CLECs typically collocate in no more than 6 to 12 COs out of 100 metropolitan COs. Covad, by contrast, must collocate in each of those 100 COs in order to provide service.

11. In industry terms, CLECs differentiate between "on-net" transport, or transport that the CLEC can provision end-to-end, and "off-net" transport, which requires a combination of CLEC and ILEC facilities (sometimes called "Bell tails"). On-net transport is known as Type 1, and off-net transport is Type 2. Covad can use Type 1 transport only if the CLEC can run the transport facilities all the way from a CO to a hub. Otherwise, Covad must use Type 2 transport, made up of CLEC facilities with a Bell tail. Type 2 transport is not Covad's preferred option, because the additional connection point between the CLEC and the ILEC introduces a potential point of network failure. In addition, Type 2 transport may also require a very long circuit, which involves needless additional expense. For these reasons, Type 1 and Type 2 transport vary greatly in pricing, service quality, and installation intervals. Most importantly, Type 2 transport must not be seen as an "alternative" to ILEC transport, because it still requires the purchase of some ILEC facilities. The only true alternative to ILEC transport would be competitive transport facilities that can provide Covad with connections between every one of its collocated COs and its hubs, an option that still does not exist.

Interoffice Transport Alternatives in Four Covad Markets

12. To illustrate Covad's transport needs, we have prepared a detailed analysis discussing four Covad metropolitan markets. Our analysis vividly demonstrates the importance of unbundled dedicated transport and the fact that fiber CLECs remain unable to provide Covad with sufficient end-to-end Type 1 transport.

13. We have selected four markets, each served by different ILECs. These markets are typically regarded as markets with a high presence of competitive transport choices. As the following discussion demonstrates, however, even in these supposedly competitive markets, Covad has difficulties in obtaining Type 1 transport. The situation in less deployed markets is far more dire.

14. ***San Francisco Bay Area.*** In the San Francisco Bay Area, Covad is collocated in 80 COs. To the best of our knowledge, only a few CLECs provide fiber to Covad's hubs there. As a result, Covad has a competitive choice for interoffice transport in only 26.25% of the COs in which it is collocated. Less than 14% of Covad's required interoffice transport can, in theory, be served by more than one fiber CLEC.

15. ***Chicago.*** In the Chicago area, Covad is collocated in 91 COs. To the best of our knowledge, only a few CLECs provide fiber to Covad's Chicago hubs. As a result, Covad has a competitive choice for interoffice transport in only 28.57% of the COs in which it is collocated. Only approximately 28 % of Covad's required transport can be served by a fiber CLEC.

16. ***New York Tri-State Region.*** In the New York Tri-State Region, Covad is collocated in 158 COs. Again, only a few fiber CLECs provide transport to Covad's hubs. Covad has a choice in interoffice transport in less than 38% of its collocated COs. Less than 18% of its transport needs can be served by multiple CLECs.

17. ***Baltimore/Washington, D.C. Metro Area.*** In the Baltimore/Washington, D.C. region, Covad is collocated in 68 COs. To the best of our knowledge, only a few CLECs provide fiber transport to Covad's hub sites. As a result, only 44% of Covad's COs can be served

by a CLEC, and only 10% of its transport can theoretically be served by more than one CLEC.

18. As is immediately apparent, these results are very consistent. This data demonstrates that a small proportion of Covad's serving areas has the presence of more than one CLEC that provides transport. Averaged among these four markets, the proportion of COs where more than one CLEC can theoretically provide Covad with transport facilities is less than 18%. In fact, just over 48% of point-to-point, or CO-to-hub, routes that Covad requires are served only by ILECs. *See Table 1.*

Our research indicates that several key ILEC COs in major markets have no collocated CLECs, and thus no competitive transport option. These COs are: AMERITECH — SFPDOH32 (Springfield, Ohio); PIQUOH77 (Piqua, Ohio). PABCELL — SAGSCA11 (Saugus, California); CLBSCA50 (Calabasas, California). SBC — KSCYMO48 (Kansas City, Missourti); BLSPMOCA (Blue Springs, Missouri). SNET — WHFRCT02 (West Hartford, Connecticut); FRTNCT00 (Farmington, Connecticut). BELL ATLANTIC (NORTH) — LRMTNYLA (Larchmont, New York); SCDLNYSR (Scarsdale,New York). BELL ATLANTIC SOUTH — RMSYNJRM (Ramsey, New Jersey); KYPTNJKY (Keyport, New Jersey). GTE — SSDSFLXA (Sarasota, Florida); MYBHSCXB (Myrtle Beach, South Carolina). BELLSOUTH — GNVLSCWR (Greenville, South Carolina); CHTNSCDP (Charleston, South Carolina).

Table 1: Covad Interoffice Transport Options

REGION	% COs WITH ONE FIBER CLEC	% COs WITH TWO OR MORE FIBER CLECS	% COs SERVED ONLY BY ILEC TRANSPORT
San Francisco	26.25%	13.75%	60%
Chicago	28.57%	28.57%	42.86%
New York Tri-State	37.98%	17.72%	44.3%
Washington, D.C.	44.12%	10.29%	45.59%
AVERAGE	34.23%	17.58%	48.19%

Comparison of UNE Dedicated Transport Rates and ILEC Special Access Tariffs

19. If dedicated transport were not a UNE, Covad's only remaining option for the 48.19% of routes served only by ILECs would be to order DS-1 and DS-3 level connectivity under an ILEC special access tariff. We have therefore examined the difference in price between ILEC rates for UNE dedicated transport and ILEC special access tariffs. As a sample, we took rates from four metropolitan areas, each served by a different ILEC. These rates are derived from LATTIS, the industry standard pricing tool, and are based on a three-year lease commitment. Our examination shows that special access rates are *considerably* higher than UNE dedicated transport rates. *See Table 2.*

Table 2: Comparison of UNE Dedicated Transport Rates with ILEC Special Access Rates

Region	ILEC	Miles	Capacity	Type	Fixed/mo	Variable	Monthly Recurring Cost
San Francisco	PacBell	13	DS-1	UNE	$ 32.32	$ 23.92	$ 94.26
			DS-1	Access	$ 75.00	$ 142.09	$ 233.51
			DS-3	UNE	$ 372.70	$ 464.36	$ 980.42
			DS-3	Access	$ 600.00	$ 533.00	$ 1303.40
Seattle	Qwest	10	DS-1	UNE	$ 33.12	$ 6.50	$ 42.20
			DS-1	Access	$ 100.00	$ 135.00	$ 269.44
			DS-3	UNE	$ 225.41	$ 115.50	$ 371.43
			DS-3	Access	$ 350.00	$ 430.00	$ 885.00
New York City	Verizon	14	DS-1	UNE	$ 110.00	$ 12.24	$ 120.08
			DS-1	Access	$ 50.00	$ 348.32	$ 406.96
			DS-3	UNE	$ 911.00	$ 281.40	$ 1192.40
			DS-3	Access	$ 825.00	$2170.42	$ 3098.70
Miami	BellSouth	25	DS-1	UNE	$ 99.79	$ 15.00	$ 133.22
			DS-1	Access	$75.00	$ 450.00	$ 540.00
			DS-3	UNE	$ 1083.00	$ 275.00	$ 1518.00
			DS-3	Access	$ 1450.00	$ 3000.00	$ 4792.50

Source: LATTIS, Covad Interconnection Agreements; Cross-connect charges and non-recurring charges not included

20. Table 2 shows the significant disparity between ILEC UNE and special access transport rates. In the San Francisco region, PacBell's monthly rate for a special access DS-3 is nearly 50% higher than the rate for the UNE DS-3, and the DS-1 access rate is 248% higher than the DS-1 UNE rate. In New York City, Verizon's monthly DS-3 access rate is nearly 3 times higher than the DS-3 UNE rate, and the DS-1 access rate is more than 3 times higher than the UNE rate. In Miami, BellSouth's DS-3 access rate is more than 3 times higher than the UNE DS-3 rate, and the special access DS-1 rate is more than 4 times higher than the DS-1 UNE rate.

21. These large price differentials, striking even on a per-circuit basis, become astronomical when applied to Covad's deployment plans and aggregate transport demand. Were

Covad forced to order transport as special access rather than a UNE, its business plan would incur a material and negative impact.

22. The Commission should note that the foregoing price analysis does not consider whether Covad could actually obtain any or all of its transport needs from a CLEC in these markets. The following section discusses this and other issues related to CLEC transport facilities.

Other Considerations Related to Unbundled Dedicated Transport

23. Several additional issues are implicated by acquiring interoffice transport from a CLEC rather than an ILEC. *The first issue is vendor-management costs.* Because Covad already must order loop and collocation facilities from the ILECs, it has spent and will continue to spend significant resources to establish in-house support teams to deal with ILEC provisioning issues. These teams include operational support services ("OSS") and personal account management teams. They are assets that can be leveraged efficiently into the ordering and management of ILEC transport systems. Where Covad attempts to obtain transport facilities from a CLEC, it must either form a new in-house team or re-train existing teams to deal with CLEC-specific matters. Thus, Covad incurs additional costs in order to deal with multiple interoffice transport providers.

24. Secondly, not every fiber CLEC in a particular market may wish to sell transport to Covad, for a variety of reasons. For example, a CLEC may compete directly with Covad in the provision of DSL services, or may wish to tie the sale of transport services to collocation services. More commonly, a CLEC may simply not have capacity on their circuits to accommodate the volume that Covad requires. Covad maintains good and solid relationships with its fiber CLEC colleagues, but the Commission should not

presume that the mere presence of alternative CLECs in any area means that alternative facilities are automatically available to Covad.

25. In addition, the Commission's *Second Advanced Wireline Services Order* makes Covad even more dependent on ILEC transport, because it makes collocation easier and more efficient. As a result of these expanded collocation rights, Covad will increasingly obtain collocation arrangements in residential and rural ILEC COs. Fiber CLECs may not serve these COs for a number of months and perhaps years. In addition, under the Order's national rule permitting xDSL carriers to deploy advanced data switching equipment in ILEC COs, Covad can now design its local networks in a more robust, web-like fashion, rather than a hub-and-spokes architecture. This innovative architecture, which may even provide overlapping facilities, requires exponentially more transport circuits.

26. This web-like network can result in Covad's hubs being far more spread out in a given region and thus not as likely to be in a CO served by any CLECs. With such increased demand for transport facilities, coupled by an increasing number of ILEC-only COs, chances are even higher that Covad can only obtain transport from the ILEC. If ILEC transport imposes significant provisioning issues or exorbitant rates (should transport cease to be a UNE and become a special access service exclusively), Covad will have to re-locate its hub sites from their current COs. Re-locating hubs carries a tremendous financial expense, as well as risk of compromising the network. Covad's would incur considerable costs and delay in re-engineering its network in this manner.

Conclusion

27. Therefore, we conclude that, at this time, Covad and other DSL providers cannot rely on CLECs for interoffice transport in a commercially meaningful way. The monopoly loop

plant remains the only means for facilities-based providers like Covad to access every home and business in America. In the same vein, Covad remains dependent on ILECs to obtain the interoffice transport required to deploy a robust network with wide geographic coverage. Covad requires hundreds of point-to-point high capacity links to provide xDSL-capable services, only a few of which can be provided by fiber CLECs. CLEC transport is not ubiquitous and entails additional transactional costs to obtain and manage. Our analysis shows that nearly half of Covad's transport demand must be served by ILECs. Only a small proportion of Covad's transport can be satisfied with all-CLEC Type 1 "on-net" transport facilities. Moreover, the shocking difference between ILEC UNE rates and special access rates for transport facilities demonstrates that CLEC transport has not captured enough market share to force prices down to any degree, which is further evidence that competitive transport is not yet a reality.

SUBSCRIBED AND SWORN:

_____ _____

Mark Shipley
Covad Communications Company
Santa Clara, CA

Date

_____ _____

Marie Chang
Covad Communications Company
Santa Clara, CA

Date

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	CC Docket No. 96-98
Joint Petition of BellSouth, SBC, and Verizon for Elimination of Mandatory Unbundling of High-Capacity Loops and Dedicated Transport	CC Docket No. 01-__

COVAD COMMUNICATIONS COMPANY'S OPPOSITION TO JOINT PETITION

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Dated: June 11, 2001

SUMMARY

The Joint Petition is a procedurally improper and legally unsubstantiated ploy to rob competitors of two basic and unequivocally necessary network elements: high-capacity loops and dedicated transport. Filed only 18 months after release of the *UNE Remand Order* and more than a year before the Commission is scheduled to review its unbundling rules, the Joint Petition requests that the Commission reopen settled competitive rules on the basis of purported "market-place evidence" that is neither compelling nor correct. Where the CLEC industry has finally, after four years of litigation, gained some stability in the Commission's application of Section 251 unbundling, the Joint Petition would undermine market predictability by introducing additional uncertainty regarding implementation of Congress's procompetitive mandates in the 1996 Act.

The bulk of the Joint Petition simply reargues points of statutory interpretation already considered and rejected by the Commission. Petitioners continue to question the Commission's application of the "necessary and impair" standard of Section 251 to the realities of the legacy local network. In fact, the Joint Petition suggests that the "necessary and impair" test should be sublimated to an amorphous "core Congressional objective," having the effect of eviscerating Section 251 unbundling obligations. These arguments, rejected soundly by the Commission, are barred as a matter of law by the plain language of the 1996 Act.

The Joint Petition also fails substantively to demonstrate that an amendment of the Commission's UNE rules is warranted at this time. Although replete with generic statistics regarding competitive deployment of loop and transport facilities, the Joint Petition supplies no reason for the Commission to reverse its holdings that high-capacity loops (if that category in fact exists as a separate facility) and transport meet the "necessary and impair" test. Petitioners'

statistics show on their face that much of the nation contains gaping holes in competitive deployment, as CLECs are continuing to build out and replicate a network that was built over a period of 100 years. In addition, the Joint Petition scarcely addresses the matters of the cost and time that it has taken, and will take, CLECs to self-provision these elements or obtain them through alternative means.

Covad offers herein the joint declaration of two senior network engineers to show in detail that high-capacity loops and transport have not been deployed by CLECs in a manner that could reasonably be termed ubiquitous. This declaration also demonstrates that the costs of alternative facilities are exorbitant, and thus would materially impair Covad in building its network and providing services.

Should the Commission, despite the poor showing of Petitioners, grant the requested relief, it must make clear that xDSL-capable loops are not to be deemed removed from the list of required UNEs. Due to the vague definition of "high capacity loops" provided in the Joint Petition, considerable confusion and harm could result if the Commission were unclear about the types of loop facilities that ILECs would no longer be obligated to unbundle. In order to avoid unintended yet litigious results, the Commission should state explicitly that xDSL-capable loops, in all their forms, remain subject to all unbundling rules, both extant and forthcoming.

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Attachment: Declaration of Mark Shipley and Marie Chang (June 11, 2001)

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	CC Docket No. 96-98
Joint Petition of BellSouth, SBC, and Verizon for Elimination of Mandatory Unbundling of High-Capacity Loops and Dedicated Transport	CC Docket No. 01-__

COVAD COMMUNICATIONS COMPANY'S
OPPOSITION TO JOINT PETITION

Covad Communications Company ("Covad"), by its attorneys and pursuant to the Public Notice issued April 10, 2001,[1] hereby opposes the Joint Petition of BellSouth, SBC and Verizon ("Joint Petition") for relief from the Commission's unbundling requirements for high-capacity loops and dedicated transport. The Joint Petition is procedurally improper and, as demonstrated in the attached Declaration of Mark Shipley and Marie Chang ("Covad Decl."), fails to show that these facilities are available from alternative sources in a commercially meaningful way as required by the settled "necessary and impair" standard of the 1996 Act. Deficient both procedurally and legally, the Joint Petition should be dismissed forthwith.

INTRODUCTION

Petitioners seek the removal of two crucial elements — high-capacity loops, or loops at the DS-1 level or higher, and dedicated transport — from the list of unbundled network

[1] *Pleading Cycle Established for Comments on Joint Petition of BellSouth, SBC and Verizon*, CC Docket No. 96-98, DA 01-911 (rel. Apr. 10, 2001); *see* DA 01-1041 (rel. Apr. 23, 2001)(expanding time for comment).

elements ("UNEs") established by the Commission in its November 1999 *UNE Remand Order*.[2] Petitioners argue that "marketplace evidence" of competitive deployment of dedicated transport and high-capacity loops "conclusively demonstrates that requesting carriers will not be impaired if access to these elements were denied."[3] Thus, Petitioners conclude, the Commission must repeal the unbundling obligations for these elements "[t]o assure compliance with the Act and its underlying pro-competitive and deregulatory mandate."[4] In support of their request, Petitioners have submitted a report on national deployment of high-capacity loops and transport that purports to show that these facilities are readily available from non-ILEC sources ("USTA Report"). This report, Petitioners argue, demonstrates that "the transition from UNE-based competition to facilities-based competition is over,"[5] warranting the dismantling of the Commission's unbundling rules.

I. THE JOINT PETITION IS PROCEDURALLY IMPROPER AND SHOULD BE REJECTED BY THE COMMISSION

The Joint Petition is silent as to the procedural mechanism that Petitioners rely upon to seek unbundling relief. Styled neither as a petition for rulemaking nor a petition for declaratory ruling, the Joint Petition is simply a plea to the Commission for amendment of rules that are now finally settled after nearly four years of litigation. It is thus best characterized as an untimely petition for reconsideration that, according to the plain language of the Communications Act, must be rejected. Were the Commission to give any serious consideration to Petitioners' request, it would introduce needless uncertainty into its UNE provisioning rules, ultimately hindering CLECs in their ability to compete for capital and market share.

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[2] *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Notice of Proposed Rulemaking, FCC 99-238 (rel. Nov. 5, 1999). *See also* 47 C.F.R. § 51.319.

[3] Joint Petition at 1-2.

[4] *Id.* at 32.

A. The Commission Should Not Entertain Petitioners' Late-Filed Attempt to Obtain Reconsideration of Settled UNE Rules

At its core, the Joint Petition is simply a late-filed petition for reconsideration of the Commission's conclusions in the *UNE Remand Order*. Rather than present a case for change in UNE rules based on the Commission's interpretation of Section 251, the Joint Petition instead challenges that interpretation itself, with arguments already considered and rejected in the *UNE Remand Order*. Thus, to the extent that the Joint Petition quarrels with the Commission's policy conclusions in the *UNE Remand Order*, it must be summarily denied as untimely.[6] To the extent that the Joint Petition advocates for review of the UNE list in the context of alleged growth in competitive offerings, it is properly submitted in the Commission's scheduled review of the UNE rules in 2002.

The true aim of the Joint Petition is revealed in its consistently backward-looking rhetoric. For example, Petitioners' argument that high-capacity loops are ubiquitously available from CLECs begins with the premise that the FCC adopted a "mistaken view" in *UNE Remand* that "competing providers of high-capacity services to business customers would have to replicate the ILECs' existing network" in order to support a showing of ubiquity.[7] Petitioners argue that the Commission "failed to recognize" that ubiquity in high-capacity loops for businesses is allegedly "very different" than ubiquity for residential services.[8] As to transport, the Joint Petition asserts that "[t]he UNE Remand Order appears to have been predicated on a fundamental misunder-

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[5] *Id.* at 3.

[6] The right to petition for reconsideration is governed by Section 405 of the Communications Act of 1934, which grants aggrieved parties 30 days to file for Commission reconsideration. 47 U.S.C. § 405. The Commission "has consistently held that it is without authority to extend or waive the statutory" deadline, even where petitioners were only five days late. *Mobile Relay Associates*, File No. A023000, Order on Reconsideration, DA 00-0751 (rel. Apr. 6, 2000) (rejecting petitioner's request for reconsideration of technical requirements for a mobile relay license). *See also Reuters Limited v. FCC*, 781 F.2d 946, 952 (D.C. Cir. 1986) (reversing Commission reconsideration where petitioner had missed the 30-day filing period).

[7] Joint Petition at 10.

[8] Joint Petition at 10.

standing of the ILEC's [*sic*] networks."[9] The questionable merits of this argument aside, the crux of Petitioner's request lies not in any alleged "marketplace evidence,"[10] but rather in Petitioners' desire for a different ubiquity standard. This request should have been submitted on reconsideration in 1999, not as a stand-alone petition more than a year later.

In addition, much of the Joint Petition rests on factual assertions that the Commission considered and expressly rejected in the *UNE Remand Order*. Petitioners again contend that "wireless high-capacity loops . . . can be used as a quick and inexpensive transition to serving a building by fiber,"[11] despite the FCC's having found that wireless technologies "are not yet viable alternatives to the incumbent's wireline loop facilities."[12] Petitioners present no evidence, new or old, to persuade the Commission otherwise. Petitioners also re-argue that "CLECs can and routinely do extend their fiber networks to reach new end users,"[13] as if to say that self-provisioning has become the sole solution to deployment, yet the Commission has explicitly found that "self-provisioning is not a viable alternative to the incumbent's local loops."[14]

Until the Commission re-examines the record in this proceeding on review of the UNE list, its conclusions on these matters remain binding and cannot be re-opened. The Commission "is committed to reviewing the unbundling obligations in three years," at which time the Joint Petition may be relevant. The purpose of this scheduled review is to provide certainty and predictability to a UNE process that was the subject of repeated appellate review and change for nearly four years after passage of the 1996 Act.[15] Accordingly, the Commission should not

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[9] Joint Petition at 18.

[10] Joint Petition at 11.

[11] Joint Petition at 13.

[12] *UNE Remand Order* ¶ 188. The recent bankruptcies of Teligent, WinStar and ART suggest that wireless facilities are even less available today than when the *UNE Remand Order* was adopted.

[13] Joint Petition at 12.

[14] *UNE Remand Order* ¶ 182.

[15] *Id.* ¶ 27.

entertain Petitioners' recycled arguments for paring down the UNE list a mere 18 months after release of the *UNE Remand Order*.

B. Amendment of the Commission's Rules Will Create Uncertainty in the Marketplace Regarding CLECs' Rights to Obtain ILEC Facilities

The Joint Petition comes too soon on the heels of the *UNE Remand Order* to warrant consideration. After four years of extended litigation, the Commission's UNE list is finally settled. Competitors can finally rely on federal rules that secure the availability of loops and transport in order to plan their networks and service offerings. The Commission would therefore be ill-advised to reopen its UNE rules now.

The Commission has repeatedly recognized that lack of finality in its rules causes marketplace uncertainty that hinders CLECs' ability to obtain financing and win customer confidence. Indeed, it stated from the outset of local competition that the lack of a clear federal unbundling regime would "provide opportunities for incumbent LECs to inhibit or delay the interconnection efforts of new competitors."[16] In addition, the Commission found that lack of clarity causes "great uncertainty for the industry, capital markets, regulators and courts," ultimately "frustrating the potential entrants' ability to raise capital."[17] In the *UNE Remand Order*, it reiterated its concern, and acted to "provide certainty in the marketplace that will allow new entrants and fledgling competitors to develop national and regional business plans[.]"[18]

The practical effects of regulatory uncertainty are already apparent, despite the final adoption of the *UNE Remand* rules. Even casual observers of the DSL industry have noticed that "it is clear that some of the industry's woes are derived from the confusion inherent in the way

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[16] *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-68, First Report and Order, 11 FCC Rcd. 15,499, 15,557 (1996).

[17] *Id.* (discussing need for federal pricing rules).

[18] *UNE Remand Order* ¶ 27.

competitors relate to one another" — that being the loop provisioning process "[u]nder rules laid out by the [FCC]."[19] Due to this "confusion" in the ILEC-CLEC relationship, "the brunt of the chaos has been felt by the small Internet service providers and the data carriers" that have attempted to bring DSL services to consumers.[20] Any opportunity given to the incumbents to withhold crucial network facilities from competitors will only further discredit DSL carriers in the public eye. Thus, rather than consider, as the Petitioners request, the "social costs of unbundling,"[21] the Commission should remain mindful of the competitive costs that any rule amendment, however limited, would bring to the DSL industry at this crucial time in the development of local competition.

II. THE JOINT PETITION FAILS TO ESTABLISH THAT HIGH-CAPACITY LOOPS AND TRANSPORT SHOULD BE REMOVED FROM THE UNE LIST UNDER THE SECTION 251 NECESSARY AND IMPAIR STANDARD

The "necessary and impair" standard in Section 251 of the 1996 Act, as interpreted by the Commission on remand from the Supreme Court,[22] requires ILECs to unbundle any network element, the absence of which would "preclude a carrier from providing the services it seeks to offer"[23] and "materially diminish[] a carrier's ability to provide" services.[24] This is the only standard relevant for purposes of determining which facilities are UNEs; any attempt to suggest an alternative standard, as the Joint Petition does,[25] must be rejected out of hand. Pursuant to this settled standard, the Commission has found unequivocally that both high-capacity loops and

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[19] Simon Romero, *High-Technology Stew: D.S.L. Service for Linking to Internet is Problem Ridden*, N.Y. Times, Dec. 28, 2000.

[20] *Id.*

[21] Joint Petition at 30.

[22] *Iowa Utils. Bd. v FCC*, 525 U.S. 366, 340 (1999).

[23] *UNE Remand Order* ¶ 44.

[24] *UNE Remand Order* ¶ 51.

[25] Petitioners argue that, even if the Joint Petition fails the necessary and impair test, the FCC "still would be required to deny access in order to advance the core Congressional objectives of promoting facilities-based competition[.]" Joint Petition at 6.

dedicated transport must be provided as UNEs. Nothing in the Joint Petition indicates that this finding should be revisited, let alone disturbed.

A. Competitive High-Capacity Loops Are Neither Ubiquitous Nor Replicable

The Joint Petition asserts that "there can be no serious argument that the lack of access to ILEC high-capacity loops or dedicated transport would materially diminish competitors' ability to provide service."[26] Purportedly based on "dramatic changes in the marketplace" since 1999,[27] this assertion is in fact premised on Petitioners' belief that the Commission adopted a "mistaken view" of the level of competitive availability required in order for a facility to meet the necessary and impair test.[28]

As an initial matter, the Joint Petition is based on the flawed notion that the Commission's rules require unbundling on a service-specific, rather than an element-specific, basis. So-called "high capacity" loops are, at bottom, just loops. The Commission in fact directly addressed this point in the *UNE Remand Order*, stating that "[w]e disagree that high-capacity loops should be excluded from the definition of the loop. High-capacity loops retain the essential characteristics of the loop: they transmit a signal from the central office to the subscriber, or vice versa."[29] Moreover, the Commission disagreed that "the requirements of Section 251(c)(3) are limited to any particular kind of service."[30] As its analysis had shown, "[b]uilding out any loop is expensive and time-consuming, regardless of its capacity."[31] Petitioners' repeated attempt to extract high-capacity loops from the scope of the loop UNE is therefore unsustainable.

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[26] Joint Petition at 9.
[27] Joint Petition at 9.
[28] Joint Petition at 10.
[29] *UNE Remand Order* ¶ 176.
[30] *Id.*
[31] *Id.* ¶ 184.

Even if properly seen as a separate category of facility, high-capacity loops are not ubiquitous, nor can they be deployed economically, such that they should no longer be a UNE. The statistical evidence offered in support of Petitioners' request does not refute this conclusion. This evidence, based solely on Petitioners' estimation of loop deployment to the business sector, provides only a general, amorphous view of high-capacity loop deployment in the aggregate. The Joint Petition states that "CLEC fiber today already serves at least 175,000 commercial office buildings, or approximately 25 percent of all commercial buildings nationwide."[32] In other words, 75% of commercial buildings are not reached by competitive high-capacity loops. Further, this figure provides no information as to the state of deployment in residential areas — areas that Covad must reach. Even if the Joint Petition's data were correct, it does not raise a sustainable case that high-capacity loops no longer meet the "necessary and impair" standard.

Joint Petitioners all but admit that current deployment of high-capacity loops is unfinished by setting forth a business case on why CLECs should undertake additional deployment. They note that Verizon derives 80% of its special access revenues from only 20% of its wire centers, that SBC makes 91% of its special access revenue from 25% of its wire centers, and that BellSouth earns an impressive 91% of such revenues from only 20% of its wire centers.[33] While this data provides a striking example of the relative benefits of being an ILEC, it says nothing to the amount of CLEC high-capacity facilities that are deployed. And Petitioners' exhortation that "a CLEC wishing to compete in the provision of these services can do so effectively through a targeted investment"[34] only demonstrates that, to date, they have not done so in a ubiquitous fashion. The question is not whether CLECs in theory should be able to build competing loop

[32] Joint Petition at 11.
[33] Joint Petition at 11.
[34] Joint Petition at 11.

networks, but whether there are adequate alternatives in the marketplace to make the unavailability of ILEC facilities a matter of competitive insignificance. The Joint Petition's statistics on ILEC special access revenues neither addresses nor resolves this key issue.

B. Data CLECs Must Continue to Rely on ILEC Transport In Order to Provide Service

In the *UNE Remand Order*, the Commission carefully considered whether dedicated transport meets the "necessary and impair" test for UNEs. It concluded that "acquiring [transport] facilities from non-incumbent LEC sources materially increases a requesting carrier's costs of entering a market or of expanding the scope of its service, delays broad-based entry, and materially limits the scope and quality of a requesting carrier's service offerings."[35] For these reasons, the Commission ruled that ILECs must "offer unbundled access to their interoffice transmission facilities nationwide."[36]

The Commission should not be swayed only 18 months later that competitive dedicated transport has so expanded in coverage that CLECs would suffer "no diminution in quality or network operations" if it were no longer a UNE.[37] Nor should it find persuasive Petitioners' assertion that "it is impossible for the Commission to conclude that CLECs would somehow be impaired without access to an ILEC's facilities."[38] Not only does the evidence presented by Petitioners plainly fail to demonstrate ubiquity of transport facilities, but the Covad Declaration provides concrete data refuting Petitioners' contention that "[a]lternative dedicated transport today is ubiquitously available."[39]

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[35] *UNE Remand Order* ¶ 321.
[36] *Id.* ¶ 321.
[37] Joint Petition at 18.
[38] Joint Petition at 18.
[39] Joint Petition at 22.

1. CLECs are not able to provision dedicated transport with sufficient geographic coverage to support Covad's service plan

The Joint Petition states that 183 of 320 MSAs have at least one fiber CLEC collocated somewhere in that area.[40] What is apparent from that statement is that almost half of these MSAs do not have any fiber CLECs. In addition, this statistic assumes that the presence of one CLEC, however limited geographically, is enough to indicate meaningful availability of competitive transport facilities throughout the MSA. To the contrary, the mere presence of CLECs in a central office ("CO") does not ensure that other carriers may access competitive transport facilities. As shown in the Covad Declaration discussed below, competitive CO presence does not equal competitive transport access.

The Joint Petition goes on to recite that there are 635 fiber networks in the nation's 150 most populous MSAs and that 77 of the top 100 MSAs contain three or more competitive fiber networks.[41] Notably absent from these statistics is a discussion of the location of these networks and the number of actual point-to-point routes that they serve. What is also immediately apparent is that 23 top MSAs are not so densely deployed; review of the USTA Report reveals that five of these MSAs have no CLEC presence whatever, and that 12 of them have only one CLEC.[42] Removal of dedicated transport as a UNE would leave CLECs stranded in these areas.

Covad must obtain point-to-point dedicated transport for dozens of routes in each MSA it serves. As explained in the Covad Declaration, Covad's local network architecture is based on "blanket" collocation in nearly every ILEC CO in any market, two or three of which are used as hubs with special data communications equipment.[43] Covad must "connect a hub to every CO in

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[40] Joint Petition at 19.
[41] Joint Petition at 20.
[42] USTA Report, Appendix B at 6.
[43] Covad Decl. ¶ 4.

which it is collocated" in order to "attain wide geographic coverage for its xDSL services."[44] Currently, "CLEC fiber networks are not generally designed to provide interoffice transport" in this manner.[45]

Very few service routes are served by "Type 1" facilities, or transport lines provisioned fully end-to-end by a CLEC. Rather, Covad has found that the majority of routes between its hubs and other collocated COs are served by "Type 2" facilities comprised partially of CLEC transport with additional ILEC transport to complete the route.[46] Although Covad prefers Type 1 transport, for reasons of pricing as well as network integrity it often must resort to Type 2 facilities.[47] Were ILECs not required to provision transport to connect CLEC fiber to Covad's ultimate destination, Covad's network would remain incomplete.

According to Covad's own research, several COs in key markets are not collocated by fiber CLECs. Thus, these COs cannot be connected to the Covad local network by CLEC transport facilities, forcing Covad to rely on ILECs for connectivity. These "ILEC-only" COs are located in: Springfield and Piqua, Ohio; Saugus and Calabasas, California; Larchmont and Scarsdale, New York; Ramsey and Keyport, New Jersey; Sarasota, Florida; Greenville; Charleston, and Myrtle Beach, South Carolina; Kansas City and Blue Springs, Missouri; and West Hartford and Farmington, Connecticut.[48] In each of these cities, the competitive fiber network "holes" prevent Covad from obtaining end-to-end connectivity from its hub to every other CO in which it is collocated.

Even if a fiber CLEC has collocated in the same CO as Covad, it may not be able to provide Covad with transport facilities. Thus, the USTA Report's seemingly impressive list of

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[44] Covad Decl. ¶ 4.
[45] Covad Decl. ¶ 10.
[46] Covad Decl. ¶ 11.
[47] Covad Decl. ¶ 11.

collocated COs is irrelevant to whether transport is actually available. As explained in the Covad Declaration, many CLECs simply do not serve the transport routes that Covad requires.[49] In addition, they may not have sufficient excess capacity to serve Covad's volume needs.[50] Even absent these circumstances, the CLEC may simply not wish to serve Covad for competitive reasons. Finally, and perhaps most importantly, the Commission's rules permitting CLEC-to-CLEC cross connects within a CO[51] have been vacated and remanded;[52] many ILECs have dismantled and prohibited such cross connects during the interim. Absent the right to obtain CLEC-to-CLEC cross connects, it remains physically impossible to use CLEC transport. For the ILECs now to suggest that collocated fiber CLECs can provision alternative transport to other competitors is specious at best.

As a nationwide average, Covad has calculated that over 48% of point-to-point transport routes are served only by ILECs.[53] Absent the availability of ILEC transport, Covad and all other data CLECs would be wholly unable to complete their networks according to plan, precluding a large proportion of customers from obtaining competitive DSL services. Dedicated transport must therefore remain subject to Section 251 unbundling obligations.

2. Transport provided under non-UNE tariffs is prohibitively expensive and therefore would preclude data CLECs from attaining their desired network buildout

The cost of deploying alternative facilities is a key factor in the consideration of whether a network facility meets the necessary and impair test. As regards dedicated transport, the

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[48] Covad Decl. ¶ [18].

[49] Covad Decl. ¶ 9-10.

[50] *Id.*

[51] *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd. 4761, 4779 (1999).

[52] *GTE Service Corp. v. FCC*, 205 F.3d 416, 424 (D.C. Cir. 2000).

[53] Covad Decl. ¶ 19.

Commission has held that these facilities cannot be replicated in an economically rational manner.[54] The Joint Petition, *sub silentio*, concedes this point.

Petitioners point out hopefully that "marketplace developments are dramatically reducing the costs of deploying alternative facilities."[55] These developments refer, however, only to the increasing presence of "collocation hotels" in many MSAs, which says nothing to the availability of transport facilities within the network. The main tenet of Petitioners' argument, then, lies in their belief that carriers will "find the expense of [transport] deployment well worth undertaking . . . [o]nce the initial investments have been made."[56] This assertion thus admits that at present, even after the so-called "avalanche of metro capacity,"[57] CLECs have not yet deployed transport facilities in a manner that could reasonably be deemed ubiquitous, providing no downward pressure on transport prices. Therefore, for purposes of the present proceeding, the prices of ILEC transport facilities remains a vital inquiry for determining whether these facilities must be unbundled under the prevailing necessary and impair standard.

Covad has conducted an independent analysis of the relative prices of transport provided as a UNE and transport provided as an access service.[58] This analysis indicates that transport purchased under ILEC access tariffs is 50% to 353% higher in price than UNE transport purchased from the same carrier.[59] As declarants Mike Shipley and Marie Chang conclude, "[t]hese price differentials, striking even on a per-circuit basis, become astronomical when applied to Covad's deployment plans and aggregate transport demand."[60] These figures on their face

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[54] *UNE Remand Order* ¶ 321.
[55] Joint Petition at 24.
[56] Joint Petition at 23.
[57] Joint Petition at 3.
[58] *See* Covad Decl., Table 2 at p. 8.
[59] Covad Decl. ¶ 20.
[60] Covad Decl. ¶ 21.

indicate that the Commission's *UNE Remand* conclusion that alternative transport is not available "as a practical, economic" matter remains unassailable.[61]

III. IF PERSUADED TO GRANT THE RELIEF SOUGHT BY PETITIONERS, THE COMMISSION SHOULD HOLD EXPLICITLY THAT HIGH CAPACITY LOOPS DO NOT INCLUDE xDSL-CAPABLE LOOPS

Should the Commission decide, despite the foregoing opposition, to grant relief and remove high-capacity loops and dedicated transport from the UNE list, it should do so with the explicit limitation that xDSL-capable loops are in no way affected by that relief. This express limitation is necessary in order to allay any confusion as to what type of loop facility the Petitioners will no longer be obligated to provide.

The Joint Petition defines high-capacity loops as "circuits at a level of DS-1 or higher."[62] The term DS-1 refers of course to the transmission speed of a loop facility, however, and not to any unique physical characteristic of the loop. These loops may be fiber or copper, may have accreted devices or not, and are only distinguishable from other loops by the types of electronics attached.[63] Thus, to speak of "DS-1" loops simply refers to a loop that transmits 1.544 megabits per second ("Mbps"). Because all loops are essentially identical facilities, the Joint Petition would appear to encompass the basic xDSL-capable loops used by Covad and other competitive DSL providers within the scope of the relief requested. It is clear to Covad that the BOC petitions simply seek a back-door route to end DSL competition, under the guise of "high-cap" loop relief. A loop is a loop is a loop, no matter what speed of service is offered over it.

This result is not sensible, as the Joint Petition does not even purport to demonstrate that competitive DSL providers no longer meet the necessary and impair standard with respect to basic loops. Unless the Commission expressly states otherwise, xDSL-capable loops could be

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[61] *UNE Remand Order* ¶ 321.

[62] Joint Petition at 1 n.1

perceived as high-capacity loops. Most DSL service is at the DS-1 transmission capacity level or higher. And because xDSL-capable loops are also a basic loop — though required to be copper — it could be argued that the Commission fully intended to include them in the "high-capacity loop" category and remove them from the UNE list. Even if this argument were ultimately rejected by the FCC or a state commission, DSL carriers would incur substantial loss in resources and in time-to-market in having to litigate this issue. Conversely, if the argument were accepted by any commission, the competitive DSL industry would be denied access to its most essential ILEC input. In order to avoid both of these outcomes, the Commission should — if it is inclined to grant the requested relief at all — expressly limit its relief to non-xDSL loops.

[63] *See UNE Remand Order* ¶ 176.

CONCLUSION

For these reasons, the Commission should (1) deny the Joint Petition as procedurally improper and without merit, or (2) explicitly limit the relief granted to ensure that xDSL-capable loops remain subject to all existing and future unbundling rules.

Respectfully submitted,

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Dated: June 11, 2001

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Response to Verizon Florida, Inc.'s First Request for Admissions (Nos. 1 – 2), First Set of Interrogatories (Nos. 1 – 22) and First Request for Production of Documents (Nos. 1 – 11) has been provided by (*) hand delivery, (**) email and U.S. Mail this 7th day of January 2004, to the following:

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Vicki Gordon Kaufman

EXHIBIT NO. 37

DOCKET NO.: 030851-TP

WITNESS:

PARTY: DIECA Communications, Inc. d/b/a Covad Communications Company

DESCRIPTION:

1. **DIECA Communications, Inc. d/b/a Covad Communications Company's Response and Objections to BellSouth Telecommunications, Inc.'s First Request for Production of Documents (Nos. 1-21) and First Set of Interrogatories (Nos. 1-84) (PUBLIC)**
2. **DIECA Communications, Inc. d/b/a Covad Communications Company's Revised Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (No. 69)**
3. **DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to BellSouth Telecommunications, Inc.'s Third Request for Production of Documents (Nos. 23 and 24)**
4. **DIECA Communications, Inc. d/b/a Covad Communications Company's Supplemental Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (Nos. 31 & 35)**

PROFFERING PARTY: COVAD

I.D. #COVAD-STIP

FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising From Federal Communications Commission Triennial UNE review: Local Circuit Switching For Mass Market Customers

Docket No. 030851-TP

/

DIECA COMMUNICATIONS, INC., D/B/A COVAD COMMUNICATIONS COMPANY'S RESPONSE AND OBJECTIONS TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 1 – 21) AND FIRST SET OF INTERROGATORIES (NOS. 1 – 84)

(PUBLIC)

DIECA Communications, Inc., d/b/a Covad Communications Company (Covad), pursuant to Rule 28.106-206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Response and Objections to BellSouth Telecommunications, Inc.'s First Requests for Production of Documents (Nos. 1 – 21) and First Set of Interrogatories (Nos. 1 – 84), dated October 9, 2003.

GENERAL OBJECTIONS

1. Covad objects to the interrogatories and requests for production to the extent they seek to impose an obligation on Covad to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such interrogatories and requests for production are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules. Specifically, BellSouth defines Covad to include, in relevant part, "parents, subsidiaries, and affiliates. . . " Covad will not be responding to discovery that seeks information from parent and affiliate companies.

2. Covad objects to the interrogatories and requests for production to the extent they are intended to apply to matters other than those subject to the jurisdiction of the Commission. BellSouth objections to such interrogatories and requests for production as being irrelevant,

overly broad, unduly burdensome, and oppressive.

3. Covad objects to each and every interrogatory and request for production and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Covad objects to each and every interrogatory and request for production insofar as the interrogatories and requests are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories and requests for production. Any answers provided by Covad in response to the interrogatories and requests for production will be provided subject to, and without waiver, of the foregoing objection.

5. Covad objects to each and every interrogatory and request for production insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Covad will attempt to note in its responses each instance where this objection applies.

6. Covad objects to providing information to the extent that such information is already in the public record before the Commission.

7. Covad objects to BellSouth's discovery requests, instructions and definitions, insofar as they seek to impose obligations on Covad that exceed the requirements of the Florida Rules of Civil Procedure and Florida Law.

8. Covad objects to each and every interrogatory and request for production, insofar as any of them are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Covad is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Covad creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. Covad will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, Covad objects on the grounds that compliance would impose an undue burden or expense.

10. Covad objects to each and every interrogatory and request for production to the extent that the information requested constitutes "trade secrets" pursuant to Section 90.506, Florida Statutes. To the extent that BellSouth requests proprietary confidential business information, Covad will make such information available in accordance with a protective agreement, subject to other general or specific objections contained herein.

11. Covad objects to any discovery request that seeks to obtain "all" or particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by Covad in response to this discovery will be provided subject to, and without waiver of, the foregoing objection.

SPECIFIC OBJECTIONS TO INTERROGATORIES 1, 2, 5-7 and 18

Because Covad does not provide voice services over its ATM switches and because ATM switches are not circuit switches, discovery related to Covad's ATM switches is irrelevant to both the "triggers" and "potential deployment" analyses in this docket. The Federal Communications Commission ("FCC") states in its Triennial Review Order ("TRO") that "[f]or

purposes of the examination described here, mass market customers are *analog voice customers* . . ." TRO ¶ 497 (emphasis added). In the "triggers" analysis, the FCC repeatedly states that the switches to be considered are *only* those "*actively* providing *voice service* used to serve the mass market." TRO ¶ 499 (emphasis added); see also, ¶ 498 ("triggers identify *existing* examples of multiple competitive LECs using their own switches to serve mass market [*analog voice*] customers . . .") (emphasis added); ¶ 499 ("the identified competitive switch providers should be *actively providing voice service* to mass market customers . . .") (emphasis added); ¶ 500 ("we find that states shall not evaluate any other factors . . . . The key consideration to be examined by state commissions is whether the providers are *currently* offering and able to provide [*analog voice*] service . . .") (emphasis added).

