for elements that are currently connected and functional. As I

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1 explained above, BellSouth voluntarily agreed in Section 2.2.15.3 of Attachment VIII of
2 the Agreement that it would not pull apart currently combined elements.

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4 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

5 **A. Yes.**

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1 **MR. PELLEGRINI:** I have couple of things,
2 Chairman Johnson.

3 First, there are a few late-filed exhibits
4 and, with the exclusion of the one we just discussed,
5 that is Ms. Caldwell's late deposition, I'd suggest
6 that those be filed by March 25th.

7 **CHAIRMAN JOHNSON:** Let's see, AT&T --

8 **MR. HATCH:** Late-filed 10.

9 **CHAIRMAN JOHNSON:** Who was responsible for
10 Late-filed 31, was that BellSouth?

11 **MS. WHITE:** BellSouth, yes.

12 **CHAIRMAN JOHNSON:** The date given is
13 sufficient time to prepare those?

14 **MS. WHITE:** I believe so, yes.

15 **CHAIRMAN JOHNSON:** Okay.

16 **MR. HATCH:** If it's not, we'll let you know.

17 **MR. PELLEGRINI:** I'd like to announce a
18 revised briefing schedule. Transcripts from that
19 hearing will be available or March 17th. Briefs will
20 be due April 6th, and the special agenda for this
21 docket has been rescheduled to May 14.

22 **CHAIRMAN JOHNSON:** Any other matters?

23 **MR. PELLEGRINI:** No. I think that's all I
24 have, Chairman Johnson.

25 **CHAIRMAN JOHNSON:** Seeing nothing else from

1 the parties or the Commissioners, this hearing is
2 adjourned. Thank you very much.

3 (Thereupon, the hearing concluded at
4 6:07 p.m.)

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1 STATE OF FLORIDA)

CERTIFICATE OF REPORTERS

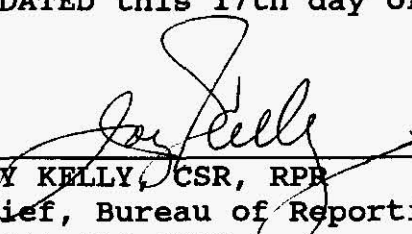
2 COUNTY OF LEON)

3 We, JOY KELLY, CSR, RPR, Chief, Bureau of
4 Reporting and RUTHE POTAMI, CSR, RPR, Official
Commission Reporters, and LISA GIROD-JONES, RPR, RMR,


5 DO HEREBY CERTIFY that the Hearing in Docket
6 No. 971140-TP was heard by the Florida Public Service
Commission at the time and place herein stated; it is
7 further

8 CERTIFIED that we stenographically reported
the said proceedings; that the same has been
9 transcribed under our direct supervision; and that
this transcript, consisting of 802 pages, Volumes 1
10 through 6, constitutes a true transcription of our
notes of said proceedings and the insertion of the
prescribed prefiled testimony of the witnesses.

11 DATED this 17th day of March, 1998.

12
13 
14 JOY KELLY, CSR, RPR
15 Chief, Bureau of Reporting
(904) 413-6732

16
17 
18 H. RUTHE POTAMI, CSR, RPR
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19 (904) 413-6732

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