Similarly, in the "potential deployment" analysis, the FCC states that "States should first examine whether competitors are already using their own switches *to serve voice customers* . . ." and whether there "are two wholesale providers or three self-provisioners of switching *serving the voice enterprise market* . . ." TRO ¶ 508 (emphasis added); see also ¶ 507. Covad does not provide a single voice service – to mass markets or enterprise markets – over its ATM switches. While ATM switches may have the potential to support certain kinds of voice over internet protocol (VoIP) services, such nascent technologies are not currently available to serve mass markets. Accordingly, discovery regarding Covad's ATM switches is irrelevant in this docket.

Moreover, the FCC's consideration of circuit switches is wholly separate from the FCC's analysis of ATM switching. Indeed, the FCC's holdings regarding these two kinds of switches are diametrically opposed: circuit switches serving the mass ***voice*** market are unbundled while ATM switches serving the mass ***data*** market are not. *Compare* ¶¶ 459-485 *with* ¶¶ 535-541 (noting that ATM switches are ubiquitous and "are much cheaper to deploy than circuit

switches." ¶ 538). Clearly then, ATM switches and circuit switches are not interchangeable. As such, the discovery served on Covad seeking information about Covad's ATM switches is not reasonably calculated to lead to admissible evidence and is, consequently, irrelevant.

Covad will, subject to and without waiving the foregoing objections, provide the make, model, number, location and total customers served in Florida for Covad's ATM switches in response to the above-referenced discovery.

SPECIFIC OBJECTIONS TO INTERROGATORIES 15-17and 19-49 [Regarding Covad's xDSL Business, Business Plans, and Statistics]

Interrogatories 15-17 and 19-49 are a "cut and paste" set of interrogatories designed for and served on Florida competitive voice providers. Not surprisingly, a great deal of BellSouth's "cut and paste" voice discovery is both overly broad and irrelevant as to Covad – a DSL company. Because Covad ***solely*** provides high speed internet access, its churn, customer counts, business models, marketing, geographic markets, revenues, customer classifications, customer acquisition costs, cost of capital, expected customer growth and similar requested information is not probative of such statistics for voice providers. The "potential deployment" portion of this docket addresses the potential use of self-provisioned or wholesale switches to serve the mass *voice* market – not the mass DSL market. In the TRO, the FCC separately addressed that market. TRO ¶¶ 537-541.

While Covad has asserted that economic and operational impairment related the lack of line splitting under UNE-L should be considered in this docket, those issues are not the subject of BellSouth's discovery. The economic impairment problems raised by Covad are associated with attempting to compete for customers in an environment where most telecommunications services are sold as part of a bundle of such services, not a general business model for UNE-L or DSL. Accordingly, Covad objects to Interrogatories 15-17 and 19-49 as irrelevant. Covad

further objects that, if such discovery is relevant, it is overly broad and unduly burdensome. Nevertheless, without waiving the preceding objections, Covad will provide general churn, customer counts, business plans, and general business statistics for the state of Florida.

Subject to and without waiving Covad's General and Specific Objections, Covad responds to BellSouth's First Interrogatories as follows:

INTERROGATORIES

1. Identify each switch owned by Covad that Covad uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the State and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch).

Response to Interrogatory No. 1: Covad provides xDSL services in Florida using ATM switches, configured as multiplexers, located in the following central offices:

[BEGIN CONFIDENTIAL INFORMATION]

1. [redacted]
2.
3.
4.
5.
6.

[END CONFIDENTIAL INFORMATION]

2. For each switch identified in response to Interrogatory No. 1, please:

   (a) provide the Common Language Location Identifier ("CLLI") code of the switch;

(b) provide the street address, including the city and state in which the switch is located;

(c) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(d) state the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

(e) state the number of voice-grade equivalent lines the switch is currently serving based on the switch's existing configuration and component parts; and

(f) provide information relating to the switch as contained in Telcordia's *Local Exchange Routing Guide* ("LERG"); or, state if the switch is not identified in the LERG.

Response to Interrogatory No. 2:

(a) and (b)
[BEGIN CONFIDENTIAL INFORMATION]

1. [redacted]
2.
3.
4.
5.
6.

[END CONFIDENTIAL INFORMATION]

(c)

1. Cisco BPX 8600 ATM Switch
2. Cisco BPX 8600 ATM Switch
3. Cisco BPX 8600 ATM Switch
4. Cisco BPX 8600 ATM Switch
5. Cisco BPX 8600 ATM Switch

6. Cisco BPX 8600 ATM Switch

(d) Covad does not report any type of "voice grade equivalent" lines in its FCC Form 477 filings because Covad does not provide voice services in the state of Florida or elsewhere. Covad only reports broadband lines. Covad had [BEGIN CONFIDENTIAL INFORMATION] [redacted] [END CONFIDENTIAL INFORMATION] broadband lines in service in the state of Florida as of October 27, 2003.

(e) Covad does not report any type of "voice grade equivalent" lines in its FCC Form 477 filings because Covad does not provide voice services in the state of Florida or elsewhere. Covad only reports broadband lines. Covad had [BEGIN CONFIDENTIAL INFORMATION] [redacted] [END CONFIDENTIAL INFORMATION] broadband lines in service in the state of Florida as of October 27, 2003.

(f) None of Covad's switches are listed in the LERG.

3. Identify any other switch not previously identified in Interrogatory No. 1 that Covad uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the State and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch). In answering this Interrogatory, do not include ILEC switches used by Covad either on an unbundled or resale basis.

Response to Interrogatory No. 3: None.

4. For each switch identified in response to Interrogatory No. 3, please:

(a) identify the person that owns the switch;

(b) provide the Common Language Location Identifier ("CLLI") code of the switch;

(c) provide the street address, including the city and state in which the switch is located;

(d) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(e) describe in detail the arrangement by which you are making use of the switch, including stating whether you are leasing the switch or switching capacity on the switch;

(f) identify all documents referring or relating to the rates, terms, and conditions of Covad's use of the switch; and

(g) provide information relating to the switch as contained in Telcordia's Local Exchange Routing Guide ("LERG"); or, state if the switch is not identified in the LERG.

Response to Interrogatory No. 4: Not applicable.

5. Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 1. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.

Response to Interrogatory No. 5: See Response to Interrogatory No. 2.

6. For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory 1.

Response to Interrogatory No. 6: See Response to Interrogatory No. 2.

7. With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 6, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;

(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;

(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;

(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;

(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;

(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;

(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;

(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;

(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;

(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;

(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;

(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and

(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response to Interrogatory No. 7: Covad does not provide voice services in Florida or elsewhere.

8. Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 3. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user is located.

Response to Interrogatory No. 8: Not applicable.

9. For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total

number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory No. 3.

Response to Interrogatory No. 9: Not applicable.

10. With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 9, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;

(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;

(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;

(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;

(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;

(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;

(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;

(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;

(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;

(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;

(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;

(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and

(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response to Interrogatory No. 10: Not applicable.

11. Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida using an ILEC's switch either on an unbundled or resale basis. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.

Response to Interrogatory No. 11: None.

12. For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area using an ILEC's switch either on an unbundled or resale basis.

Response to Interrogatory No. 12: Not applicable.

13. With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 12, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;

(b) The number of end user customers to whom you provide two (2) voice-grade equivalent lines;

(c) The number of end user customers to whom you provide three (3) voice-grade equivalent lines;

(d) The number of end user customers to whom you provide four (4) voice-grade equivalent lines;

(e) The number of end user customers to whom you provide five (5) voice-grade equivalent lines;

(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;

(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;

(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;

(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;

(j) The number of end user customers to whom you provide ten (10) voice-grade equivalent lines;

(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;

(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines; and

(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response to Interrogatory No. 13: Not applicable.

14. Do you offer to provide or do you provide switching capacity to another local exchange carrier for its use in providing qualifying service anywhere in the nine states in the BellSouth region. If the answer to this Interrogatory is in the affirmative, for each switch that you use to offer or provide such switching capacity, please:

(a) Provide the Common Language Location Identifier ("CLLI") code of the switch;

(b) Provide the street address, including the city and state in which the switch is located;

(c) Identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(d) State the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

(e) State the number of voice-grade equivalent lines the switch is currently serving based on the switch's existing configuration and component parts; and

(f) Identify all documents referring or relating to the rates, terms, and conditions of Covad's provision of switching capability.

Response to Interrogatory No. 14: No.

15. Identify every business case in your possession, custody or control that evaluates, discusses, analyzes or otherwise refers or relates to the offering of a qualifying service using: (1) the Unbundled Network Element Platform (UNE-P), (2) self-provisioned switching, (3) switching obtained from a third party provider other than an ILEC, or (4) any combination of these items.

Response to Interrogatory No. 15: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad. Upon information and belief, Covad has no responsive documents.

16. Identify any documents that you have provided to any of your employees or agents, or to any financial analyst, bank or other financial institution, shareholder or any other person that describes, presents, evaluates or otherwise discusses in whole or part, how you intend to offer or provide local exchange service, including but not limited to such things as the markets in which you either do participate or intend to participate, the costs of providing such service, the market share you anticipate obtaining in each market, the time horizon over which you anticipate obtaining such market share, and the average revenues you expect per customer.

Response to Interrogatory No. 16: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad. Upon information and belief, Covad has no responsive documents.

17. If not identified in response to a prior Interrogatory, identify every document in your possession, custody, or control referring or relating to the financial viability of self-provisioning switching in your providing qualifying services to end user customers.

Response to Interrogatory No. 17: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad. Upon information and belief, Covad has no responsive documents.

18. Do you have switches that are technically capable of providing, but are not presently being used to provide, a qualifying service in Florida? If the answer to this Interrogatory is in the affirmative, please:

(a) provide the Common Language Location Identifier ("CLLI") code of the switch;

(b) provide the street address, including the city and state in which the switch is located;

(c) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(d) state the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

(e) state the number of voice-grade equivalent lines the switch is currently serving based on the switch's existing configuration and component parts; and

(f) identify any documents in your possession, custody or control that discuss, evaluate, analyze or otherwise refer or relate to whether those switches could be used to provide a qualifying service in Florida.

Response to Interrogatory No. 18: Covad's ATM switches provide no telephony features and are not capable of serving mass market voice customers as they are not connected to the public switched network. Accordingly, Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

19. Identify each MSA in Florida where you are currently offering a qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

Response to Interrogatory No. 19: Covad serves customers with xDSL services in Tampa, Orlando, Miami, Ft. Lauderdale and Jacksonville, Florida MSAs.

20. If you offer a qualifying service outside of the MSAs identified in response to Interrogatory 19, identify those geographic areas either by describing those areas in words or by providing maps depicting the geographic areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

Response to Interrogatory No. 20: Not applicable.

21. Describe with particularity the qualifying services that you offer in the geographic areas described in response to Interrogatories 19 and 20, including the rates, terms, and conditions under which such services are offered. If the qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the relevant geographic areas and identifies the relevant rates, terms and conditions for such areas, it will be a sufficient answer to identify that web site. It will not be a sufficient

response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms and conditions upon which service is provided.

Response to Interrogatory No. 21: Covad provides xDSL services only. All services, including prices provided throughout Covad's service areas, including Florida MSAs, are available at Covad.com.

22. Identify each MSA in Florida where you are currently offering a non-qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

Response to Interrogatory No. 22: Not applicable.

23. If you offer a non-qualifying service outside of the MSAs identified in response to Interrogatory 22, identify those geographic areas either by describing those areas in words or by providing maps depicting the geographic areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.

Response to Interrogatory No. 23: Not applicable.

24. Describe with particularity the non-qualifying services that you offer in the geographic areas described in response to Interrogatories 22 and 23, including the rates, terms, and conditions under which such services are offered. If the non-qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the relevant geographic areas and identifies the relevant rates, terms and conditions

for such areas, it will be a sufficient answer to identify that web site. It will not be a sufficient response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms and conditions upon which service is provided.

Response to Interrogatory No. 24: Not applicable.

25. Please state the total number of end users customers in the State of Florida to whom you only provide qualifying service.

Response to Interrogatory No. 25: See Response to Interrogatory No. 2.

26. For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

Response to Interrogatory No. 26: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

27. For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.

Response to Interrogatory No. 27: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

28. Please state the total number of end users customers in the State of Florida to whom you only provide non-qualifying service.

Response to Interrogatory No. 28: Not applicable.

29. For those end user customers to whom you only provide non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

Response to Interrogatory No. 29: Not applicable.

30. Please state the total number of end users customers in the State of Florida to whom you provide both qualifying and non-qualifying service.

Response to Interrogatory No. 30: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

31. For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

Response to Interrogatory No. 31: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

32. For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.

Response to Interrogatory No. 32: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

33. Please provide a breakdown of the total number of end user customers served by Covad in Florida by class or type of end user customers (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers. For each such classification, and/or if you provide another type of classification, define and describe

with specificity the classification so that it can be determined what kinds of customers you have in each classification).

Response to Interrogatory No. 33: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad. Notwithstanding its objections, and subject thereto, Covad responds that its customers are categorized by service type (ADSL. SDSL. IDSL. DS1) service downstream speed and by Direct Consumer, Direct Business, Wholesale Consumer, and Wholesale Business.

34. For each class or type of end user customer referenced in Interrogatory No. 33, please state the average acquisition cost for each such end user class or type. Please provide this information for each month from January 2000 to the present.

Response to Interrogatory No. 34: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

35. For each class or type of end user customer referenced in Interrogatory No. 33, please state the typical churn rate for each such end user class or type. Please provide this information for each month from January 2000 to the present.

Response to Interrogatory No. 35: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

36. For each class or type of end user customer referenced in Interrogatory No. 33, please state the share of the local exchange market you have obtained. Please provide this information for each month from January 2000 to the present.

Response to Interrogatory No. 36: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

37. Identify any documents in your possession, custody or control that evaluate, discuss or otherwise refer or relate to your cumulative market share of the local exchange market in Florida.

Response to Interrogatory No. 37: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

38. Identify any documents in your possession, custody or control that evaluate, discuss or otherwise refer or relate to any projections that you have made regarding your cumulative market share growth in the local exchange market in Florida.

Response to Interrogatory No. 38: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

39. Describe how the marketing organization that is responsible for marketing qualifying service in Florida is organized, including the organization's structure, size in terms of full time or equivalent employees including contract and temporary employees, and the physical work locations for such employees. In answering this Interrogatory, please state whether you utilize authorized sales representatives in your marketing efforts in Florida, and, if so, describe with particularity the nature, extent, and rates, terms, and conditions of such use.

Response to Interrogatory No. 39: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

40. How do you determine whether you will serve an individual customer's location with multiple DSOs or whether you are going to use a DS1 or larger transmission system? Provide a detailed description of the analysis you would undertake to resolve this

issue, and identify the factors that you would consider in making this type of a decision.

Response to Interrogatory No. 40: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

41. Is there a typical or average number of DS0s at which you would chose to serve a particular customer with a DS1 or larger transmission system, all other things being equal? If so, please provide that typical or average number and explain how this number was derived.

Response to Interrogatory No. 41: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

42. What additional equipment, if any, would be required (on the customer's side of the demarcation point rather than on network side of the demarcation point) to provide service to a customer with a DS1 rather than multiple DS0s? For instance, if a customer had 10 DS0s, and you want to provide the customer with the same functionality using a DS1, would a D-4 channel bank, or a digital PBX be required in order to provide equivalent service to the end user that has 10 DS0s? If so, please provide the average cost of the equipment that would be required to provide that functional equivalency (that is, the channel bank, or the PBX or whatever would typically be required should you decide to serve the customer with a DS1 rather than multiple DS0s.)

Response to Interrogatory No. 42: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

43. What cost of capital do you use in evaluating whether to offer a qualifying service in a particular geographic market and how is that cost of capital determined?

Response to Interrogatory No. 43: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

44. With regard to the cost of capital you use in evaluating whether to provide a qualifying service in a particular geographic market, what are the individual components of that cost of capital, such as the debt-equity ratio, the cost of debt and the cost of equity?

Response to Interrogatory No. 44: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

45. In determining whether to offer a qualifying service in a particular geographic market, what time period do you typically use to evaluate that offer? That is, do you use one year, five years, ten years or some other time horizon over which you evaluate the project?

Response to Interrogatory No. 45: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

46. Provide your definition of sales expense as that term is used in your business.

Response to Interrogatory No. 46: Covad stands on its objection to this Interrogatory as irrelevant in this docket as to Covad.

47. Based on the definition of sales expense in the foregoing Interrogatory, please state how you estimate sales expense when evaluating whether to offer a qualifying service in a particular geographic market?

Response to Interrogatory No. 47: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

48. Provide your definition of general and administrative (G&A) costs as you use those terms in your business.

Response to Interrogatory No. 48: Covad stands on its objection to this Interrogatory as irrelevant in this docket as to Covad.

49. Based on the definition of G&A costs in the foregoing Interrogatory, please state how you estimate G&A expenses when evaluating whether to offer a qualifying service in a particular geographic market?

Response to Interrogatory No. 49: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

50. For each day since January 1, 2000, identify the number of individual hot cuts that BellSouth has performed for Covad in each state in BellSouth's region.

Response to Interrogatory No. 50: Zero.

51. For each individual hot cut identified in response to Interrogatory No. 50, state:

i. Whether the hot cut was coordinated or not;

ii. If coordinated, whether the hot cut occurred as scheduled;

iii. If the hot cut did not occur as scheduled, state whether this was due to a problem with BellSouth, Covad, the end-user customer, or some third party, and describe with specificity the reason the hot cut did not occur as scheduled;

iv. If there was a problem with the hot cut, state whether Covad complained in writing to BellSouth or anyone else.

Response to Interrogatory No. 51: Not applicable.

52. Does Covad have a preferred process for performing batch hot cuts? If the answer to this Interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe, or otherwise refer or relate to this preferred process.

Response to Interrogatory No. 52: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

53. Does Covad have a preferred process for performing individual hot cuts? If the answer to this Interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe, or otherwise refer or relate to this preferred process.

Response to Interrogatory No. 53: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

54. State whether Covad agrees that it jointly developed BellSouth's process for individual hot cuts with BellSouth as set forth in the parties' April 16, 2001 Memorandum of Understanding. If Covad does not agree, explain why and explain Covad's view of its involvement in the development of that process.

Response to Interrogatory No. 54: Covad was not a party to the Memorandum of Understanding referenced in this Interrogatory. BellSouth counsel has withdrawn this Interrogatory.

55. If Covad has a preferred process for individual hot cuts that differs from BellSouth's process, identify each specific step in Covad's process that differs from BellSouth's process.

Response to Interrogatory No. 55: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

56. If Covad has a preferred process for bulk hot cuts that differs from BellSouth's process, identify each specific step in Covad's process that differs from BellSouth's process.

Response to Interrogatory No. 56: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

57. Does Covad have any estimates of what a typical individual hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.

Response to Interrogatory No. 57: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current

position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

58. Does Covad have any estimates of what a typical bulk hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.

Response to Interrogatory No. 58: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

59. What is the largest number of individual hot cuts that Covad has requested in any individual central office in each of the nine BellSouth states on a single day? In answering this Interrogatory, identify the central office for which the request was made, and the number of hot cuts that were requested. State with specificity what the outcome was for each of the hot cuts in each of the central offices so described, if not provided in response to an earlier interrogatory.

Response to Interrogatory No. 59: Zero. Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

60. Does any ILEC in the BellSouth region have a batch hot cut process that is acceptable to Covad or that Covad believes is superior to BellSouth's batch hot cut process? If

so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.

Response to Interrogatory No. 60: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

61. Does any ILEC in the BellSouth region have a cost for a batch hot cut process that is acceptable to Covad? If so, name the ILEC and provide the rate and the source of the rate.

Response to Interrogatory No. 61: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

62. Does any ILEC in the BellSouth region have an individual hot cut process that is acceptable to Covad or that Covad believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.

Response to Interrogatory No. 62: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

63. Does any ILEC in the BellSouth region have a rate for an individual hot cut process that is acceptable to Covad? If so, name the ILEC and provide the rate and the source of the rate.

Response to Interrogatory No. 63: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

64. Does any ILEC outside the BellSouth region have a batch hot cut process that is acceptable to Covad or that Covad believes is superior to BellSouth's batch hot cut process? If so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.

Response to Interrogatory No. 64: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

65. Does any ILEC outside the BellSouth region have a rate for a batch hot cut process that is acceptable to Covad? If so, name the ILEC and provide the rate and the source of the rate.

Response to Interrogatory No. 65: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

66. Does any ILEC outside the BellSouth region have an individual hot cut process that is acceptable to Covad or that Covad believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.

Response to Interrogatory No. 66: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

67. Does any ILEC outside the BellSouth region have a rate for an individual hot cut process that is acceptable to Covad? If so, name the ILEC and provide the rate and the source of the rate.

Response to Interrogatory No. 67: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

68. Does Covad order coordinated or non-coordinated hot cuts?

Response to Interrogatory No. 68: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

69. Does Covad use the CFA database?

Response to Interrogatory No. 69: No.

70. Identify every issue related to BellSouth's hot cut process raised by Covad at the Florida CLEC collaborative since October 2001.

Response to Interrogatory No. 70: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

71. What is the appropriate volume of loops that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 71: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

72. What is the appropriate process that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 72 The appropriate process for the Florida Public Service Commission to use in establishing a batch hot cut process is a series of workshops or collaborative meetings between the ILECs and CLECs with the Commission Staff facilitating.

73. If Covad disagrees with BellSouth's individual hot cut process, identify every step that Covad contends is unnecessary and state with specificity why the step is unnecessary.

Response to Interrogatory No. 73: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

74. If Covad disagrees with BellSouth's bulk hot cut process, identify every step that Covad contends is unnecessary and state with specificity why the step is unnecessary.

Response to Interrogatory No. 74: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

75. Identify by date, author and recipient every written complaint Covad has made to BellSouth regarding BellSouth's hot cut process since October 2001.

Response to Interrogatory No. 75: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

76. How many unbundled loops does Covad contend BellSouth must provision per state per month to constitute sufficient volume to assess BellSouth's hot cut process?

Response to Interrogatory No. 76: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current

position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

77. What is the appropriate information that you contend the Florida Public Service Commission should consider in evaluating whether the ILEC is capable of migrating multiple lines served using unbundled local circuit switching to switches operated by a carrier other than the ILEC in a timely manner in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 77: The Florida Public Service Commission should consider if the Batch Hot Cut process includes the ordering scenarios that will establish a competitive market environment. Specifically, Florida Public Service Commission should assess each ILEC Batch Hot Cut process for inclusion of the following mechanized ordering scenarios that affect DSL:

- ILEC Retail customer with DSL to UNE-L;
- Line Splitting UNE-P to UNE-L with the same CLEC voice and data;
- Line Splitting UNE-P to UNE-L with different CLECs for voice and data;
- UNE-L with DSL to UNE-L; and
- CLEC to CLEC migration processes.

Data providers should have access to the hot cut process.

78. What is the average completion interval metric for provision of high volumes of loops that you contend the Florida Public Service Commission should require in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In

answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 78: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

79. What are the rates that you contend the Florida Public Service Commission should adopt in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 79: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

80. What are the appropriate product market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 80: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

81. What are the appropriate geographic market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 81: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

82. Do you contend that there are operational barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(2) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such operational barrier, and state all facts and identify all documents supporting your contention.

Response to Interrogatory No. 82: Yes. Covad agrees with the factual findings of operational barriers to competition without access to unbundled circuit switching for mass market voice customers provided by the Federal Communications Commission in its Triennial Review Order, which is publicly available. Covad further responds that it is BellSouth's burden to demonstrate non-impairment, and this Interrogatory appears to be an inappropriate effort by BellSouth to shift that burden. Covad also responds that the absence of a batch hot cut process for the scenarios listed in response to Interrogatory No. 77 further supports the FCC's finding of impairment related to an absence of sufficient batch hot cut processes.

83. Do you contend that there are economic barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(3) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such economic barrier, and state all facts and identify all documents supporting your contention.

Response to Interrogatory No. 83: Yes. Covad agrees with the factual findings of economic barriers to competition without access to unbundled circuit switching for mass market voice customers provided by the Federal Communications Commission in its Triennial Review Order, which is publicly available. Covad further responds that it is BellSouth's burden to demonstrate non-impairment, and this Interrogatory appears to be an inappropriate effort by BellSouth to shift that burden. Covad also responds that the absence of OSS and operational processes to support Line Splitting under UNE-L may constitute an economic barrier to competition using UNE-L.

84. What is the maximum number of DS0 loops for each geographic market that you contend requesting telecommunications carriers can serve through unbundled switching when serving multiline end users at a single location that the Florida Public Service Commission should consider in establishing a "cutoff" consistent with FCC Rule 51.319(d)(2)(iii)(B)(4)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response to Interrogatory No. 84: Covad stands on its objection to this Interrogatory as irrelevant in this docket as to Covad.

REQUESTS FOR PRODUCTION

1. Produce all documents identified in response to BellSouth's First Set of Interrogatories.

Response to Request for Production No. 1: No such documents were identified. Covad also stands on its objection to certain of these Interrogatories and Requests for Production as irrelevant in this docket as to Covad.

2. Produce every business case in your possession, custody or control that evaluates, discusses, analyzes or otherwise refers or relates to the offering of a qualifying service in the State of Florida.

Response to Request for Production No. 2: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

3. Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide qualifying service.

Response to Request for Production No. 3: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

4. Produce all documents referring or relating to the average number of access lines you provide to end user customers in Florida to whom you only provide qualifying service.

Response to Request for Production No. 4: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

5. Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide non-qualifying service.

Response to Request for Production No. 5: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

6. Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you provide both qualifying and non-qualifying service.

Response to Request for Production No. 6: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

7. Produce all documents referring or relating to the average number of access lines you provide to end user customers in Florida to whom you provide both qualifying and non-qualifying service.

Response to Request for Production No. 7: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

8. Provide all documents referring or relating to the classifications used by Covad to offer service to end user customers Florida (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers).

Response to Request for Production No. 8: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

9. Produce all documents referring or relating to the average acquisition cost for each class or type of end user customer served by Covad, as requested in BellSouth's First Set of Interrogatories, No. 34.

Response to Request for Production No. 9: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

10. Produce all documents referring or relating to the typical churn for each class or type of end user customer served by Covad, as requested in BellSouth's First Set of Interrogatories, No. 35.

Response to Request for Production No. 10: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

11. Produce all documents referring or relating to how Covad determines whether to serve an individual customer's location with multiple DS0s or with a DS1 or larger transmission system.

Response to Request for Production No. 11: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

12. Produce all documents referring or relating to the typical or average number of DS0s at which Covad would choose to serve a particular customer with a DS1 or larger transmission system as opposed to multiple DS0, all other things being equal.

Response to Request for Production No. 12: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

13. Produce all documents referring or relating to the cost of capital used by Covad in evaluating whether to offer a qualifying service in a particular geographic market.

Response to Request for Production No. 13: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

14. Produce all documents referring or relating to the time period used by Covad in evaluating whether to offering a qualifying service in a particular geographic market (e.g., one year, five years, ten years or some other time horizon over which a project is evaluated)?

Response to Request for Production No. 14: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

15. Produce all documents referring or relating to your estimates of sales expense when evaluating whether to offer a qualifying service in a particular geographic market.

Response to Request for Production No. 15: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

16. Produce all documents referring or relating to your estimates of general and administrative (G&A) expenses when evaluating whether to offer a qualifying service in a particular geographic market.

Response to Request for Production No. 16: Covad stands on its objection to this Request for Production as irrelevant and overbroad in this docket as to Covad.

17. Produce all documents referring or relating to any complaints by Covad or its end user customers about individual hot cuts performed by BellSouth since January 1, 2000.

Response to Request for Production No. 17: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process.

Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

18. Produce all documents referring or relating to a batch hot cut process used by any ILEC in the BellSouth region that is acceptable to Covad or that Covad believes is superior to BellSouth's batch hot cut process.

Response to Request for Production No. 18: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

19. Produce all documents referring or relating to an individual hot cut process used by any ILEC in the BellSouth region that is acceptable to Covad or that Covad believes is superior to BellSouth's individual hot cut process.

Response to Request for Production No. 19: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

20. Produce all documents referring or relating to a batch hot cut process used by any ILEC outside the BellSouth region that is acceptable to Covad or that Covad believes is superior to BellSouth's batch hot cut process.

Response to Request for Production No. 20: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

21. Produce all documents referring or relating to an individual hot cut process used by any ILEC outside the BellSouth region that is acceptable to Covad or that Covad believes is superior to BellSouth's individual hot cut process.

Response to Request for Production No. 21: Covad does not serve any voice customers using UNE-P and does not have an opinion regarding a UNE-P to UNE-L hot cut process. Covad's current position regarding particular processes for hot cuts is expressed in response to Interrogatories Nos. 72 and 77.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Response and Objections to BellSouth Telecommunications, Inc.'s First Request for Production of Documents (Nos. 1 – 21) and First Set of Interrogatories (Nos. 1 – 84) has been provided by (*) hand delivery, (**) email and U.S. Mail this 30th day of October 2003, to the following:

(**) Adam Teitzman, Staff Counsel
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Vicki Gordon Kaufman

FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising From Federal Communications Commission Triennial UNE review: Local Circuit Switching For Mass Market Customers

Docket No. 030851-TP

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DIECA COMMUNICATIONS, INC., D/B/A COVAD COMMUNICATIONS COMPANY'S REVISED RESPONSE TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES (NO. 69)

DIECA Communications, Inc., d/b/a Covad Communications Company (Covad), pursuant to Rule 28.106-206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Revised Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (No. 69), dated October 9, 2003.

INTERROGATORY NO. 69: Does Covad use the CFA database?

Revised Response: Covad's ILEC Repair does use the CFA database occasionally.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc., d/b/a Covad Communications Company's Revised Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (No. 69) has been provided by (*) hand delivery, (**) email and U.S. Mail this 4th day of November 2003, to the following:

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01/07/04

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising From Federal Communications Commission Triennial UNE review: Local Circuit Switching

Docket No. 030851-TP

/

DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY'S RESPONSES TO BELLSOUTH TELECOMMUNICATIONS, INC.'S THIRD REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 23 and 24)

DIECA Communications, Inc., d/b/a Covad Communications Company (Covad), pursuant to Rule 28.106-206, Florida Administrative Code, and Rules 1.280 and 1.350, Florida Rules of Civil Procedure, hereby files the following Responses to BellSouth's Third Request for Production of Documents (Nos. 23 and 24).

REQUEST FOR PRODUCTION

23. Produce copies of all responses made by you to data requests, interrogatories, and requests for production of documents from the staff of the Florida Public Service Commission in Docket Nos. 030851-TP. This request includes your response that either has been made or will be made to the Florida Public Service Commission staff's 2003 TRO data request.

RESPONSE: Covad answered Staff's First Set of Interrogatories (Nos. 1 – 7) and First Request for Production of Documents (Nos. 1- 8) on December 29, 2003. Covad answered Staff's Second Set of Interrogatories (Nos. 8 – 11) and Second Request for Production of Documents (No. 9) on December 29, 2003. BellSouth was served with copies of these responses on the same day as Staff. Covad's confidential response to Staff's data request was provided in response to BellSouth Interrogatory No. 6 in Docket No. 030851-TL.

24. Produce copies of all responses made by you to data requests, interrogatories, and requests for production from any other party in Docket 030851-TP

RESPONSE: Today Covad served its answers to discovery from Verizon. BellSouth has been served with Covad's responses.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc. d/b/a Covad Communications Company's Responses to BellSouth Telecommunications, Inc.'s Third Request for Production of Documents (Nos. 23 and 24) has been provided by (*) hand delivery, (**) email and U.S. Mail this 7th day of January 2004, to the following:

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FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising From Federal Communications Commission Triennial UNE review: Local Circuit Switching For Mass Market Customers

Docket No. 030851-TP

/

DIECA COMMUNICATIONS, INC., D/B/A COVAD COMMUNICATIONS COMPANY'S SUPPLEMENTAL RESPONSE TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES (NOS. 31 & 35)

DIECA Communications, Inc., d/b/a Covad Communications Company (Covad), pursuant to Rule 28.106-206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Supplemental Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (Nos. 31 & 35), dated October 9, 2003.

INTERROGATORIES

31. For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer.

Response to Interrogatory No. 31: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

Supplemental Response to Interrogatory No. 31: Without waiving its general and specific objections to this interrogatory, Covad has agreed in negotiations with BellSouth to respond to this interrogatory. Accordingly, Covad attaches a **CONFIDENTIAL** spreadsheet containing responsive information.

35. For each class or type of end user customer referenced in Interrogatory No. 33, please state the typical churn rate for each such end user class or type. Please provide this information for each month from January 2000 to the present.

Response to Interrogatory No. 35: Covad stands on its objection to this Interrogatory as irrelevant and overbroad in this docket as to Covad.

Supplemental Response to Interrogatory No. 35 Without waiving its general and specific objections to this interrogatory, Covad has agreed in negotiations with BellSouth to respond to this interrogatory. Accordingly, Covad attaches a **CONFIDENTIAL** spreadsheet containing responsive information.

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d/b/a Covad Communications, Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing DIECA Communications, Inc., d/b/a Covad Communications Company's Supplemental Response to BellSouth Telecommunications, Inc.'s First Set of Interrogatories (Nos. 31 & 35) has been provided by (*) hand delivery, (**) email and U.S. Mail this 3rd day of February 2004, to the following:

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Vicki Gordon Kaufman

EXHIBIT NO. 52

DOCKET NO.: 030851-TP

WITNESS:

PARTY: AT&T Non-Confidential Responses to BellSouth's Discovery Requests – Stipulated Exhibit

DESCRIPTION:

1. AT&T's Responses to BellSouth's 1st Set of Interrogatories (Nos. 1-84) and 1st Request for Production of Documents (Nos. 1-21) dated 10/31/03.
2. AT&T's 1st Supplemental Responses to BellSouth's 1st Set of Interrogatories (Nos. 1-84) dated 11/24/03.
3. AT&T's Responses to BellSouth's 3rd Set of Interrogatories (Nos. 113-130) and 3rd Request for Production of Documents (Nos. 23-28) dated 12/8/04.
4. AT&T's 2nd Supplemental Responses to BellSouth's 1st Set of Interrogatories (Nos. 1-84) dated 12/9/03.
5. AT&T's Responses to BellSouth's 4th Set of Interrogatories (Nos. 131-179) and 4th Request for Production of Documents (Nos. 29-31) dated 12/29/03.
6. AT&T's 3rd Supplemental Responses to BellSouth's 1st Set of Interrogatories (Nos. 1-84) dated 1/6/04.
7. AT&T's Responses to BellSouth's 5th Set of Interrogatories (Nos. 180-182) dated 1/20/04.
8. AT&T's Supplemental Responses to BellSouth's 4th Set of Interrogatories (Nos. 131-179) dated 1/30/03.
9. AT&T's Responses to BellSouth's 6th Set of Interrogatories (Nos. 183-241), 6th Request for Production of Documents (Nos. 33-37) and 1st Request for Admissions dated 2/4/04.
10. AT&T's Responses to BellSouth's 7th Set of Interrogatories (Nos. 242-280) and 7th Request for Production of Documents (No. 38) dated 2/11/04.
11. AT&T's Supplemental Responses to BellSouth's 6th Set of Interrogatories (Nos. 183-241), 6th Request for Production of Documents (Nos. 33-37) and 1st Request for Admissions dated 2/18/04.
12. AT&T's Supplemental Responses to BellSouth's 7th Set of Interrogatories (Nos. 242-280) dated 2/18/04.
13. AT&T's Responses to BellSouth's 8th Set of Interrogatories (Nos. 281-300) and 8th Request for Production of Documents (No. 39) dated 2/19/04.

PROFFERING PARTY: AT&T

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030851-TP EXHIBIT NO. 52
COMPANY/ AT+Ts Public Responses to BellSouth
WITNESS:
DATE: 02/24-28/04

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: October 31, 2003

AT&T'S RESPONSES TO BELLSOUTH'S FIRST SET OF INTERROGATORIES

REDACTED VERSION

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on October 9, 2003, as follows:

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 1: Identify each switch owned by AT&T that AT&T uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the state and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch.)

Response: Subject to the following, see Confidential Attachments 1 and 1A. To the extent that the definitions of "qualifying service" and "non-qualifying service" as defined by BellSouth in BellSouth's First Set of Interrogatories to AT&T are different than the definitions of "qualifying" and "non-qualifying" service as defined in 47 C.F.R. § 51.5, this interrogatory is vague. Specifically, 47 C.F.R. § 51.5 defines a "qualifying service" as "a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers ("ILECs"), including, but not limited to, local exchange service, such as plain old telephone service ("POTS"), and access services, such as digital subscriber line services and high capacity circuits." "Non-qualifying services" are defined as services that are "not qualifying service[s]." Id. Subject to the foregoing, and without waiving any objection, AT&T will construe the terms contained in this interrogatory, and all other interrogatories, in accordance with 47 C.F.R. § 51.5 and applicable law and consider all traditional local telecommunications service as a "qualifying" service and all traditional long distance service as "non-qualifying" service.

Subject to the foregoing and pursuant to Section 1.340(c), Florida Rules of Civil Procedure, see Confidential Attachments 1 and 1a. These attachments provide information on two categories of switches used (and owned) by AT&T. The first category consists of "Class 5" switches.

The second category consists of switches used (and owned) by AT&T to provide AT&T Digital Link Service ("ADL") to enterprise using "Class 4" and "Class 5 edge" long-distance switches. ADL is not a stand-alone local product but rather one that allows large enterprise AT&T long distance customers to add local voice traffic to their dedicated facilities that handle voice and data transmission. This permits customers to maximize

efficiency by using the same trunks for local, intraLATA, long distance and international calls. Customers that subscribe to ADL service use a DS1 or higher level facility and must also employ sophisticated customer premises equipment on their premises. The switches are not capable of providing service to mass market customers because they do not have the necessary connectivity (i.e., line-side analog ports), functionality (e.g., vertical features like call waiting and call forwarding), and network interconnection, including connection to Public Safety Answering Points. AT&T does not use unbundled network elements to provide ADL service.

Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 2: For each identified response in Interrogatory No. 1, please:

(a) provide the Common Language Location Identifier ("CLLI") code of the switch;

(b) provide the street address, including the city and state in which the switch is located;

(c) identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(d) state the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

(e) state the number of voice-grade equivalent lines the switch is currently serving based on the switch's existing configuration and component parts; and

(f) provide information relating to the switch as contained in Telcordia's Local Exchange Routing Guide ("LERG"); or, state if the switch is not identified in the LERG.

Response: See response to Interrogatory No. 1, *supra*.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 3:	Identify any other switch not previously identified in Interrogatory No. 1 that AT&T uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the State and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch.) In answering this Interrogatory, do not include ILEC switches used by AT&T either on an unbundled or resale basis.
Response:	AT&T incorporates by reference its response to Interrogatory No. 1 as if fully set forth. Subject to the foregoing, none. Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 4: For each switch identified in response to Interrogatory No. 3, please:

(a) Identify the person that owns the switch;
(b) Provide the Common Language Location Identifier ("CILLI") code of the switch;
(c) Provide the street address, including the city and state in which the switch is located;
(d) Identify the type of switch by manufacturer and model (e.g., Nortel DMS100);
(e) Describe in detail the arrangement by which you are making use of the switch, including stating whether you are leasing the switch or switching capacity on the switch;
(f) Identify all documents referring or relating to the rates, terms and conditions of AT&T's use of the switch;
(g) Provide information relating to the switch as contained in Telcordia's Local Exchange Routing Guide ("LERG"); or, state if the switch is not identified in the LERG;

Response: No switches were identified in response to Interrogatory No. 3.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 5:	Identify by name, address and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 1. If you assert that you do cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, **XXX Begin Confidential – Subject to Protective Order** **End Confidential - Subject To Protective Order XXX.** Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 6: For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory #1.

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

Subject to the foregoing, AT&T does not track line and voice grade equivalent (VGE) data or end user locations by ILEC wire center areas. In most instances, NPA-NXX data is provided which can be utilized to identify wire center areas. Also, system functions provide line and VGE data by product lines and services rather than in the aggregate. Attachment 6A provides derived VGEs for the LNS product line. These VGEs are then associated with city locations based on NPA-NXX. Services within the LNS product line are provisioned both via UNE-L and UNE-P. Current system capabilities do not allow disaggregation by provisioning method. Additional research is being performed, the results of which will be provided as they become available. Attachment 6B provides derived VGEs (derived VGEs in this report are adjusted for utilization) for the ADL product line. These lines are also associated with city locations based on NPA-NXX. Attachment 6C provides line counts for the AIO product line. These lines are associated with city locations based on zip code information. Additional research is being performed to associate the AIO VGEs with NPA-NXX data consistent with the other product lines. This data will be provided as it becomes available.

See Confidential Attachments 6a, 6b, and 6c.

Provided by: Mark Argenbright

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 7: With regard to the voice grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 6, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
(b) The number of end user customers to whom you provide two (2) voice grade equivalent lines;
(c) The number of end user customers to whom you provide three (3) voice-g grade equivalent lines;
(d) The number of end user customers to whom you provide four (4) voice- grade equivalent lines;
(e) The number of end user customers to whom you provide five (5) voice- grade equivalent lines;
(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
(j) The number of end user customers to whom you provide ten (10) voice- grade equivalent lines;
(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines;
(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines.

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

AT&T does not maintain data in the format of number of lines per end-user customer location.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 8:	Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 3. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user is located.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, there were no switches identified in response to Interrogatory No. 3. Provided by: Jay Bradbury

REQUEST:	Bellsouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 9:	For each ILEC wire center identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory No. 3.
Response:	None. Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 10: With regard to the voice-grade equivalent lines identified by ILEC wire center area (or LEC exchange) in response to Interrogatory No. 9, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent lines;
(b) The number of end user customers to whom you provide two (2) voice-grade equivalent line;
(c) The number of end user customers to whom you provide three (3) voice- grade equivalent lines;
(d) The number of end user customers to whom you provide four (4) voice- grade equivalent lines;
(e) The number of end user customers to whom you provide five (5) voice- grade equivalent lines;
(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
(j) The number of end user customers to whom you provide ten (10) voice- grade equivalent lines;
(k) The number of end user customers to whom you provide eleven (11) voice- grade equivalent lines;
(l) The number of end user customers to whom you provide twelve (12) voice- grade equivalent lines;
(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response: None.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 11:	Identify by name, address, and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida using an ILEC's switch either on an unbundled or resale basis. If you assert that you cannot identify or do not know how to ascertain the boundaries for a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, see Confidential Attachment No. 11. AT&T's tariff allows AT&T to provide service throughout BellSouth's entire territory. For Verizon, AT&T does not provide qualifying service in the attached local serving wire centers. Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 12:	For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center using an ILEC's switch either on an unbundled or resale basis.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, **XXX Begin Confidential – Subject to Protective Order** **End Confidential - Subject To Protective Order XXX.** Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 13: With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory No. 12, separate the lines by end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
(b) The number of end user customers to whom you provide two (2) voice-grade equivalent line;
(c) The number of end user customers to whom you provide three (3) voice- grade equivalent lines;
(d) The number of end user customers to whom you provide four (4) voice- grade equivalent lines;
(e) The number of end user customers to whom you provide five (5) voice- grade equivalent lines;
(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
(j) The number of end user customers to whom you provide ten (10) voice- grade equivalent lines;
(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines;
(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

Subject to the foregoing, see Confidential Attachment No. 13.
Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 14: Do you offer to provide or do you provide switching capacity to another local exchange carrier for its use in providing qualifying service anywhere in the nine states of the BellSouth region? If the answer to this Interrogatory is in the affirmative, for each switch that you use or provide such switching capacity, please:

(a) Provide the Common Language Location identifier ("CLLI") code of the switch;
(b) Provide the street address, including the city and state in which the switch is located;
(c) Identify the type of switch by manufacturer and model (e.g., Nortel DMS 100.)
(d) State the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;
(e) State the number of voice-grade equivalent lines the switch is currently serving, based on the switch's existing configuration and component parts; and
(f) Identify all documents referring to or relating to the rates, terms and conditions of AT&T's provision of switching capability.

Response: Specifically with respect to subpart (f), AT&T objects on the basis that this Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Documents referring to the terms of AT&T's provisioning of switching for Comcast are not relevant given the prior explanation.

AT&T incorporates by reference its response to Interrogatory No. 1, as if fully set forth. Subject to the foregoing, and without waiving any objection, AT&T does not offer wholesale unbundled switching to other carriers. **XXX Begin Confidential – Subject to Protective Order**

End Confidential - Subject To Protective Order XXX.

Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 15: Identify every business case in your possession, custody or control that evaluates, analyzes or otherwise refers or relates to the offering of a qualifying service using:

(1) the Unbundled Network Element Platform (UNE-P), (2) self-provisioning switching, (3) switching obtained from a third party provider other than an ILEC, or (4) any combination of these items.

Objection: AT&T objects to this interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

Pursuant to the *Procedural Order*, the Triennial Review Order, Rule 28-106.206 Florida Administrative Code, and Rules 1.280 and 1.340 Florida Rules of Civil Procedure, to the extent that this interrogatory requests specific financial, business or proprietary information regarding AT&T's economic business model, AT&T objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent upon AT&T's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order. The Triennial Review Order explicitly contemplates that in considering whether a competing carrier economically can compete in a given market without access to a particular unbundled network element, the Commission must consider the likely revenues and costs associated with the given market based on the *most efficient business model* for entry rather than to a *particular carrier's business model.* TRO at ¶ 326. In particular, the FCC stated:

> In considering whether a competing carrier could economically serve the market without access to the incumbent's switch, the state commission must also consider the likely revenues and costs associated with local exchange mass market service . . . The analysis must be based on the *most efficient business model* for entry rather than to any *particular carrier's business model.*

Id. [Emphasis Added] Additionally, with respect to economic entry, in ¶ 517, the FCC stated that ". . . [t]he analysis must be

based on the most efficient business model for entry rather than to any particular carrier's business model." Furthermore, in Footnote 1579 of Paragraph 517, the FCC clarified that ". . . [s]tate commissions should not focus on whether competitors operate under a cost disadvantage. State commissions should determine if entry is economic by conducting a business case analysis for an *efficient entry*." [emphasis added]

In addition to these statements, the FCC also made numerous other references to the operations and business plans of an efficient competitor, specifically rejecting a review of a particular carrier's business plans or related financial information. See, ¶ 84, Footnote 275 ("Once the UNE market is properly defined, impairment should be tested by asking whether *a reasonable efficient CLEC* retains the ability to compete even without access to the UNE.") (citing BellSouth Reply, Attach 2, Declaration of Howard A. Shelanski at ¶2(emphasis added)). See also, TRO at ¶115; ¶469; ¶485, Footnote 1509; ¶517, Footnote 1579; ¶519, Footnote 1585; ¶520, Footnotes 1588 and 1589; ¶581, and Footnote 1788.[1]

Accordingly, the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

[1] For the Commission's convenience, please see Attachment 1 to AT&T's Response to BellSouth's Request for Production of Document sets forth the text of these relevant Paragraphs and Footnotes from the *TRO*. *Complete text of the Triennial Review Order is available @ www.fcc.gov.*

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 16:	Identify any documents that you have provided to any of your employees or agents, or to any financial analyst, bank or other financial institution, shareholder or any other person that describes, presents, evaluates or otherwise discusses in whole or part, how you intend to offer or provide local exchange service, including but not limited to such things as the markets in which you either do participate or intend to participate, the costs of providing such service, the market share you anticipate obtaining in each market, the time horizon over which you anticipate obtaining such market share, and the average revenues you expect per customer.
Objection:	AT&T incorporates its objection to Interrogatory No.15 as if fully set forth.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 17:	If not identified in response to a prior Interrogatory, identify every document in your possession, custody, or control referring or relating to the financial viability of self-provisioning switching in your providing qualifying services to end user customers.
Objection	AT&T incorporates by reference its objections to Interrogatory15 as if fully set forth.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 18: Do you have switches that are technically capable of providing, but are not presently being used to provide, a qualifying service in Florida? If the answer to this interrogatory is in the affirmative, please:

(a) Provide the Common Language Location Identifier ("CLLI") code of the switch;

(b) Provide the street address, including the city and state in which the switch is located;

(c) Identify the type of switch by manufacturer and model (e.g., Nortel DMS100);

(d) State the total capacity of the switch by providing the maximum number of voice-grade equivalent lines the switch is capable of serving, based on the switch's existing configuration and component parts;

(e) State the number of voice-grade equivalent lines the switch is currently serving, based on the switch's existing configuration and component parts; and

(f) Identify any documents in your possession, custody or control that discuss, evaluate, analyze or otherwise refer or relate to whether those switches could be used to provide a qualifying service in Florida.

Response: No.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 19:	Identify each MSA in Florida where you are currently offering a qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale or in some other fashion.
Response:	With regard to UNE-P, AT&T is currently offering local services in Florida. With regard to local services using AT&T facilities, see confidential response to Interrogatory No. 5, *supra.* AT&T does not actively offer local services in Florida using resale. Provided by: Jay Bradbury.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 20:	If you are offering a qualifying service outside of the MSAs identified in response to Interrogatory 19, identify those geographic areas either by describing those areas in words or by providing maps depicting those areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, or resale.
Response:	See confidential response to Interrogatory No. 19, *supra*. Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 21: Describe with particularity the qualifying services that you offer in the geographic areas described in response to Interrogatories 19 and 20, including the rates, terms, and conditions under which such services are offered. If the qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the geographic areas and identifies the relevant rates, terms and conditions for such areas, it will be a sufficient answer to identify the web site. It will not be a sufficient response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms, and conditions upon which such service is provided.

Response: AT&T incorporates it's response to Interrogatory No. 1. Subject to the foregoing, qualifying services offered by AT&T "including the rates, terms, and conditions under which services are offered" can be found in AT&T's publicly available tariffs on file with the Florida Public Service Commission. Additionally, information regarding these services are available at **http://serviceguide.att.com/servicelibrary/business/ext/state_tariff_buss.cfm**. While the website does prompt the input of a telephone number, AT&T has stated in response to previous Interrogatory responses the geographic areas where these services are available.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 22:	Identify each MSA in Florida where you are currently offering a non-qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, or resale, or in some other fashion.
Response:	AT&T incorporates its responses to Interrogatory No. 1. Subject to the foregoing, AT&T offers long distance services statewide in the state of Florida.
	Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 23:	If you offer a non-qualifying service outside of the MSAs identified in response to Interrogatory 22, identify those geographic areas ether by describing those areas in words or by providing maps depicting the geographic areas in which you offer such service, without regard to whether you are offering the service using your own facilities, UNE-P, resale or in some other fashion.
Response:	See response to No. 22.
	Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 24: Describe with particularity the non-qualifying services that you offer in the geographic areas described in response to Interrogatories 22 and 23, including the rates, terms, and conditions under which such services are offered. If the non-qualifying services you offer in those areas vary by area, provide a separate statement of services offered and the rates, terms, and conditions for such services in each area. If this information is contained on a publicly available web site that clearly identifies the geographic areas and identifies the relevant rates, terms and conditions for such areas, it will be a sufficient answer to identify the web site. It will not be a sufficient response if the web site requires the provision of a telephone number or series of telephone numbers in order to identify the geographic area in which you provide such service, or the rates, terms, and conditions upon which such service is provided.

Response: AT&T incorporates its responses to Interrogatory No. 1, as if fully set forth herein. Given the vague and indefinite definition of non-qualifying services, AT&T cannot provide a description of all of the non-qualifying services it offers. AT&T provides long distance services statewide. A description of those services is publicly available at AT&T's website www.att.com. .

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 25:	Please state the total number of end user customers in the State of Florida to whom you only provide qualifying service.
Response:	AT&T incorporates its responses to Interrogatory No. 1. Subject to the foregoing, none. Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 26:	For those end user customers to whom you provide qualifying service in the state of Florida, please state the average monthly revenues you receive from each end-user customer.
Objection:	AT&T incorporates its objection to Interrogatory No. 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 27:	For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.
Response:	AT&T incorporates by reference its response to Interrogatory No. 1 as if fully set forth. Subject to the foregoing, and without waiving any objection, none Provided by: Jay Bradbury

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 28: Please state the total number of end user customers in the State of Florida to whom you provide only non-qualifying service.

Response: AT&T incorporates by reference its response to Interrogatory No. 1 as if fully set forth herein. Subject to the foregoing, and without waiving any objection, AT&T will provide the total number of PIC'd long distance customers in Florida by supplemental response on or before November 24, 2003.

Provided by: Jay Bradbury

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 29:	For those end user customers to whom you only provide non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such customer.
Objection:	AT&T incorporates its responses to Interrogatory No. 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 30:	Please state the total number of end user customers in the State of Florida to whom you provide both qualifying and non-qualifying service;
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, and without waiving any objection. AT&T currently in the process of obtaining this information and will supplement its response to this Interrogatory before November 24, 2003.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 31:	For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer
Objection:	AT&T incorporates its responses to Interrogatory No 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor.* As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 32:	For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average number of lines that you provide each customer.
Response:	AT&T has no information responsive to this request.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 33: Please provide a breakdown of the total number of end user customers served by AT&T in Florida by class or type of end user customers (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers. For each such classification, and/or if you provide another type of classification, define and describe with specificity that classification so that it can be determined what kinds of customers you have in each classification.)

Response: See responses to Interrogatory Nos. 6, 7, 11, and 12.

XXX Begin Confidential –Subject to Protective Order

XXX End confidential –Subject to Protective Order

Provided by: Mark Argenbright

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 34:	For each class or type of end user customer referenced in Interrogatory No. 33, please state the average acquisition cost for each such end user class or type. Please provide this information for each month from January 2000 to the present.
Objection:	AT&T incorporates its responses to Interrogatory #15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding. Furthermore, the TRO specifically mentions that one consideration of the economic impairment analysis is the potential cost of market entry to the hypothetical "efficient entrant," including the cost of customer acquisitions. See, TRO at ¶520. Accordingly, the "average acquisition cost" to AT&T specifically for a particular user class or type is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 35:	For each class or type of end user customer referenced in Interrogatory No. 33, please state the typical churn rate for each such end user class or type. Please provide this information fore each month from January 2000 to the present.
Objection:	AT&T incorporates its responses to Interrogatory No 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. Furthermore, it should be noted that the TRO specifically mentions that one consideration of the economic impairment analysis is the potential "impact of churn on the cost of customer acquisitions" for the hypothetical "efficient entrant". Accordingly, AT&T's "typical churn rate" for a particular user class or type is not relevant or reasonably calculated to lead to the discovery of admissible evidence. See, TRO at ¶520.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 36:	For each class or type of end user customer referenced in Interrogatory No. 33, please state the share of the local exchange market that you have obtained. Please provide this information from January 2000 to the present.
Response:	AT&T, like BellSouth, relies on industry publications assessing "market shares." Upon information and belief, BellSouth has possession, custody, or control of those same industry publications.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 37:	Identify any documents in your possession, custody or control that evaluate, discuss or otherwise refer or relate to your cumulative market share of the local exchange market in Florida.
Response:	AT&T, like BellSouth, relies on industry publications assessing "market shares." Upon information and belief, BellSouth has possession, custody, or control of those same industry publications.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 38:	Identify any documents in your possession, custody or control that evaluate or otherwise refer or relate to any projections that you have made regarding your cumulative market share growth in the local exchange market in Florida.
Response:	AT&T incorporates its objection to Interrogatory No. 15, *supra*.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 39:	Describe how the marketing organization that is responsible for marketing qualifying service in Florida is organized, including the organization's structure, size in terms of full-time or equivalent employees, including contract and temporary employees, and the physical work locations for such employees. In answering this Interrogatory, please state whether you utilize authorized sales representatives in your marketing effort in Florida, and, if so, describe with particularity the nature, extent, and rates, terms, and conditions of such use.
Response:	AT&T incorporates its objection to Interrogatory No. 15, *supra*.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 40:	How do you determine whether you will serve an individual customer's location with multiple DS0s or whether you are going to use a DS1 or larger transmission system? Provide a detailed description of the analysis you would undertake to resolve this issue, and identify the factors you would consider in making this type of decision.
Response:	AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 41:	Is there a typical or average number of DSOs at which you would choose to serve a particular customer with a DS1 or larger transmission system? All other things being equal? If so, please describe that typical or average number and explain how that number was derived.
Response:	AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 42:	What additional equipment, if any, would be required (on the customer's side of the demarcation point rather than on the network side pf the demarcation point) to provide service to a customer with a DS1 rather than multiple DS0s? For instance, if a customer had 10 DSOs and you want to provide the customer with the same functionality using a DS1, would a D-4 channel bank, or a digital PBX be required in order to provide equivalent service to the end user that has 10 DS0s? If so, please provide the average cost of the equipment that would be required to provide that functional equivalency (that is, the channel bank, or the PBX or whatever would typically be required should you decide to serve the customer with a DS1 rather than multiple DS0s.)
Response:	AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 43:	What cost of capital do you use in evaluating whether to offer a qualifying service in a particular geographic market and how is that cost of capital determined?
Objection:	AT&T incorporates its objections to Interrogatory No 15, *supra* and notes that the FCC's TRO specifically contemplates the consideration of financial and related information of an efficient "model" competitor and not that of AT&T or any other *particular competitor.* Furthermore, it should be noted that the TRO mentions that one consideration of the economic impairment analysis is the cost of capital for the hypothetical "efficient entrant." Specifically, ¶520 of the TRO states that the state "must consider all factors affecting the costs faced by a competitor providing local exchange service to the mass market." See also, TRO at ¶520. Accordingly, AT&T's "cost of capital" used in evaluating whether to offer a qualifying service in a particular geographic market and the analysis in determining the cost of capital is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 44: With regard to the cost of capital you use in evaluating whether to provide a qualifying service in a particular geographic market, what are the individual components of that cost of capital, such as the debt-equity ratio, the cost of debt and the cost of equity?

Objection: AT&T incorporates its objections to Interrogatory No15, *supra* and notes that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor.*

Furthermore, it should be noted that the TRO mentions that one consideration of the economic impairment analysis is the cost of capital for the hypothetical "efficient entrant." Specifically, ¶520 of the TRO states that the state "must consider all factors affecting the costs faced by a competitor providing local exchange service to the mass market." See also, TRO at ¶520. Accordingly, AT&T's "cost of capital", or the components thereof, used in evaluating whether to offer a qualifying service in a particular geographic market and the analysis in determining the cost of capital is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 45:	In determining whether to offer a qualifying service in a particular geographic market, what time period do you typically use to evaluate that offer? That is, do you use one year, five years, ten years, or some other time horizon over which to evaluate the project?
Objection:	AT&T incorporates its objections to Interrogatory No. 15, *supra* and notes that the FCC's TRO specifically contemplates the consideration of financial and related information of an efficient "model" competitor and not that of AT&T or any other particular competitor. Accordingly, AT&T's determination of whether to offer a "qualifying service in a particular geographic market" and the time periods involved in such evaluation are irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 46:	Provide your definition of sales expense as that term is used in your business.
Response:	Pursuant to Section 1.340(c), Florida Rules of Civil Procedure, see Attachment No. 46.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 47:	Based on the definition of sales expense in the foregoing Interrogatory, please state how you estimate sales expense when evaluating whether to offer a qualifying service in a particular geographic market?
Objection:	AT&T incorporates its objections to Interrogatory No. 15, *supra* and notes that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor.*

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 48:	Provide your definition of general and administrative (G&A) costs as you use those terms in your business.
Response:	Pursuant to Section 1.340(c), Florida Rules of Civil Procedure, see Attachment No. 48.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 49:	Based on the definitions of G&A costs in the foregoing Interrogatory, please state how you estimate G&A expenses when evaluating whether to offer a qualifying service in a particular geographic market.
Objection:	AT&T incorporates its objections to Interrogatory No. 15, *supra* and notes that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor.*

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 50:	For each day since January 1, 2000, identify the number of individual hot cuts that BellSouth has performed for AT&T in each state in BellSouth's region.
Response:	Upon information and belief, BellSouth is in possession of documents and other information requested in Interrogatory Nos. 50 and 51. Assuming BellSouth will provide such information and documentation to AT&T, AT&T will confirm or deny the information contained in BellSouth's records.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 51: For each individual hot cut identified in response to Interrogatory No. 50, state:

i. Whether the hot cut was coordinated or not;

ii. If coordinated, whether the hot cut occurred as scheduled;

iii. If the hot cut did not occur as scheduled, state whether this was due to a problem with BellSouth, AT&T, the end-user customer, or some third party, and describe with specificity the reason the hot cut did not occur as scheduled;

iv. If there was a problem with the hot cut, state whether AT&T complained in writing to BellSouth or anyone else.

Response: Upon information and belief, BellSouth is in possession of documents and other information requested in Interrogatory Nos. 50 and 51. Assuming BellSouth will provide such information and documentation to AT&T, AT&T will confirm or deny the information contained in BellSouth's records.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 52:	Does AT&T have a preferred process for performing batch hot cuts? If the answer to this Interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe ort otherwise refer or relate to this preferred process.
Response:	Discovery in this case is continuing in nature and any response to this interrogatory is premature. AT&T is in the process of formulating the case it will present before the Commission and has not formulated a response to this interrogatory at this early stage in the proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 53:	Does AT&T have a preferred process for performing individual hot cuts? If the answer to this interrogatory is in the affirmative, please describe this process with particularity and identify all documents that discuss, describe, or otherwise refer or relate to this preferred process.
Response:	AT&T's preferred process allows the provisioning of loops used for local service to be operationally and competitively neutral, making it the local service counterpart of "equal access" in the long-distance market. This is a process that AT&T has generically referred to as "electronic loop provisioning" ("ELP"). In this environment, consumers would be able to change their local carrier seamlessly, and no carrier would have an inordinate advantage in competing for a mass market customer's business. Implementation of such an electronic provisioning process would create permanent virtual circuits that could use software commands to shift loops from one carrier to another quickly and inexpensively, with no loss or degradation of service. Pursuant to Rule 1.340(c) of the Florida Rules of Civil Procedure, see also Attachment No. 53. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 54:	State whether AT&T agrees that it jointly developed BellSouth's process for individual hot cuts with BellSouth as set forth in the parties' April 15, 2001 Memorandum of Understanding. If AT&T does not agree, explain why and explain AT&T's view of its involvement in the development of that process.
Response:	Yes, AT&T agrees that it jointly developed the process described, *supra*. Additionally, it tried in good faith to use the process. However, due to continuing operational difficulties, customer dissatisfaction, and prohibitively high costs, AT&T severely curtailed its use later in 2001. For example, according to BellSouth's performance data, AT&T only completed 30 hot cut orders for the entire nine-state region in December 2001. Further, this process was developed for use of UNE-L as one means of acquiring mass market customers and was not developed contemplating its use in an environment without access to local unbundled switching. Provided by: Denise Berger

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 55:	If AT&T has a preferred process for individual hot cuts that differs from BellSouth's process, identify each specific step in AT&T's process that differs from BellSouth's process.
Response:	See response to Interrogatory No. 53, *supra*.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 56:	If AT&T has a preferred process for bulk hot cuts that differs from BellSouth's process, identify each specific step in AT&T's process that differs from BellSouth's process.
Response:	In responding to this Interrogatory, AT&T assumes that BellSouth is referring to the batch hot cut process as defined in BellSouth's First Set of Interrogatories to AT&T. Accordingly, see response to Interrogatory No. 52.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 57:	Does AT&T have any estimates of what a typical individual hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.
Response:	See response to Interrogatory No. 53, *supra* for AT&T's preferred individual migration process. AT&T does not have a specific rate at this time, but as a fully electronic solution, it should be no more expensive than a UNE-P or PIC change. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 58:	Does AT&T have any estimates of what a typical bulk hot cut should cost? If the answer to this Interrogatory is in the affirmative, please provide that estimate, describe with particularity how that estimate was calculated, and identify all documents referring or relating to such estimates.
Response:	In responding to this Interrogatory, AT&T assumes that BellSouth is referring to a batch hot cut process as defined in BellSouth's First Set of Interrogatories to AT&T. That being the case, AT&T does not have a specific batch rate at this time. However, guidance provided by the FCC suggests that it should be 1) based on TELRIC, TRO at ¶489, low cost, Id. at ¶489, lower than current rates, Id. at ¶487, and comparable to UNE-P, Id. at ¶512, Footnote 1574. See also response to Interrogatory No. 79, *infra*. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 59:	What is the largest number of individual hot cuts that AT&T has requested in any individual central office in each of the nine BellSouth states on a single day? In answering this Interrogatory, identify the central office for which the request was made, and the number of hot cuts that were requested. State with specificity what the outcome was for each of the hot cuts in each of the central offices so described, if not provided in response to an earlier interrogatory.
Response:	The requested information is in the possession, custody and control of BellSouth. Assuming BellSouth will provide such information and documentation to AT&T, AT&T will confirm or deny the information contained in BellSouth's records.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 60:	Does any ILEC in the BellSouth region have a batch hot cut process that is acceptable to AT&T or that AT&T believes is superior to BellSouth's batch hot cut process? If so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.
Response:	See AT&T's response to Interrogatory No. 64, *infra.*

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 61:	Does any ILEC in the BellSouth region have a cost for a batch hot cut process that is acceptable to AT&T? If so, name the ILEC and provide the rate and the source of the rate.
Response:	AT&T incorporates its response to Interrogatory No.52 as if fully set forth. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 62:	Does any ILEC in the BellSouth Region have an individual hot cut process that is acceptable to AT&T or that AT&T believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.
Response:	No ILEC in the BellSouth Region has an individual hot cut process that is acceptable to AT&T. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 63:	Does any ILEC in the BellSouth region have a rate for an individual hot cut process that is acceptable to AT&T? If so, name the ILEC and provide the rate and the source of the rate.
Response:	No ILEC has an acceptable rate for an individual hot cut process in BellSouth's region. Provided by: Sharon Norris

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 64: Does any ILEC outside the BellSouth region have a batch hot cut process that is acceptable to AT&T or that AT&T believes is superior to BellSouth's batch hot cut process? If so, identify the ILEC and describe with particularity the ILEC's batch hot cut process, specifying any differences between the ILEC's batch hot cut process and BellSouth's.

Response: ILECs have just begun to provide components or outlines of proposed batch processes in workshops throughout the country; therefore, AT&T does not have sufficient information to respond at this time. However, previous project or bulk processes did have components that were superior to BellSouth's process. For example, Verizon-NY and SBC have "bulk" provisioning processes and allow time specific migrations. Further, Verizon has in place an electronic communications system which offers some advantages over manual phone calls or faxes.

Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 65:	Does any ILEC outside the BellSouth region have a rate for a batch hot cut process that is acceptable to AT&T? If so, name the ILEC and provide the rate and the source of the rate.
Response:	AT&T incorporates its response to Interrogatory Nos. 52 and 64 as if fully set forth.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 66:	Does any ILEC outside the BellSouth region have an individual hot cut process that is acceptable to AT&T or that AT&T believes is superior to BellSouth's individual hot cut process? If so, identify the ILEC and describe with particularity the ILEC's individual hot cut process, specifying any differences between the ILEC's individual hot cut process and BellSouth's.
Response:	Discovery in this case is continuing in nature and any response to this interrogatory is premature. AT&T is in the process of formulating the case it will present before the Commission and has not formulated a response to this interrogatory at this early stage in the proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 67:	Does any ILEC outside the BellSouth region have a rate for an individual hot cut process that is acceptable to AT&T? If so, name the ILEC and provide the rate and the source of the rate.
Response:	Discovery in this case is continuing in nature and any response to this interrogatory is premature. AT&T is in the process of formulating the case it will present before the Commission and has not formulated a response to this interrogatory at this early stage in the proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 68:	Does AT&T order coordinated or non-coordinated hot cuts?
Response:	AT&T has ordered both coordinated and non-coordinated cuts.
	Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 69:	Does AT&T use the CFA database?
Response:	Yes.
	Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 70:	Identify every issue related to BellSouth's hot cut process raised by AT&T at the Florida CLEC collaborative since October 2001.
Response:	Due to the high costs and operational issues of hot cuts (see Attachment 70), AT&T has purchased minimal numbers of hot cuts since that period of time. For example, based on BellSouth's PMAP reports, BellSouth completed 298 (regionally) hot cut LSRs in October 2001, but only 18 in October 2002. Based in part on the above complications, AT&T has focused on other modes of market entry. Therefore, AT&T has not used this forum for hot cut issues, but has primarily focused instead on issues that are most relevant to modes of entry used by AT&T. Pursuant to Rule 1.340(c) of the Florida Rules of Civil Procedure, see Attachment 70A for issues raised by AT&T in the Florida collaborative. It should also be noted that other CLECs raised issues that were of interest to AT&T, making it unnecessary for AT&T to engage in any duplicative efforts. Provided by: Sharon Norris

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 71: What is the appropriate volume of loops that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response: AT&T incorporates its response to Interrogatory No. 52 as if fully set forth.

In addition, AT&T is currently without sufficient information to answer this interrogatory with an exact volume or number. Furthermore, AT&T refers BellSouth to ¶489 of the TRO and asserts that the appropriate volume of loops must meet the operational and economic models as defined by the FCC and the TRO. In other words, the requisite volume of loops to meet the TRO and the FCC Rule cited above is that amount required to support demand created by the additional volume of customers added as a result of the implementation of the FCC's TRO, and to ensure unconstrained future growth of competition post TRO implementation.

Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 72:	What is the appropriate process that you contend the Florida Public Service Commission should use in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	AT&T incorporates its response to Interrogatory No. 52 as if fully set forth.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 73:	If AT&T disagrees with BellSouth's individual hot cut process, identify every step that AT&T contends is unnecessary and state with specificity why the step is unnecessary.
Response:	See response to Interrogatory No. 53, *supra*.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 74: If AT&T disagrees with BellSouth's bulk hot cut process, identify every step that AT&T contends is unnecessary and state with specificity why the step is unnecessary.

Response: AT&T disagrees with, at a minimum, the following aspects of BellSouth's process, even as an interim batch process to be used in narrow, tailored circumstances. :

a. It does not appear to be a batch provisioning process, i.e. all the orders are not provisioned at the same time, or even on the same day.

b. It does not permit time specific cuts.

c. It does not allow coordinated cuts if a change of facilities is required.

d. It does not allow after-business-hours cuts, which are necessary to meet customers need to have uninterrupted telephone phone service during business hours.

e. There is no assurance that services requested by the CLEC to be migrated on the same "batch" order will in fact be worked on the same day, undermining significantly the ability of the CLEC to impact the quality and timing of the cut-over. Indeed, BellSouth appears to provision its batch orders no differently than its individual orders.

f. There is no assurance that all of an individual customer's lines will be cut on the same day, creating further customer satisfaction issues. For example, BellSouth could create groups of lines to migrate that included some of one customer's lines and some of another customer's lines but not all of either customer's lines.

g. BellSouth is unwilling to commit to the number of lines or customers it will provision per day.

h. BellSouth's process does not provide for any additional

safeguards, such as real-time communication between the two companies during the conversion process, or a process for timely service restoration in the event of a problem.

i. There are no cost savings to the CLEC from using this process.

Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 75:	Identify by date, author and recipient every written complaint AT&T has made to BellSouth regarding BellSouth's hot cut process since October 2001.
Response:	Pursuant to Rule 1.340(c) of the Florida Rules of Civil Procedure, see Attachment No. 75. See also response to Interrogatory No. 70. Provided by: Sharon Norris

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 76:	How many unbundled loops does AT&T contend BellSouth must provision per state per month to constitute sufficient volume to assess BellSouth's hot cut process?
Response:	See response to Interrogatory No. 71, *supra*.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 77:	What is the appropriate information that you contend the Florida Public Service Commission should consider in evaluating whether the ILEC is capable of migrating multiple lines served using unbundled local circuit switching to switches operated by a carrier other than the ILEC in a timely manner in establishing a batch hot cut process consistent with FCC Rule 51.310(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	The FCC's TRO ¶512 and Footnote 1574 outlines the overall or high level criteria that the Florida Public Service Commission should consider when evaluating the question posed in Interrogatory No. 77. In addition to the above, discovery in this case is continuing in nature and the response to this interrogatory may evolve as AT&T formulates the case it will present before the Commission

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 78: What is the average completion interval metric for provision of high volumes of loops that you contend the Florida Public Service Commission should require in establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.

Response: The FCC's TRO ¶512 and Footnote 1574 outlines the overall or high level criteria that the Florida Public Service Commission should consider when evaluating the question posed in Interrogatory #78. According to the FCC's Rules and the TRO, the average completion interval metric for provision of high volumes of loops must be, at a minimum, equal to the order completion interval for UNE-P. See, TRO ¶512, Footnote 1574.

In addition to the above, discovery in this case is continuing in nature and the response to this interrogatory may evolve as AT&T formulates the case it will present before the Commission.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 79:	What are the rates that you contend the Florida Public Service Commission should adopt inn establishing a batch hot cut process consistent with FCC Rule 51.319(d)(2)(ii)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	As indicated in the FCC Rule referenced above, rates must be set in accordance with the FCC UNE Pricing Rules. Furthermore, pursuant to ¶470 of the TRO, rates must be sufficiently low to overcome "impairment" and to allow CLECs to overcome the economic barriers associated with the hot cut process. See also response to Interrogatory No. 59, *supra*.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 80:	What are the appropriate product market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	Discovery in this case is continuing in nature and any response to this interrogatory is premature. AT&T is in the process of formulating the case it will present before the Commission and has not formulated a response to this interrogatory at this early stage in the proceeding.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 81:	What are the appropriate geographic market(s) that you contend the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	See response to Interrogatory No. 80.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 82:	Do you contend that there are operational barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(2) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such operational barrier, and state all facts and identify all documents supporting your contention.
Response:	See response to Interrogatory No. 80.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 83:	Do you contend that there are economic barriers within the meaning of FCC Rule 51.319(d)(2)(iii)(B)(3) that would support a finding that requesting telecommunications carriers are impaired without access to local circuit switching on an unbundled basis in a particular market? If the answer to this Interrogatory is in the affirmative, describe with particularity each such economic barrier, and state all facts and identify all documents supporting your contention.
Response:	See response to Interrogatory No. 80.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 84:	What is the maximum number of DS0 loops for each geographic market that you contend requesting telecommunications carriers can serve through unbundled switching when serving multilane end users at a single location that the Florida Public Service Commission should consider in establishing a "cutoff" consistent with FCC Rule 51.319(d)(2)(iii)(B)(4)? In answering this Interrogatory, please state all facts and identify all documents supporting this contention.
Response:	See response to Interrogatory No. 80.

SUBMITTED this 31st day of October, 2003.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

A&T Local Switches in Florida

				Switch Address							V and H Coordinates	
	Switch	Market	Switch CLLI	Street	City	State	Switch Class	Switch Man.	Installed T1 Capacity	% Utilization	V	H
1	Jacksonville	Jacksonville	JCVLFLGHDS0		Jacksonville	FL	5ESS	Lucent			07658	01262
2	Jacksonville	Jacksonville	JCVLFLCLDS6		Jacksonville	FL	DMS	Nortel			07613	01245
3	Miami-1	Miami	NMIAFLAYDS0		North Miami	FL	5ESS	Lucent			08328	00538
4	Miami-2	Miami	FTLDFLOVDS3		Ft. Lauderdale	FL	5ESS	Lucent			08283	00569
5	Miami-3	Miami	OJUSFLTLDS3		Ojus	FL	DMS	Nortel			08309	00541
6	Pompano Beach	Miami (Pompano Be	PMBHFLEDDS0		Pompano	FL	5ESS	Lucent			08255	00569
7	Orlando	Orlando	ORLEFLGVDS0		Orlando	FL	5ESS	Lucent			07942	01004
8	Tampa	Tampa	TAMQFLRYDS0		Tampa	FL	5ESS	Lucent			08171	01166

AT&T REDACTED

Switch ADL-Capable	Switch CLLI	City	State	Switch Class	Switch Man.	Assigned T1 *Capacity*	Equipped T1 *Capacity*
Yes	ELVLFLMA01T	Ellisville	FL	4ESS	Lucent		
Yes	ELVLFLMA02T	Ellisville	FL	DMS	Nortel		
Yes	FTLDFLOV01T	Ft. Lauderdale	FL	4ESS	Lucent		
Yes	FTLDFLOV02T	Ft. Lauderdale	FL	5ESS	Lucent		
Yes	FTMYFLMA01T	Ft. Myers	FL	4ESS	Lucent		
Yes	JCVLFLCL03T	Jacksonville	FL	4ESS	Lucent		
Yes	JCVLFLCL56T	Jacksonville	FL	5ESS	Lucent		
Yes	OJUSFLTL03T	Ojus	FL	4ESS	Lucent		
Yes	ORLDFLMA03T	Orlando	FL	4ESS	Lucent		
Yes	ORLDFLMA35T	Orlando	FL	5ESS	Lucent		
Yes	TAMPFLCO01T	Tampa	FL	DMS	Nortel		
Yes	TAMPFLCO02T	Tampa	FL	4ESS	Lucent		
Yes	WPBHFLAN04T	West Palm Beach	FL	4ESS	Lucent		
Yes	WNDRFLTL01T	Windermere	FL	4ESS	Lucent		

AT&T REDACTED

	CLLI	LEC	ADDRESS	STATE	Enterprise Only Central Office Name	City	ZIP	MSA
1	DYBHFLMA	Bell South						
2	GSVLFLMA	Bell South						
3	JCVLFLSM	Bell South						
4	NDADFLOL	Bell South						
5	OCALFLXA	Sprint						
6	ORLDFLMA	Bell South						
7	PNSCFLBL	Bell South						
8	SRSTFLXA	GTE						
9	TAMPFLXA	GTE						
10	TAMPFLXE	GTE						

	CLLI	LEC	ADDRESS	STATE	Mass Mkt & Enterprise Central Office Name	City	ZIP	MSA
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
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14								
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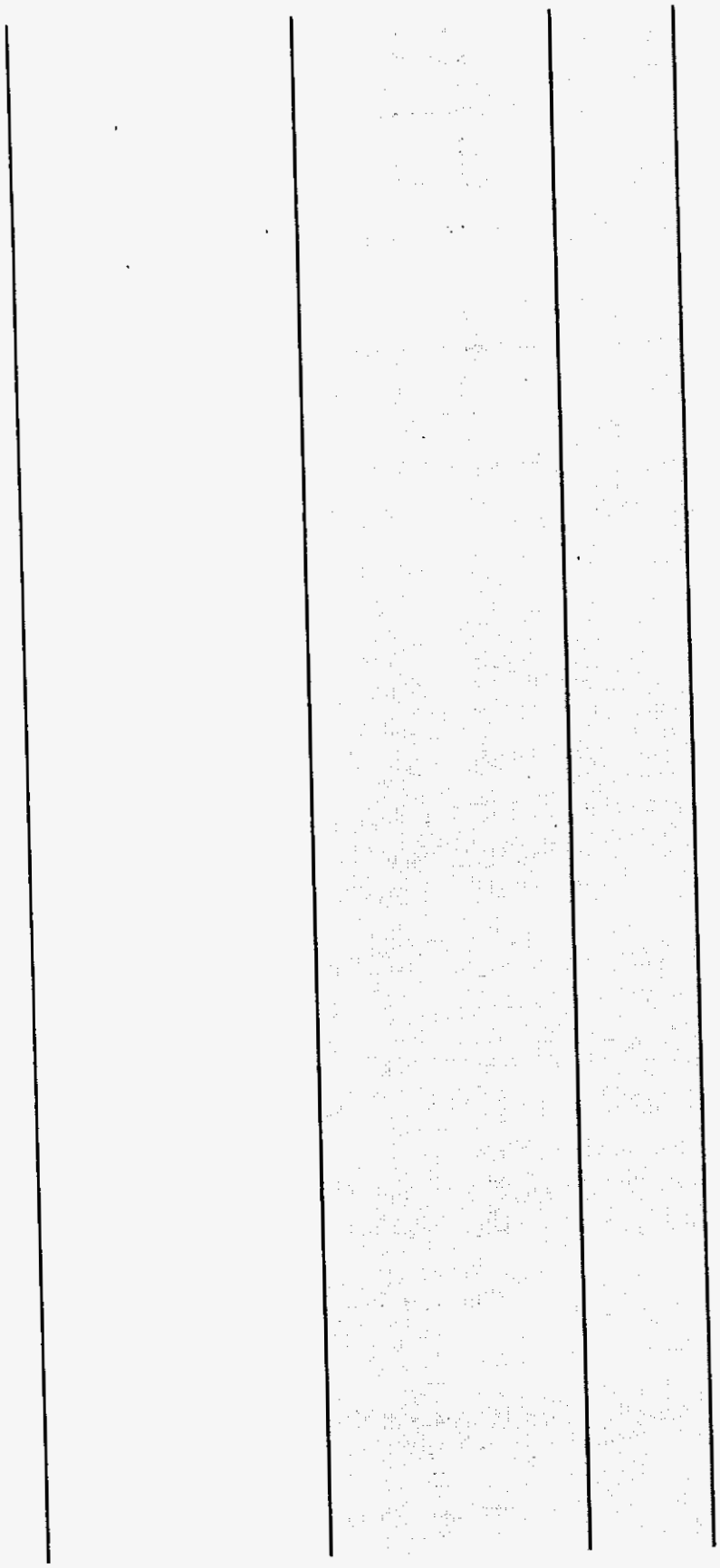
Propriety Restricted **Attachment 6C**

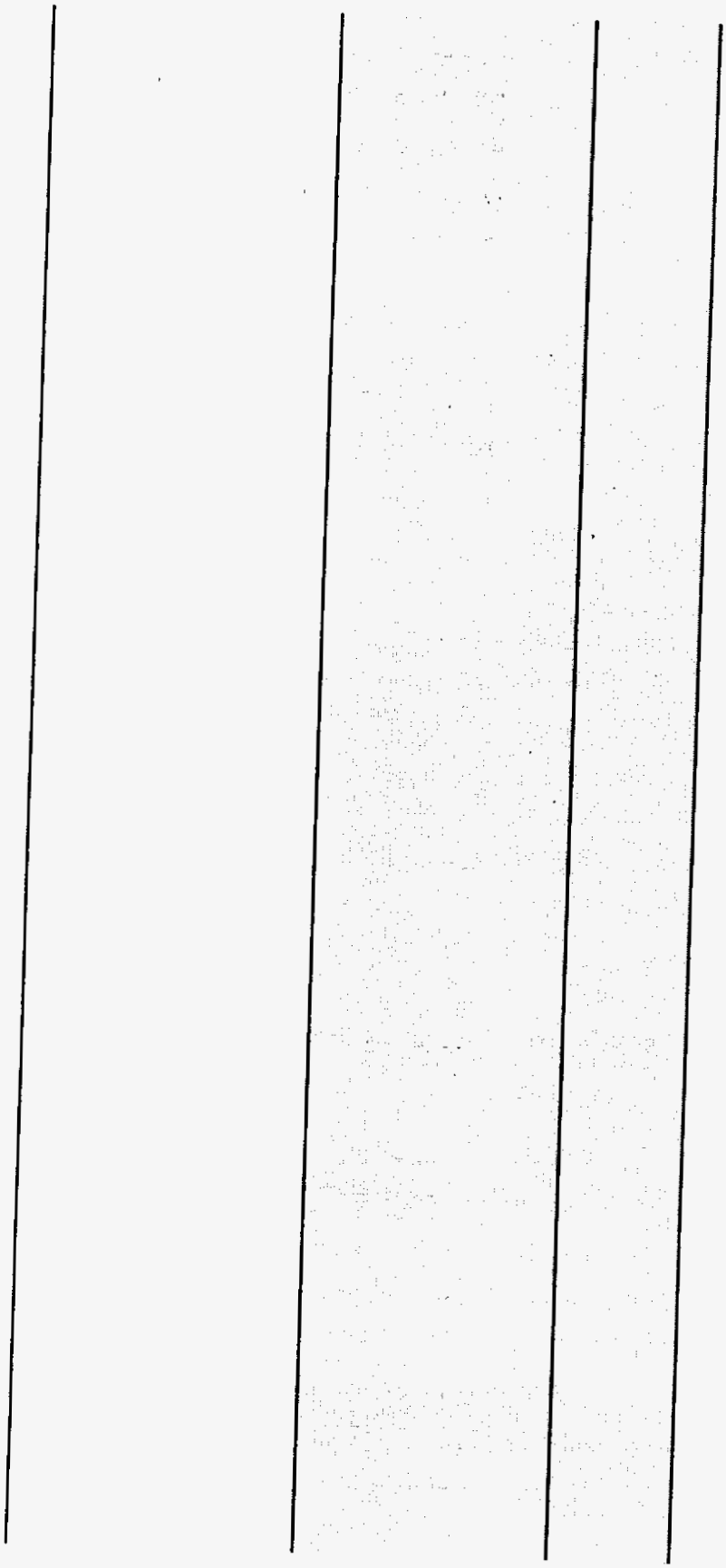
FL - AIO data as of Sept. 03

Detailed data below is based on Zip Codes

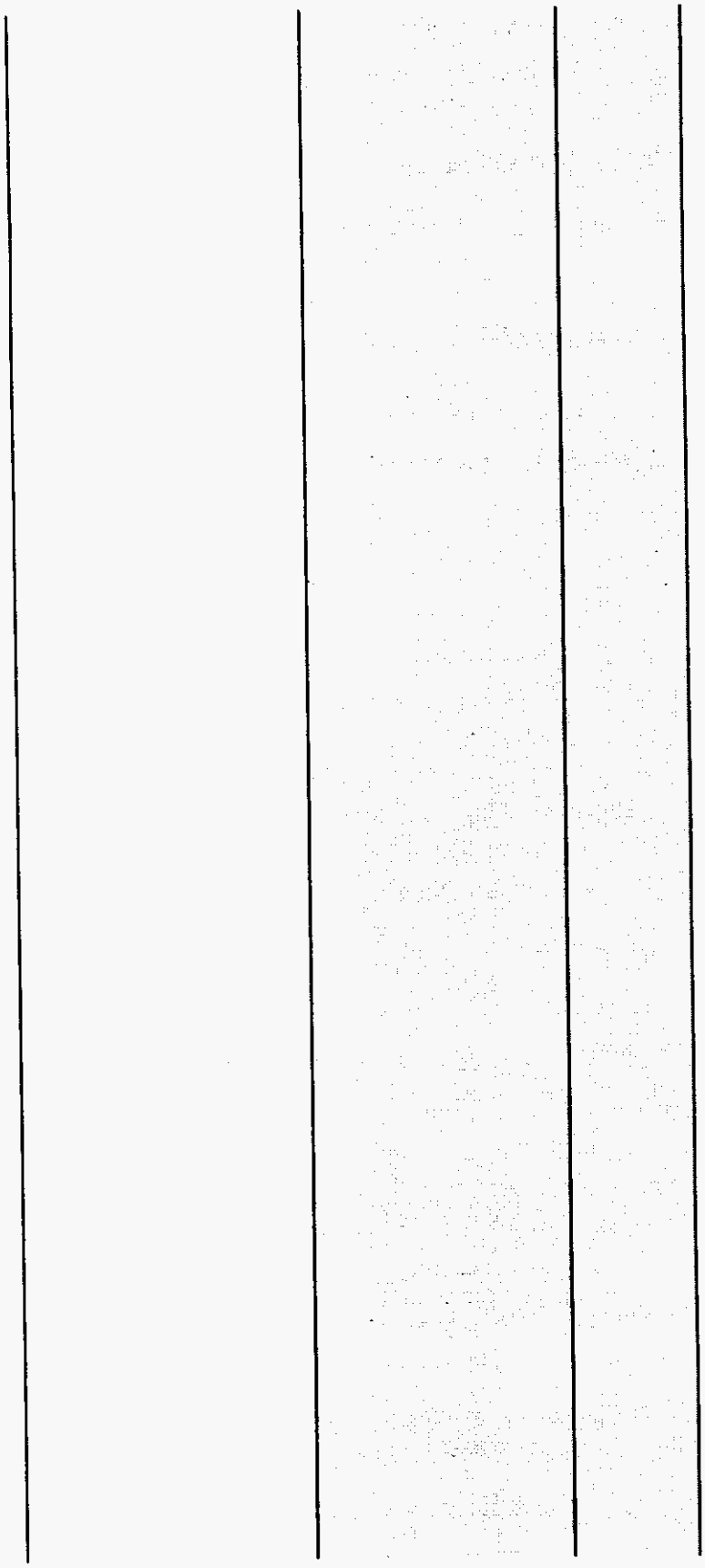
FLORIDA	City	UNE-L

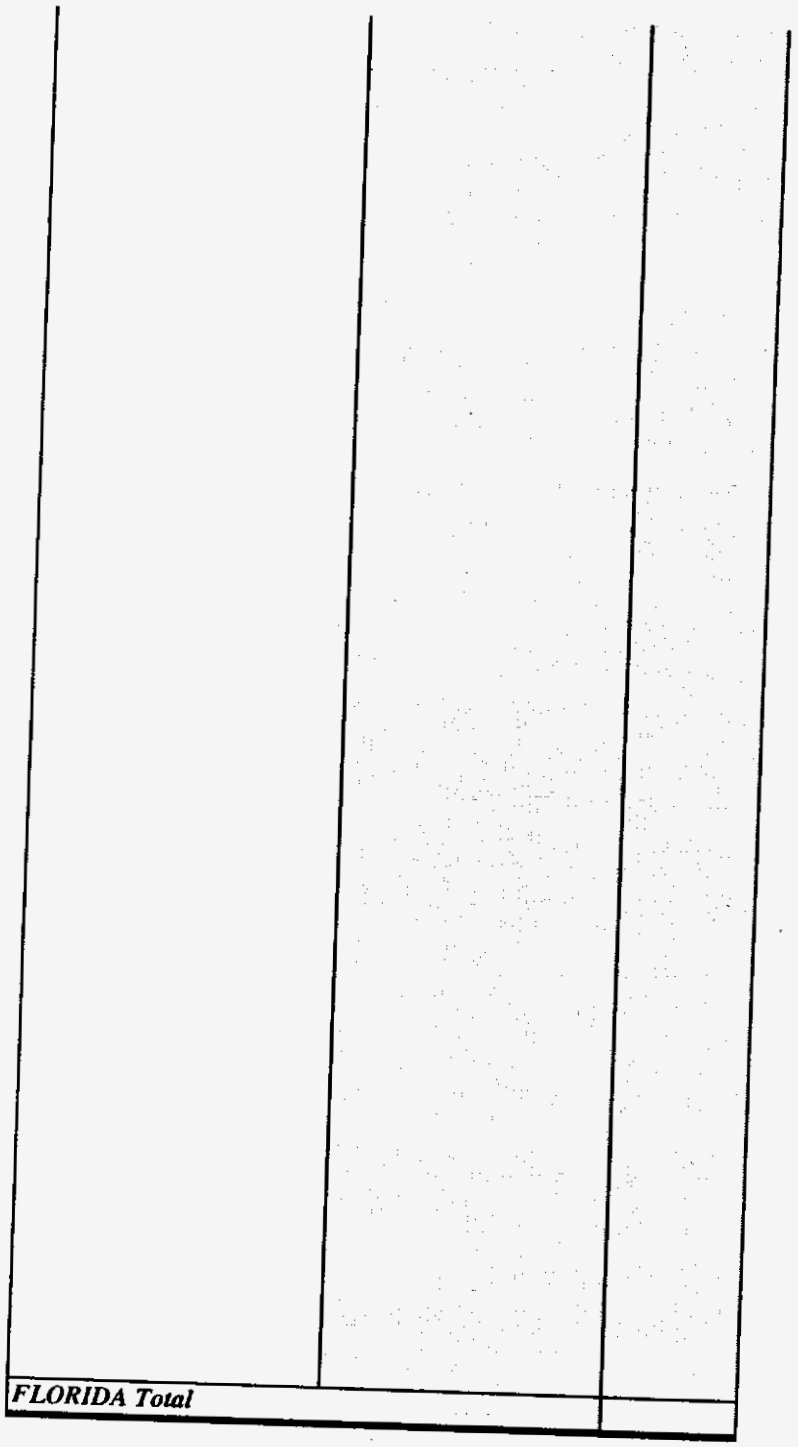
ATT REDACTED





ATT REDACTED




FLORIDA Total

Proprietary Restricted

FL - ADL data as of Sept. 03

STATE	CITY	NPANXX	Derived # VGE
FL	CANTONMENT	850968	
FL	GULF BREEZE	850932	
FL	GULF BREEZE	850934	
FL	GULF BREEZE	850937	
FL	JAY	850675	
FL	MILTON	850626	
FL	PACE	850994	
FL	PENSACOLA	850316	
FL	PENSACOLA	850432	
FL	PENSACOLA	850433	
FL	PENSACOLA	850434	
FL	PENSACOLA	850436	
FL	PENSACOLA	850437	
FL	PENSACOLA	850444	
FL	PENSACOLA	850454	
FL	PENSACOLA	850457	
FL	PENSACOLA	850470	
FL	PENSACOLA	850473	
FL	PENSACOLA	850474	
FL	PENSACOLA	850475	
FL	PENSACOLA	850476	
FL	PENSACOLA	850477	
FL	PENSACOLA	850478	
FL	PENSACOLA	850479	
FL	PENSACOLA	850484	
FL	PENSACOLA	850492	
FL	PENSACOLA	850857	
FL	PENSACOLA	850941	
FL	PENSACOLA	850969	
FL	PNS BCH	850932	
FL	CRESTVIEW	850682	
FL	CRESTVIEW	850683	
FL	DESTIN	850267	
FL	DESTIN	850650	
FL	DESTIN	850654	
FL	DESTIN	850837	
FL	EGLIN FIELD	850678	
FL	FORT WALTON BEAC	850243	
FL	FORT WALTON BEAC	850244	
FL	FORT WALTON BEAC	850301	
FL	FORT WALTON BEAC	850862	
FL	FORT WALTON BEAC	850864	
FL	FT WALTON BEACH	850244	
FL	FT. WALTON BEACH	850244	
FL	FT. WALTON BEACH	850664	
FL	MARY ESTHER	850244	
FL	MARY ESTHER	850796	

FL	NICEVILLE	850729
FL	NICEVILLE	850897
FL	PANAMA CITY	850747
FL	PANAMA CITY	850763
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FL	PANAMA CITY	850785
FL	PANAMA CITY	850872
FL	PANAMA CITY	850913
FL	PANAMA CITY	850914
FL	MARIANNA	850482
FL	MARIANNA	850526
FL	AMELIA ISLAND (PLA	904277
FL	ATLANTIC BEACH	904246
FL	ATLANTIC BEACH	904685
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FL	JACKSONVILLE	904998
FL	LAKE CITY	386752
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FL	MACCLENNY	904653
FL	MANDARIN JACKSOI	904486
FL	ORANGE PARK	904269
FL	ORANGE PARK	904272
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FL	ORANGE PARK	904278
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FL	SPRING HILL	352666
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FL	BELLEVIEW	352347
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FL	INVERNESS	352344
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FL	LEESBURG	352323
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FL	OCALA	352873
FL	ORLANDO	352429
FL	THE VILLAGES	352750
FL	WILDWOOD	352748
FL	DAYTONA BEACH	386226

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FL	DAYTONA BEACH	386756
FL	DAYTONA BEACH	386947
FL	DE LAND	386736
FL	DE LAND	386738
FL	DE LEON SPRINGS	386985
FL	DELAND	386734
FL	DELAND	386738
FL	DELEON SPRINGS	386985
FL	EDGEWATER	386676
FL	HOLLY HILL	386257
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FL	HOLLY HILL	386756
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FL	NEW SMYRNA BEAC	386478
FL	ORMOND BEACH	386615
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FL	ORMOND BEACH	386676
FL	ORMOND BEACH	386677
FL	PALM COAST	386445
FL	PALM COAST	386446
FL	PALM COAST	386447
FL	PORT ORANGE	386756
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FL	PORT ORANGE	386763
FL	PORT ORANGE	386767
FL	PORT ORANGE	386788
FL	ALTAMONTE SPRINC	407248
FL	ALTAMONTE SPRINC	407291
FL	CAPE CANAVERAL	321853
FL	COCOA BEACH	321783
FL	COCOA BEACH	321784
FL	COCOA BEACH	321799
FL	COCOA	321636
FL	COCOA	321639
FL	DEBARY	386575
FL	DELTONA	386574
FL	HEATHROW (SEMIN(	407444
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FL	HEATHROW	407829
FL	INDIALANTIC	321777
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FL	KISSIMMEE	407826
FL	LAKE BUENA VISTA	407226
FL	LAKE MARY (JANE)	407333
FL	LAKE MARY (JANE)	407562
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FL	LAKE MARY (JANE)	407804
FL	LAKE MARY (JANE)	407805
FL	LAKE MARY (JANE)	407829
FL	LAKE MARY (JANE)	407833
FL	LAKE MARY (JANE)	407995
FL	LAKE MARY	407323
FL	LAKE MARY	407330
FL	LAKE MARY	407333
FL	LAKE MARY	407444
FL	LAKE MARY	407804
FL	LAKE MARY	407805
FL	LAKE MARY	407829
FL	LOCKHART	407292
FL	MAITLAND	407670
FL	MAITLAND	407894
FL	MELBOURNE	321242
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FL	MELBOURNE	321956
FL	MERRITT ISLAND	321452
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FL	MERRITT ISLAND	321459
FL	MIMS	321267
FL	OCOEE	407292
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FL	ORMOND BEACH	407235
FL	OVIEDO	407326
FL	OVIEDO	407359
FL	OVIEDO	407365
FL	OVIEDO	407977
FL	PALM BAY	321726
FL	PALM BAY	321768
FL	PALM BAY	321951
FL	PALM BAY	321952
FL	PALM BAY	321956
FL	PATRICK AIR FORCE	321868
FL	PENSACOLA	321454
FL	ROCKLEDGE	321242
FL	ROCKLEDGE	321631
FL	ROCKLEDGE	321636
FL	SANFORD	407302
FL	SANFORD	407321
FL	SANFORD	407330
FL	SANFORD	407430

FL	TITUSVILLE	321268
FL	TITUSVILLE	321383
FL	W MELBOURNE	321956
FL	W. MELBOURNE	321674
FL	WEST MELBOURNE	321724
FL	WEST MELBOURNE	321727
FL	WINDERMERE	407294
FL	WINTER PARK	407384
FL	CELEBRATION	407566
FL	KISSIMMEE	407566
FL	LAKE BUENA VISTA	407560
FL	LAKE BUENA VISTA	407566
FL	LAKE BUENA VISTA	407824
FL	LAKE BUENA VISTA	407827
FL	LAKE BUENA VISTA	407828
FL	LAKE BUENA VISTA	407934
FL	LAKE BUENA VISTA	407938
FL	LAKE BUENA VISTA	407939
FL	ORLANDO	407827
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FL	ORLANDO	407938
FL	ALTAMONTE SPRINC	407644
FL	ALTAMONTE SPRINC	407260
FL	ALTAMONTE SPRINC	407331
FL	ALTAMONTE SPRINC	407339
FL	ALTAMONTE SPRINC	407712
FL	ALTAMONTE SPRINC	407767
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FL	ALTAMONTE SPRINC	407869
FL	APOPKA	407880
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FL	APOPKA	407889
FL	CASSELBERRY	407260
FL	CASSELBERRY	407332
FL	CASSELBERRY	407339
FL	CASSELBERRY	407834
FL	DELTONA	386532
FL	DELTONA	386789
FL	FERN PARK	407830
FL	FORT PIERCE	407465
FL	HEATHROW (SEMIN(	407304
FL	HEATHROW (SEMIN(	407357
FL	KISSIMMEE	407390
FL	KISSIMMEE	407396
FL	KISSIMMEE	407397

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FL	KISSIMMEE	407935
FL	KISSIMMEE	407944
FL	LAKE HELEN	386228
FL	LAKE MARY (JANE)	407357
FL	LAKE MARY (JANE)	407513
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FL	LONGWOOD	407260
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FL	MAITLAND	407875
FL	OKEECHOBEE	407436
FL	ORANGE CITY	386774
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FL	ORLANDO	407206
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FL	SANFORD	407332
FL	ST PETERSBURG	407875
FL	WINTER GARDEN	407656
FL	WINTER PARK	407539
FL	WINTER PARK	407623
FL	WINTER PARK	407646

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FL	WINTER SPRINGS	407696
FL	WINTER SPRINGS	407699
FL	YEEHAW JUNCTION	407344
FL	ORLANDO	321436
FL	AVENTURA	305933
FL	BAL HARBOUR	305864
FL	BAL HARBOUR	305865
FL	BOCA RATON	561208
FL	COCONUT CREEK	954590
FL	COCONUT CREEK	954971
FL	COCONUT CREEK	954972
FL	COCONUT CREEK	954978
FL	COCONUT GROVE	305448
FL	COCONUT GROVE	305858
FL	CORAL GABLES	305420
FL	CORAL GABLES	305441
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FL	CUTLER RIDGE	305259
FL	CUTLER RIDGE	305278
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FL	DANIA	954921
FL	DAVIE	305937
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FL	DAVIE	954680
FL	DEERFIELD BCH	954360
FL	DEERFIELD BEACH	954418
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FL	DEERFIELD BEACH	954725
FL	DELRAY BEACH	561450
FL	FL LAUDERDALE	954566
FL	FLORIDA CITY	786243
FL	FORT LAUDERDALE	954202
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FL	HALLANDALE	954457
FL	HALLANDALE	954458
FL	HIALEAH GARDENS	305556
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FL	HOLLANDALE	954456
FL	HOLLYWOOD	954266
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FL	HOLLYWOOD	954989
FL	HOMESTEAD	305767
FL	ISLAMORADA	305664
FL	JACKSONVILLE	954476
FL	KEY BISCAYNE	305365
FL	KEY WEST	305292
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FL	KEY WEST	305295
FL	KEY WEST	305296
FL	LAKE WORTH	561207
FL	LAUDER HILL	954572
FL	LAUDER HILL	954578
FL	LAUDER HILL	954749
FL	LAUDERDALE BY TH	954493
FL	LAUDERDALE BY TH	954776
FL	LAUDERDALE LAKES	954485
FL	LAUDERDALE LAKES	954486
FL	LAUDERDALE LAKES	954714
FL	LAUDERDALE LAKES	954717
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FL	LAUDERHILL	954741
FL	LAUDERHILL	954749
FL	MARATHON	305289
FL	MARGATE	954357
FL	MARGATE	954935
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FL	MIAMI BEACH	305531
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FL	MIAMI LAKES	305231
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FL	MIRAMAR	954623
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FL	MIRAMAR	954628
FL	MIRAMAR	954704
FL	N. MIAMI BEACH	305932
FL	NORTH LAUDERDAL	954597
FL	NORTH LAUDERDAL	954720
FL	NORTH LAUDERDAL	954971
FL	NORTH MIAMI BEACI	305933
FL	NORTH MIAMI BEACI	305945
FL	NORTH MIAMI	305866
FL	NORTH MIAMI	305892
FL	NORTH MIAMI	305895
FL	NORTH MIAMI	305940
FL	NORTH MIAMI	305944
FL	NORTH MIAMI	305981
FL	OAKLAND PARK	954630
FL	OAKLAND PARK	954733
FL	OAKLAND PARK	954776
FL	OPA LOCKA	305599
FL	OPA LOCKA	305681
FL	PARKLAND	954340
FL	PEMBROKE PARK	954458
FL	PEMBROKE PARK	954965
FL	PEMBROKE PINES	954430
FL	PEMBROKE PINES	954432
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FL	PEMBROKE PINES	954450
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FL	PLANTATION	954370
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FL	PLANTATION	954626
FL	PLANTATION	954693
FL	PLANTATION	954723
FL	PLANTATION	954916
FL	PLANTATION	954940
FL	POMPANO BEACH	954623
FL	POMPANO BEACH	954735
FL	POMPANO BEACH	954783
FL	POMPANO BEACH	954784
FL	POMPANO BEACH	954785
FL	POMPANO BEACH	954786
FL	POMPANO BEACH	954788
FL	POMPANO BEACH	954792
FL	POMPANO BEACH	954941
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FL	POMPANO BEACH	954946
FL	POMPANO BEACH	954968
FL	POMPANO BEACH	954971
FL	POMPANO BEACH	954972
FL	POMPANO BEACH	954974
FL	POMPANO BEACH	954975
FL	POMPANO BEACH	954977
FL	POMPANO BEACH	954978
FL	PORT ST LUCIE	954622
FL	ROYAL PALM BEACH	561207
FL	SOUTH MIAMI	305740
FL	SUNRISE	954623
FL	SUNRISE	954626
FL	SUNRISE	954693
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FL	SUNRISE	954851
FL	SUNRISE	954858
FL	SURFSIDE	305861
FL	TAMARAC	954467
FL	TAMARAC	954484
FL	TAMARAC	954485
FL	TAMARAC	954623
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FL	TAMARAC	954726
FL	TAMARAC	954735
FL	TAMARAC	954749
FL	TAMARAC	954777
FL	TAVERNIER	305853
FL	VIRGINIA GARDENS	305871
FL	WEST PALM BEACH	561207
FL	WEST PALM BEACH	954435
FL	WESTCHESTER	305264
FL	WESTCHESTER	305929
FL	WESTON	954217
FL	WESTON	954331
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FL	WESTON	954888
FL	ATLANTIS	561965
FL	BOCA RATON	561206
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FL	BOCA RATON	561893
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FL	BOCA RATON	561988
FL	BOCA RATON	561989
FL	BOCA RATON	561994
FL	BOCA RATON	561995
FL	BOCA RATON	561997
FL	BOCA RATON	561998
FL	BOCA RATON	561999
FL	BOYNTON BEACH	561364
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FL	BOYNTON BEACH	561742
FL	DELRAY BEACH	561243
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FL	DELRAY BEACH	561278
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FL	FT. PIERCE	772489
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FL	GREENACRES CITY	561963
FL	JENSEN BEACH	772232
FL	JENSEN BEACH	772405
FL	JENSEN BEACH	772692
FL	JUNO BEACH	561622
FL	JUNO BEACH	561694
FL	JUPITER	561575
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FL	LAKE WORTH	561533
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FL	LAKEWORTH	561964
FL	LANTANA	561585
FL	LOXAHATCHEE	561798
FL	MANALAPAN	561533
FL	NORTH PALM BEACH	561626
FL	NORTH PALM BEACH	561627
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FL	PALM BEACH GARDE	561622
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FL	PALM BEACH SHORE	561863
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FL	PORT ST LUCIE	772335
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FL	POT ST LUCIE	772337
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FL	MIAMI LAKES	305421
FL	PALM BEACH	561305
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FL	SEBRING	863655

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FL	CAPE CORAL	239772
FL	CLEWISTON	863983
FL	CYPRESS LAKE	239432
FL	EL JOBEAN	941697
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FL	MARCO ISLAND	239642
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FL	NORTH NAPLES	239593
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FL	PORT CHARLOTTE	941255
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FL	PORT CHARLOTTE	941743
FL	PORT CHARLOTTE	941764
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FL	PUNTA GORDA	941639
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FL	TICE	239694
FL	AUBURNDALE	863965
FL	AUBURNDALE	863967
FL	BARTOW	863533
FL	BAYOU	727572
FL	BEACH PARK	813207
FL	BEACH PARK	813281
FL	BEACH PARK	813639
FL	BELLEAIR BLUFFS	727584
FL	BELLEAIR BLUFFS	727585
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FL	CARROLLWOOD	813963
FL	CITRUS RIDGE	863420
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FL	COUNTRYSIDE	727796
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FL	ENGLEWOOD	941475
FL	FEATHER SOUND	727571
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FL	FEATHER SOUND	727575
FL	FEATHER SOUND	727954
FL	HAINES CITY	863422
FL	HIGHLANDS	863647
FL	HOLIDAY	727943
FL	HUDSON	727856
FL	HUDSON	727863
FL	HUDSON	727869
FL	HYDE PARK	813844
FL	INDIAN ROCKS (BEA	727595
FL	JACKSONVILLE	813478
FL	LAKE WALES	863676
FL	LAKE WALES	863679
FL	LAKELAND	863413
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FL	LONGBOAT KEY	941383
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FL	MULBERRY	863428
FL	NEW PORT RICHEY	727232
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FL	NORTH REDINGTON	727391
FL	NORTHSIDE	941355
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FL	ORLANDO	813470
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FL	PLANT CITY	813707
FL	PLANT CITY	813745
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FL	SUN CITY CENTER	813633
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FL	TAMPA	813998
FL	TAMPA	863619
FL	TARPON SPRINGS	727934
FL	TARPON SPRINGS	727939
FL	TARPON SPRINGS	813818
FL	TEMPLE TERRACE	813313
FL	TEMPLE TERRACE	813631
FL	TEMPLE TERRACE	813664
FL	TEMPLE TERRACE	813952
FL	TEMPLE TERRACE	813978
FL	TOWN 'N' COUNTRY	813313
FL	TOWN 'N' COUNTRY	813888
FL	UNIVERSITY PARK	941360
FL	UNIVERSITY	813632
FL	UNIVERSITY	813972
FL	VALRICO	813643
FL	VALRICO	813655
FL	VAMO	941918
FL	VAMO	941966
FL	VENICE	941408
FL	VENICE	941484
FL	VENICE	941485
FL	VENICE	941488
FL	VENICE	941492
FL	VENICE	941493
FL	VENICE	941497
FL	VENICE	941961
FL	WALLCRAFT	813805
FL	WESLEY CHAPEL	813973
FL	WESTSIDE (PART OF	813289

FL	WESTSIDE (PART OF	813354
FL	WESTSIDE (PART OF	813877
FL	WESTSIDE (PART OF	813878
FL	WINTER HAVEN	863293
FL	WINTER HAVEN	863294
FL	WINTER HAVEN	863299
FL	WINTER HAVEN	863318
FL	WINTER HAVEN	863401
FL	WINTER HAVEN	863965
FL	YBOR CITY	813241
FL	YBOR CITY	813248
FL	YBOR CITY	813386
FL	ZEPHYRHILLS	813715
FL	MADISON	850973
FL	TALLAHASSEE	850219
FL	TALLAHASSEE	850222
FL	TALLAHASSEE	850224
FL	TALLAHASSEE	850298
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FL	TALLAHASSEE	850575
FL	TALLAHASSEE	850599
FL	TALLAHASSEE	850656
FL	TALLAHASSEE	850668
FL	TALLAHASSEE	850671
FL	TALLAHASSEE	850681
FL	TALLAHASSEE	850877
FL	TALLAHASSEE	850878
FL	TALLAHASSEE	850906
FL	TALLAHASSEE	850942
FL	DAYTONA BEACH	UNKNOWN
FL	FEATHER SOUND	UNKNOWN

Grand Totals

Proprietary Restricted

*These counts include both UNE-L & UNE-P provisioned loops
current data does not provide a method for disaggregation

FL - LNS data as of Sept. 03

STATE	CITY	NPANXX	Derived # VGE
FL	APOPKA	407880	
FL	APOPKA	407884	
FL	APOPKA	407886	
FL	APOPKA	407889	
FL	BARTOW	863519	
FL	BARTOW	863533	
FL	BARTOW	863533	
FL	BOCA RATON	561218	
FL	BOCA RATON	561241	
FL	BOCA RATON	561241	
FL	BOCA RATON	561241	
FL	BOCA RATON	561338	
FL	BOCA RATON	561347	
FL	BOCA RATON	561361	
FL	BOCA RATON	561362	
FL	BOCA RATON	561367	
FL	BOCA RATON	561367	
FL	BOCA RATON	561368	
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FL	BOCA RATON	561893	
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FL	BOYNTON BE	561369
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FL	CLEARWATER	727213
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FL	COCOA BEAC	321783
FL	COCOA	321449
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FL	COCOA	321459
FL	DEERFIELD	954360
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FL	DEERFIELD	954725
FL	DELRAY BEA	561243
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FL	DELRAY BEA	561278
FL	DELRAY BEA	561279
FL	DELRAY BEA	561330
FL	EATONVILLE	407379
FL	EATONVILLE	407915
FL	EATONVILLE	407915
FL	EAU GALLIE	321255
FL	EAU GALLIE	407253
FL	FEATHER SO	727540
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FL	GAINESVILL	352331
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FL	GAINESVILL	352374
FL	GREEN COVE	904284

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FL	JACKSONVIL	904224
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FL	WESTSIDE	813878
FL	WESTSIDE	813879
FL	WINTER GAR	407654
FL	WINTER GAR	407654
FL	WINTER GAR	407877
FL	WINTER HAV	863291
FL	WINTER HAV	863292
FL	WINTER HAV	863293
FL	WINTER HAV	863294
FL	WINTER HAV	863295
FL	WINTER HAV	863297
FL	WINTER HAV	863298
FL	WINTER HAV	863299
FL	WINTER HAV	863318
FL	WINTER HAV	863318
FL	WINTER HAV	863401
FL	WINTER HAV	863401
FL	WINTER HAV	863965
FL	WINTER HAV	863965
FL	WINTER HAV	863967
FL	WINTER HAV	863967
FL	WINTER HAV	863967
FL	WINTER HAV	863968
FL	WINTER PAR	407260

FL	WINTER PAR	407261
FL	WINTER PAR	407262
FL	WINTER PAR	407263
FL	WINTER PAR	407265
FL	WINTER PAR	407265
FL	WINTER PAR	407331
FL	WINTER PAR	407332
FL	WINTER PAR	407339
FL	WINTER PAR	407475
FL	WINTER PAR	407539
FL	WINTER PAR	407539
FL	WINTER PAR	407550
FL	WINTER PAR	407551
FL	WINTER PAR	407551
FL	WINTER PAR	407551
FL	WINTER PAR	407551
FL	WINTER PAR	407551
FL	WINTER PAR	407552
FL	WINTER PAR	407552
FL	WINTER PAR	407553
FL	WINTER PAR	407554
FL	WINTER PAR	407599
FL	WINTER PAR	407606
FL	WINTER PAR	407629
FL	WINTER PAR	407644
FL	WINTER PAR	407645
FL	WINTER PAR	407647
FL	WINTER PAR	407657
FL	WINTER PAR	407659
FL	WINTER PAR	407660
FL	WINTER PAR	407660
FL	WINTER PAR	407660
FL	WINTER PAR	407660
FL	WINTER PAR	407661
FL	WINTER PAR	407667
FL	WINTER PAR	407667
FL	WINTER PAR	407667
FL	WINTER PAR	407671
FL	WINTER PAR	407673
FL	WINTER PAR	407678
FL	WINTER PAR	407679
FL	WINTER PAR	407695
FL	WINTER PAR	407695
FL	WINTER PAR	407696
FL	WINTER PAR	407699
FL	WINTER PAR	407740
FL	WINTER PAR	407740
FL	WINTER PAR	407830
FL	WINTER PAR	407830
FL	WINTER PAR	407830
FL	WINTER PAR	407831
FL	WINTER PAR	407834

FL	WINTER PAR	407838
FL	WINTER PAR	407875
FL	ZEPHYRHILL	813779
FL	ZEPHYRHILL	813782
FL		239895
FL		352275
FL		386253
FL		386255
FL		407241
FL		407241
FL		407241
FL		407241
FL		407241
FL		407241
FL		772219
FL		772221
FL		772283
FL		772287
FL		772340
FL		772343
FL		772403
FL		772403
FL		772405
FL		772409
FL		772446
FL		772446
FL		772562
FL		772563
FL		772564
FL		772564
FL		772567
FL		772567
FL		772692
FL		772692
FL		772770
FL		772778
FL		772778
FL		772781
FL		772781
FL		772785
FL		772794
FL		772873
FL		772878
FL		772879
FL		772925
FL		772925
FL		772978
FL		813393
FL		813393
FL		850691
FL		850692
FL		954885

STATE	CLLI_CD	CLLI8	PLTCDE	LOCN_NAME	MSA_NAME
FL					
FL					
FL					

State	FL

		Data
LSO8	City	* UNE-P Lines
ABDLFLXA	AUBURNDALE	
ALFAFLXA	ALAFIA	
ANMRFLXA	ANNA MARIA	
BARTFLXA	BARTOW	
BAYUFLXA	BAYOU	
BBPKFLXA	BABSON PARK	
BCRTFLBT	BOCA RATON	
BCRTFLMA	BOCA RATON	
BCRTFLSA	BOCA RATON	
BGPIFLMA	BIG PINE KEY	
BHPKFLXA	BEACH PARK	
BKVLFLJF	BROOKSVILLE	
BLDWFLMA	BALDWIN	
BLGLFLMA	BELLE GLADE	
BNNLFLMA	BUNNELL	
BRBAFLXA	BRADENTON BAY	
BRNDFLXA	BRANDON	
BRSNFLMA	BRONSON	
BRTNFLXX	BRADENTON	
BYBHFLMA	BOYNTON BEACH	
CCBHFLMA	COCOA BEACH	
CDKYFLMA	CEDAR KEY	
CFLDFLMA	CHIEFLAND	
CHPLFLJA	CHIPLEY	
CLWRFLXA	CLEARWATER	
CNSDFLXA	COUNTRYSIDE	
CNTMFLLE	CANTONMENT	
COCOFLMA	COCOA	
COCOFLME	MERRITT ISLAND	
CRWDFLXA	CARROLLWOOD	
CSCYFLBA	CROSS CITY	
CYGRFLXA	CYPRESS GARDENS	
DBRYFLDL	DELTONA	
DBRYFLMA	DEBARY	
DELDFLMA	DE LAND	
DLBHFLKP	DELRAY BEACH	
DLBHFLMA	DELRAY BEACH	
DNDNFLXA	DUNEDIN	
DNLNFLWM	DUNNELLON	

AT&T REDACTED

DRBHFLMA	DEERFIELD BEACH	
DUNDFLXA	DUNDEE	
DYBHFLFN	DAYTONA BEACH	
DYBHFLMA	DAYTONA BEACH	
DYBHFLOB	ORMOND BEACH	
DYBHFLOS	ORMOND BEACH	
DYBHFLPO	DAYTONA BEACH	
EGLLFLBG	MELBOURNE	
EGLLFLIH	EAU GALLIE	
ENWDFLXA	ENGLEWOOD	
FHSDFLXA	FEATHER SOUND	
FLBHFLMA	FLAGLER BEACH	
FRBHFLFP	FERNANDINA BEACH	
FRSTFLXA	FROSTPROOF	
FTGRFLMA	FORT GEORGE	
FTLDFL92	FORT LAUDERDALE	
FTLDFLAM	FORT LAUDERDALE	
FTLDFLCR	FORT LAUDERDALE	
FTLDFLCY	FORT LAUDERDALE	
FTLDFLJA	PLANTATION	
FTLDFLMR	FORT LAUDERDALE	
FTLDFLOA	FORT LAUDERDALE	
FTLDFLOV	FORT LAUDERDALE	
FTLDFLPL	PLANTATION	
FTLDFLSG	SUNRISE	
FTLDFLSU	SUNRISE	
FTLDFLWA	FORT LAUDERDALE	
FTLDFLWN	FORT LAUDERDALE	
FTPRFLMA	FT PIERCE	
GCSPFLCN	GREEN COVE SPRINGS	
GCVLFLMA	GRACEVILLE	
GENVFLMA	GENEVA	
GLBRFLMC	GULF BREEZE	
GNDYFLXA	GANDY	
GSVLFLMA	GAINESVILLE	
GSVLFLNW	GAINESVILLE	
HAVNFLMA	HAVANA	
HBSDFLMA	HOBE SOUND	
HDSNFLXA	HUDSON	
HGLDFLXA	HIGHLANDS	
HILHFLEG	HIALEAH	
HLNVFLMA	NAVARRE	
HLWDFLHA	HALLANDALE	
HLWDFLMA	HOLLYWOOD	
HLWDFLPE	PEMBROKE PINES	
HLWDFLWH	HOLLYWOOD	
HMSTFLHM	HOMESTEAD	
HMSTFLNA	HOMESTEAD	

AT&T REDACTED

HNCYFLXA	HAINES CITY	
HNCYFLXN	HAINES CITY	
HTISFLMA	JENSEN BEACH	
HYPKFLXA	HYDE PARK	
INRKFLXX	INDIAN ROCKS (BEACH)	
INVRFLXA	INVERNESS	
ISLMFLMA	ISLAMORADA	
JAY FLMA	JAY	
JCBHFLAB	JACKSONVILLE	
JCBHFLMA	JACKSONVILLE BEACH	
JCBHFLSP	JACKSONVILLE	
JCVLFLAR	JACKSONVILLE	
JCVLFLBW	JACKSONVILLE	
JCVLFLCL	JACKSONVILLE	
JCVLFLFC	JACKSONVILLE	
JCVLFLIA	JACKSONVILLE	
JCVLFLJT	JACKSONVILLE	
JCVLFLKJ	JACKSONVILLE	
JCVLFLLF	JACKSONVILLE	
JCVLFLNO	JACKSONVILLE	
JCVLFLOW	JACKSONVILLE	
JCVLFLRV	JACKSONVILLE	
JCVLFLSJ	JACKSONVILLE	
JCVLFLSM	JACKSONVILLE	
JCVLFLWC	JACKSONVILLE	
JPTRFLMA	JUPITER	
KYHGFLMA	KEYSTONE HEIGHTS	
KYLRFLLS	KEY LARGO	
KYLRFLMA	ROCK HARBOR	
KYSTFLXA	KEYSTONE (PART OF TAMPA)	
KYWSFLMA	KEY WEST	
LGBKFLXA	LONGBOAT KEY	
LKALFLXA	LAKE ALFRED	
LKCYFLMA	LAKE CITY	
LKLDFLXA	LAKELAND	
LKLDFLXE	LAKELAND	
LKLDFLXN	LAKELAND	
LKMRFLHE	LAKE MARY	
LKMRFLMF	LAKE MARY	
LKWLFLXA	LAKE WALES	
LLMNFLXA	LEALMAN	
LNLKFLXA	LAND O LAKES	
LRGOFLXA	LARGO	
LUTZFLXA	LUTZ	
LYHNFLOH	LYNN HAVEN	
MCNPFLMA	MICANOPY	
MDBGFLPM	MIDDLEBURG	
MIAMFLAE	CORAL GABLES	

AT&T REDACTED

MIAMFLAL	MIAMI	
MIAMFLAP	MIAMI	
MIAMFLBA	MIAMI	
MIAMFLBC	MIAMI	
MIAMFLBR	MIAMI BEACH	
MIAMFLCA	MIAMI	
MIAMFLDA	MIAMI	
MIAMFLDB	MIAMI	
MIAMFLFL	MIAMI	
MIAMFLGR	MIAMI	
MIAMFLHL	HIALEAH	
MIAMFLIC	MIAMI BEACH	
MIAMFLKE	KEY BISCAYNE	
MIAMFLME	MIAMI	
MIAMFLNM	NORTH MIAMI	
MIAMFLNS	MIAMI	
MIAMFLOL	OPA LOCKA	
MIAMFLPB	MIAMI SPRINGS	
MIAMFLPL	MIAMI	
MIAMFLRR	MIAMI	
MIAMFLSH	MIAMI	
MIAMFLSO	MIAMI	
MIAMFLWD	MIAMI	
MIAMFLWM	WEST MIAMI	
MIANFLYI	MIAMI	
MIAQFL06	MIAMI	
MICCFLBB	MICCO	
MLBRFLMA	MELBOURNE	
MLBYFLXA	MULBERRY	
MLTNFLRA	MILTON	
MNDRFLAV	JACKSONVILLE	
MNDRFLLO	JACKSONVILLE	
MNDRFLLW	JACKSONVILLE	
MNLKFLXA	MOON LAKE	
MRTHFLVE	MARATHON	
MXVLFLMA	JACKSONVILLE	
NDADFLAC	NORTH MIAMI BEACH	
NDADFLBR	MIAMI	
NDADFLGG	MIAMI	
NDADFLOL	MIAMI	
NGBHFLXA	NORTH GULF BEACH	
NKLRFLMA	NORTH KEY LARGO	
NPRCFLXA	NEW PORT RICHEY	
NRSDFLXA	NORTHSIDE	
NSBHFLMA	NEW SMYRNA BEACH	
NWBYFLMA	NEWBERRY	
OJUSFLTL	OJUS	
OKHLFLMA	OAK HILL	

AT&T REDACTED

OLDSFLXA	OLDSMAR	
OLTWFLLN	OLD TOWN	
ORLDFLAP	ORLANDO	
ORLDFLCL	ORLANDO	
ORLDFLMA	ORLANDO	
ORLDFLPC	ORLANDO	
ORLDFLPH	ORLANDO	
ORLDFLSA	ORLANDO	
ORLEFLGV	ORLANDO	
ORPKFLMA	ORANGE PARK	
ORPKFLRW	ORANGE PARK	
OSPRFLXA	OSPREY	
OVIDFLCA	OVIEDO	
PACEFLPV	PACE	
PAHKFLMA	PAHOKEE	
PCBHFLNT	PANAMA CITY BEACH	
PKCYFLXA	POLK CITY	
PLCSFLMA	PALM COAST	
PLMTFLXA	PALMETTO	
PLSLFLXA	PALMA SOLA	
PLTKFLMA	PALATKA	
PMBHFLCS	CORAL SPRINGS	
PMBHFLDR	POMPANO BEACH	
PMBHFLED	POMPANO BEACH	
PMBHFLFE	POMPANO BEACH	
PMBHFLMA	COCONUT CREEK	
PMBHFLNP	POMPANO BEACH	
PMBHFLTA	TAMARAC	
PNCYFLCA	PANAMA CITY	
PNCYFLMA	PANAMA CITY	
PNLSFLXA	PINELLAS	
PNSCFLBL	PENSACOLA	
PNSCFLFP	PENSACOLA	
PNSCFLHC	PENSACOLA	
PNSCFLPB	PENSACOLA	
PNSCFLWA	PENSACOLA	
PNVDFLMA	PONTE VEDRA BEACH	
PRRNFLMA	MIAMI	
PRSHFLXA	PARRISH	
PRSNFLFD	PIERSON	
PSDNFLXA	PASADENA	
PTCYFLXA	PLANT CITY	
PTSLFLMA	PORT SAINT LUCIE	
PTSLFLSO	PORT ST LUCIE	
RSKNFLXA	RUSKIN	
SARKFLXA	ST ARMANDS KEY	
SBSTFLFE	FELLSMORE	
SBSTFLMA	SEBASTIAN	

AT&T REDACTED

SEKYFLXA	SIESTA KEY	
SGBEFLXA	SOUTH GULF BEACH	
SGKYFLMA	SUGARLOAF KEY	
SKWYFLXA	SKYWAY	
SLSPFLXA	SULPHUR SPRINGS	
SMNLFLXA	SEMINOLE HEIGHTS	
SNFRFLMA	SANFORD	
SNSPFLXA	SEVEN SPRINGS	
SPBGFLXA	ST PETERSBURG	
SPBGFLXS	ST PETERSBURG	
SPRGFLXA	SPRINGS	
SRSTFLXA	SARASOTA	
SSDSFLXA	SOUTHSIDE (SARASOTA)	
STAGFLBS	SAINT AUGUSTINE	
STAGFLMA	SAINT AUGUSTINE	
STAGFLSH	SAINT AUGUSTINE	
STAGFLWG	SAINT AUGUSTINE	
STGRFLXA	ST GEORGE	
STRTFLMA	STUART	
SWTHFLXA	SWEETWATER CREEK	
TAMPFLXE	TAMPA	
TAMPFLXX	TAMPA	
TAMQFLRY	TAMPA	
THNTFLXA	THONOTOSASSA	
TMTRFLXA	TEMPLE TERRACE	
TRENFLMA	TRENTON	
TRSPFLXA	TARPON SPRINGS	
TTVLFLMA	TITUSVILLE	
UNVRFLXA	UNIVERSITY OF SO FLORIDA	
VENCFLXA	VENICE	
VENCFLXS	VENICE	
VRBHFLBE	VERO BEACH	
VRBHFLMA	VERO BEACH	
WELKFLMA	WELAKA	
WIMMFLXA	WIMAUMA	
WLCHFLXA	WESLEY CHAPEL	
WLCRFLXA	WALLCRAFT	
WNHNFLXC	WINTER HAVEN	
WPBHFLAN	WEST PALM BEACH	
WPBHFLGA	LAKE WORTH	
WPBHFLGR	PALM BEACH GARDENS	
WPBHFLHH	WEST PALM BEACH	
WPBHFLLE	LAKE WORTH	
WPBHFLRB	RIVERIA BEACH	
WPBHFLRP	ROYAL PALM BEACH	
WSSDFLXA	WESTSIDE (PART OF TAMPA)	
WWSPFLHI	BROOKSVILLE	
WWSPFLSH	SPRING HILL	

YBCTFLXA	YBOR CITY	
YNTWFLMA	YANKEETOWN	
YULEFLMA	YULEE	
ZPHYFLXA	ZEPHYRHILLS	
Grand Total		

(September 2003 Billing Data)

FL	**1 Line**	
FL	**2 Lines**	
FL	**3 Lines**	
FL	**4 Lines**	
FL	**5 Lines**	
FL	**6 - 8 Lines**	
FL	**9 - 12 Lines**	
FL	**13 - 15 Lines**	
FL	**15 or more Lines**	
FL Total		100.00%

AT&T REDACTED

Marketing and Sales-Related Expenses

30. Marketing and sales related expenses include all costs associated with attracting customers and providing support to sales activities. These expenses typically include the costs of locating customers, persuading them to buy, studying and pricing contracts, participating in contract negotiations, storing goods and delivering goods to the customer and handling customer inquiries about orders. Marketing and sales related expenses do not include the costs of rendering and processing customer bills and collecting payments - these are considered to be primarily accounting and treasury functions and are therefore charged to general and administrative expense.

31. The following major functions should be included in marketing and sales-related expense:

Marketing and Product Management

32. Marketing and Product Management includes the following activities:

- Market research on demographics, future social trends and other factors that might affect future customer needs and buying preferences, forecasting, and identification of targets for products and services
- Planning for development and introduction of new services
- Development of pricing strategies and contract terms

Advertising Expense

33. Advertising expenses are all costs incurred to promote the sale of AT&T services/products, provide general information, so as to create or stimulate a favorable public image or create or stimulate a desire to buy AT&T products or services. Accounting for advertising expense is governed by the Accounting Standards Executive Committee Statement of Position (SOP) 93-7, *Reporting on Advertising Costs*, and AT&T policy PO 93-05-003, AL 10-5, *Cost Recognition and Reporting*. AT&T's policy states, "Because of the uncertainty and difficulty in reliably measuring future benefits, virtually all advertising costs should be expensed as incurred." Since SOP 93-7 requires separate financial statement disclosure of advertising costs, special care should be taken to ensure consistent and accurate use of the advertising expense account.

34. Advertising expenses include all costs of creating, producing and implementing advertising including agency fees. Advertising expense should include the following:

- Service specific advertising activities
- Non-service specific advertising such as support of sports events, sponsorship of other public events and campaigns
- Television and radio advertising

Marketing and Sales-Related Expenses (continued)

Advertising Expense (continued)

- Direct-mail, newspaper, and other print advertising
- Company and product catalogues
- Billboard advertisements

35. Advertising expenses DO NOT include free minutes and other discounts (contra revenue).

Promotions and Offer Costs

36. Promotions and offer costs include expenses for promotional activities such as exhibits/displays at trade fairs, gifts given to present and prospective customers, inducements to customers for unrelated products/services that are not part of the normal offerings of the selling business unit, incentives to acquire/retain customers (loyalty programs), and the offer costs of issuing checks

37. Promotional expenses and offer costs DO NOT include free minutes and other discounts (contra revenue).

Sales and Sales Support

38. Includes the expenses of employees who directly interface with customers and sell AT&T products and services or support customer sales. Includes items such as:

- Expenses of locating customers and soliciting sales
- Technical support expenses relating to specific contracts, e.g., analysis of specifications engineering for specific product applications, responding to potential customer inquiries, etc.
- Pricing of specific orders
- Commissions paid to non-AT&T sales agents for selling to AT&T customers
- Preparation and signing of customer contracts
- Clerical support to sales force
- Sales support systems

39. Examples of types of costs to be included in marketing and sales-related (M&S) expenses are salaries, salesperson commissions, wages, employee expenses, including allocated portions of employee benefit expense, contracted services, occupancy charges such as rent, utilities and house service, material and supplies and allocated portions of support services such as clerical and secretarial work, printing and reproduction.

Marketing and Sales-Related Expenses (continued)

Customer Care

40. Includes costs associated with managing and administering customer accounts. Customer Care includes the following functions and activities:

- Handling customer account inquiries via telephone or correspondence including handling of disputes, account changes (name/address), processing adjustments, and quoting rates and prices.
- Entering and processing service orders and handling order inquiries.
- New customer acquisition costs such as when a customer representative engages in "bridge to sales" activities
- Planning, training and project management functions performed by Customer Care organizations

General and Administrative Expenses

41. This item includes those costs of an overall corporate nature, such as billing, executive policy development, legal, regulatory, or financial expenses, that are incurred primarily to benefit and support the enterprise as a whole and which cannot be assigned to other major categories of business cost and expense. Major components of G&A expenses are:

- Customer account management - billing operations, - This category includes bill rendering, customer payment processing, credit and collections, and bill printing and mailing costs.
- Contracted billing services - The amounts paid to local exchange carriers as well as other external companies for billing and collecting from AT&T customers should be included in general and administrative expense
- Development of internal sales/administrative/billing systems infrastructure.
- Direct employee benefits - Initial recording of expenses associated with furnishing active and retired employee benefits such as disability, pension, accident, savings plan contributions and retired employee insurance. Active employee insurance is reported in the same category as the employee wages. (Used only by HR Finance)
- Other G&A Expense - Expenses incurred for executive, general, and administrative support functions should be reported in Other G&A expense.

General and Administrative Expenses (continued)

42. Other G&A expense includes the following functions:

    - *Executive* – officer level and above (generally sixth level and above and any directly reporting executive support staff)
    - *Accounting and Finance* – accounting and financial reporting, billing and collecting, functions associated with taxes, treasury and insurance operations, financial management, etc.
    - *Public Relations* – media communications, corporate publications, employee information
    - *Human Resources* – policy development on matters relating to personnel, salary, benefits, etc.
    - *Corporate Information Technology Services* – management information systems designed to support corporate functions and general data systems functions which cannot readily be allocated to users
    - *Legal* – general counsel and litigation support, SEC, FCC, and other regulatory, antitrust expenses, etc.

43. In the case where fees are paid to external parties for legal and other services performed in direct connection with an acquisition of an asset, the costs associated with the acquisition should be capitalized as part of the acquisition rather than classified as G&A expense. See AT&T policies PO 93-05-003, AL 10-5, *Cost Recognition and Reporting* and AI 93-04-002, AL 3-6, *Accounting Guidelines for Mergers and Acquisitions.*

44. Examples of costs to be included in Other G&A expense include salaries, wages and expenses of employees performing G&A functions, allocated portions of employee benefit expenses, occupancy charges such as rent, utilities and house service, material and supplies and allocated portions of support services such as clerical and secretarial work, printing and reproduction, and allocated management information systems costs.

45. Overhead expenses which *directly support* business functions, e.g., payroll time reporting and input performed within a functional (e.g., Marketing) organization for functional (e.g., Marketing) workers, should be classified to accounts associated with the functions being supported (e.g., M&S).

46. Interest accruals on all tax related items is considered an overall corporate expense and should be reported in the general and administrative category.

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Marketing and Sales-Related Expenses (continued)

Advertising Expense (continued)

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- Pricing of specific orders
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Marketing and Sales-Related Expenses (continued)

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- Development of internal sales/administrative/billing systems infrastructure.
- Direct employee benefits - Initial recording of expenses associated with furnishing active and retired employee benefits such as disability, pension, accident, savings plan contributions and retired employee insurance. Active employee insurance is reported in the same category as the employee wages. (Used only by HR Finance)
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General and Administrative Expenses (continued)

42. Other G&A expense includes the following functions:

    - *Executive* – officer level and above (generally sixth level and above and any directly reporting executive support staff)
    - *Accounting and Finance* – accounting and financial reporting, billing and collecting, functions associated with taxes, treasury and insurance operations, financial management, etc.
    - *Public Relations* – media communications, corporate publications, employee information
    - *Human Resources* – policy development on matters relating to personnel, salary, benefits, etc.
    - *Corporate Information Technology Services* – management information systems designed to support corporate functions and general data systems functions which cannot readily be allocated to users
    - *Legal* – general counsel and litigation support, SEC, FCC, and other regulatory, antitrust expenses, etc.

43. In the case where fees are paid to external parties for legal and other services performed in direct connection with an acquisition of an asset, the costs associated with the acquisition should be capitalized as part of the acquisition rather than classified as G&A expense. See AT&T policies PO 93-05-003, AL 10-5, *Cost Recognition and Reporting* and AI 93-04-002, AL 3-6, *Accounting Guidelines for Mergers and Acquisitions.*

44. Examples of costs to be included in Other G&A expense include salaries, wages and expenses of employees performing G&A functions, allocated portions of employee benefit expenses, occupancy charges such as rent, utilities and house service, material and supplies and allocated portions of support services such as clerical and secretarial work, printing and reproduction, and allocated management information systems costs.

45. Overhead expenses which *directly support* business functions, e.g., payroll time reporting and input performed within a functional (e.g., Marketing) organization for functional (e.g., Marketing) workers, should be classified to accounts associated with the functions being supported (e.g., M&S).

46. Interest accruals on all tax related items is considered an overall corporate expense and should be reported in the general and administrative category.

AH 70

Florida Competitive Issues Forum
Tracking Tool

1

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	1	Lack of Triggers During Porting Process		RD	
Originating Company (ies):[6]					
Description[7]					
BellSouth cannot or will not use 10 digit triggers in some of their switches, which means that ported numbers do not automatically disconnect during the porting process. This puts our large Direct Inward Dialing (DID) customers at risk of losing dial tone during number porting.					
Meeting Notes[8]					
Resolution[9]					

2

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	41	Pending Facilities			
Originating Company (ies):[6]					
Description[7]					
There are a high number of pending facilities in Florida when UNE loops or T1s are ordered. This delays the orders for an unpredictable amount of time, and BellSouth cannot generally give a firm date when facilities will be available. In February, from 6.66 to 13.79% of analog UNE loop orders were placed in jeopardy in Florida. The retail analog ranged from .69 % to 1.40%. Digital loops ranged from 10.17% to 51.41%.					
Meeting Notes[8]					
Resolution[9]					

Florida Competitive Issues Forum
Tracking Tool

3

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	157 (2nd part)	Manual Ordering for UNE-P			
Originating Company (ies):[6]					
Description[7]					
"Move" orders for UNE-P customers must be sent manually. AT&T requests an electronic process via LENS and EDI.					
Meeting Notes[8]					
Resolution[9]					

4

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	159	UNE-P classified as resale			
Originating Company (ies):[6]					
Description[7]					
The BST LCSC and CWINS centers refer to UNE-P as "resale" and require ALECs to do the same, which causes confusion both within BST and AT&T. If AT&T calls into a center and asks about UNE-P BST transfers AT&T to the incorrect group which leads to multiple transfers within BST's centers.					
Meeting Notes[8]					
Resolution[9]					

5

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	163	Lack of maintenance support			
Originating Company (ies):[6]					
Description[7]					
AT&T experiences problems when reporting troubles that happen immediately post provisioning. The CWINS maintenance center claims the problem is with provisioning, and the provisioning center won't help because they claim the problem is a maintenance issue.					
Meeting Notes[8]					
Resolution[9]					

6

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	N/A	Anti-competitive win-back practices of BellSouth			
Originating Company (ies):[6]					
Description[7]					
BellSouth is distributing a flyer to customers which portray CLECs negatively, and which should be stopped as an anti-competitive practice. (See Attached)					
Meeting Notes[8]					
Resolution[9]					

AH 70A

-----Original Message-----
From: Seigler, Bernadette M (Bern), CSLSM
Sent: Friday, May 02, 2003 10:08 AM
To: 'Change.Control@bridge.bellsouth.com'
Cc: Jureidini, Jordana M, CSLSM; 'Cottingham, Valerie'
Subject: UNE to UNE Bulk

BellSouth Change Control,

For the last few months, AT&T and the BellSouth Change Control team have engaged in a Q&A regarding the Manual Interim Process (and Trial) for CR0215, UNE to UNE Bulk Migrations.

In the course of these Q&A discussions, it has become evident that the way in which the CR was implemented leaves AT&T customers with a higher risk of losing service than the individual LSR process currently in place For example, BellSouth's bulk migration process eliminates time specific hot cuts. Not only does this put AT&T's customers at greater risk, it clearly was not sought nor contemplated in CR0215. Further, BellSouth has made clear that it will not perform bulk migrations after hours, although this too is beyond the scope for CR0215 and also is contrary to Section 3.7.2. of the AT&T/BellSouth interconnection agreement

In the 30 months since the CR was submitted, AT&T continues to believe that it is critical that the end user customer experience with the migrations include minimized risk and outage duration. Since the current manual or electronic UNE to UNE Bulk Migration Process still includes outage risks to end users, AT&T is not in a position to participate in either process at this time.

AT&T requests that BellSouth develop plans immediately to enhance the UNE to UNE Bulk Migration Process to reduce the risk potential for customer outages in a 2003 release.

Thank you,

Bernadette Seigler
AVP
AT&T Local Services & Access Management
So. Region OSS Interconnection
V: 404-810-8956
Fax: 404-810-8605 or 281-664-3731
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----

From: Seigler,Bernadette M (Bern) - NKLAM
Sent: Sunday, August 31, 2003 6:34 AM
To: Change Control [Change.Control@bellsouth.com]
Cc: Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject: RE: AT&T's Response to BellSouth's Response to AT&T's concerns re: UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to wo with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for en user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process f single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimu concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of th customer being placed out of service because the CLEC cannot plan or anticipate when the conversion will tak place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth' defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondenc in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

Sincerely,

Assistant Vice President

AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U.DOC >>

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment.

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list, these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time;
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS, are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16, 2002.

Sincerely,

cc: Greg Terry

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

AT&T Regional Account Team
770-492-7550
Fax 770-492-9412

September 20, 2002

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

Dear Denise:

This is in response to your letter of August 30, 2002, regarding AT&T's request that BellSouth adopt a new process for coordinated conversions (hot cuts) of unbundled loop service.

At the outset, your letter makes statements about the quality of BellSouth's current hot cut process performance that do not accurately reflect the level of service BellSouth provides to AT&T. BellSouth has consistently performed AT&T's hot cuts well within the established benchmark, usually 100% within 15 minutes of AT&T's requested start time. BellSouth strongly disagrees with the characterization of its current hot cut methods as "unreliable." I have attached a copy of AT&T's Local Services' Performance trend chart for On Time Installation for Hot Cuts, January through June 2002, which AT&T presented in the last monthly Executive meeting. This chart indicates that AT&T is receiving excellent service from BellSouth on its Unbundled Network Element (UNE) Loop Hot Cut conversions. Furthermore, let me remind you that the hot cut process in your Interconnection Agreement was negotiated by you personally for numerous months. BellSouth is implementing that process not only correctly, but also at extremely high service levels.

Regarding AT&T's request that BellSouth implement a bulk conversion process to migrate AT&T's end users served by Unbundled Network Element-Platform (UNE-P) to UNE Loop, as we have discussed, BellSouth is implementing a bulk conversion process as a result of AT&T's Change Request CR0215. The final user requirements were reviewed with the CLEC community on July 9, 2002. During our conversation, however, you indicated that the new process resulting from CR0215 would not meet the needs of the internal AT&T organization. Those needs apparently have prompted the request for a different new process as outlined in your August 30 letter.

BellSouth believes that the conversion process currently in place, as a result of CR0215, will be a reliable, economical method to migrate "commercial volumes" of UNE-P customers to UNE-Loops and will be mechanized for further convenience by year-end. Nevertheless, AT&T has the option of submitting another CR for the development of a second bulk hot cut process.

Possibly, a more fitting avenue for AT&T's request is BellSouth's New Business Request (NBR). If AT&T needs bulk conversions without individual Local Service Requests (LSR), after normal business hours, with project management and real-time coordination, as well as personnel available after hours to assist AT&T in resolving Connecting Facility Assignment (CFA) discrepancies and immediate service restoration when necessary, the NBR process will allow BellSouth to develop the necessary procedures and establish the market-based rates for the additional resources this proposal would require. Contrary to

AT&T's assertions that the process described will be less costly to BellSouth and, therefore, should result in lower rates for UNE Loops, it will instead add significantly to BellSouth's cost to serve. Those costs, appropriately, will be passed on to AT&T as the recipient of these services.

If we need to further discuss BellSouth's position on AT&T's request, I can be reached at 205 321-4700.

Sincerely,

James M. Schenk

Attachment

Copy to: Greg Terry

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Stree
Atlanta, Georgia 3030
404 810-8644
FAX 281 664-3648
PAGER 888 858-7243
WIRELESS 404 915-0.
deberger@att.com

October 16, 2002

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process

Dear Jim:

The purpose of this letter is to follow up on my August 30, 2002, letter to you requesting BellSouth's adoption of a new process to convert AT&T's UNE-P customers to UNE-L via a coordinated bulk conversion process. The purpose of this new process is to allow AT&T to move its customers to AT&T's facilities-based local network. This process should be a seamless transition for AT&T customers moving from UNE-P to the UNE loop with ported numbers.

Please accept this letter as a New Business Request (NBR) from AT&T in accordance with Attachment 10 of our Interconnection Agreement. I have attached a proposed project plan, which outlines the support that AT&T needs from BellSouth to make this project a success. AT&T's goals for this project are as follows: maximize the use of AT&T's local facilities by converting UNE-P customers to UNE loops and minimize any disruption during the transition of AT&T's customers from UNE-P to the UNE loop.

As noted in our previous correspondence, it is AT&T's experience that the bulk process significantly lowers the per line migration cost, including the number port. The economies of scale gained through performing bulk should generally cost less than $5 per loop for this project as outlined in the attached project plan proposal.

Please let me know if additional information is needed to proceed with this project.

Sincerely,

cc: Greg Terry

Recycled Paper

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street NE
Atlanta, Georgia 30309
404 810-8644
FAX 281 664-3648
PAGER 888 858-7243 PIN 12
WIRELESS 404 915-0796
deberger@att.com

June 9, 2003

Phillip Cook
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00 Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process

Dear Phillip:

The purpose of this letter is to respond to your letter of May 30, 2003, regarding New Business Request (NBR) GA02-M931-00. Your letter stated that BellSouth, pursuant to Section 1.10 of Attachment 10 of the Interconnection Agreement, would consider the NBR cancelled if an acceptance or rejection response was not provided within five (5) days.

In its initial request on August 30, 2002, AT&T indicated that BellSouth's current hot cut methods were "unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment" and proposed a new process, designed to address each concern. Unfortunately, BellSouth has failed to adequately address these concerns.

First, AT&T is disappointed that BellSouth did not provide adequate information regarding the impact to customers served by BellSouth's IDLC facilities. Further, AT&T requested a process, which would allow the conversion of up to 500 customers in two (2) central offices per evening. In its letter of November 20, 2002, BellSouth states,

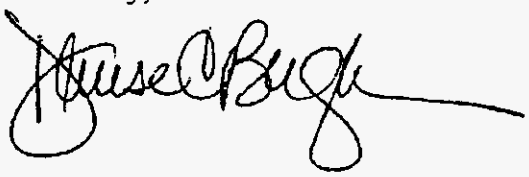
> "BellSouth has determined that AT&T's request is technically feasible with the following caveat:
>
> - The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer."

AT&T is distressed and concerned with this stated inability of BellSouth to sustain reasonable commercial volumes. AT&T finds BellSouth's unwillingness to commit to AT&T's modest request completely unacceptable.

Finally, BellSouth's ridiculous and excessive cost of $134.32 per working telephone number, plus regular ordering charges, as well as other unspecified overtime and technician charges, prohibits commercial use. BellSouth has once again presented AT&T with a Hobson's choice: risk a devastating disruption of a customer's service or pay BellSouth a ransom to mitigate the risk.

Please consider this letter a rejection of BellSouth's preliminary analysis and firm quote.

Sincerely,



cc: Steve Huels
Jim Schenk

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: October 31, 2003

AT&T'S RESPONSES TO BELLSOUTH'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Request for Production of Documents to AT&T Communication of the Southern States, LLC, served on October 9, 2003, as follows:

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 1:	Produce all documents identified in response to BellSouth's First Set of Interrogatories
Response:	AT&T specifically objects to this request to the extent that it is overly broad, unduly burdensome, irrelevant, oppressive and not likely to lead to the discovery of admissible evidence pursuant to the *Procedural Order*, Rule 28-106.206 Florida Administrative Code, and Rules 1.280 and 1.340 Florida Rules of Civil Procedure. Subject to the foregoing, and without waiving any objection, all identified documents have been attached to each specific interrogatory or attached herein.

REQUEST: BellSouth First Request for Production of Documents

DATED: October 9, 2003

POD 2: Produce every business case in your possession, custody of control that evaluates, discusses, analyzes or otherwise refers or relates to the offering of a qualifying service in the State of Florida.

Objection: AT&T objects to this request to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

Pursuant to the *Procedural Order*, the Triennial Review Order, Rule 28-106.206 Florida Administrative Code, and Rules 1.280 and 1.340 Florida Rules of Civil Procedure, to the extent that this request seeks specific financial, business or proprietary information regarding AT&T's economic business model, AT&T objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent upon AT&T's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order. The Triennial Review Order explicitly contemplates that in considering whether a competing carrier economically can compete in a given market without access to a particular unbundled network element, the Commission must consider the likely revenues and costs associated with the given market based on the *most efficient business model* for entry rather than to a *particular carrier's business model.* TRO at ¶ 326. In particular, the FCC stated:

> In considering whether a competing carrier could economically serve the market without access to the incumbent's switch, the state commission must also consider the likely revenues and costs associated with local exchange mass market service . . . The analysis must be based on the *most efficient business model* for entry rather than to any *particular carrier's business model.*

Id. [Emphasis Added] Additionally, with respect to economic

[1] For the Commission's convenience, please see Attachment 1 to AT&T's Response to BellSouth's Request for Production of Document sets forth the text of these relevant Paragraphs and Footnotes from the *TRO. Complete text of the Triennial Review Order is available @ www.fcc.gov.*

entry, in ¶ 517, the FCC stated that ". . . [t]he analysis must be based on the most efficient business model for entry rather than to any particular carrier's business model." Furthermore, in Footnote 1579 of Paragraph 517, the FCC clarified that ". . . [s]tate commissions should not focus on whether competitors operate under a cost disadvantage. State commissions should determine if entry is economic by conducting a business case analysis for an *efficient entry*." [emphasis added]

In addition to these statements, the FCC also made numerous other references to the operations and business plans of an efficient competitor, specifically rejecting a review of a particular carrier's business plans or related financial information. See, ¶ 84, Footnote 275 ("Once the UNE market is properly defined, impairment should be tested by asking whether *a reasonable efficient CLEC* retains the ability to compete even without access to the UNE.") (citing BellSouth Reply, Attach 2, Declaration of Howard A. Shelanski at ¶2(emphasis added)). See also, TRO at ¶115; ¶469; ¶485, Footnote 1509; ¶517, Footnote 1579; ¶519, Footnote 1585; ¶520, Footnotes 1588 and 1589; ¶581, and Footnote 1788.[1]

Accordingly, the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 3:	Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide qualifying service.
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 4:	Produce all documents referring or relating to the average number of access lines you provide to end user customers in Florida to whom you only provide qualifying service.
Response:	None.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 5:	Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you only provide non-qualifying service.
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 6:	Produce all documents referring or relating to the average monthly revenues you receive from end user customers in Florida to whom you provide both qualifying and non-qualifying service.
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 7:	Produce all documents referring or relating to the average number of access lines you provided to end user customers in Florida to whom you provide both qualifying and non-qualifying service.
Response:	AT&T does not collect data in a form responsive to this request.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 8:	Provide all documents referring or relating to the classifications used by AT&T to offer service to end user customers Florida (e.g., residential customers, small business customers, mass market customer, enterprise customers, or whatever type of classification that you use to classify your customers).
Response:	AT&T has no documents responsive to this request.

REQUEST:	Bellsouth First Request for Production of Documents
DATED:	October 9, 2003
POD 9:	Produce all documents referring or relating to the average acquisition cost for each class or type of end user customer served by AT&T, as requested in BellSouth's First Set of Interrogatories, No.34
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 10:	Produce all documents referring or relating to the typical churn for each class or type of end user customer served by AT&T, as requested in BellSouth's First Set of Interrogatories, No.35
Objection:	See response to POD No. 2. .

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 11:	Produce all documents referring or relating to how AT&T determines whether to serve an individual customer's location with multiple DSOs or with DS1 or larger transmission system.
Response:	AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 12:	Produce all documents referring or relating to the typical or average number of DSOs at which AT&T would choose to serve a particular customer with a DS1 or larger transmission system as opposed to multiple DSO, all other things being equal.
Response:	AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 13:	Produce all documents referring or relating to the cost of capital used by AT&T in evaluating whether to offer a qualifying service in a particular geographic market.
Objection:	See response POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 14:	Produce all documents referring or relating to the time period used by AT&T in evaluating whether to offer a qualifying service in a particular geographic market (e.g., one year, five years, ten years or some other time horizon over which a project is evaluated)?
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 15:	Produce all documents referring or relating to your estimates of sales expense when evaluating whether to offer a qualifying service in a particular geographic market.
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 16:	Produce all documents referring or relating to your estimates of general and administrative (G&A) expenses when evaluating whether to offer a qualifying service in a particular geographic market.
Objection:	See response to POD No. 2.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 17:	Produce all documents referring or relating to any complaints by AT&T or its end user customers about individual hot cuts performed by BellSouth since January 1, 2000
Response:	See response to Interrogatory No. 75.

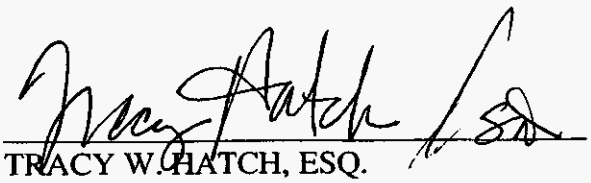
REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 18:	Produce all documents referring or relating to a batch hot cut process used by any ILEC in the BellSouth region that is acceptable to AT&T or that AT&T believes is superior to BellSouth's batch hot cut process.
Response:	See response to Interrogatory No. 60. No responsive documents available.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 19:	Produce all documents referring or relating to an individual hot cut process used by any ILEC in the BellSouth region that is acceptable to AT&T or that AT&T believes is superior to BellSouth's individual hot cut process.
Response:	See response to Interrogatory No. 62. No responsive documents available.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 20:	Produce all documents referring or relating to a batch hot cut process used by any ILEC outside the BellSouth region that is acceptable to AT&T or that AT&T believes is superior to BellSouth's batch hot cut process.
Response:	See response to Interrogatory No. 64. No responsive documents available.

REQUEST:	BellSouth First Request for Production of Documents
DATED:	October 9, 2003
POD 21:	Produce all documents referring or relating to an individual hot cut process used by any ILEC outside the BellSouth region that is acceptable to AT&T or that AT&T believes is superior to BellSouth's individual hot cut process.
Response:	See response to Interrogatory No. 66. AT&T is compiling a response and will provide supplemental information at a later date.

SUBMITTED this 31st day of October, 2003.



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AT&T's Response to BellSouth's
First Request for Production of Documents
Florida Docket No. 030851-TP
October 31, 2003
Attachment 1

relationship between retail competition and unbundling is complex. In many instances, retail competition depends on the use of UNEs and would decrease or disappear without those UNEs; thus, a standard that takes away UNEs when a retail competition threshold has been met could be circular.[391] While evidence of retail competition over non-incumbent LEC facilities is highly relevant to our impairment analysis as explained above,[392] retail competition that relies on incumbent LEC facilities – whether UNEs, resale, or tariffed services – does less to inform our impairment analysis.[393] We explain in greater detail below why we do not conduct an analysis of individual services, and the levels of competition for those services, below.[394]

115. *Impairment of Individual Requesting Carriers or Carriers Pursuing a Particular Business Strategy.* We will not, as some commenters urge, evaluate whether individual requesting carriers or carriers that pursue a particular business strategy are impaired without access to UNEs.[395] We recognize that section 251(d)(2) refers to "*the* telecommunications carrier seeking access," but such a subjective, individualized approach could give some carriers access to elements but not others, and could reward those carriers that are less efficient or whose business plans simply call for greater reliance on UNEs. Providing UNEs to carriers with more limited business strategies would also disregard the availability of scale and scope economies gained by providing multiple services to large groups of customers.[396] Thus, an entrant is not

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[391] *See, e.g.*, GCI Jan. 27, 2003 *Ex Parte* Letter, Attach. at 1.

[392] *See supra* Part V.B.1.d.(ii); Verizon Jan. 14, 2003 *Ex Parte* Letter, Attach. at 2. Indeed, retail competition from multiple market participants that do not rely on incumbent LEC facilities at all may well demonstrate, as explained above, that barriers to entry in the relevant market at not so high as to make entry uneconomic.

[393] *See supra* para. 102.

[394] *See infra* Part V.B.2.c.

[395] *See, e.g.*, ALTS *et al.* Comments at 37-38; ACS Comments at 2-8 (arguing that that Commission must determine whether each competitor – including small competitive LECs – needs access to UNEs); GCI Comments at 19-20; Z-Tel Comments at 22-24; BellSouth Reply at 13 (arguing that the Commission should require individual competitive LECs to demonstrate both that they are "reasonably efficient" and that alternative elements are not available to them); NewSouth Reply at 11; Z-Tel Reply at 22; BellSouth NERA Reply Decl. at para. 135; Z-Tel Ford Reply Decl. at paras. 24-25; ACS Jan. 6, 2003 *Ex Parte* Letter at 9-11 (urging Commission to find Alaskan competitor not impaired); ACS Jan. 16, 2003 *Ex Parte* Letter (urging Commission to find Alaskan competitor not impaired); Letter from Karen Brinkmann, Counsel for ITTA, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147, Attach. at 1 (filed Jan. 27, 2003) (ITTA Jan. 27, 2003 *Ex Parte* Letter). *But see, e.g.*, Qwest Reply at 24-25. The Commission also disagreed with this approach in the *UNE Remand Order*. *See UNE Remand Order*, 15 FCC Rcd at 3725-27, paras. 53-54.

[396] For example, a carrier could claim that it would be unable to pursue a strategy of providing local exchange service to all people with the first name "Sam." Because of the relatively small number of people with that name, the cost of providing such service would likely be very high, and thus entry would be impossible without UNEs. However, an entrant could achieve a much lower average cost of service while serving these people, by pursuing a business strategy of providing service to all potential customers in the market. It might be able to further lower its costs by offering other services, such as vertical features and data services. Our determination is thus based on an entrant providing the full range of services and to all customers supported by the marketplace. Our analysis must, however, take into account diseconomies of scale and scope that might exist, such as limitations on what services customers are willing to purchase as a bundle from a single provider. *But see* BTI Comments at 6 (noting that (continued....)

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impaired if it could serve the market in an economic fashion using its own facilities, considering the range of customers that could reasonably be served and the services that could reasonably be provided with those facilities. Furthermore, a carrier- or business plan-specific approach would be administratively unworkable for regulators, incumbent LECs, and new entrants alike because it would require case-by-case determinations of impairment and continuous monitoring of the competitive situation. Finally, we do not read *Verizon* to state the contrary.[397] While *Verizon* noted that smaller entrants may be in greater need of UNEs than larger carriers,[398] the Supreme Court made those factual observations in the context of defending unbundling in general, not in the context of requiring any particular kind of impairment analysis. Thus, we agree with commenters that argue we cannot order unbundling merely because certain competitors or entrants with certain business plans are impaired.[399] Rather, we will achieve needed granularity through consideration of other factors discussed below in Part V.B.2.

116. For similar reasons, we decline to make impairment determinations on an incumbent LEC-by-incumbent LEC basis.[400] The "impair" inquiry of section 251(d)(2) focuses on requesting carriers, not incumbent LECs.[401] We recognize, however, that many aspects of our impairment analysis may coincidentally turn on the incumbent LEC, such as potential revenue opportunities, geographic areas (as explained below in Part V.B.2.b regarding Geographic Granularity), and costs. Likewise, we do not resolve here disputes between particular incumbent LECs and requesting carriers over compliance with the Act and our rules.[402] Such disputes are better handled in an enforcement context, not in a rulemaking.

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competitive LECs cannot compete with incumbent LEC scale economies); Eschelon Comments at 11-14 (noting that a competitive LEC that serves geographically dispersed customers may not be able to construct a duplicative network).

[397] *See* NewSouth Reply at 11; Z-Tel Ford Reply Decl. at para. 24.

[398] *See Verizon*, 535 U.S. at 503 n.20, 510 n.27.

[399] *See* Competitive Enterprise Institute Comments at 3 (cautioning Commission against setting different standards for different carriers); Verizon Comments at 42-43; BOC Shelanski Decl. at para. 39 (pointing out that antitrust law focuses on harms to competition, not harms to individual competitors). *But see, e.g.*, Eschelon Comments at 8 (noting that smaller, newer competitive LECs may face higher hurdles than larger, established competitive LECs).

[400] *See, e.g.*, ACS Jan. 6, 2003 *Ex Parte* Letter at 9-11 (arguing that unbundling is no longer warranted for Alaskan incumbent subject to substantial retail competition).

[401] 47 U.S.C. § 251(d)(2)(B) (The unbundling inquiry asks whether denial of a UNE "would impair the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer.").

[402] *See, e.g.*, Letter from Frederick W. Hitz, III, Director, Rates and Tariffs, General Communication, Inc., to William Maher, Chief, Wireline Competition Bureau, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 11, *in* Letter from John T. Nakahata, Counsel for GCI, to Marlene Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 (filed Nov. 21, 2002) (GCI Nov. 21, 2002 *Ex Parte* Letter); ACS Jan. 6, 2003 *Ex Parte* Letter at 6-9; Letter from Frederick W. Hitz, III, Director, Rates and Tariffs, General Communication, Inc., to William Maher, Chief, Wireline Competition Bureau, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 2-10, *in* Letter from John T. Nakahata, Counsel for GCI, to Marlene Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 (filed Jan. (continued....)

469. While incumbent LECs reference the Commission's determination in multiple section 271 orders that BOCs provision hot cuts at a level of quality that offers efficient competitors a meaningful opportunity to compete,[1433] and argue that performance data show that current hot cut performance is satisfactory, even as the number of hot cuts has increased,[1434] we find that the number of hot cuts performed by BOCs in connection with the section 271 process is not comparable to the number that incumbent LECs would need to perform if unbundled switching were not available for all customer locations served with voice-grade loops.[1435] In the

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Letter). *But see* Letter from W. Scott Randolph, Director – Federal Regulatory Affairs, Verizon, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 01-338 at 6 (dated Dec. 23, 2002) (Verizon Dec. 23, 2002 Hot Cut *Ex Parte* Letter) (claiming that Verizon's current internal guidelines contemplate as many as 150 hot cuts per central office). Verizon's filing, however, provides no evidence that the company has actually been able to perform hot cuts at such volumes consistently over a long-term period, as would be required upon any transition away from unbundled switching. Moreover, while Verizon claims that its guidelines could be adjusted to permit more than 150 hot cuts per day if necessary, Verizon provides no evidence that its current processes are sufficient to meet that increased demand.

[1433] *See, e.g., SWBT Texas 271 Order*, 15 FCC Rcd at 18490-93, paras. 268-73.

[1434] *See* Verizon Dec. 23, 2002 Hot Cut *Ex Parte* Letter at 3. Verizon states that between 2000 and 2001, its hot cut volume increased by 50% in Massachusetts (14,114 to 21,089), 40% in Pennsylvania (22,184 to 31,592), and more than 200% in New Jersey (3,918 to 11,845). *Id.* at 3. Verizon claims that its on-time performance in those states was 98.41%, 97.56%, and 95.91%, respectively. *Id.* Qwest also contends that its hot cut performance is excellent. Letter from Cronan O'Connell, Vice President – Federal Regulatory, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 01-338 at 5 (filed Jan. 7, 2003) (Qwest Jan. 7, 2003 *Ex Parte* Letter); *see also* Letter from Lawrence E. Sarjeant, Vice President Law and General Counsel, USTA, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 01-338 at 3 (filed Dec. 11, 2002) (USTA Dec. 11, 2002 *Ex Parte* Letter) (stating that "USTA incumbent LEC members are able to perform hot cuts in volumes and timeframes that, in the context of their particular circumstances, support the finding that the removal of switching from the UNE list will not impair the ability of competitive LECs to provide local exchange and exchange access services"). Verizon states that its performance data show that it "routinely meets 95 percent or more of its installation appointments on time." Verizon Comments at 102.

[1435] Based entirely on the Commission's prior findings in section 271 orders, Chairman Powell and Commissioner Abernathy claim that incumbent LEC hot cut processes cannot be a source of impairment. *See Chairman Powell Statement* at 4-5; *Commissioner Abernathy Statement* at 5-6. To begin with, the dissenters completely ignore the volume of evidence in the record of this proceeding that hot cuts create significant barriers to providing service, offering no response or explanation whatsoever. Moreover, contrary to their contentions, the Commission's prior findings in section 271 orders do not support a finding here that competitive carriers would not be impaired if they were required to rely on the hot cut process to serve all mass market customers. At most, these orders found that the specific companies at issue "will be able to handle reasonably foreseeable demand volumes." *Commissioner Abernathy Statement* at 6 (quoting *Bell Atlantic New York 271 Order*, 15 FCC Rcd at 3993, para. 89). Leaving aside the fact that these orders applied only to specific BOCs in specific states and by no means make any findings with respect to BOCs or incumbent LECs generally, these orders examined the adequacy of hot cuts at a time when competitive LECs were principally using unbundled local circuit switching to compete for mass market customers. Indeed, the BOCs frequently relied on evidence of customers being served by unbundled loops combined with unbundled local circuit switching to support their Track A findings of sufficient facilities-based competition. *See, e.g., BellSouth Georgia/Louisiana 271 Order*, 17 FCC Rcd at 9026-27, para. 15; *SBC California 271 Order*, 17 FCC Rcd at 25656, para 12; *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global* (continued....)

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states where section 271 authorization has been granted, unbundled local circuit switching has been available and, accordingly, the BOCs' hot cut performance has generally been limited.[1436] Moreover, we find that the issue is not how well the process works currently with limited hot cut volumes, rather the issue identified by the record identified is an inherent limitation in the number of manual cut overs that can be performed, which poses a barrier to entry that is likely to make entry into a market uneconomic.[1437] Our finding is also corroborated by the comments of

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Networks Inc for Authorization to Provide In-Region, InterLATA Services in Massachusetts, CC Docket No. 01-9, Memorandum Opinion and Order, 16 FCC Rcd 8988, 8990, para. 224 (2001) (*Verizon Massachusetts 271 Order*); *Verizon Global Networks Inc., and Verizon Select Services Inc. for Authorization to Provide In-Region, InterLATA Services in Vermont*, CC Docket No. 02-7, Memorandum Opinion and Order, 17 FCC Rcd 7625, 7630-31, para. 11 (2002) (*Verizon Vermont 271 Order*); *Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota ,Utah, Washington and Wyoming*, WC Docket No. 02-314, Memorandum Opinion and Order, 17 FCC Rcd 26303, 26317, para. 29 (2002) (*Qwest 9-State 271 Order*); *see also* Letter from Brad E. Mutschelknaus, Counsel for Broadview *et al.*, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 2 (filed Jan. 21, 2003) ("Notably, all four of the RBOCs have relied, in one or more States, upon the presence of UNE-P, to advance their bids for Section 271 authority."). And Chairman Powell and Commissioner Abernathy repeatedly voted to approve orders characterizing such deployment as "facilities-based competition" for purposes of meeting section 271's requirement of the "presence of a facilities-based competitor." *See, e.g., Qwest 9-State 271 Order*, 17 FCC Rcd at 26303, para. 29 (stating that Qwest satisfies Track A, section 271(c)(1)(a)); *SBC California 271 Order*, 17 FCC Rcd at 25657, para. 15 (stating that SBC satisfies Track A, section 271(c)(1)(a)); *Verizon Vermont 271 Order*, 17 FCC Rcd at 7630-31, para. 11 (stating that Verizon satisfies Track A, section 271(c)(1)(a)). Furthermore, even in those states where there was not significant unbundled switching-based competition (*see Commissioner Abernathy Statement* at 6-7 n.12) when the Commission granted the section 271 applications for those states, the availability of unbundled loops combined with unbundled switching as a mode of entry informed the Commission's determination of reasonably foreseeable demand volumes. Here, we must consider the adequacy of current hot cut practices for handling the volumes that would be expected if competitive LECs were denied unbundled access to unbundled local circuit switching – something that was by no means "reasonably foreseeable" in the context of the section 271 orders. The section 271 orders thus tell us very little about a BOC's ability to provision large batches of cut overs in a timely and reliable manner under these circumstances. In Broadview's experience, for example, Verizon's performance measures do not apply to bulk migrations on a project-managed basis. Broadview Jan. 15, 2003 *Ex Parte* Letter at 4; *see also Application by Verizon New Jersey Inc., Bell Atlantic Communications, Inc.(d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a/ Verizon Enterprise Solutions), Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization to Provide In-Region, InterLATA Services in New Jersey*, CC Docket No. 02-67, Memorandum Opinion and Order, 17 FCC Rcd 12275, 12326, para. 109 n.309 (2002). Accordingly, the Commission's section 271 holdings by no means find that incumbent LEC performance is now adequate to meet the demands of UNE-L-based competition. Finally, our decision does not overlook the possibility that if in some markets the incumbents' ability to perform batch hot cuts does not pose impairment, the states may simply make findings to this effect.

[1436] BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 9-10.

[1437] The dissents assert that the majority makes unwarranted assumptions about incumbent LECs' ability to handle increased volumes in the absence of unbundled loops combined with unbundled local circuit switching. *Chairman Powell Statement* at 5; *Commissioner Abernathy Statement* at 5. It appears that they would support a finding of no impairment based on affidavits and declarations submitted by incumbent LECs attesting to their willingness and ability to handle any requested volume of hot cuts. *Commissioner Abernathy Statement* at 5. We find, however, incumbent LECs' promises of future hot cut performance insufficient to support a Commission finding that the hot cut process does not impair the ability of a requesting carrier to provide the service it seeks to offer without at least some sort of unbundled circuit switching. While incumbent LECs state that they have the capacity to meet any (continued....)

state commissions, most notably the New York Department, which concluded that "Verizon would need to dramatically increase the number of hot cut orders per month if UNE-P was terminated and CLEC customers were switched."[1438] The New York Department concluded that "it would take Verizon over 11 years to switch all the existing UNE-P customers to UNE-L."[1439] Indeed, the New York Department is currently examining ways to "migrat[e] large volumes of customers from Verizon's switches to CLECs' switches more efficiently."[1440] For those reasons, the Commission's prior findings in section 271 orders do not support a finding here that competitive carriers would not be impaired if they were required to rely on the hot cut process to serve all mass market customers.

470. Competitive carriers also argue that the cost of hot cuts, exacerbated by churn, creates a cost disparity that makes it uneconomic to serve mass market customers.[1441] Competitors seeking to use their own switches must incur the costs associated with a hot cut, including both the charges assessed by the incumbent LEC and their own costs of managing and participating in the hot cut process.[1442] The hot cut cost assessed by the incumbent LEC is a non-recurring per-line charge on competitive carriers that connect their own switches to unbundled loops.[1443] The record shows that the cost of connecting each customer to the competitive LEC's switch makes it difficult to compete.[1444] Although hot cut costs vary among incumbent LECs, we

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reasonable foreseeable increase in demand for stand-alone loops that might result from increased competitive LEC reliance on self-provisioned switching, there is little other evidence in the record to show that the incumbent LECs could efficiently and seamlessly perform hot cuts on a going-forward basis for competitors who submit large volumes of orders to switch residential subscribers. As described above, moreover, we ascribe more weight to actual evidence of competitive entry serving the relevant market than to predictive claims of incumbents' ability to handle hypothetical volumes – and the incumbents have been unable to offer compelling evidence that they have actually provisioned hot cuts in the requisite quantity. Moreover, where incumbent LECs have undergone comprehensive testing of their loop provisioning processes, state commissions have found difficulties regarding hot cut performance. Indeed, in its initial comments in this proceeding, the New York Department recognized the hot cut process as one of the "major issues that hamper the development of facilities based competition," and concluded that "[u]ntil hot cuts can be performed in much greater volumes, competitive LECs' lack of access to the UNE-P will materially diminish their ability to provide local service." New York Department Comments at 3.

[1438] New York Department Comments at 4 n.18.

[1439] *Id.*

[1440] *Id.* at 3.

[1441] *See, e.g.*, WorldCom Comments at 33 ("[A]fter a comprehensive evaluation, WorldCom concluded that it did not make economic sense to spend additional capital necessary to attempt . . . to enter the mass market through end-to-end facilities-based service.").

[1442] BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 4-5.

[1443] *See, e.g.*, ASCENT Comments at 36; Letter from Kimberly Scardino, Senior Counsel, WorldCom, to Michelle Carey, Chief, Competition Policy Division, Wireline Competition Bureau, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 1-2 (filed Nov. 15, 2002) (WorldCom Nov. 15, 2002 Customer Churn *Ex Parte* Letter).

[1444] *See, e.g.*, AT&T Comments at 216; ASCENT Comments at 36; GCI Comments at 36; WorldCom Comments at 86; ASCENT Reply at 7. If the competitive LEC uses unbundled incumbent LEC loops, this "loop access" cost (continued....)

BellSouth's average retail local revenues.[1504] However, as discussed above, there was significant disagreement concerning whether entry would be economic for larger wire centers.[1505]

485. All of these studies, including those provided by the BOCs, strongly support the need for a more granular analysis of impairment. We have insufficient evidence in the record, however, to conduct this granular analysis. Such an analysis would require complete information about UNE rates, retail rates, other revenue opportunities, wire center sizes, equipment costs, and other overhead and marketing costs. While some of this information was submitted to us, or is available to us from other sources, the available data do not sufficiently facilitate a granular inquiry into precisely where entry is economic. That market-specific data is needed is indicated by the significant variation in the costs and revenues an efficient entrant is likely to face. For example, costs appear to vary significantly among locations and types of customers.[1506] The recurring and non-recurring charges for critical UNE inputs such as collocation, loops, and transport often vary substantially between states.[1507] Within a state UNE loop rates can vary tremendously among rate zones.[1508] Parties also agree that the average cost per customer for collocation and equipment varies according to the number of customers served in a wire center, which is likely to depend on the size of the wire center and the likely market share of an efficient competitor.[1509] Some costs also vary according to the total size of the market served.[1510] The revenue estimates, which depend on customers' predicted expenditures on local voice service, were particularly controversial, and appear to have had a significant impact on the results.[1511] Retail rates can vary between states, by the type of customer, and within the state.[1512]

[1504] BellSouth Jan. 30, 2003 *Ex Parte* Letter at 8.

[1505] *See supra* Part VI.D.4.a.

[1506] *See supra* note 1498.

[1507] *See supra* note 1301.

[1508] Most states have adopted three rate zones, which is the minimum required by the Commission. *See Local Competition Order*, 11 FCC Rcd at 15882-83, para. 765. Some states have adopted four zones.

[1509] *See supra* Part VI.D.6.a.(i).

[1510] AT&T Jan. 17, 2003 *Ex Parte* Letter at 2-3, 7-8 (discussing collocation space costs, which relate to the number of customers served, and backhaul costs, which relate to the distance between the customers' premises and the competitive LEC's switch); WorldCom Jan. 8, 2003 Switching *Ex Parte Letter*, Attach. at 7 ("Economies of scale are critical to the level and structure of costs incurred by the CLECs.").

[1511] There is significant disagreement concerning what revenues to use in calculating net profits. AT&T, WorldCom, and Z-Tel argue that retail rates should not be relied upon, and that instead we should examine the cost disparity the competitor suffers using UNE-L relative to the incumbent. AT&T Jan. 17, 2003 *Ex Parte* Letter at 3; WorldCom Jan. 8, 2003 Switching *Ex Parte Letter* at Attach. A, 3-6. SBC and BellSouth argue that we should examine whether entry is economic using typical retail revenues. SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter at 3. In its study SBC used the typical retail revenue charged by WorldCom for its nationwide offering of combined local and long distance service, called The Neighborhood. *Id.* BellSouth suggests using the incumbent's average retail per-line local revenues, or the price of the incumbent's retail local offerings as the basis for determining competitor's revenues. BellSouth Jan. 30, 2003 *Ex Parte* Letter at 2-8.

Other revenues from mass market customers,[1513] and additional revenue opportunities from other types of customers,[1514] may also vary between and within states. Therefore, we expect that the states will consider the economic factors discussed here on a market-by-market basis and will determine whether it is appropriate to find "no impairment" in any particular market. This approach is consistent with our standard, which requires a determination of impairment on a granular basis, and with the dictates of *USTA*.[1515]

(ii) State Actions and Determinations

486. In this section, we ask state commissions to take certain actions designed to alleviate impairment in the markets over which they exercise jurisdiction. We also set forth a detailed process by which states may perform analysis on a more granular basis, and may identify where competing carriers are not impaired without access to unbundled switching.

(a) Incumbent LEC Batch Cut Processes

487. We have found that a seamless, low-cost batch cut process for switching mass market customers from one carrier to another is necessary, at a minimum, for carriers to compete effectively in the mass market.[1516] We conclude that the loop access barriers contained in the

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[1512] *See supra* note 1303.

[1513] Revenues associated with related services purchased by mass market customers, such as vertical features, are not included in residential rates, and may vary among the states and within a state. Revenues can also vary according to the state Subscriber Line Charge (SLC) and the state and federal access charges that can be applied. FCC Reference Book at 1; *MAG Plan Order*, 16 FCC Rcd at 19636-37, 19669, paras. 47, 131. Many state commissions report setting intrastate access charges above cost. GAO Report on Universal Service at 18.

[1514] Additional revenue opportunities are likely to be greatest in areas with large numbers of enterprises, especially if some of those enterprises are heavy users of telecommunications services.

[1515] *USTA*, 290 F.3d at 422-26.

[1516] Commissioner Abernathy emphasizes that despite the availability of a managed hot cut process in some states, carriers with their own switches have been increasing their reliance on unbundled switching. *See Commissioner Abernathy Statement* at 5 n.9. However, the record evidence demonstrates that competitive LECs have been forced to abandon plans to provide switch-based services to mass market customers because of the difficulties associated with the current hot cut process. *See supra* para. 466. Moreover, Commissioner Abernathy overlooks the fact that current market conditions warrant the availability of unbundling at a minimum, to transition to competitive switch deployment. *See* WorldCom Reply at 155. More importantly, Commissioner Abernathy fails to recognize that the record evidence indicates that incumbent LECs are not well-equipped to handle hot cut volumes even with the existence of a procedure to manage bulk migrations on a project-managed basis. Indeed, in New York, where Verizon has worked with carriers such as Broadview and AT&T to handle bulk migrations on a project-managed basis, there continue to be quality issues associated with hot cuts. Broadview Jan. 15, 2003 *Ex Parte* Letter at 6. This fact is illustrated by an order issued by the New York Department confirming that although the New York hot cut process is "working" and is "well refined . . . at least at current volumes," "an efficient bulk-hot-cut process and rate is critical to the development of facilities-based competition," and thus instituted a proceeding to address that problem. *See* BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 9 n.26 (citing Order Instituting Proceeding, *Proceeding on Motion of the Commission to Examine the Process, and Related Costs of Performing Loop Migrations on a More Streamlined (e.g., Bulk) Basis*, Case 02-C-1425 (Nov. 22, 2002)).

approaches. Finally, because there generally are no performance intervals associated with these approaches, incumbent LECs are not subject to financial penalties for inadequate performance.

475. Accordingly, we conclude that the operational and economic barriers arising from the hot cut process create an insurmountable disadvantage to carriers seeking to serve the mass market, demonstrating that competitive carriers are impaired without local circuit switching as a UNE. Although we find that current conditions at the national level demonstrate that competitive LECs are impaired without unbundled switching for mass market customers based on the costs and delays associated with hot cuts, we take affirmative steps to reduce this impairment and promote an environment suitable for increased facilities-based competition. As described below, we find that the present impairment can be mitigated by an improved loop provisioning process.

(i) Other Operational and Economic Impairment

476. Above we have concluded that economic and operational barriers associated with the hot cut process justify a national finding that requesting carriers are impaired without access to unbundled local circuit switching. We have, however, asked states to identify markets in which requesting carriers are not impaired without access to unbundled local circuit switching, pursuant to the guidance set forth below.[1469] In doing so, we ask the states to examine evidence of sources of impairment other than hot cuts, in the manner we describe below, as the record shows that requesting carriers may be impaired without access to unbundled incumbent LEC local circuit switching because of operational and economic factors other than those associated with hot cuts. Commenters have alleged that these barriers – which include poor incumbent LEC performance in fulfilling unbundling, collocation, and other statutory obligations, difficulties in performing customer migrations between competitive LECs, difficulties in performing collocation cross-connects between competing carriers,[1470] and the significant cost disadvantages competitive carriers face in obtaining access to the loop and backhauling the circuit to their own switches[1471] – can be sufficient to hinder or prevent entry even if impairment caused by hot cuts were fully resolved. Although these factors *do not* form the basis of our national impairment finding,[1472] we recognize that the record evidence indicates that these factors may give rise to impairment in a given market, even setting aside the problems associated with hot cuts, and that they therefore will be relevant to state commissions' determinations with respect to unbundled local circuit switching. We describe these potential barriers here.

[1469] State commissions can alternatively make a finding that there is impairment based on other economic and operational factors in the manner explained below.

[1470] *See, e.g.*, BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter.

[1471] *See* UNE-P Coalition Comments at 44-46; WorldCom Jan. 8, 2003 *Ex Parte* Letter at 3 (noting that switching has high fixed costs that must be spread over a large number of customers if a competitive carrier is to achieve cost efficiencies similar to those enjoyed by the incumbent LEC).

[1472] The evidence in the record is not sufficiently detailed to conclude that impairment exists on a national basis due to these factors, as they vary on a geographic basis.

(2) the costs of backhauling voice circuits to their switches from the end offices serving their customers, which as noted above, include the costs associated with collocation in the incumbent LECs' central offices.[1576]

516. As discussed above, we find that the record does not contain sufficient detail concerning the scope and scale of the barrier posed by the costs associated with migration and backhaul in particular markets to permit us to determine whether and where there may be exceptions to our national finding that competing carriers cannot economically serve the mass market without access to unbundled local switching.[1577] Accordingly, we ask state commissions to examine, on a granular basis, evidence that may demonstrate that requesting carriers are not impaired without access to unbundled local circuit switching.

517. *Evidence of Whether Entry is Economic.* In considering whether a competing carrier could economically serve the market without access to the incumbent's switch, the state commission must also consider the likely revenues and costs associated with local exchange mass market service, as detailed below.[1578] Specifically, state commissions must determine whether entry is likely to be economic utilizing the most efficient network architecture available to an entrant.[1579] While most comments have focused on the UNE-L strategy,[1580] in which a requesting carrier combines the incumbent's loops and transport with its own switch, collocation and backhaul, state commissions must also consider whether new technologies provide a superior means of serving customers. The analysis must be based on the most efficient business model for entry rather than to any particular carrier's business model. Because this analysis involves comparing the potential revenues to the potential costs of entry, a state will necessarily be weighing advantages and disadvantages an entrant has in attempting to serve mass market customers. In judging whether entry is economic, states must also consider how sunk costs and competitive risks affect the likelihood of entry.[1581]

[1576] *See infra* Part VI.D.6.a.(i) (discussing possible economic impairment).

[1577] *See id.*

[1578] *See infra* para. 519.

[1579] Consistent with the impairment standard we adopt today, state commissions must determine whether competitors are unable economically to serve the market. State commissions should not focus on whether competitors operate under a cost disadvantage. State commissions should determine if entry is economic by conducting a business case analysis for an efficient entrant. This involves estimating the likely potential revenues from entry, and subtracting out the likely costs (accounting for scale economies likely to be achieved). We note that for switching, at least, parties have submitted business case analyses to demonstrate the likely profitability of entry. *See* SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter; BellSouth Jan. 30, 2003 *Ex Parte* Letter; *see also* AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter.

[1580] SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter; BellSouth Jan. 30, 2003 *Ex Parte* Letter; AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter; AT&T Oct. 4, 2002 *Ex Parte* Letter; BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter; PACE Dec. 11, 2002 *Ex Parte* Letter.

[1581] We reject the dissenters' "bootstrapping" argument that other UNEs should not be considered in our impairment analysis. *Chairman Powell Statement* at 11-12; *Commissioner Abernathy Statement* at 7-8. First, we (continued....)

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note that consideration of these factors only arises where the competitive triggers have not been met. Second, we note that even though nondiscrimination and pricing obligations under section 251(c)(3) and 252 for each individual UNE certainly lower the cost of entry, these provisions do not necessarily establish that they will lower costs sufficiently to make entry economic without access to any one particular element. Even if interconnection and unbundling are performed as efficiently as is technically feasible, these costs must still be considered in our business case analysis to determine whether entry is uneconomic without access to a particular network element.

To illustrate, even if the unbundling of transport significantly lowers the cost of entry, the cost of using unbundled transport (priced at TELRIC) is still a cost that competitors will likely have to incur to provide local exchange service, and should be included in a business case analysis for determining whether entry is economic. Furthermore, to the extent that transport is needed to extend the loops from the subscriber's wire center to the competitor's collocation, that is an additional cost that should be included in a business case analysis. And even if a market would otherwise be capable of sustaining switch deployment, if an incumbent lacked sufficient collocation space, then, the additional cost (including securing building, additional space, power, etc.) should be considered in the business case analysis. Similarly, if competing carriers were unable to cross connect their cages, a competitive voice LEC would not be able to engage in line splitting with a competitive data LEC, reducing its potential revenues. The dissent is incorrect to conclude that this analysis equates calculating a cost for purposes of a business case analysis with "a source of competitive disadvantage." *Chairman Powell Statement* at 12; *see also Commissioner Abernathy Statement* at 8.

The dissents mischaracterize our intention. Unlike in the *UNE Remand Order*, we do not intend that the availability of any UNE at state established wholesale (TELRIC) rates could by itself constitute impairment without considering all costs and revenues in a business case analysis. Rather, we are requiring the states to conduct an analysis of whether entry is economic by comparing the potential revenues to the potential costs of providing a particular service. Mass market switching, in isolation, is not a service and thus cannot be easily evaluated. Instead, to evaluate the feasibility of self-deploying a switch, states should perform a business case analysis of providing local exchange service. As described, the potential revenues include basic service, vertical features, access charges, *see infra* para. 519, revenues beyond just "switching" revenues. Likewise, costs include the forward-looking, TELRIC costs of the other elements necessary to provide local service. *See infra* para. 520. The cost factors listed should not be considered in isolation, but only in the context of a broad business case analysis that examines all likely potential costs and revenues.

Contrary to the dissents' assertions, our determination of whether competitors are impaired without unbundled switching does not depend on, and is not directly related to, whether loops or transport are unbundled. Rather than compelling the unbundling of switching, the fact that such complementary inputs may be available on an unbundled basis serves to lower the cost of providing service and thereby makes facilities-based entry more likely to be economic. Indeed, the alternative to assuming that competitors will use UNEs priced at TELRIC as complementary inputs would be to conduct the business case analysis using the cost of self-provisioning all of the elements necessary to provide local exchange service. Such an analysis, however, would lead to significantly greater unbundling, as the costs of self-providing these elements is likely much higher than obtaining them from the incumbent priced at TELRIC. For example, the cost of self-providing a loop could be extremely high and using that cost in the business case analysis for switching would always lead to a finding of impairment. Thus, we reject such an approach and in our business case analysis consider the minimum cost of entering the market, which includes the wholesale (forward-looking, TELRIC) prices of UNEs purchased from the incumbent LEC that are necessary to provide the relevant service. Moreover, we note that to the extent that incumbent LECs believe that TELRIC prices are too low, as they claim, (*see, e.g.*, BellSouth Comments at 25; Verizon Comments at 32), it should make it easier to satisfy this business case analysis for determining whether switching can be self provisioned in a market.

Chairman Powell also asserts that we improperly considered factors that have "characteristics that are not linked to natural monopoly." *Chairman Powell Statement* at 12. As an initial matter, we note that our switching analysis avoids finding impairment on the basis of "natural monopoly" characteristics associated with elements that (continued....)

518. State commissions should also consider how the existence of universal service payments and implicit support flows will impact competitors' ability to serve the specific market. As discussed in Part V.B.3 above, universal service payments and implicit support flows have been used to ensure the universal availability of local exchange service at affordable rates.[1582] These payments and support flows are likely to affect whether entry is economic, and therefore our impairment standard requires that they be taken into consideration. Particularly significant is the fact that implicit support flows have been incorporated into retail rates, such that retail rates for particular services may vary significantly from the cost of providing those services. State commissions should consider how competitors' ability to serve the market is facilitated in those areas where rates are "above cost," and is impeded where rates are "below cost," while recognizing that rates are likely to change over time in response to competition.[1583]

519. *Potential Revenues.* In determining the likely revenues available to a competing carrier in a given market, the state commission must consider *all* revenues that will derive from service to the mass market, based on the most efficient business model for entry. These potential revenues include those associated with providing voice services, including (but not restricted to) the basic retail price charged to the customer, the sale of vertical features, universal service payments, access charges, subscriber line charges, and, if any, toll revenues.[1584] The state must

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are complementary inputs (such as loops), because it assumes competitors will use UNEs purchased at TELRIC rates, where they are available. When we list various cost factors for state commissions to consider in their impairment analysis, we do so only because we determined that they were likely costs of entry, and were therefore relevant to a business case analysis.

[1582] *See infra* Part V.B.3. Section 254 of the 1996 Act requires that federal support mechanisms be "explicit and sufficient to achieve the purposes of this section", and should be based on a set of principles enumerated in section 254(b), including the principle that consumers in rural and high-cost areas should have access to telecommunications services at rates that are reasonably comparable to those charged in urban areas. 47 U.S.C. § 254(b). Section 254(f) permits states to adopt regulations "to preserve and advance universal service within that [s]tate," provided that these regulations are "not inconsistent with the Commission's rules to preserve and advance universal service." 47 U.S.C. § 254(f). States may also adopt regulations providing additional definitions and standards to promote universal service, but only to the extent that "such regulations adopt additional specific, predictable, and sufficient mechanisms to support such definitions or standards that do not rely on or burden Federal universal service support mechanisms." *Id.*

[1583] As discussed above in Part V.B.3., to the extent that unbundling tends to create pressures to reduce or eliminate these implicit support flows, we note that the states may choose to rebalance rates, adopt an explicit and portable support mechanism, and/or exempt rural and small incumbent LECs from unbundling obligations as provided in section 251(f)(1) of the Act.

[1584] *See, e.g.*, Letter from Joan Marsh, Director, Federal Government Affairs, AT&T, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 3, 11 (filed Sept. 25, 2002) (AT&T Sept. 25, 2002 *Ex Parte* Letter); SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter. The dissents' claim that considering, in the impairment analysis, retail rates that are low as a result of implicit universal service subsidies will "perpetuate reliance on UNE-P" is wrong. To begin with, our analysis considers such rates only if the triggers are not met. Moreover, the dissenters voted to approve an impairment analysis that specifically takes such rates into account. As mentioned, our general impairment standard – which Chairman Powell proposed and the Commission voted unanimously to approve – asks "whether all potential revenues from entering a market exceed the costs of entry, taking into account consideration of any counterveiling advantages that a new entrant may have." *See supra* para. (continued....)

also consider the revenues a competitor is likely to obtain from using its facilities for providing data and long distance services and from serving business customers.[1585] Moreover, state commissions must consider the impact of implicit support flows and universal service subsidies on the revenue opportunities available to competitors. State commissions must ensure that a facilities-based competitor could economically serve all customers in the market before finding no impairment.[1586] Consideration of potential revenues is consistent with our standard, as described in Part V above, and with the guidance of the *USTA* decision.[1587]

520. *Potential Costs.* Similarly, the state must consider all factors affecting the costs faced by a competitor providing local exchange service to the mass market.[1588] If the state

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84. This analysis requires examination of "prices," *see supra* para. 85, which, as the Order states in a section proposed by Chairman Powell and approved unanimously by the full Commission, may be low as a result of implicit universal service subsidies. *See supra* para. 164 ("[T]he impairment standard adopted by the Commission and reflected in the more granular state commission proceedings mandated by this Order addresses the existence of implicit support flows in several ways. . . . Our impairment standard . . . provides for consideration of whether entry is economic by taking into account the potential revenue opportunities available."). In the same section, again proposed by Chairman Powell and approved unanimously by the full Commission, we explicitly "recognize that 'below-cost' local exchange rates will tend to discourage competitive facilities-based entry, and the absence of such entry will be considered as evidence of impairment." *See supra* para. 168. As Chairman Powell and Commissioner Abernathy agreed, however, consideration of such evidence will not "perpetuate reliance" on UNEs. Specifically, facilities-based competitive entry may still occur because "new entrants using alternative technologies may have lower costs than the incumbent LEC even when UNE rates are set at reasonable levels" and because "[o]ur impairment standard also provides for consideration of evidence concerning the full range of revenue opportunities available" such as "premium" services "attractive to customers even when priced well above the incumbent LEC's rate for local exchange service." *See supra* para. 168 & n.543. Competing carriers can also gain access to the same universal service subsidies available to incumbent carriers by applying for "eligible telecommunications carrier" status. 47 U.S.C. § 214(e)(6); *see also* 47 U.S.C. § 254(e). These subsidies should encourage entry and, even where our deployment triggers are not met, the availability of the subsidies must be taken into account in determining whether entry is uneconomic. In addition, "the statute contains an exemption from the unbundling requirements for rural carriers and provides for state modification or suspension of the unbundling requirements for incumbent carriers serving, in the aggregate, less than two percent of the nation's access lines." Id

[1585] This analysis will therefore take into account the scale and scope economies available to carriers using existing facilities to provide a variety of services to all customers that are likely to be served by an efficient entrant.

[1586] Thus, in determining whether impairment exists in a market including a particular group of customers, the typical revenue to be obtained from *all* customers in that group must be considered, to ensure that an entering competitor will be able to serve all customers.

[1587] The *USTA* decision expressed concern that in some markets incumbent LECs' prices were above cost, and that the Commission failed to take this gap, and the advantage it conferred on competitors, into consideration in its impairment analysis in the *Local Competition Order*. *USTA*, 290 F.3d at 422-23. As discussed in Part V.B.3. (discussion of implicit support flows) *supra*, our standard, involving a granular analysis examining both the cost and revenues associated with entry, automatically incorporates competitive LECs' advantages such as these, and therefore addresses the *USTA* decision's concern about these situations.

[1588] The dissents argue that any consideration of the same factors that were considered in the *UNE Remand Order* is impermissible according to the *USTA* decision. *Chairman Powell Statement* at 11 n.30; *Commissioner Abernathy Statement* at 6 n.16. The use of factors common to the *UNE Remand Order* is beside the point. In this Order, we have fundamentally changed the formula (*i.e.*, the unbundling framework and standard) by which we consider these (continued....)

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factors. Thus, as stated above and unlike in the *UNE Remand Order*, they may play a role in our analysis, but are not individually dispositive of an impairment determination. *See supra* para. 106 ("While we no longer rely on, or formally examine, the five UNE Remand factors as a basis for our analysis of impairment, these factors still play a role in our analysis as they relate to the barriers to entry we have identified above."). Moreover, the dissents' claims that the factors we require states to examine as part of their granular inquiries are inconsistent with the *USTA* decision are wrong. *Chairman Powell Statement* at 9-11; *Commissioner Abernathy Statement* at 6 n.16. Their arguments are predicated upon a mischaracterization of *USTA* and are inconsistent with the Commission's decision in other sections of this Order that they have affirmatively supported.

For example, the dissents argue that the switching analysis relies on costs that are merely ordinary start-up costs and that these costs may not be taken into account under *USTA*. *Chairman Powell Statement* at 9; *Commissioner Abernathy Statement* at 7-8. As an initial matter, we note that these costs are only considered if the automatic triggers are not met. Moreover, although the Commission's switching analysis requires the states to examine certain factors that may contribute to the start-up costs of a new entrant, this is not the end of the inquiry. Consistent with the unbundling analysis applied in the rest of the Order and the guidance from *USTA*, we have examined these costs to determine whether, as balanced against the potential revenues that may be achieved, they are *sufficiently large* to prevent entry. That is, the inquiry we adopt today considers whether, after weighing all the costs associated with entry against the potential revenues and offsetting advantages, entry into the market is economic. A cost disparity that is typical of, and has not prevented, entry into the industry is insufficient to justify impairment under our standard. With respect to the factors themselves, there is general agreement in the record that the relevant start-up costs associated with entry into the local market include purchasing collocation, transmission equipment, transport, and loops. Indeed, in the cost studies submitted by the BOCs themselves they largely utilize the very same factors that we require the states to consider. *USTA* did not require us to ignore the costs associated with these factors; rather, the court directed us to set a higher threshold for determining when these costs, considered cumulatively, are sufficiently large as to create impairment. While any single cost factor may appear to be a small hindrance, it is only by considering the cumulative effect of all cost factors that the total potential hindrance to entry can be fully evaluated.

Notably, in criticizing our switching analysis, the dissents appear to attack the very impairment standard that they proposed, voted for, and applied to the Commission's analysis of transport and loops – other sections of the Order that they affirmatively supported. For example, Chairman Powell complains that "the Majority's switching decision conflates an impairment standard that properly asks whether entry is 'uneconomic' with the question of whether entry is profitable." *Chairman Powell Statement* at 14. We are at a loss to understand his complaint. The switching section in no way states a requirement to consider "profitability" – that is discussed in the general impairment section which was proposed by Chairman Powell and adopted unanimously by the Commission. The general impairment standard that Chairman Powell proposed and the Commission adopts unanimously asks "whether all potential revenues from entering a market exceed the costs of entry, taking into account consideration of any countervailing advantages that a new entrant may have." *See supra* para. 84. Furthermore, the general impairment section makes clear, in a passage proposed by Chairman Powell and adopted unanimously, that this analysis "is based on determining whether entry would be *profitable* without the UNE in question." *See supra* para. 85 (emphasis added). We merely ask whether entry is economic, and it is Chairman Powell that engages in bootstrapping, criticizing the very standard that he has proposed we consider.

Similarly, Chairman Powell claims that applying in the switching section the impairment standard he proposed and the Commission unanimously adopted "has converted the impairment standard into a protector of individual business plans." *Chairman Powell Statement* at 11. The Order's general impairment section, which again was proposed by Chairman Powell and adopted unanimously, devotes an entire paragraph to explaining why our impairment analysis does not entail assessing individual business plans. That paragraph – entitled "Impairment of Individual Requesting Carriers or Carriers Pursuing a Particular Business Strategy" states that "[w]e will not, as some commenters urge, evaluate whether individual requesting carriers or carriers that pursue a particular business strategy are impaired without access to UNEs." *See supra* para. 115. Rather, we explain, "an entrant is not

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commission determines that a UNE-L strategy is the most efficient means of serving the customer, these costs would likely include (among others):[1589] the cost of purchasing and installing a switch;[1590] the recurring and non-recurring charges paid to the incumbent LEC for

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impaired if it could serve the market in an economic fashion using its own facilities, concerning the range of customers that could reasonably be served and the services that could reasonably be provided with those facilities." *Id.* This same analysis applies in the switching section no less than it does in the other sections of this Order. *See supra* note 1579 (stating that "[t]he business case analysis pertains to "an efficient entrant" and an estimation of the "likely potential revenues" and the "likely costs").

Chairman Powell claims that "the Majority directs states to consider whether price and revenue reductions that result from additional competitive entrants can form the basis of impairment." *Chairman Powell Statement* at 13. This is simply false, as we do not direct states to consider any such thing. While we recognize that an academically pure interpretation of the impairment standard proposed by Chairman Powell and adopted unanimously in this item might take such reductions into account, we agree with Chairman Powell that a more administratively practicable approach would be to consider prevailing prices and revenues. Accordingly, we expect states to consider prices and revenues prevailing at the time of their analyses. We believe that these are reasonable proxies for likely prices and revenues after competitive entry and will result in a more administrable standard.

Finally, Chairman Powell maintains that our switching analysis "ignores the fact that the rates for collocation and hot cuts as well as other UNEs, are not within the control of the incumbent LEC and therefore are not cognizable under section 251(d)(2)." *Chairman Powell Statement* at 12. This claim is doubly wrong. First, each of these factors is within the incumbent LEC's control. The statute is clear that incumbent LECs are free to negotiate rates for UNEs, hot cuts, and collocation irrespective of statutory standards. *See* 47 U.S.C. § 252(a) ("[A]n incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251."). Second, to the extent that these factors are impacted by forces beyond the incumbent LEC's control – for example, to negotiate UNE rates, an incumbent LEC must come to an agreement with a requesting carrier – there is no basis whatsoever for Chairman Powell's claim that they "are not cognizable under section 251(d)(2)." The text of the section 251(d)(2) does not mention or in any way suggest such a limitation. *See* 47 U.S.C. § 251(d)(2) ("In determining what network elements should be made available . . ., the Commission shall consider, at a minimum, whether . . . the failure to provide access to such network element would impair the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer."). And the impairment standard proposed by Chairman Powell and adopted unanimously by the Commission requires consideration of "the costs of entry," which necessarily includes some factors entirely beyond the incumbent LEC's control. *See supra* para. 84. Indeed, with respect to high-capacity loop facilities, the Chairman proposed and the Commission unanimously approved consideration of multiple criteria outside the control of incumbent LECs, including. among other things, "local topography such as hills and rivers," "availability of reasonable access to rights-of-way," and "building access restrictions/costs." *See supra* para. 335; *see also id.* at para. 410 (listing similar criteria for transport).

[1589] Note that these costs are likely to be affected by whether the entrant is using the same facilities to serve customers in other markets, thus taking advantage of available scale and scope economies. Thus, a portion of the costs may be paid for by revenues generated in other markets, and the full cost should not be attributed to serving just one market. For example, it would be unreasonable to assume that the cost of developing a complete OSS system would have to be recovered within a single granular market. Also, if it is determined that an efficient entrant could efficiently serve both enterprise and mass market customers with the same switch, collocation and transport facilities, then the state's analysis of mass market customers in a particular market should not assume that the entire cost of these facilities is borne by these customers.

[1590] Granite Dec. 16, 2002 *Ex Parte* Letter.

loops, collocations, transport, hot cuts, OSS, signaling, and other services and equipment necessary to access the loop;[1591] the cost of collocation and equipment necessary to serve local exchange customers in a wire center, taking into consideration an entrant's likely market share, the scale economies inherent to serving a wire center, and the line density of the wire center;[1592] the cost of backhauling the local traffic to the competitor's switch;[1593] other costs associated with transferring the customer's service over to the competitor; the impact of churn on the cost of customer acquisitions;[1594] the cost of maintenance, operations, and other administrative activities;[1595] and the competitors' capital costs.[1596] State commissions should pay particular attention to the impact of migration and backhaul costs on competitors' ability to serve the market. We also note that parties to this proceeding have placed evidence in the record that economic impairment may be especially likely in wire centers below a specific line density.[1597] Before finding "no impairment" in a particular market, therefore, state commissions must consider whether entrants are likely to achieve sufficient volume of sales within each wire

[1591] SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter; BellSouth Jan. 30, 2003 *Ex Parte* Letter; AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter; ASCENT Comments at 36; ASCENT Reply at 7; BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 4.

[1592] New South Reply at 25-26; NewSouth Fury Reply Aff. at para. 4; AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter; BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 4.

[1593] The state commission should consider whether EELs or digital loop carrier remote terminals are the most effective means for a competitor to backhaul the traffic to its switch.

[1594] WorldCom Nov. 15, 2002 Customer Churn *Ex Parte* Letter; BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter at 4.

[1595] *See, e.g.*, BellSouth Jan. 30, 2003 *Ex Parte* Letter at 7; *see also* AT&T Feb. 4, 2003 UNE-L Cost Impairment *Ex Parte* Letter at 10.

[1596] These include the capital carrying costs for the period it takes a competitor to set up operations and achieve profitability. AT&T Feb. 4, 2003 UNE-L Cost Impairment *Ex Parte* Letter at 2, 10. Some of the costs listed here are unlikely to constitute by themselves a barrier to entry, particularly if the incumbent incurs the same costs for the provisioning of its retail service. A state commission should take them into consideration in performing a business case analysis, which requires consideration of all likely revenues and costs.

[1597] SBC and BellSouth have presented studies to show that competitors using their own switches should be able to earn a positive profit in wire centers serving at least 5,000 lines. SBC Jan. 14, 2003 Unbundled Switching *Ex Parte* Letter; BellSouth Jan. 30, 2003 *Ex Parte* Letter. WorldCom and AT&T provided studies to show that a competitor would operate under a significant cost disadvantage, and that this disadvantage is larger in small wire centers. AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter. WorldCom claims that its cost study shows that in central offices with fewer than 25,000 residential lines, the cost of UNE-L will constitute an insurmountable barrier to entry and competition, even if there are significant reductions in incumbent LEC charges. In central offices serving 25,000 or more residential lines, competitive LECs that achieve a reasonable market share (*e.g.*, 7%) can profitably migrate customers served by unbundled loops combined with unbundled local circuit switching to their own switches, provided that state commissions ensure that operational and economic barriers are substantially reduced or removed. WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter at 7.

center, and in the entire area served by the entrant's switch, to obtain the scale economies needed to compete with the incumbent.[1598]

(c) Baseline Rolling Use of Unbundled Switching for Customer Acquisition Purposes

521. If, after applying the triggers and the flexible analysis of potential deployment described above, a state commission concurs that requesting carriers are impaired in the mass market in any particular market, we conclude that it must next consider the use of "rolling access to unbundled local circuit switching" to address impairment in that market. Specifically, we conclude that, in some cases, impairment in a given market could be mitigated by granting requesting carriers access to unbundled local circuit switching for a temporary period, permitting carriers first to acquire customers using unbundled incumbent LEC local circuit switching and later to migrate these customers to the competitive LECs' own switching facilities.[1599] As set forth below, we conclude that where transitional access to unbundled switching would cure any impairment that would otherwise undermine competition if requesting carriers were denied access to unbundled local circuit switching, the state must implement such "rolling" access rather than perpetuating permanent access to the switching element.[1600]

522. We note at the outset that in at least some cases, "rolling" access to unbundled local circuit switching could adequately address certain barriers to entry associated with the

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[1598] BiznessOnline.Com Feb. 14, 2003 *Ex Parte* Letter; PACE Dec. 11, 2002 *Ex Parte* Letter at 5-10; AT&T Jan. 17, 2003 *Ex Parte* Letter; WorldCom Jan. 8, 2003 Switching *Ex Parte* Letter; AT&T Oct. 4, 2002 Comparing ILEC and CLEC Local Network Architectures *Ex Parte* Letter.

[1599] We refer to this as "rolling use" because under such a framework, each competitive LEC would obtain limited access to unbundled local circuit switching on a customer-by-customer basis.

[1600] Chairman Powell claims that our impairment test for switching is "unworkable." *Chairman Powell Statement* at 13. To the extent the impairment test for switching is not simple, however, it is because the facts surrounding impairment are not simple. For example, hot cut processes and the charges for them often vary substantially between states. Revenue potential also varies dramatically, as retail rates can vary between states, by the type of customer, and within the state. In order to conduct a granular analysis of the type called for by the D.C. Circuit, it is necessary to take these variations into account. Indeed, in the past, Chairman Powell has argued that such geographic variations and "complicated" factors must be taken into account. *See Commissioner Powell Second NPRM Statement*, 14 FCC Rcd at 8720-21 ("The availability of elements outside the incumbent's network could potentially turn on many factors, such as the existence of vendors and distribution channels, the presence of competing facilities-based LECs and the price of non-incumbent elements relative to the requesting competitor's ability to pay. These factors are likely to vary significantly from one market to the next .... It follows directly, then, that assessments of whether an element is necessary to provide service or whether failing to mandate access to that element would impair a new entrant's ability to provides service will vary significantly among different markets, states, and regions."). While a more simple solution would have been to find impairment or – as Chairman Powell would have found – no impairment nationwide, this approach would not have been responsive to the statute, the court, or the record in this case. Moreover, the enterprise loop analysis delegated to the states is arguably even more complicated as it requires the states to conduct a location-specific review on an individual customer-by-customer basis. *See supra* para. 328. Similarly, the transport analysis requires a route-by-route review. Again, both Chairman Powell and Commissioner Abernathy support these more complicated analyses.

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not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined, or otherwise attached to wholesale services.

580. As explained below, however, we do not require incumbent LECs to "ratchet"[1785] individual facilities. Thus, we do not require incumbent LECs to implement any changes to their billing or other systems necessary to bill a single circuit at multiple rates (*e.g.*, a DS3 circuit at rates based on special access services and UNEs) in order to charge competitive LECs a single, blended rate. Although we do not require ratcheting, we do note that incumbent LECs shall not deny access to a UNE on the ground that the UNE or UNE combination shares part of the incumbent LEC's network with access services or other non-qualifying services.[1786]

581. We conclude that the Act does not prohibit the commingling of UNEs and wholesale services and that section 251(c)(3) of the Act grants authority for the Commission to adopt rules to permit the commingling of UNEs and combinations of UNEs with wholesale services, including interstate access services. An incumbent LEC's wholesale services constitute one technically feasible method to provide nondiscriminatory access to UNEs and UNE combinations.[1787] We agree with the Illinois Commission, the New York Department, and others that the commingling restriction puts competitive LECs at an unreasonable competitive disadvantage by forcing them either to operate two functionally equivalent networks – one network dedicated to local services and one dedicated to long distance and other services – or to choose between using UNEs and using more expensive special access services to serve their customers.[1788] Thus, we find that a restriction on commingling would constitute an "unjust and

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[1785] Ratcheting is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

[1786] More specifically, our approach to ratcheting does not mean that an incumbent LEC can refuse to commingle a UNE with a special access service because the incumbent LEC multiplexes traffic for multiple customers onto one facility within its own network. For example, an incumbent LEC shall not refuse to provide a UNE DS1 transport (where such UNEs are available) on the grounds that the UNE shares a transmission facility with tariffed access services or other wholesale services.

[1787] *See* NewSouth Comments at 42-43 (describing connections and work processes); Qwest Dec. 17, 2002 *Ex Parte* Letter at 15-16 (proposing and describing EEL arrangements); Letter from Cronan O'Connell, Vice President – Federal Regulatory, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 4-6 (filed Dec. 18, 2002) (Qwest Dec. 18, 2002 EELs *Ex Parte* Letter) (describing Qwest's commingling proposal); Letter from Cronan O'Connell, Vice President – Federal Regulatory, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 3 (filed Feb. 6, 2003) (Qwest Feb. 6, 2003 EELs *Ex Parte* Letter) (describing Qwest's commingling proposal); AT&T Apr. 5, 2001 Comments at 22. In addition, we find that commingling is a technically feasible practice. *See, e.g.*, AT&T Apr. 30, 2001 Reply, CC Docket No. 96-98, Decl. of Anthony Fea and William J. Taggart III (AT&T Apr. 30, 2001 Fea/Taggart Reply Decl.) at para. 40 (asserting that linking loops or loop-transport combinations with high-capacity special access services is technically feasible). In light of the determinations we make herein, we grant WorldCom's request to clarify that requesting carriers may commingle UNEs with other types of services. MCI WorldCom Feb. 17, 2000 Petition for Clarification at 21-23.

[1788] In the *Local Competition Order*, the Commission concluded that those "terms require incumbent LECs to provide unbundled elements under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete." 11 FCC Rcd at 15660, para. 315; *see UNE Remand*, 15 FCC Rcd at 3913-14, paras. 490-91. A number of parties persuade us that a commingling restriction, combined with the reduced (continued....)

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unreasonable practice" under 201 of the Act, as well as an "undue and unreasonable prejudice or advantage" under section 202 of the Act.[1789] Furthermore, we agree that restricting commingling would be inconsistent with the nondiscrimination requirement in section 251(c)(3).[1790] Incumbent LECs place no such restrictions on themselves for providing service to any customers by requiring, for example, two circuits to accommodate telecommunications traffic from a single customer or intermediate connections to network equipment in a collocation space.[1791] For these

(Continued from previous page)

unbundling obligations, would raise the costs of competitive LECs. AT&T Comments at 106-107; ALTS *et al.* Comments at 106; CompTel Comments at 97; Illinois Commission Comments at 5; Sprint Comments at 55-57; WorldCom Comments at 55; AT&T Reply at 293 (citing AT&T Lesher Reply Decl. at paras. 34-36); NewSouth Reply at 37; Sprint Reply at 46; NuVox *et al.* Reply at 52; XO Reply at 17; Letter from Ruth Milkman, Counsel for WorldCom, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 13 (filed Oct. 7, 2002) (WorldCom Oct. 7, 2002 EELs *Ex Parte* Letter) (asserting that commingling "forces needless inefficiencies on competitors"); Letter from Michael H. Pryor, Counsel for NewSouth, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98 (filed Oct. 18, 2002) (NewSouth Oct. 18, 2002 Loops and Commingling *Ex Parte* Letter); ALTS/CompTel Oct. 28, 2002 *Ex Parte* Letter at 5; Cbeyond Nov. 22, 2002 *Ex Parte* Letter; Letter from Jonathan Askin, General Counsel, ALTS, to William F. Maher, Chief, Wireline Competition Bureau, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 5 (filed Nov. 14, 2002) (ALTS Nov. 14, 2002 Use and Commingling Restrictions *Ex Parte* Letter); WorldCom Nov. 22, 2002 *Ex Parte* Letter at 13-14; AT&T Dec. 23, 2002 *Ex Parte* Letter at 8 (arguing that commingling restrictions force competitive LECs into inefficient network architectures); Letter from Ruth Milkman, Counsel for WorldCom, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98, 98-147 at 3 (filed Feb. 13, 2003) (WorldCom Feb. 13, 2003 EELs *Ex Parte* Letter); Letter from Patrick Donovan, Counsel for Cbeyond, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338 at 4 (filed Feb. 13, 2003) (Cbeyond Feb. 13, 2003 EELs and Commingling *Ex Parte* Letter). *See* Cbeyond *et al.* Apr. 5, 2001 Comments at 14 (requesting clarification that competitive LECs can purchase access to a DS1 EEL that is "riding on a DS3 circuit with other types of ancillary traffic"); CompTel Apr. 5, 2001 Comments at 33; AT&T Apr. 30, 2001 Fea/Taggart Reply Decl. at paras. 41-42. We therefore disagree with Qwest and the other incumbent LECs who argue that the commingling restriction does not impede competitive LECs from deploying efficient network configurations. *See* SBC Comments at 108 (noting that commingling restriction precludes competitive LECs from obtaining UNEs and access services that share the same facility); BellSouth Reply at 40 (stating that competitive LECs can connect UNEs and access services at collocation arrangements); Letter from Cronan O'Connell, Vice President – Federal Regulatory, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket Nos. 01-338, 96-98 at 3 (filed Oct. 28, 2002) (Qwest Oct. 28, 2002 Transport and Commingling *Ex Parte* Letter).

[1789] ALTS *et al.* Comments at 105; ALTS/CompTel Oct. 28, 2002 *Ex Parte* Letter at 5; WorldCom Nov. 18, 2002 *Ex Parte* Letter at 15; Cbeyond Nov. 22, 2002 *Ex Parte* Letter at 13-14.

[1790] AT&T Comments at 107; Illinois Commission Comments at 5; WorldCom Reply at 32; ALTS/CompTel Oct. 28, 2002 *Ex Parte* Letter at 5; AT&T Nov. 23, 2002 *Ex Parte* Letter at 8 (arguing that commingling restriction is discriminatory).

[1791] AT&T Comments at 107 (arguing that "the co-mingling ban deprives CLECs of obtaining the same network efficiencies as the ILEC enjoys because the ILEC can place any traffic on any facility to maximize efficiency"); NewSouth Comments at 42-46; Sprint Reply at 46-48; WorldCom Apr. 30, 2001 Reply at 14; CompTel Apr. 5, 2001 Comments at 33; AT&T Apr. 30, 2001 Fea/Taggart Reply Decl. at paras. 41-42); *see* 47 C.F.R. § 51.315(b) (requiring incumbent LECs to provide access to UNEs on terms and conditions no less favorable to those under which the incumbent LEC provides such UNEs to itself). *But see* SBC Comments at 108 (noting requirement for competitive LECs to collocate in certain circumstances); Verizon Comments at 141 (acknowledging that it combines all telecommunications traffic on the same facilities); BellSouth Reply at 40 (acknowledging collocation requirement); *see* 47 C.F.R. § 51.315(b) (requiring incumbent LECs to provide access to UNEs on terms and conditions no less favorable to those under which the incumbent LECs provides such UNEs to itself).

reasons, we require incumbent LECs to effectuate commingling by modifying their interstate access service tariffs to expressly permit connections with UNEs and UNE combinations.[1792]

582. We decline, however, to require "ratcheting," which is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.[1793] The Commission's pricing rules for UNEs already ensure that competitive LECs are paying appropriate rates for UNEs and UNE combinations, and that incumbent LECs are adequately compensated for the use of their networks. To permit ratcheting would be to create an additional series of discounts for situations in which all parties' interests are already protected.[1794] Thus, our rules permit incumbent LECs to assess the rates for UNEs (or UNE combinations) commingled with tariffed access services on an element-by-element and a service-by-service basis.[1795] This ensures that competitive LECs do not obtain an unfair discount off the prices for

[1792] We note that sections 202 and 203 of the Act provide specific penalties for noncompliance. *See* 47 U.S.C. §§ 202(c), 203(e). These amounts have been adjusted to $7,600 for each offense and $330 for each day of the continuance of the offense. 47 C.F.R. § 1.80(b)(4). Thus, any incumbent LEC policy or practice that has the effect of prohibiting commingling could subject the incumbent LEC to enforcement action for imposing an "undue or unreasonable prejudice or disadvantage" upon competitive LECs. In addition, the Commission's rules establish a five-year statute of limitations for violations of sections 202 and 203. *Id.* at § 1.80(c)(2).

[1793] CompTel Comments at 97-98 (citing *BellSouth Telecommunications, Inc. Part 69(g)(1) Public Interest Petition to Establish New Rate Elements for Switched Access Versions of BellSouth's SMARTGate Service and BellSouth SPA Managed Shared Network*, Memorandum Opinion and Order, 14 FCC Rcd 1838, 1839, para. 2, n.2 (CCB 1998) (*BellSouth Ratcheting Order*); Sprint Comments at 56, n.48; Sprint Reply at 47. As explained in the *BellSouth Ratcheting Order*, ratcheting allows special access charges to be reduced by 1/24th for each switched access voice-grade circuit on a special access DS1 or 1/672nd for each switched access voice-grade circuit on a special access DS3. *BellSouth Ratcheting Order*, 14 FCC Rcd at 1839 n.2. We note that some parties contend that any Commission rule requiring ratcheting would necessitate substantial modifications to incumbent LEC billing systems and operational procedures. *See* Letter from Glenn T. Reynolds, Vice President – Federal Regulatory, BellSouth, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 01-338 (filed Feb. 6, 2003) (BellSouth Feb. 6, 2003 Ratcheting *Ex Parte* Letter). Because we do not require ratcheting, however, we find no need to address these arguments.

[1794] Our decision not to require ratcheting does not affect a competitive LEC's ability to obtain UNEs, UNE combinations, and wholesale services. Thus, an incumbent LEC may not deny access to a UNE or UNE combination on the grounds that such UNE or UNE combination shares part of the incumbent LEC's network with access or other non-UNE services. Some competitive LECs have contended, for example, that incumbent LECs deny access to UNE combinations on the grounds that a UNE and access service share certain multiplexing equipment. *See* Letter from Brad E. Mutschelknaus *et al.*, Counsel for ALTS *et al.*, to Dorothy Attwood, Chief, Common Carrier Bureau, FCC, CC Docket No. 96-98 (filed Aug. 1, 2001) (ALTS Aug. 1, 2001 EELs *Ex Parte* Letter), *in* Letter from Steven A. Augustino, Counsel for ALTS *et al.*, to Magalie Roman Salas, Secretary, FCC, CC Docket No. 96-98 (filed Aug. 1, 2001). By eliminating the commingling restriction, we will ensure that competitive LECs will be able to obtain all available UNEs, UNE combinations, and wholesale services, albeit at the rates established pursuant to tariffs, interconnection agreements or other contracts.

[1795] *See infra* Part VII.B.

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

November 24, 2003

COMMISSION CLERK
03 NOV 25 AM 10:46
FPSC

BY HAND DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Supplemental Responses to BellSouth's First Set of Interrogatories to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: November 24, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC' SUPPLEMENTAL RESPONSES TO BELLSOUTH'S FIRST SET OF INTERROGATORIES (NOS. 1-84)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC' Supplemental Responses to BellSouth's First Set of Interrogatories (Nos. 1-84), which were legally propounded by BellSouth on October 9, 2003, was sent via electronic mail on Nancy B. White, Esq. at nancy.white@bellsouth.com and by overnight mail to Nancy B. White, Esq., c/o Ms. Nancy H. Sims, BellSouth Telecommunications, Inc., 150 S. Monroe Street, Suite 400, Tallahassee, Florida 32301 on this 24th day of November, 2003.

The original and one copy of this Notice were also sent via overnight delivery on November 24, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted,

Tracy Hatch /lcs

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

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Senior Attorney
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November 24, 2003

03 NOV 25 AM 10:51
COMMISSION
CLERK

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T' Supplemental Response to BellSouth's 1st Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T' Supplemental Response to BellSouth's 1st Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T' Supplemental Response to BellSouth's 1st Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: November 24, 2003

AT&T'S SUPPLEMENTAL RESPONSES TO BELLSOUTH'S FIRST SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, and the *Second Order on Procedure, Order No. PSC-03-1265-PCO-TP*, issued September 22, 2003 and November 7, 2003, respectively (hereinafter "*Procedural Orders*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following supplemental responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on October 9, 2003, as follows:

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 1: Identify each switch owned by AT&T that AT&T uses to provide a qualifying service anywhere in Florida, irrespective of whether the switch itself is located in the state and regardless of the type of switch (e.g., circuit switch, packet switch, soft switch, host switch, remote switch.)

Response: Subject to the following, see Confidential Attachments 1 and 1A. To the extent that the definitions of "qualifying service" and "non-qualifying service" as defined by BellSouth in BellSouth's First Set of Interrogatories to AT&T are different than the definitions of "qualifying" and "non-qualifying" service as defined in 47 C.F.R. § 51.5, this interrogatory is vague. Specifically, 47 C.F.R. § 51.5 defines a "qualifying service" as "a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers ("ILECs"), including, but not limited to, local exchange service, such as plain old telephone service ("POTS"), and access services, such as digital subscriber line services and high capacity circuits." "Non-qualifying services" are defined as services that are "not qualifying service[s]." Id. Subject to the foregoing, and without waiving any objection, AT&T will construe the terms contained in this interrogatory, and all other interrogatories, in accordance with 47 C.F.R. § 51.5 and applicable law and consider all traditional local telecommunications service as a "qualifying" service and all traditional long distance service as "non-qualifying" service.

Subject to the foregoing and pursuant to Section 1.340(c), Florida Rules of Civil Procedure, see Confidential Attachments 1 and 1a. These attachments provide information on two categories of switches used (and owned) by AT&T. The first category consists of "Class 5" switches.

The second category consists of switches used (and owned) by AT&T to provide AT&T Digital Link Service ("ADL") to enterprise using "Class 4" and "Class 5 edge" long-distance

switches. ADL is not a stand-alone local product but rather one that allows large enterprise AT&T long distance customers to add local voice traffic to their dedicated facilities that handle voice and data transmission. This permits customers to maximize efficiency by using the same trunks for local, intraLATA, long distance and international calls. Customers that subscribe to ADL service use a DS1 or higher level facility and must also employ sophisticated customer premises equipment on their premises. The switches are not capable of providing service to mass market customers because they do not have the necessary connectivity (i.e., line-side analog ports), functionality (e.g., vertical features like call waiting and call forwarding), and network interconnection, including connection to Public Safety Answering Points. AT&T does not use unbundled network elements to provide ADL service.

Provided by: Jay Bradbury

Supplemental Response

The ADL capable (enterprise) switches identified in Attachment 1b are identified by their toll switch CLLI codes, which end in a "T". In the LERG these same switches appear using a psuedo CLLI code ending in "DS_" because the LERG will not accept the "T" code for a switch identified as having "end office functions" and having a "LRN".

The "Class 5 edge" long distance switches are either Lucent 5ESS or Nortel DMS switches. Both of these switch types are common in ILEC local networks. However, the switches used in the ILEC network to provide local services and the edge long distance switches in AT&T's network perform totally different functions.

Converting the edge switches to provide local services, would require extensive hardware modifications, software modifications, and E911 Connectivity, as well as supporting OSS modifications and connectivity. As a practical matter, the modifications required precludes conversion of these switches.

For Example: The 5ESS and DMS would need to be completely rebuilt/retrofitted to support local services. Only the basic 5ESS and DMS platform (equipment racks, containers/cabinets, and some switch modules) could be reused. Modifications

would include, but not limited to the following:

- OSS modifications (including loading of databases) and Connectivity to support Fault, Configuration, Account, Performance, and Security (FCAPS) Management, and other Operations, Administration, Maintenance, and Provisioning (OAM&P) processes (e.g., LIDB and ISCP).
- Software and Switch Memory Upgrades (and additional RTU Licenses) to support the Vertical Features required to provide local service.
- Line Side Peripheral Hardware Upgrades to support local services.
- E911 Connectivity and Support.
- AIN support (software and connectivity) to support IN Triggers.
- Announcement System (Hardware, Software, and Transport Facilities).
- 105 Test Line Responder Units (Hardware & Software)
- Test Buss Control Unit (TBCU) to support MLT type loop testing functions (Hardware)
- Additional Facilities and Interfaces (Hardware) required for DCS and SONET Connectivity to the Network.
- Building of ODD (Office Dependent Data) which is unique to each switch and relates to translations (lines) and parameters (equipment) which consists of information related to switch owner (line, trunk, routing, charging, equal access, BRCS) and/or the office equipment (quantity, configuration, equipage). This makes up the office database.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 5:	Identify by name, address and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 1. If you assert that you do cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, **XXX Begin Confidential – Subject to Protective Order ---End Confidential - Subject To Protective Order XXX**. Provided by: Jay Bradbury
Supplemental Response	Please see Attachment 5b. Attachment 5b provides the association between all AT&T's local switches (this information was previously provided in Attachment 1a for Florida only) and AT&T's collocations (previously identified in Attachments 5 and 5a for Florida only) but now includes the switch/collocation information for all FIVE of the Southeastern States where AT&T has a local switch; i.e., Alabama, Florida, Georgia, North Carolina, and Tennessee. The switch information in Attachment 5b duplicates the Florida only information previously provided in AT&T initial responses to BellSouth's Interrogatories.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 6: For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center area from the switches identified in response to Interrogatory #1.

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

Subject to the foregoing, AT&T does not track line and voice grade equivalent (VGE) data or end user locations by ILEC wire center areas. In most instances, NPA-NXX data is provided which can be utilized to identify wire center areas. Also, system functions provide line and VGE data by product lines and services rather than in the aggregate. Attachment 6A provides derived VGEs for the LNS product line. These VGEs are then associated with city locations based on NPA-NXX. Services within the LNS product line are provisioned both via UNE-L and UNE-P. Current system capabilities do not allow disaggregation by provisioning method. Additional research is being performed, the results of which will be provided as they become available. Attachment 6B provides derived VGEs (derived VGEs in this report are adjusted for utilization) for the ADL product line. These lines are also associated with city locations based on NPA-NXX. Attachment 6C provides line counts for the AIO product line. These lines are associated with city locations based on zip code information. Additional research is being performed to associate the AIO VGEs with NPA-NXX data consistent with the other product lines. This data will be provided as it becomes available.

See Confidential Attachments 6a, 6b, and 6c.

Provided by: Mark Argenbright

Supplemental Response See Revised Confidential Attachment 6c representing AIO UNE-L voice grade equivalents by LSO.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 7: With regard to the voice grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory 6, separate the lines by end user and end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line;
(b) The number of end user customers to whom you provide two (2) voice grade equivalent lines;
(c) The number of end user customers to whom you provide three (3) voice-g grade equivalent lines;
(d) The number of end user customers to whom you provide four (4) voice- grade equivalent lines;
(e) The number of end user customers to whom you provide five (5) voice- grade equivalent lines;
(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
(j) The number of end user customers to whom you provide ten (10) voice- grade equivalent lines;
(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines;
(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines.

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

AT&T does not maintain data in the format of number of lines per end-user customer location.

Provided by: Jay Bradbury

Supplemental Response — The information requested is not available for AIO lines provisioned via UNE-L. Please refer to Attachment 13 provided to you in our Responses filed on October 31, which contains a breakdown of total AIO lines combined UNE-P and UNE-L.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 12: For each ILEC wire center area identified in the foregoing Interrogatory (or ILEC exchange if you do not provide the information by wire center area) identify the total number of voice-grade equivalent lines you are providing to end user customers in that wire center using an ILEC's switch either on an unbundled or resale basis.

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

Subject to the foregoing. **XXX Begin Confidential – Subject to Protective Order ---End Confidential - Subject To Protective Order XXX.**

Provided by: Jay Bradbury

Supplemental Response: See Revised Confidential Attachment 12 which contains AT&T's All-In-One ("AIO") products.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 13: With regard to the voice-grade equivalent lines identified by ILEC wire center area (or ILEC exchange) in response to Interrogatory No. 12, separate the lines by end user location in the following manner:

(a) The number of end user customers to whom you provide one (1) voice-grade equivalent line:
(b) The number of end user customers to whom you provide two (2) voice-grade equivalent line;
(c) The number of end user customers to whom you provide three (3) voice- grade equivalent lines;
(d) The number of end user customers to whom you provide four (4) voice- grade equivalent lines;
(e) The number of end user customers to whom you provide five (5) voice- grade equivalent lines;
(f) The number of end user customers to whom you provide six (6) voice-grade equivalent lines;
(g) The number of end user customers to whom you provide seven (7) voice-grade equivalent lines;
(h) The number of end user customers to whom you provide eight (8) voice-grade equivalent lines;
(i) The number of end user customers to whom you provide nine (9) voice-grade equivalent lines;
(j) The number of end user customers to whom you provide ten (10) voice- grade equivalent lines;
(k) The number of end user customers to whom you provide eleven (11) voice-grade equivalent lines;
(l) The number of end user customers to whom you provide twelve (12) voice-grade equivalent lines;
(m) The number of end user customers to whom you provide more than twelve (12) voice-grade equivalent lines;

Response: AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth.

Subject to the foregoing, see Confidential Attachment No. 13.

Provided by: Jay Bradbury

Supplemental Response

The information requested is not available by end user location. Attachment 13, which was provided to you in our Responses filed on October 31, represents the overall total number of lines within the requested ranges inclusive of UNE-P and UNE-L. Dissagregation by provisioning type is not available. Please note: The total number of access lines indicated on this attachment represents a difference of 57 lines from the total sum of lines in Revised Attachments 6c and 12 due to month/date of the source data. AIO UNE-L is line count is derived from September 2003 data; AIO UNE-P line count is derived from August 2003 data; AIO local ranges line count is derived from September 2003 data.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 19:	Identify each MSA in Florida where you are currently offering a qualifying service without regard to whether you are offering the service using your own facilities, UNE-P, resale or in some other fashion.
Response:	See confidential response to Interrogatory No. 5, *supra*. Provided by: Jay Bradbury

Supplemental Response	MSAs in Florida where AT&T is currently offering a qualifying service are listed in Confidential Attachment 6a and Revised Confidential Attachments 6c and 12.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 25: Please state the total number of end user customers in the State of Florida to whom you only provide qualifying service.

Response AT&T incorporates its responses to Interrogatory No. 1. Subject to the foregoing, none.

Provided by: Jay Bradbury

Supplemental Response The total number of end user customers in Florida to whom AT&T provides qualifying service (local only) for AIO is:
**XXX Begin Confidential – Subject to Protective Order ---
End Confidential – Subject to Protective Order XXX**

Please refer to Confidential Attachment 25

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 26: For those end user customers to whom you provide qualifying service in the state of Florida, please state the average monthly revenues you receive from each end-user customer.

Objection: AT&T incorporates its objection to Interrogatory No. 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

Supplemental Response The average monthly revenue per end user customer per line which for which AT&T provides a qualifying service is **XXX Begin Confidential – Subject to Protective Order ---End Confidential – Subject to Protective Order XXX**

Please refer to Confidential Attachment 26

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 27:	For those end user customers to whom you only provide qualifying service in the State of Florida, please state the average number of lines that you provide each such end user customer.
Response	AT&T incorporates by reference its response to Interrogatory No. 1 as if fully set forth. Subject to the foregoing, and without waiving any objection, none Provided by: Jay Bradbury
Supplemental Response	**XXX Begin Confidential – Subject to Protective ---End Confidential – Subject to Protective Order XXX** Please refer to Confidential Attachment 26

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 28: Please state the total number of end user customers in the State of Florida to whom you provide only non-qualifying service.

Response AT&T incorporates by reference its response to Interrogatory No. 1 as if fully set forth herein. Subject to the foregoing, and without waiving any objection, AT&T will provide the total number of PIC'd long distance customers in Florida by supplemental response on or before November 24, 2003.

Provided by: Jay Bradbury

Supplemental Response By agreement of the parties, no supplemental information required.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 29:	For those end user customers to whom you only provide non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such customer.
Objection	AT&T incorporates its responses to Interrogatory No. 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.
Supplemental Response	By agreement of the parties, no supplemental information required.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 30: Please state the total number of end user customers in the State of Florida to whom you provide both qualifying and non-qualifying service:

Response AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, and without waiving any objection. AT&T currently in the process of obtaining this information and will supplement its response to this Interrogatory before November 24, 2003.

Supplemental Response Please refer to confidential Attachment 25.

XXX Begin Confidential – Subject to Protective Order ---
End Confidential – Subject to Protective Order XXX

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 31: For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average monthly revenues you receive from each such end user customer

Objection: AT&T incorporates its responses to Interrogatory No 15, *supra* and reiterates that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor*. As a result, discovery of AT&T financial information or business plans will not lead to the discovery of admissible evidence in this proceeding.

Supplemental Response **XXX Begin Confidential – Subject to Protective Order --- End Confidential – Subject to Protective Order XXX**

See Confidential Attachment 26

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 32:	For those end user customers to whom you provide qualifying and non-qualifying service in the State of Florida, please state the average number of lines that you provide each customer.
Response	AT&T has no information responsive to this request.
Supplemental Response	*Please refer to Response to Interrogatory Number 27.*

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 33: Please provide a breakdown of the total number of end user customers served by AT&T in Florida by class or type of end user customers (e.g., residential customers, small business customers, mass market customers, enterprise customers, or whatever type of classification that you use to classify your customers. For each such classification, and/or if you provide another type of classification, define and describe with specificity that classification so that it can be determined what kinds of customers you have in each classification.)

Response See responses to Interrogatory Nos. 6, 7, 11, and 12.

XXX Begin Confidential –Subject to Protective Order

XXX End confidential –Subject to Protective Order

Provided by: Mark Argenbright

Supplemental Response The total number of customers reported for AIO by provisioning type i.e. UNE-P and UNE-L may differ from the total number of customers reported in response to interrogatories 25 and 30 which provide customer counts by qualifying and non-qualifying service. The method used to determine the number of customers in the two instances is

different. Customers are counted only once at the state level (i.e. for local only or local/LD bundled for billing purposes). However, if a customer has three locations (3 different NPANXX) within the state, that customer may be counted three (3) times when we count the number of customers by NPANXX. This discrepancy is due to source data which AT&T internal systems are unable to resolve.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 40: How do you determine whether you will serve an individual customer's location with multiple DS0s or whether you are going to use a DS1 or larger transmission system? Provide a detailed description of the analysis you would undertake to resolve this issue, and identify the factors you would consider in making this type of decision.

Response AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

Supplemental Response: AT&T uses a variety of factors to determine the type of facilities it uses to serve a particular customer location. First, because of the operational and economic impairments relating to the use of UNE-L, AT&T primarily uses UNE-P to serve small business customers requiring multiple DS0 analog lines. Other criteria AT&T uses to determine the use of a DS1 facility include: (a) the costs of acquiring and providing the DS1-loop (including all NRCs) as compared to the costs of DS0 facilities: (2) the cost of providing digitization equipment (channel bank), and back up power at the customer location, including purchase price, installation and maintenance of the equipment; (3) the ability of AT&T to recover the equipment and other costs over the term of the customer's service.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 41: Is there a typical or average number of DSOs at which you would choose to serve a particular customer with a DS1 or larger transmission system? All other things being equal? If so, please describe that typical or average number and explain how that number was derived.

Response AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

Supplemental Response: The determination to use a DS1 facility is based on a case-by case analysis of the factors described in response to Interrogatory 40 above, and differs based on the underlying cost of facilities purchased from the ILEC and geographic differences in labor or other expenses.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 42: What additional equipment, if any, would be required (on the customer's side of the demarcation point rather than on the network side pf the demarcation point) to provide service to a customer with a DS1 rather than multiple DS0s? For instance, if a customer had 10 DSOs and you want to provide the customer with the same functionality using a DS1, would a D-4 channel bank, or a digital PBX be required in order to provide equivalent service to the end user that has 10 DS0s? If so, please provide the average cost of the equipment that would be required to provide that functional equivalency (that is, the channel bank, or the PBX or whatever would typically be required should you decide to serve the customer with a DS1 rather than multiple DS0s.)

Response: AT&T is currently in the process of compiling information responsive to this Interrogatory, and will supplement its response on or before November 24, 2003.

Supplemental Response: In order to utilize a DS1 facility to provision service to a customer utilizing CPE that is not compatible with digital service, AT&T must install additional equipment including a D4 channel bank (or its equivalent), a Data Service Unit/Channel Service Unit (DSU/CSU), and, if necessary to ensure continuous service, battery back up. To the extent the equipment does not include trouble sectionalization functionality, a smart jack/NID may also be required. AT&T is will supplement its Response to this Interrogatory as to the cost of equipment.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 43: What cost of capital do you use in evaluating whether to offer a qualifying service in a particular geographic market and how is that cost of capital determined?

Objection: AT&T incorporates its objections to Interrogatory No 15, *supra* and notes that the FCC's TRO specifically contemplates the consideration of financial and related information of an efficient "model" competitor and not that of AT&T or any other *particular competitor*.

Furthermore, it should be noted that the TRO mentions that one consideration of the economic impairment analysis is the cost of capital for the hypothetical "efficient entrant." Specifically, ¶520 of the TRO states that the state "must consider all factors affecting the costs faced by a competitor providing local exchange service to the mass market." See also, TRO at ¶520. Accordingly, AT&T's "cost of capital" used in evaluating whether to offer a qualifying service in a particular geographic market and the analysis in determining the cost of capital is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Supplemental Response: **XXX Begin Confidential Subject to the Protective Order -- - End Confidential - Subject to the Protective Order XXX**

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 44: With regard to the cost of capital you use in evaluating whether to provide a qualifying service in a particular geographic market, what are the individual components of that cost of capital, such as the debt-equity ratio, the cost of debt and the cost of equity?

Objection: AT&T incorporates its objections to Interrogatory No15, *supra* and notes that the FCC's *TRO* specifically contemplates the consideration of financial and related information of an *efficient "model" competitor* and not that of AT&T or any other *particular competitor.*

Furthermore, it should be noted that the TRO mentions that one consideration of the economic impairment analysis is the cost of capital for the hypothetical "efficient entrant." Specifically, ¶520 of the TRO states that the state "must consider all factors affecting the costs faced by a competitor providing local exchange service to the mass market." See also, TRO at ¶520. Accordingly, AT&T's "cost of capital" used in evaluating whether to offer a qualifying service in a particular geographic market and the analysis in determining the cost of capital is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

Supplemental Response **XXX Begin Confidential – Subject to Protective Order --- End Confidential – Subject to Protective Order XXX**

SUBMITTED this 24th day of November, 2003.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

AIO Customers Counts by State

(As of September 30, 2003)

State	September AIO Bundled Customers	September AIO Local Only Customers
Alabama		
Floirida		
Georgia		
North Carolina		
Tennessee		
TOTAL		

REDACTED

AIO Local Results for Journals September 2003 per Line

State	September # Lines per Lead Accounts	September # Lines per Customer Locations with Local		Total Local Revenue (w/o taxes)
Alabama				
Florida				
Georgia				
North Carolina				
Tennessee				
TOTAL- Average				

REDACTED

AT&T's Local Switches									
Switch Name	Market	Switch Clli	Street Address	City	State	Switch Type	Manufacturer	Installed T1 Capacity	% Utilization
Birmingham	Birmingham	BRHMALPODS0	2101 6th Ave. North	Birmingham	AL				
M1 Jacksonville	Jacksonville	JCVLFLGHDS0	5930 Richards Street	Jacksonville	FL				
Jacksonville	Jacksonville	JCVLFLCLDS6	424 N Pearl St.	Jacksonville	FL				
Miami-1	Miami	NMIAFLAYDS0	990 NE 125 St.	North Miami	FL				
Miami-3	Miami	OJUSFLTLDS3	460 NE 216 St.	Ojus	FL				
Miami-2	Miami	FTLDFLQVDS3	1340 NW 40th Ave.	Ft. Lauderdale	FL				

REDACTED

M1	Pompano Beach	Miami (Pompano Beach)	PMBHFLEDDS0	141 NW 16th Avenue	Pompano	FL					
	Orlando	Orlando	ORLEFLGVDS0	1151 North Keller Rd.	Orlando	FL					
	Tampa	Tampa	TAMOFLRYDS0	6015 Benjamin Rd.	Tampa	FL					
	Atlanta-1	Atlanta	NRCRGAISDS0	5060 Avalon Ridge Pkwy.	Norcross	GA					

REDACTED

	Atlanta-2	Atlanta	ATLNGATLDS7	51 Peachtree Ctr. Ave.	Atlanta	GA
M1	Stone Mountain (Atl.)	Atlanta	SNMTGAASDS0	4545 Stonegate Industrial Blvd.	Stone Mountain	GA
M1	Vinings (Atl.)	Atlanta	ATLAGAQWDS0	1900 Cumberland Parkway	Atlanta	GA
M1	(Ownership of KY Switch transferred to Comcast. AT&T leases cages and recovers costs from Comcast on per line basis)					KY
	Charlotte	Charlotte	CHRLNCNADS0	200 South College St.	Charlotte	NC
	Greensboro	Greensboro	GNBONCEUDS4	100 S. Eugene St.	Greensboro	NC
	Raleigh	Raleigh	RLGHNCMODS1	128 Hargett St.	Raleigh	NC

REDACTED

Chattanooga	Chattanooga	CHTGTNKVDS0	611 Chestnut St.	Chattanooga	TN				
Knoxville	Knoxville	KNVLTNBHDS0	900 South Gay St.	Knoxville	TN				
Nashville	Nashville	NSVLTN48DS0	49 Music Square West	Nashville	TN				

*OC-48 counts reported at building level. At least one OC-48 is installed in each on-net cage.

REDACTED

AT&T's On-Net and Off-Net Collocation Cages, by Switch									
		Address			V&H Coordinates				
CLLI	CLLI 3	Street	CO Name	State	V	H		# of OC48s	DLC Capacity Installed
		1715 6TH AVE N	BIRMINGHAM	AL					
		1715 6TH AVE N	BIRMINGHAM	AL					
		3201 RIDGLEY DR	BIRMINGHAM-CAHABA HE	AL					
		136 W OXMOOR ROAD	OXMOOR	AL					
		1890 DATA DRIVE	RIVERCHASE	AL					
		424 N PEARL ST	JACKSONVILLE	FL					
		424 N PEARL ST	JACKSONVILLE	FL					
		2048 HENDRICKS AV	JACKSONVILLE	FL					
		2048 HENDRICKS AV	JACKSONVILLE	FL					
		6234 OLD ST AUG RD	SAN JOSE	FL					
		115 ALHAMBRA CIR	ALHAMBRA	FL					
		115 ALHAMBRA CIR	ALHAMBRA	FL					
		45 NW 5TH ST	GRANDE	FL					
		45 NW 5TH ST	GRANDE	FL					
		1245 W 69TH ST	HIALEAH	FL					
		25 NAHKODA DR	POINCIANA	FL					
		9056 NW 41ST ST	PALMETTO	FL					
		5275 N W 36TH ST	MIAMI AIRPORT	FL					
		2301 SW 100TH AV	CANAL	FL					
		6100 SW 57 AVE	red road	FL					
		1155 SW 67TH AV	MIAMI WEST	FL					
		19251 NE 26 TH AV	NDAD-OLETA	FL					
		5140 CONGRESS AV	BOCA RATON	FL					
		5140 CONGRESS AV	BOCA RATON	FL					
		838 S DIXIE HWY	BOCA RATON	FL					
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL					
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL					
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL					
		10141 W BROWARD BLVD	FTLD JACARANDA	FL					
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL					
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL					
		4200 W OAKLAND PARK BLVD	OAKLAND	FL					
		4036 BRYAN BLVD	PLANTATION	FL					
		4036 BRYAN BLVD	PLANTATION	FL					
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL					
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL					
		1230 FEDERAL HWY	POMPANO BEACH	FL					
		1180 BANKS RD	MAGATE	FL					
		325 GARDENIA ST	MAIN ANNEX	FL					
		325 GARDENIA ST	MAIN ANNEX	FL					
		1500 N. HAVERHILL RD	HAVERHILL	FL					

REDACTED

1500 N. HAVERHILL RD	HAVERHILL	FL	
5140 CONGRESS AV	BOCA TEECA	FL	
838 S DIXIE HWY	RATON MAIN	FL	
780 S DEERFIELD AVE	DEERFIELD BEACH MAIN	FL	
68 N W 98TH AV	PEMBROKE PINES	FL	
250 SW 62ND AVE	WEST HOLLYWOOD	FL	
450 SANFORD AVE	ALTAMONTE SPRINGS XA	FL	
45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL	
45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL	
6621 S ORANGE AV	ORLD-PINECASTLE	FL	
4959 SANDLAKE RD	SAND LAKE	FL	
151 S NEW YORK AVE	WINTER PARK	FL	
7320 LK UNDERHILL RD	AZEALEA PARK	FL	
5120 SILVER STAR RD	PINE HILLS	FL	
501 W 9TH ST	SANFORD MAIN	FL	
4516-18 W NORTH A ST	Beach Park	FL	
1280 CLEVELAND ST	Clearwater	FL	
7502 W HILLSBOROUGH AVE	SWEETWATER	FL	
610 N MORGAN ST		FL	
3403 ORIENT RD	TAMPA-MAIN	FL	
610 E ZACK ST	Tampa EAX	FL	
3712 WALNUT ST	WESTSIDE	FL	
2487 E BAY DR	Pinellas	FL	
821 1ST AVE N	ST. PETERSBURG	FL	
7502 W HILLSBOROUGH AVE	SWEETWATER	FL	
525 N MAIN ST	ALPHARETTA-MAIN	GA	
525 N MAIN ST	ALPHARETTA MAIN	GA	
5375 CHMB DNWD RD	DUNWOODY	GA	
5375 CHMB DNWD RD	DUNWOODY	GA	
377 Killian Hill Rd		GA	
37 POWDER SPRINGS S	MARIETTA MAIN	GA	
37 POWDER SPRINGS S	MARIETTA MAIN	GA	
37 POWDER SPRINGS S	MARIETTA MAIN	GA	
5866 BUFORD HWY	norcross	GA	
5866 BUFORD HWY	norcross	GA	
60 OAK ST.	ROSWELL MAIN	GA	
1369 SPRING ST	SMYRNA	GA	
1369 SPRING ST	SMYRNA	GA	
1732 POWERS FERRY RD	POWER FERRY	GA	
1732 POWERS FERRY RD	POWER FERRY	GA	
2278 BROCKETT RD	TUCKER MAIN	GA	
2278 BROCKETT RD	TUCKER MAIN	GA	
3336 CHMB-DNWD RD	CHAMBLEE MAIN	GA	
1028 N GREEN ST	CONYERS-MAIN	GA	
3394 HOWELL ST	DULUTH	GA	

REDACTED

		330 OAK ST	LAWERENCVILLE MAIN	GA					
		5866 BUFORD HWY	norcross	GA					
		1732 POWERS FERRY RD	POWER FERRY	GA					
		3130 PEACHTREE RD	BUCKHEAD	GA					
		3130 PEACHTREE RD	BUCKHEAD	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		3065 S MAIN ST	EAST POINT	GA					
		3065 S MAIN ST	EAST POINT	GA					
		65 10TH ST	PEACHTREE PLACE	GA					
		65 10TH ST	PEACHTREE PLACE	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		2204 LAVISTA RD	TOCO HILLS	GA					
		2204 LAVISTA RD	TOCO HILLS	GA					
		3130 PEACHTREE RD	BUCKHEAD	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY					
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY					
		151 S MARTIN LUTHER KING BLVD	LEXINGTON	KY					
		4641 SOUTH BLVD	CHARLOTTE-SOUTH BLVD	NC					
		208 N CALDWELL ST	CHARLOTTE-CADWELL	NC					
		6240 DERITA RD	CHARLOTE DERITA	NC					
		6901 OLD REID RD	CHARLOTTE (REID)	NC					
		615 SHARON AMITY	SHARON AMITY	NC					
		9139 RESEARCH DR	CHAROLTTE-UNIVERSITY	NC					
		5220 CENTRAL AV	CENTRAL	NC					
		541 BRADFORD DR	CHARLOTTE THOMASBORO	NC					
		220 SOUTH ST	GASTONIA	NC					
		634 ASHLAND DR	GREENSBORO-ASHLAND	NC					
		100 S EUGENE ST	EUGENE	NC					
		629 W FIFTH ST	WINSTON SALEM-FIFTH	NC					
		317 E DAVIS ST	BURLINGTON	NC					
		4025 OLD VINEYARD	WINSTON-VINEYARD	NC					
		3219 GLEENWOOD AV	RALEIGH	NC					
		2111 NEW HOPE CH RD	RALEIGH	NC					
		121 W MORGAN ST	RALEIGH	NC					
		401 N ACADEMY ST	CARY RTP	NC					

REDACTED

		207 E ROSEMARY ST	CHAPELHILL	NC					
		4813 HOPSON RD	DURHAM	NC					
		104 HOLLOWAY ST	DURHAM	NC					
		2605 DUNCAN AV	DODDS	TN					
		300 E M L KING BLVD	NINETH STREET	TN					
		505 AIRPORT RD	CHATTANOOGA-BRAINERD	TN					
		410 MAGNOLIA AV	KNOXVILLE MAIN	TN					
		4605 LYONS VIEW RD	KNOXVILLE-BEARDEN	TN					
		1701 S WINSTON R	KNOXVILLE-WEST HILLS	TN					
		201 CHURCH 185 2AV N	Main and Toll	TN					
		201 CHURCH 185 2AV N	Main and Toll	TN					
		3203 HILLSIDE DR	SHARONDALE	TN					
		2224 ELLISTON PL	NASHVILLE-UNIVERSITY	TN					
		HIGH LEA DR	NASHVILLE-BRENTWOOD	TN					
		409 ELYSIAN FLD RD	CRIEVE HALL	TN					

REDACTED

AIO UNE-L

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
FTLDFLOVDS3								
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLBT		46018	SOUTHEAST FL GR-EA	5140 CONGRESS AVE	BOCA RATON	FL	33431
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432

REDACTED

BCRTFLMA	46018	GR-EA SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432
BCRTFLMA	46018	GR-EA SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432
BCRTFLMA	46018	GR-EA SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432
BCRTFLMA	46018	GR-EA SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432
BCRTFLMA	46018	GR-EA SOUTHEAST FL	838 S DIXIE HWY	BOCA RATON	FL	33432

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	BCRTFLMA		46018	SOUTHEAST FL GR-EA	838 S DIXIE HWY	BOCA RATON	FL	33432
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL G-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	DRBHFLMA		46017	SOUTHEAST FL GG-EA	780 S DEERFIELD AVE	DEERFIELD BEACH	FL	33441
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304

REDACTED

FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
FTLDFLCY	46017	GG-EA SOUTHEAST FL	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLCY		46017	SOUTHEAST FL GG-EA	5395 NW 14TH AVE	FORT LAUDERDALE	FL	33304
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLJA		46017	SOUTHEAST FL GG-EA	10141 W BROWARD BLVD	PLANTATION	FL	33324
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301

REDACTED

FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
FTLDFLMR	46017	GG-EA SOUTHEAST FL	211 NE 2ND ST	FORT LAUDERDALE	FL	33301

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLMR		46017	SOUTHEAST FL GG-EA	211 NE 2ND ST	FORT LAUDERDALE	FL	33301
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL GG-EA	4200 W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33308
	FTLDFLOA		46017	SOUTHEAST FL	4200 W OAKLAND PARK BLVD	LAUDERDALE	FL	33308

REDACTED

FTLDFLOA	46017	GG-EA SOUTHEAST FL	4200 W OAKLAND PARK BLVD	LAKES LAUDERDALE	FL	33308
FTLDFLOA	46017	GG-EA SOUTHEAST FL	4200 W OAKLAND PARK BLVD	LAKES LAUDERDALE	FL	33308
FTLDFLOA	46017	GG-EA SOUTHEAST FL	4200 W OAKLAND PARK BLVD	LAKES LAUDERDALE	FL	33308
FTLDFLPL	46017	GG-EA SOUTHEAST FL	4036 BRYAN BLVD	LAKES PLANTATION	FL	33317
FTLDFLPL	46017	GG-EA SOUTHEAST FL	4036 BRYAN BLVD	PLANTATION	FL	33317
FTLDFLPL	46017	GG-EA SOUTHEAST FL	4036 BRYAN BLVD	PLANTATION	FL	33317
FTLDFLPL	46017	GG-EA SOUTHEAST FL	4036 BRYAN BLVD	PLANTATION	FL	33317

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	FTLDFLPL		46017	SOUTHEAST FL GG-EA	4036 BRYAN BLVD	PLANTATION	FL	33317
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLMA		46017	SOUTHEAST FL GG-EA	715 N FEDERAL HWY	HOLLYWOOD	FL	33020
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024

REDACTED

HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
HLWDFLPE	46017	GG-EA SOUTHEAST FL	68 NW 98TH AVE	PEMBROKE PINES	FL	33024

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLPE		46017	SOUTHEAST FL GG-EA	68 NW 98TH AVE	PEMBROKE PINES	FL	33024
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL GG-EA	250 S 62ND AVE	HOLLYWOOD	FL	33023
	HLWDFLWH		46017	SOUTHEAST FL	250 S 62ND AVE	HOLLYWOOD	FL	33023

REDACTED

PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
PMBHFLFE	46017	GG-EA SOUTHEAST FL	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	PMBHFLJE		46017	SOUTHEAST FL GG-EA	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
	PMBHFLJE		46017	SOUTHEAST FL GG-EA	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
	PMBHFLJE		46017	SOUTHEAST FL GG-EA	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
	PMBHFLJE		46017	SOUTHEAST FL GG-EA	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
	PMBHFLJE		46017	SOUTHEAST FL GG-EA	1230 N FEDERAL HWY	POMPANO BEACH	FL	33062
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	PMBHFLMA		46017	SOUTHEAST FL GG-EA	1180 BANKS RD	COCONUT CREEK	FL	33063
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401

REDACTED

WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401
WPBHFLAN	46018	GR-EA SOUTHEAST FL	325 GARDENIA ST	WEST PALM BEACH	FL	33401

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLAN		46018	SOUTHEAST FL GR-EA	325 GARDENIA ST	WEST PALM BEACH	FL	33401
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
	WPBHFLHH		46018	SOUTHEAST FL GR-EA	1550 N HAVERHILL RD	WEST PALM BEACH	FL	33417
Summary for 'Switch CLLI = FTLDFLOVDS3 (233 detail records)								
Sum		*2302*						
JCVLFLCLDS6								
	JCVLFLCL		45204	JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202

REDACTED

JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
JCVLFLCL	45204	CL-EA JACKSONVIL FL	424 N PEARL ST	JACKSONVILLE	FL	32202
		CL-EA				

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLCL		45204	JACKSONVIL FL CL-EA	424 N PEARL ST	JACKSONVILLE	FL	32202
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSJ		45204	JACKSONVIL FL CL-EA	6234 ST AUGUSTINE RD	JACKSONVILLE	FL	32217
	JCVLFLSM		45204	JACKSONVIL FL CL-EA	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207
	JCVLFLSM		45204	JACKSONVIL FL CL-EA	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207
	JCVLFLSM		45204	JACKSONVIL FL CL-EA	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207
	JCVLFLSM		45204	JACKSONVIL FL CL-EA	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207
	JCVLFLSM		45204	JACKSONVIL FL CL-EA	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207
	JCVLFLSM		45204	JACKSONVIL FL	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207

REDACTED

CLEA

Summary for 'Switch CLLI' = JCVLFLCLDS6 (31 detail records)

Sum		*76*					
NMIAFLAYDS0							
	MIAMFLAE	46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE	46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE	46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE	46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
Summary for 'Switch CLLI' = NMIAFLAYDS0 (16 detail records)								
Sum		*383*						
OJUSFLTLDS3								
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
	MIAMFLAE		46017	SOUTHEAST FL GG-EA	115 ALHAMBRA CIR	CORAL GABLES	FL	33134

REDACTED

MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134
MIAMIFLAE	46017	GG-EA SOUTHEAST FL	115 ALHAMBRA CIR	CORAL GABLES	FL	33134

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	MIAMIFLAP		46017	SOUTHEAST FL GG-EA	5275 NW 36TH ST	MIAMI	FL	33166
	MIAMIFLAP		46017	SOUTHEAST FL GG-EA	5275 NW 36TH ST	MIAMI	FL	33166
	MIAMIFLAP		46017	SOUTHEAST FL GG-EA	5275 NW 36TH ST	MIAMI	FL	33166
	MIAMIFLAP		46017	SOUTHEAST FL GG-EA	5275 NW 36TH ST	MIAMI	FL	33166
	MIAMIFLAP		46017	SOUTHEAST FL GG-EA	5275 NW 36TH ST	MIAMI	FL	33166
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLCA		46017	SOUTHEAST FL GG-EA	2301 SW 100TH AVE	MIAMI	FL	33165
	MIAMIFLGR		46017	SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128

REDACTED

MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
MIAMIFLGR	46017	GG-EA SOUTHEAST FL	45 NW 5TH ST	MIAMI	FL	33128
		GG-EA				

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLGR		46017	SOUTHEAST FL GG-EA	45 NW 5TH ST	MIAMI	FL	33128
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHI		46017	SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014

REDACTED

MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014
MIAMI LHL	46017	GG-EA SOUTHEAST FL	1245 W 69TH ST	HIALEAH	FL	33014

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	MIAMFLHL		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHL		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHL		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHL		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLHL		46017	SOUTHEAST FL GG-EA	1245 W 69TH ST	HIALEAH	FL	33014
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPB		46017	SOUTHEAST FL GG-EA	25 NAHKODA DR	MIAMI SPRINGS	FL	33166
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMFLPL		46017	SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176

REDACTED

MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176
MIAMI FL	46017	GG-EA SOUTHEAST FL	9056 NW 41ST AV	MIAMI	FL	33176

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLPI		46017	SOUTHEAST FL GG-EA	9056 NW 41ST AV	MIAMI	FL	33176
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143
	MIAMIFLRR		46017	SOUTHEAST FL GG-EA	6100 SW 57TH AVE	MIAMI	FL	33143

REDACTED

MIAMIFLRR	46017	GG-EA SOUTHEAST FL	6100 SW 57TH AVE	MIAMI	FL	33143
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144
MIAMIFLWM	46017	GG-EA SOUTHEAST FL	1155 SW 67TH AVE	WEST MIAMI	FL	33144

REDACTED

Switch CLLI	*LSO*	*UNE-L Lines*	*LATA*	*LATA NAME*	*SW STREET*	*SW CITY*	*SW*	*SW ZIP*
	MIAMFLWM		46017	SOUTHEAST FL GG-EA	1155 SW 67TH AVE	WEST MIAMI	FL	33144
	MIAMFLWM		46017	SOUTHEAST FL GG-EA	1155 SW 67TH AVE	WEST MIAMI	FL	33144
	MIAMFLWM		46017	SOUTHEAST FL GG-EA	1155 SW 67TH AVE	WEST MIAMI	FL	33144
	MIAMFLWM		46017	SOUTHEAST FL GG-EA	1155 SW 67TH AVE	WEST MIAMI	FL	33144
	MIAMFLWM		46017	SOUTHEAST FL GG-EA	1155 SW 67TH AVE	WEST MIAMI	FL	33144
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
	NDADFLOL		46017	SOUTHEAST FL GG-EA	19251 NE 26TH AV	MIAMI	FL	33180
Summary for 'Switch CLLI' = OJUSFLTLDS3 (156 detail records)								
Sum		*2244*						
ORLEFLGVDS0								
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803

REDACTED

ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
ORLDELAP	45806	OR-EA ORLANDO FL	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLAP		45806	ORLANDO FL OR-EA	7320 LAKE UNDERHILL RD	ORLANDO	FL	32803
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801

REDACTED

ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32803
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801
ORLDFLMA	45806	OR-EA ORLANDO FL	45 N MAGNOLIA AVE	ORLANDO	FL	32801

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLMA		45806	ORLANDO FL OR-EA	45 N MAGNOLIA AVE	ORLANDO	FL	32801
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPC		45806	ORLANDO FL OR-EA	6621 S ORANGE AVE	ORLANDO	FL	32809
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808

REDACTED

ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808
ORLDELPH	45806	OR-EA ORLANDO FL	5120 SILVER STAR RD	ORLANDO	FL	32808

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLPH		45806	ORLANDO FL OR-EA	5120 SILVER STAR RD	ORLANDO	FL	32808
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	ORLDFLSA		45806	ORLANDO FL OR-EA	4959 W SAND LAKE RD	ORLANDO	FL	32809
	SNFRFLMA		45806	ORLANDO FL OR-EA	501 W 9TH ST	SANFORD	FL	32771
	SNFRFLMA		45806	ORLANDO FL OR-EA	501 W 9TH ST	SANFORD	FL	32771
	SNFRFLMA		45806	ORLANDO FL OR-EA	501 W 9TH ST	SANFORD	FL	32771
	SNFRFLMA		45806	ORLANDO FL OR-EA	501 W 9TH ST	SANFORD	FL	32771
	SNFRFLMA		45806	ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771

REDACTED

SNFRFLMA	45806	OR-EA ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771
SNFRFLMA	45806	OR-EA ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771
SNFRFLMA	45806	OR-EA ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771
SNFRFLMA	45806	OR-EA ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771
SNFRFLMA	45806	OR-EA ORLANDO FL	501 W 9TH ST	SANFORD	FL	32771

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
Summary for 'Switch CLLI' = ORLEFLGVDS0 (103 detail records)								
Sum		1081						
TAMQFLRYDS0								
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	BHPKFLXA	952	TAMPA FLORIDA	4516 W NORTH A ST	BEACH PARK	FL	33609
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	CLWRFLXA	952	TAMPA FLORIDA	1280 CLEVELAND ST	CLEARWATER	FL	34623
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	PNLSFLXA	952	TAMPA FLORIDA	2487 E BAY DR	PINELLAS	FL	34624
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SPBGFLXA	952	TAMPA FLORIDA	821 1ST AVE N	ST PETERSBURG	FL	33775
	SWHLFLXA	952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	SWTHFLXA		952	TAMPA FLORIDA	7502 W HILLSBOROUGH AVE	SWEETWATER CREEK	FL	33615
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXE		952	TAMPA FLORIDA	3403 ORIENT RD	TAMPA	FL	33603
	TAMPFLXX		952	TAMPA FLORIDA	610 E ZACK ST	TAMPA	FL	33603
	TAMPFLXX		952	TAMPA FLORIDA	610 E ZACK ST	TAMPA	FL	33603
	TAMPFLXX		952	TAMPA FLORIDA	610 E ZACK ST	TAMPA	FL	33603
	TAMPFLXX		952	TAMPA FLORIDA	610 E ZACK ST	TAMPA	FL	33603

REDACTED

TAMPFLXX	952	TAMPA FLORIDA	610 E ZACK ST	TAMPA	FL	33603
WSSDFLXA	952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607

REDACTED

Switch CLLI	LSO	UNE-L Lines	LATA	LATA NAME	SW STREET	SW CITY	SW	SW ZIP
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607
	WSSDFLXA		952	TAMPA FLORIDA	3712 WALNUT ST	WESTSIDE (PART OF TAMPA)	FL	33607

Summary for 'Switch CLLI' = TAMQFLRYDS0 (detail records)

Sum
Grand Total

REDACTED

Thursday, November 20, 2003

REDACTED

NPANXX	LSO8	Rate Center	City	State	UNE-P Lines
305207	MIAMFLCA	MIAMI	MIAMI	FL	
305220	MIAMFLCA	MIAMI	MIAMI	FL	
305221	MIAMFLCA	MIAMI	MIAMI	FL	
305222	MIAMFLCA	MIAMI	MIAMI	FL	
305223	MIAMFLCA	MIAMI	MIAMI	FL	
305225	MIAMFLCA	MIAMI	MIAMI	FL	
305226	MIAMFLCA	MIAMI	MIAMI	FL	
305227	MIAMFLCA	MIAMI	MIAMI	FL	
305228	MIAMFLCA	MIAMI	MIAMI	FL	
305229	MIAMFLCA	MIAMI	MIAMI	FL	
305231	MIAMFLHL	MIAMI	HIALEAH	FL	
305232	PRRNFLMA	PERRINE	MIAMI	FL	
305233	PRRNFLMA	PERRINE	MIAMI	FL	
305234	PRRNFLMA	PERRINE	MIAMI	FL	
305235	PRRNFLMA	PERRINE	MIAMI	FL	
305238	PRRNFLMA	PERRINE	MIAMI	FL	
305242	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL	
305245	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL	
305246	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL	
305247	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL	
305248	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL	
305249	NDADFLGG	NORTH DADE	MIAMI	FL	
305250	MIAMFLBA	MIAMI	MIAMI	FL	
305251	PRRNFLMA	PERRINE	MIAMI	FL	
305252	PRRNFLMA	PERRINE	MIAMI	FL	
305253	PRRNFLMA	PERRINE	MIAMI	FL	
305254	PRRNFLMA	PERRINE	MIAMI	FL	
305255	PRRNFLMA	PERRINE	MIAMI	FL	
305256	PRRNFLMA	PERRINE	MIAMI	FL	
305257	HMSTFLNA	HOMESTEAD	HOMESTEAD	FL	
305258	HMSTFLNA	HOMESTEAD	HOMESTEAD	FL	
305259	PRRNFLMA	PERRINE	MIAMI	FL	
305260	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305261	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305262	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305263	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305264	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305265	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305266	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305267	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305269	MIAMFLWM	MIAMI	WEST MIAMI	FL	
305270	MIAMFLSO	MIAMI	MIAMI	FL	
305271	MIAMFLSO	MIAMI	MIAMI	FL	
305273	MIAMFLSO	MIAMI	MIAMI	FL	
305274	MIAMFLSO	MIAMI	MIAMI	FL	
305275	MIAMFLSO	MIAMI	MIAMI	FL	
305278	PRRNFLMA	PERRINE	MIAMI	FL	

REDACTED

305279	MIAMFLSO	MIAMI	MIAMI	FL
305284	MIAMFLRR	MIAMI	MIAMI	FL
305285	MIAMFLBA	MIAMI	MIAMI	FL
305289	MRTHFLVE	KEYS	MARATHON	FL
305292	KYWSFLMA	KEYS	KEY WEST	FL
305293	KYWSFLMA	KEYS	KEY WEST	FL
305294	KYWSFLMA	KEYS	KEY WEST	FL
305295	KYWSFLMA	KEYS	KEY WEST	FL
305296	KYWSFLMA	KEYS	KEY WEST	FL
305324	MIAMFLME	MIAMI	MIAMI	FL
305325	MIAMFLME	MIAMI	MIAMI	FL
305326	MIAMFLME	MIAMI	MIAMI	FL
305329	MIAMFLGR	MIAMI	MIAMI	FL
305341	NDADFLGG	MIAMI	MIAMI	FL
305349	MIAMFLGR	MIAMI	MIAMI	FL
305354	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305358	MIAMFLGR	MIAMI	MIAMI	FL
305361	MIAMFLKE	MIAMI	KEY BISCAYNE	FL
305362	MIAMFLHL	MIAMI	HIALEAH	FL
305364	MIAMFLHL	MIAMI	HIALEAH	FL
305365	MIAMFLKE	MIAMI	KEY BISCAYNE	FL
305367	NKLRFLMA	KEYS	NORTH KEY LARGO	FL
305368	HILHFLEG	MIAMI	HIALEAH	FL
305371	MIAMFLGR	MIAMI	MIAMI	FL
305372	MIAMFLGR	MIAMI	MIAMI	FL
305373	MIAMFLGR	MIAMI	MIAMI	FL
305374	MIAMFLGR	MIAMI	MIAMI	FL
305375	MIAMFLGR	MIAMI	MIAMI	FL
305377	MIAMFLGR	MIAMI	MIAMI	FL
305378	PRRNFLMA	PERRINE	MIAMI	FL
305379	MIAMFLGR	MIAMI	MIAMI	FL
305380	MIAMFLWD	MIAMI	MIAMI	FL
305381	MIAMFLGR	MIAMI	MIAMI	FL
305382	MIAMFLWD	MIAMI	MIAMI	FL
305383	MIAMFLWD	MIAMI	MIAMI	FL
305385	MIAMFLWD	MIAMI	MIAMI	FL
305386	MIAMFLWD	MIAMI	MIAMI	FL
305387	MIAMFLWD	MIAMI	MIAMI	FL
305388	MIAMFLWD	MIAMI	MIAMI	FL
305392	MIAMFLPL	MIAMI	MIAMI	FL
305406	MIAMFLPL	MIAMI	MIAMI	FL
305408	MIAMFLWD	MIAMI	MIAMI	FL
305412	MIAMFLSO	MIAMI	MIAMI	FL
305416	MIAMFLGR	MIAMI	MIAMI	FL
305418	MIAMFLPL	MIAMI	MIAMI	FL
305428	NDADFLGG	MIAMI	MIAMI	FL
305430	NDADFLBR	NORTH DADE	MIAMI	FL
305436	MIAMFLPL	MIAMI	MIAMI	FL

REDACTED

305437	MIAMFLPL	MIAMI	MIAMI	FL
305438	MIAMFLBC	MIAMI	MIAMI	FL
305441	MIAMFLAE	MIAMI	CORAL GABLES	FL
305442	MIAMFLAE	MIAMI	CORAL GABLES	FL
305443	MIAMFLAE	MIAMI	CORAL GABLES	FL
305444	MIAMFLAE	MIAMI	CORAL GABLES	FL
305445	MIAMFLAE	MIAMI	CORAL GABLES	FL
305446	MIAMFLAE	MIAMI	CORAL GABLES	FL
305447	MIAMFLAE	MIAMI	CORAL GABLES	FL
305448	MIAMFLAE	MIAMI	CORAL GABLES	FL
305451	KYLRFLLS	KEYS	KEY LARGO	FL
305453	KYLRFLLS	KEYS	KEY LARGO	FL
305459	NDADFLGG	MIAMI	MIAMI	FL
305460	MIAMFLAE	MIAMI	CORAL GABLES	FL
305461	MIAMFLAE	MIAMI	CORAL GABLES	FL
305463	MIAMFLPL	MIAMI	MIAMI	FL
305466	NDADFLOL	NORTH DADE	MIAMI	FL
305468	MIAMFLPL	MIAMI	MIAMI	FL
305470	MIAMFLPL	MIAMI	MIAMI	FL
305471	MIAMFLPL	MIAMI	MIAMI	FL
305474	NDADFLBR	NORTH DADE	MIAMI	FL
305476	MIAMFLAE	MIAMI	CORAL GABLES	FL
305477	MIAMFLPL	MIAMI	MIAMI	FL
305480	MIAMFLCA	MIAMI	MIAMI	FL
305485	MIAMFLCA	MIAMI	MIAMI	FL
305487	MIAMFLCA	MIAMI	MIAMI	FL
305492	MIAMFLAP	MIAMI	MIAMI	FL
305493	NDADFLGG	NORTH DADE	MIAMI	FL
305499	MIAMFLPL	MIAMI	MIAMI	FL
305500	MIAMFLPL	MIAMI	MIAMI	FL
305512	MIAMFLHL	MIAMI	HIALEAH	FL
305513	MIAMFLPL	MIAMI	MIAMI	FL
305515	BGPIFLMA	KEYS	BIG PINE KEY	FL
305517	ISLMFLMA	KEYS	ISLAMORADA	FL
305523	MIAMFLGR	MIAMI	MIAMI	FL
305529	MIAMFLAE	MIAMI	CORAL GABLES	FL
305530	MIAMFLGR	MIAMI	MIAMI	FL
305531	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305532	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305533	MIAMFLGR	MIAMI	MIAMI	FL
305534	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305535	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305538	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305539	MIAMFLGR	MIAMI	MIAMI	FL
305541	MIAMFLFL	MIAMI	MIAMI	FL
305545	MIAMFLME	MIAMI	MIAMI	FL
305547	MIAMFLME	MIAMI	MIAMI	FL
305548	MIAMFLME	MIAMI	MIAMI	FL

REDACTED

305549	MIAMFLME	MIAMI	MIAMI	FL
305551	MIAMFLCA	MIAMI	MIAMI	FL
305552	MIAMFLCA	MIAMI	MIAMI	FL
305553	MIAMFLCA	MIAMI	MIAMI	FL
305554	MIAMFLCA	MIAMI	MIAMI	FL
305556	MIAMFLHL	MIAMI	HIALEAH	FL
305557	MIAMFLHL	MIAMI	HIALEAH	FL
305558	MIAMFLHL	MIAMI	HIALEAH	FL
305559	MIAMFLCA	MIAMI	MIAMI	FL
305560	MIAMFLME	MIAMI	MIAMI	FL
305567	MIAMFLAE	MIAMI	CORAL GABLES	FL
305569	MIAMFLAE	MIAMI	CORAL GABLES	FL
305571	MIAMFLBC	MIAMI	MIAMI	FL
305572	MIAMFLBC	MIAMI	MIAMI	FL
305573	MIAMFLBC	MIAMI	MIAMI	FL
305576	MIAMFLBC	MIAMI	MIAMI	FL
305577	MIAMFLGR	MIAMI	MIAMI	FL
305579	MIAMFLGR	MIAMI	MIAMI	FL
305591	MIAMFLPL	MIAMI	MIAMI	FL
305592	MIAMFLPL	MIAMI	MIAMI	FL
305593	MIAMFLPL	MIAMI	MIAMI	FL
305594	MIAMFLPL	MIAMI	MIAMI	FL
305595	MIAMFLSO	MIAMI	MIAMI	FL
305596	MIAMFLSO	MIAMI	MIAMI	FL
305597	MIAMFLPL	MIAMI	MIAMI	FL
305598	MIAMFLSO	MIAMI	MIAMI	FL
305599	MIAMFLPL	MIAMI	MIAMI	FL
305604	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305613	OJUSFLTL	MIAMI	OJUS	FL
305620	NDADFLBR	NORTH DADE	MIAMI	FL
305621	NDADFLBR	NORTH DADE	MIAMI	FL
305622	NDADFLBR	NORTH DADE	MIAMI	FL
305623	NDADFLBR	NORTH DADE	MIAMI	FL
305624	NDADFLBR	NORTH DADE	MIAMI	FL
305625	NDADFLBR	NORTH DADE	MIAMI	FL
305626	NDADFLBR	NORTH DADE	MIAMI	FL
305627	NDADFLBR	NORTH DADE	MIAMI	FL
305628	NDADFLBR	NORTH DADE	MIAMI	FL
305629	MIAMFLPL	MIAMI	MIAMI	FL
305630	MIAMFLSO	MIAMI	MIAMI	FL
305631	MIAMFLFL	MIAMI	MIAMI	FL
305633	MIAMFLAL	MIAMI	MIAMI	FL
305634	MIAMFLAL	MIAMI	MIAMI	FL
305635	MIAMFLAL	MIAMI	MIAMI	FL
305636	MIAMFLAL	MIAMI	MIAMI	FL
305637	MIAMFLAL	MIAMI	MIAMI	FL
305638	MIAMFLAL	MIAMI	MIAMI	FL
305639	MIAMFLPL	MIAMI	MIAMI	FL

REDACTED

305640	MIAMFLPL	MIAMI	MIAMI	FL
305642	MIAMFLFL	MIAMI	MIAMI	FL
305643	MIAMFLFL	MIAMI	MIAMI	FL
305644	MIAMFLFL	MIAMI	MIAMI	FL
305648	MIAMFLAE	MIAMI	CORAL GABLES	FL
305649	MIAMFLFL	MIAMI	MIAMI	FL
305650	NDADFLGG	NORTH DADE	MIAMI	FL
305651	NDADFLGG	NORTH DADE	MIAMI	FL
305652	NDADFLGG	NORTH DADE	MIAMI	FL
305653	NDADFLGG	NORTH DADE	MIAMI	FL
305654	NDADFLGG	NORTH DADE	MIAMI	FL
305655	NDADFLGG	NORTH DADE	MIAMI	FL
305661	MIAMFLRR	MIAMI	MIAMI	FL
305662	MIAMFLRR	MIAMI	MIAMI	FL
305663	MIAMFLRR	MIAMI	MIAMI	FL
305664	ISLMFLMA	KEYS	ISLAMORADA	FL
305665	MIAMFLRR	MIAMI	MIAMI	FL
305666	MIAMFLRR	MIAMI	MIAMI	FL
305667	MIAMFLRR	MIAMI	MIAMI	FL
305668	MIAMFLRR	MIAMI	MIAMI	FL
305669	MIAMFLRR	MIAMI	MIAMI	FL
305670	MIAMFLDB	MIAMI	MIAMI	FL
305672	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305673	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305674	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305681	MIAMFLOL	MIAMI	OPA LOCKA	FL
305682	NDADFLOL	NORTH DADE	MIAMI	FL
305685	MIAMFLOL	MIAMI	OPA LOCKA	FL
305687	MIAMFLOL	MIAMI	OPA LOCKA	FL
305688	MIAMFLOL	MIAMI	OPA LOCKA	FL
305690	NDADFLGG	NORTH DADE	MIAMI	FL
305691	MIAMFLNS	MIAMI	MIAMI	FL
305692	NDADFLOL	NORTH DADE	MIAMI	FL
305693	MIAMFLNS	MIAMI	MIAMI	FL
305694	MIAMFLNS	MIAMI	MIAMI	FL
305695	MIAMFLBR	MIAMI	MIAMI BEACH	FL
305696	MIAMFLNS	MIAMI	MIAMI	FL
305698	MIAMFLHL	MIAMI	HIALEAH	FL
305702	MIAMFLDA	MIAMI	MIAMI	FL
305705	NDADFLOL	NORTH DADE	MIAMI	FL
305715	MIAMFLPL	MIAMI	MIAMI	FL
305716	MIAMFLPL	MIAMI	MIAMI	FL
305717	MIAMFLPL	MIAMI	MIAMI	FL
305718	MIAMFLPL	MIAMI	MIAMI	FL
305740	MIAMFLRR	MIAMI	MIAMI	FL
305743	MRTHFLVE	KEYS	MARATHON	FL
305744	SGKYFLMA	KEYS	SUGARLOAF KEY	FL
305745	SGKYFLMA	KEYS	SUGARLOAF KEY	FL

REDACTED

305751	MIAMFLSH	MIAMI	MIAMI	FL
305752	MIAMFLWD	MIAMI	MIAMI	FL
305754	MIAMFLSH	MIAMI	MIAMI	FL
305755	MIAMFLGR	MIAMI	MIAMI	FL
305756	MIAMFLSH	MIAMI	MIAMI	FL
305757	MIAMFLSH	MIAMI	MIAMI	FL
305758	MIAMFLSH	MIAMI	MIAMI	FL
305759	MIAMFLSH	MIAMI	MIAMI	FL
305762	MIAMFLSH	MIAMI	MIAMI	FL
305769	MIAMFLOL	MIAMI	OPA LOCKA	FL
305770	NDADFLGG	NORTH DADE	MIAMI	FL
305774	MIAMFLAE	MIAMI	CORAL GABLES	FL
305792	NDADFLOL	NORTH DADE	MIAMI	FL
305805	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305817	MIAMFLHL	MIAMI	HIALEAH	FL
305818	MIAMFLHL	MIAMI	HIALEAH	FL
305819	MIAMFLHL	MIAMI	HIALEAH	FL
305820	MIAMFLHL	MIAMI	HIALEAH	FL
305821	MIAMFLHL	MIAMI	HIALEAH	FL
305822	MIAMFLHL	MIAMI	HIALEAH	FL
305823	MIAMFLHL	MIAMI	HIALEAH	FL
305824	MIAMFLHL	MIAMI	HIALEAH	FL
305825	MIAMFLHL	MIAMI	HIALEAH	FL
305826	MIAMFLHL	MIAMI	HIALEAH	FL
305827	MIAMFLHL	MIAMI	HIALEAH	FL
305828	MIAMFLHL	MIAMI	HIALEAH	FL
305829	MIAMFLHL	NORTH DADE	HIALEAH	FL
305835	MIAMFLNS	MIAMI	MIAMI	FL
305836	MIAMFLNS	MIAMI	MIAMI	FL
305852	KYLRFLMA	KEYS	ROCK HARBOR	FL
305853	KYLRFLMA	KEYS	ROCK HARBOR	FL
305854	MIAMFLBA	MIAMI	MIAMI	FL
305856	MIAMFLBA	MIAMI	MIAMI	FL
305857	MIAMFLBA	MIAMI	MIAMI	FL
305858	MIAMFLBA	MIAMI	MIAMI	FL
305859	MIAMFLBA	MIAMI	MIAMI	FL
305860	MIAMFLBA	MIAMI	MIAMI	FL
305861	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305863	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305864	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305865	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305866	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305867	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305868	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305870	MIAMFLAP	MIAMI	MIAMI	FL
305871	MIAMFLAP	MIAMI	MIAMI	FL
305872	BGPIFLMA	KEYS	BIG PINE KEY	FL
305876	MIAMFLAP	MIAMI	MIAMI	FL

REDACTED

305882	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305883	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305884	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305885	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305887	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305888	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305889	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
305891	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305892	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305893	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305895	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305899	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305913	NDADFLGG	MIAMI	MIAMI	FL
305919	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305931	NDADFLOL	NORTH DADE	MIAMI	FL
305932	NDADFLOL	NORTH DADE	MIAMI	FL
305933	NDADFLOL	NORTH DADE	MIAMI	FL
305935	NDADFLOL	NORTH DADE	MIAMI	FL
305936	NDADFLOL	NORTH DADE	MIAMI	FL
305937	NDADFLOL	NORTH DADE	MIAMI	FL
305940	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305944	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305945	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305947	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305948	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305949	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305953	MIAMFLOL	MIAMI	OPA LOCKA	FL
305956	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305957	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
305969	PRRNFLMA	PERRINE	MIAMI	FL
305971	PRRNFLMA	PERRINE	MIAMI	FL
305981	MIAMFLNM	MIAMI	NORTH MIAMI	FL
305993	MIAMFLIC	MIAMI	MIAMI BEACH	FL
305994	MIAMFLPL	MIAMI	MIAMI	FL
305995	MIAMFLGR	MIAMI	MIAMI	FL
305999	NDADFLGG	NORTH DADE	MIAMI	FL
321235	ORLDFLAP	ORLANDO	ORLANDO	FL
321242	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321253	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321254	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321255	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321259	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321264	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL
321267	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL
321268	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL
321269	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL
321383	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL
321385	TTVLFLMA	TITUSVILLE	TITUSVILLE	FL

REDACTED

321409	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321433	COCOFLMA	COCOA	COCOA	FL
321449	COCOFLME	COCOA	MERRITT ISLAND	FL
321452	COCOFLME	COCOA	MERRITT ISLAND	FL
321453	COCOFLME	COCOA	MERRITT ISLAND	FL
321454	COCOFLME	COCOA	MERRITT ISLAND	FL
321455	COCOFLME	COCOA	MERRITT ISLAND	FL
321456	COCOFLME	COCOA	MERRITT ISLAND	FL
321459	COCOFLME	COCOA	MERRITT ISLAND	FL
321504	COCOFLMA	COCOA	COCOA	FL
321631	COCOFLMA	COCOA	COCOA	FL
321632	COCOFLMA	COCOA	COCOA	FL
321633	COCOFLMA	COCOA	COCOA	FL
321634	COCOFLMA	COCOA	COCOA	FL
321635	COCOFLMA	COCOA	COCOA	FL
321636	COCOFLMA	COCOA	COCOA	FL
321637	COCOFLMA	COCOA	COCOA	FL
321638	COCOFLMA	COCOA	COCOA	FL
321639	COCOFLMA	COCOA	COCOA	FL
321674	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321676	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321690	COCOFLMA	COCOA	COCOA	FL
321722	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321723	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321724	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321725	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321726	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321727	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321728	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321729	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321733	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321751	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321752	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321757	EGLLFLBG	EAU GALLIE	MELBOURNE	FL
321768	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321773	EGLLFLIH	EAU GALLIE	EAU GALLIE	FL
321777	EGLLFLIH	EAU GALLIE	EAU GALLIE	FL
321779	EGLLFLIH	EAU GALLIE	EAU GALLIE	FL
321783	CCBHFLMA	COCOABEACH	COCOA BEACH	FL
321784	CCBHFLMA	COCOABEACH	COCOA BEACH	FL
321799	CCBHFLMA	COCOABEACH	COCOA BEACH	FL
321837	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321868	CCBHFLMA	COCOABEACH	COCOA BEACH	FL
321951	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321952	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321953	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321956	MLBRFLMA	MELBOURNE	MELBOURNE	FL
321984	MLBRFLMA	MELBOURNE	MELBOURNE	FL

REDACTED

352264	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352271	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352331	GSVLFLNW	GAINESVL	GAINESVILLE	FL
352332	GSVLFLNW	GAINESVL	GAINESVILLE	FL
352333	GSVLFLNW	GAINESVL	GAINESVILLE	FL
352335	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352336	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352337	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352338	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352344	INVRFLXA	INVERNESS	INVERNESS	FL
352367	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352371	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352372	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352373	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352374	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352375	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352376	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352377	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352378	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352379	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352380	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352381	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352384	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352395	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352447	YNTWFLMA	YANKEETOWN	YANKEETOWN	FL
352463	TRENFLMA	TRENTON	TRENTON	FL
352465	DNLNFLWM	DUNNELLON	DUNNELLON	FL
352466	MCNPFLMA	MICANOPY	MICANOPY	FL
352472	NWBYFLMA	NEWBERRY	NEWBERRY	FL
352473	KYHGFLMA	KEYSTN HTS	KEYSTONE HEIGHTS	FL
352486	BRSNFLMA	BRONSON	BRONSON	FL
352489	DNLNFLWM	DUNNELLON	DUNNELLON	FL
352490	CFLDFLMA	CHIEFLAND	CHIEFLAND	FL
352491	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352493	CFLDFLMA	CHIEFLAND	CHIEFLAND	FL
352498	CSCYFLBA	CROSS CITY	CROSS CITY	FL
352542	OLTWFLLN	OLD TOWN	OLD TOWN	FL
352543	CDKYFLMA	CEDAR KEYS	CEDAR KEY	FL
352592	WWSPFLHI	WEEKICHSPG	BROOKSVILLE	FL
352596	WWSPFLHI	WEEKICHSPG	BROOKSVILLE	FL
352597	WWSPFLHI	WEEKICHSPG	BROOKSVILLE	FL
352666	WWSPFLSH	WEEKICHSPG	SPRING HILL	FL
352683	WWSPFLSH	WEEKICHSPG	SPRING HILL	FL
352684	WWSPFLSH	WEEKICHSPG	SPRING HILL	FL
352686	WWSPFLSH	WEEKICHSPG	SPRING HILL	FL
352688	WWSPFLSH	WEEKICHSPG	SPRING HILL	FL
352692	GSVLFLMA	GAINESVL	GAINESVILLE	FL
352754	BKVLFLJF	BROOKSVL	BROOKSVILLE	FL

REDACTED

352796	BKVLFLJF	BROOKSVL	BROOKSVILLE	FL
352797	BKVLFLJF	BROOKSVL	BROOKSVILLE	FL
352799	BKVLFLJF	BROOKSVL	BROOKSVILLE	FL
352848	BKVLFLJF	BROOKSVL	BROOKSVILLE	FL
386226	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386238	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386239	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386248	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386252	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386253	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386254	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386255	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386257	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386258	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386274	DYBHFLFN	DAYTONABCH	DAYTONA BEACH	FL
386304	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386312	PLTKFLMA	PALATKA	PALATKA	FL
386322	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386323	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
386325	PLTKFLMA	PALATKA	PALATKA	FL
386326	PLTKFLMA	PALATKA	PALATKA	FL
386328	PLTKFLMA	PALATKA	PALATKA	FL
386329	PLTKFLMA	PALATKA	PALATKA	FL
386345	OKHLFLMA	OAK HILL	OAK HILL	FL
386409	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386423	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386424	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386426	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386427	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386428	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386437	BNNLFLMA	BUNNELL	BUNNELL	FL
386439	FLBHFLMA	FLAGLERBCH	FLAGLER BEACH	FL
386441	DYBHFLOS	DAYTONABCH	ORMOND BEACH	FL
386445	PLCSFLMA	PALM COAST	PALM COAST	FL
386446	PLCSFLMA	PALM COAST	PALM COAST	FL
386447	PLCSFLMA	PALM COAST	PALM COAST	FL
386467	WELKFLMA	WELAKA	WELAKA	FL
386478	NSBHFLMA	NWSMYRNBCH	NEW SMYRNA BEACH	FL
386517	FLBHFLMA	FLAGLERBCH	FLAGLER BEACH	FL
386574	DBRYFLDL	DEBARY	DELTONA	FL
386575	DBRYFLDL	DEBARY	DELTONA	FL
386586	BNNLFLMA	BUNNELL	BUNNELL	FL
386615	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL
386668	DBRYFLMA	DEBARY	DEBARY	FL
386671	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL
386672	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL
386673	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL
386676	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL

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386677	DYBHFLOB	DAYTONABCH	ORMOND BEACH	FL
386719	LKCYFLMA	LAKE CITY	LAKE CITY	FL
386734	DELDFLMA	DELAND	DE LAND	FL
386736	DELDFLMA	DELAND	DE LAND	FL
386738	DELDFLMA	DELAND	DE LAND	FL
386740	DELDFLMA	DELAND	DE LAND	FL
386749	PRSNFLFD	PIERSON	PIERSON	FL
386752	LKCYFLMA	LAKE CITY	LAKE CITY	FL
386753	DBRYFLMA	DEBARY	DEBARY	FL
386754	LKCYFLMA	LAKE CITY	LAKE CITY	FL
386755	LKCYFLMA	LAKE CITY	LAKE CITY	FL
386756	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386758	LKCYFLMA	LAKE CITY	LAKE CITY	FL
386760	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386761	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386763	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386767	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386785	DELDFLMA	DELAND	DE LAND	FL
386788	DYBHFLPO	DAYTONABCH	DAYTONA BEACH	FL
386822	DELDFLMA	DELAND	DE LAND	FL
386860	DBRYFLDL	DEBARY	DELTONA	FL
386943	DELDFLMA	DELAND	DE LAND	FL
386947	DYBHFLMA	DAYTONABCH	DAYTONA BEACH	FL
407207	ORLDFLAP	ORLANDO	ORLANDO	FL
407208	ORLDFLAP	ORLANDO	ORLANDO	FL
407226	ORLDFLSA	ORLANDO	ORLANDO	FL
407228	ORLDFLCL	ORLANDO	ORLANDO	FL
407240	ORLDFLPC	ORLANDO	ORLANDO	FL
407241	ORLEFLGV	ORLANDO	ORLANDO	FL
407243	ORLDFLAP	ORLANDO	ORLANDO	FL
407244	ORLDFLMA	ORLANDO	ORLANDO	FL
407245	ORLDFLMA	ORLANDO	ORLANDO	FL
407246	ORLDFLMA	ORLANDO	ORLANDO	FL
407248	ORLDFLSA	ORLANDO	ORLANDO	FL
407249	ORLDFLAP	ORLANDO	ORLANDO	FL
407251	ORLDFLPC	ORLANDO	ORLANDO	FL
407253	ORLDFLPH	ORLANDO	ORLANDO	FL
407254	ORLDFLMA	ORLANDO	ORLANDO	FL
407264	ORLDFLSA	ORLANDO	ORLANDO	FL
407268	LKMRFLHE	SANFORD	LAKE MARY	FL
407273	ORLDFLAP	ORLANDO	ORLANDO	FL
407275	ORLDFLAP	ORLANDO	ORLANDO	FL
407277	ORLDFLAP	ORLANDO	ORLANDO	FL
407281	ORLDFLAP	ORLANDO	ORLANDO	FL
407282	ORLDFLAP	ORLANDO	ORLANDO	FL
407290	ORLDFLPH	ORLANDO	ORLANDO	FL
407291	ORLDFLPH	ORLANDO	ORLANDO	FL
407292	ORLDFLPH	ORLANDO	ORLANDO	FL

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407293	ORLDFLPH	ORLANDO	ORLANDO	FL
407294	ORLDFLPH	ORLANDO	ORLANDO	FL
407295	ORLDFLPH	ORLANDO	ORLANDO	FL
407296	ORLDFLPH	ORLANDO	ORLANDO	FL
407297	ORLDFLPH	ORLANDO	ORLANDO	FL
407298	ORLDFLPH	ORLANDO	ORLANDO	FL
407299	ORLDFLPH	ORLANDO	ORLANDO	FL
407302	SNFRFLMA	SANFORD	SANFORD	FL
407306	ORLDFLAP	ORLANDO	ORLANDO	FL
407316	ORLDFLMA	ORLANDO	ORLANDO	FL
407317	ORLDFLMA	ORLANDO	ORLANDO	FL
407320	SNFRFLMA	SANFORD	SANFORD	FL
407321	SNFRFLMA	SANFORD	SANFORD	FL
407322	SNFRFLMA	SANFORD	SANFORD	FL
407323	SNFRFLMA	SANFORD	SANFORD	FL
407324	SNFRFLMA	SANFORD	SANFORD	FL
407327	SNFRFLMA	OVIEDO	SANFORD	FL
407328	SNFRFLMA	SANFORD	SANFORD	FL
407330	SNFRFLMA	SANFORD	SANFORD	FL
407333	LKMRFLHE	SANFORD	LAKE MARY	FL
407341	ORLDFLMA	ORLANDO	ORLANDO	FL
407345	ORLDFLSA	ORLANDO	ORLANDO	FL
407349	GENVFLMA	GENEVA	GENEVA	FL
407351	ORLDFLSA	ORLANDO	ORLANDO	FL
407352	ORLDFLSA	ORLANDO	ORLANDO	FL
407354	ORLDFLSA	ORLANDO	ORLANDO	FL
407355	ORLDFLSA	ORLANDO	ORLANDO	FL
407359	OVIDFLCA	OVIEDO	OVIEDO	FL
407363	ORLDFLSA	ORLANDO	ORLANDO	FL
407365	OVIDFLCA	OVIEDO	OVIEDO	FL
407366	OVIDFLCA	OVIEDO	OVIEDO	FL
407370	ORLDFLSA	ORLANDO	ORLANDO	FL
407380	ORLDFLAP	ORLANDO	ORLANDO	FL
407381	ORLDFLAP	ORLANDO	ORLANDO	FL
407382	ORLDFLAP	ORLANDO	ORLANDO	FL
407384	ORLDFLAP	ORLANDO	ORLANDO	FL
407418	ORLDFLMA	ORLANDO	ORLANDO	FL
407420	ORLDFLMA	ORLANDO	ORLANDO	FL
407422	ORLDFLMA	ORLANDO	ORLANDO	FL
407423	ORLDFLMA	ORLANDO	ORLANDO	FL
407425	ORLDFLMA	ORLANDO	ORLANDO	FL
407426	ORLDFLMA	ORLANDO	ORLANDO	FL
407428	ORLDFLMA	ORLANDO	ORLANDO	FL
407438	ORLDFLPC	ORLANDO	ORLANDO	FL
407444	LKMRFLHE	SANFORD	LAKE MARY	FL
407445	ORLDFLPH	ORLANDO	ORLANDO	FL
407481	ORLDFLMA	ORLANDO	ORLANDO	FL
407482	ORLDFLAP	ORLANDO	ORLANDO	FL

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407521	ORLDFLPH	ORLANDO	ORLANDO	FL
407522	ORLDFLPH	ORLANDO	ORLANDO	FL
407523	ORLDFLPH	ORLANDO	ORLANDO	FL
407532	ORLDFLPH	ORLANDO	ORLANDO	FL
407540	ORLDFLMA	ORLANDO	ORLANDO	FL
407562	ORLEFLGV	SANFORD	ORLANDO	FL
407563	ORLEFLGV	ORLANDO	ORLANDO	FL
407578	ORLDFLPH	ORLANDO	ORLANDO	FL
407579	LKMRFLMF	ORLANDO	LAKE MARY	FL
407582	ORLDFLPC	ORLANDO	ORLANDO	FL
407648	ORLDFLMA	ORLANDO	ORLANDO	FL
407649	ORLDFLMA	ORLANDO	ORLANDO	FL
407650	ORLDFLMA	ORLANDO	ORLANDO	FL
407658	ORLDFLAP	ORLANDO	ORLANDO	FL
407688	SNFRFLMA	SANFORD	SANFORD	FL
407736	ORLDFLAP	ORLANDO	ORLANDO	FL
407737	ORLDFLAP	ORLANDO	ORLANDO	FL
407771	LKMRFLHE	SANFORD	LAKE MARY	FL
407804	LKMRFLHE	SANFORD	LAKE MARY	FL
407805	LKMRFLHE	SANFORD	LAKE MARY	FL
407812	ORLDFLPC	ORLANDO	ORLANDO	FL
407816	ORLDFLPC	ORLANDO	ORLANDO	FL
407822	ORLDFLPH	ORLANDO	ORLANDO	FL
407823	ORLDFLAP	ORLANDO	ORLANDO	FL
407825	ORLDFLPC	ORLANDO	ORLANDO	FL
407826	ORLDFLPC	ORLANDO	ORLANDO	FL
407829	LKMRFLHE	SANFORD	LAKE MARY	FL
407833	LKMRFLHE	SANFORD	LAKE MARY	FL
407835	ORLDFLMA	ORLANDO	ORLANDO	FL
407839	ORLDFLMA	ORLANDO	ORLANDO	FL
407841	ORLDFLMA	ORLANDO	ORLANDO	FL
407843	ORLDFLMA	ORLANDO	ORLANDO	FL
407849	ORLDFLMA	ORLANDO	ORLANDO	FL
407850	ORLDFLPC	ORLANDO	ORLANDO	FL
407851	ORLDFLPC	ORLANDO	ORLANDO	FL
407852	ORLDFLPC	ORLANDO	ORLANDO	FL
407854	ORLDFLPC	ORLANDO	ORLANDO	FL
407855	ORLDFLPC	ORLANDO	ORLANDO	FL
407856	ORLDFLPC	ORLANDO	ORLANDO	FL
407857	ORLDFLPC	ORLANDO	ORLANDO	FL
407858	ORLDFLPC	ORLANDO	ORLANDO	FL
407859	ORLDFLPC	ORLANDO	ORLANDO	FL
407872	ORLDFLMA	ORLANDO	ORLANDO	FL
407888	ORLDFLPC	ORLANDO	ORLANDO	FL
407893	ORLDFLCL	ORLANDO	ORLANDO	FL
407894	ORLDFLCL	ORLANDO	ORLANDO	FL
407895	ORLDFLCL	ORLANDO	ORLANDO	FL
407896	ORLDFLCL	ORLANDO	ORLANDO	FL

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407897	ORLDFLCL	ORLANDO	ORLANDO	FL
407898	ORLDFLCL	ORLANDO	ORLANDO	FL
407903	ORLDFLSA	ORLANDO	ORLANDO	FL
407916	ORLDFLCL	WINTERPARK	ORLANDO	FL
407971	OVIDFLCA	OVIEDO	OVIEDO	FL
407977	OVIDFLCA	OVIEDO	OVIEDO	FL
407999	ORLDFLMA	ORLANDO	ORLANDO	FL
561204	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561207	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561218	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561226	WPBHFLGR	BOCA RATON	PALM BEACH GARDENS	FL
561227	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561241	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561242	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561243	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561265	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561266	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561272	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561273	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561274	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561276	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561278	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561279	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561304	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561322	WPBHFLGR	BOCA RATON	PALM BEACH GARDENS	FL
561330	DLBHFLMA	DELRAY BCH	DELRAY BEACH	FL
561333	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561338	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561347	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561357	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561361	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561362	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561364	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561366	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561367	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561368	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561369	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561374	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561375	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561381	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561383	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561391	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561392	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561393	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561394	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561395	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561416	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561417	BCRTFLMA	BOCA RATON	BOCA RATON	FL

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561432	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561433	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561434	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561439	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561443	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561447	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561451	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561470	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561471	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561477	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561478	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561479	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561482	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561483	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561487	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561488	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561493	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561494	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561495	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561496	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561498	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561499	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561514	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561533	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561540	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561547	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561558	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561575	JPTRFLMA	JUPITER	JUPITER	FL
561582	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561585	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561586	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561588	WPBHFLLE	WPALMBEACH	LAKE WORTH	FL
561615	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561616	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561620	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561622	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561624	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561625	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561626	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561627	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561630	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561637	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561638	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561640	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561641	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561642	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561649	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561650	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL

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561653	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561655	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561656	MIANFLYI	WPALMBEACH	MIAMI	FL
561659	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561682	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561683	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561684	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561686	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561687	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561688	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561689	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561691	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561694	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561697	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561712	WPBHFLHH	WPALMBEACH	WEST PALM BEACH	FL
561731	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561732	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561733	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561734	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561735	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561736	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561737	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561738	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561739	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561740	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561741	JPTRFLMA	JUPITER	JUPITER	FL
561742	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561743	JPTRFLMA	JUPITER	JUPITER	FL
561744	JPTRFLMA	JUPITER	JUPITER	FL
561745	JPTRFLMA	JUPITER	JUPITER	FL
561746	JPTRFLMA	JUPITER	JUPITER	FL
561747	JPTRFLMA	JUPITER	JUPITER	FL
561748	JPTRFLMA	JUPITER	JUPITER	FL
561750	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561752	BYBHFLMA	BOYNTONBCH	BOYNTON BEACH	FL
561753	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561775	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561776	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561784	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561790	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561791	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561792	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561793	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561795	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561798	WPBHFLRP	WPALMBEACH	ROYAL PALM BEACH	FL
561799	WPBHFLGR	WPALMBEACH	PALM BEACH GARDENS	FL
561802	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561804	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL

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561805	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561820	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561822	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561832	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561833	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561835	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561837	WPBHFLAN	WPALMBEACH	WEST PALM BEACH	FL
561840	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561841	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561842	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561844	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561845	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561848	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561852	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561863	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561865	DLBHFLKP	DELRAY BCH	DELRAY BEACH	FL
561868	MIANFLYI	WPALMBEACH	MIAMI	FL
561881	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561882	WPBHFLRB	WPALMBEACH	RIVERIA BEACH	FL
561883	BCRTFLSA	BOCA RATON	BOCA RATON	FL
561893	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561912	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561924	PAHKFLMA	PAHOKEE	PAHOKEE	FL
561955	BCRTFLMA	BOCA RATON	BOCA RATON	FL
561963	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561964	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561965	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561966	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561967	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561968	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561969	WPBHFLGA	WPALMBEACH	LAKE WORTH	FL
561988	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561989	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561992	BLGLFLMA	BELLEGLADE	BELLE GLADE	FL
561993	BLGLFLMA	BELLEGLADE	BELLE GLADE	FL
561994	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561995	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561996	BLGLFLMA	BELLEGLADE	BELLE GLADE	FL
561997	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561998	BCRTFLBT	BOCA RATON	BOCA RATON	FL
561999	BCRTFLBT	BOCA RATON	BOCA RATON	FL
727298	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727319	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727323	SKWYFLXA	STPETERSBG	SKYWAY	FL
727327	SKWYFLXA	STPETERSBG	SKYWAY	FL
727328	SKWYFLXA	STPETERSBG	SKYWAY	FL
727341	PSDNFLXA	STPETERSBG	PASADENA	FL
727343	PSDNFLXA	STPETERSBG	PASADENA	FL

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727345	PSDNFLXA	STPETERSBG	PASADENA	FL
727347	PSDNFLXA	STPETERSBG	PASADENA	FL
727360	SGBEFLXA	STPETERSBG	SOUTH GULF BEACH	FL
727363	SGBEFLXA	STPETERSBG	SOUTH GULF BEACH	FL
727367	SGBEFLXA	STPETERSBG	SOUTH GULF BEACH	FL
727372	SNSPFLXA	NWPTRICHEY	SEVEN SPRINGS	FL
727376	SNSPFLXA	NWPTRICHEY	SEVEN SPRINGS	FL
727381	PSDNFLXA	STPETERSBG	PASADENA	FL
727391	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727392	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727393	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727394	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727395	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727397	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727398	NGBHFLXA	STPETERSBG	NORTH GULF BEACH	FL
727442	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727443	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727446	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727447	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727449	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727461	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727467	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727469	CLWRFLXA	CLEARWATER	CLEARWATER	FL
727518	LRGOFLXA	CLEARWATER	LARGO	FL
727520	LLMNFLXA	STPETERSBG	LEALMAN	FL
727521	LLMNFLXA	STPETERSBG	LEALMAN	FL
727522	LLMNFLXA	STPETERSBG	LEALMAN	FL
727524	PNLSFLXA	CLEARWATER	PINELLAS	FL
727525	LLMNFLXA	STPETERSBG	LEALMAN	FL
727526	LLMNFLXA	STPETERSBG	LEALMAN	FL
727527	LLMNFLXA	STPETERSBG	LEALMAN	FL
727528	LLMNFLXA	STPETERSBG	LEALMAN	FL
727531	PNLSFLXA	CLEARWATER	PINELLAS	FL
727535	PNLSFLXA	CLEARWATER	PINELLAS	FL
727536	PNLSFLXA	CLEARWATER	PINELLAS	FL
727538	PNLSFLXA	CLEARWATER	PINELLAS	FL
727539	PNLSFLXA	CLEARWATER	PINELLAS	FL
727540	FHSDFLXA	STPETERSBG	FEATHER SOUND	FL
727541	BAYUFLXA	STPETERSBG	BAYOU	FL
727544	BAYUFLXA	STPETERSBG	BAYOU	FL
727545	BAYUFLXA	STPETERSBG	BAYOU	FL
727546	BAYUFLXA	STPETERSBG	BAYOU	FL
727547	BAYUFLXA	STPETERSBG	BAYOU	FL
727548	BAYUFLXA	STPETERSBG	BAYOU	FL
727556	FHSDFLXA	STPETERSBG	FEATHER SOUND	FL
727572	FHSDFLXA	STPETERSBG	FEATHER SOUND	FL
727573	FHSDFLXA	STPETERSBG	FEATHER SOUND	FL
727576	GNDYFLXA	STPETERSBG	GANDY	FL

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727578	GNDYFLXA	STPETERSBG	GANDY	FL
727581	LRGOFLXA	CLEARWATER	LARGO	FL
727584	LRGOFLXA	CLEARWATER	LARGO	FL
727585	LRGOFLXA	CLEARWATER	LARGO	FL
727586	LRGOFLXA	CLEARWATER	LARGO	FL
727587	LRGOFLXA	CLEARWATER	LARGO	FL
727592	FHSDFLXA	STPETERSBG	FEATHER SOUND	FL
727593	INRKFLXX	CLEARWATER	INDIAN ROCKS (BEACH)	FL
727595	INRKFLXX	CLEARWATER	INDIAN ROCKS (BEACH)	FL
727596	INRKFLXX	CLEARWATER	INDIAN ROCKS (BEACH)	FL
727669	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727723	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727725	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727726	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727733	DNDNFLXA	CLEARWATER	DUNEDIN	FL
727734	DNDNFLXA	CLEARWATER	DUNEDIN	FL
727736	DNDNFLXA	CLEARWATER	DUNEDIN	FL
727738	DNDNFLXA	CLEARWATER	DUNEDIN	FL
727768	BAYUFLXA	STPETERSBG	BAYOU	FL
727771	STGRFLXA	CLEARWATER	ST GEORGE	FL
727781	STGRFLXA	CLEARWATER	ST GEORGE	FL
727784	STGRFLXA	CLEARWATER	ST GEORGE	FL
727785	STGRFLXA	CLEARWATER	ST GEORGE	FL
727787	STGRFLXA	CLEARWATER	ST GEORGE	FL
727789	STGRFLXA	CLEARWATER	ST GEORGE	FL
727791	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727796	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727797	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727799	CNSDFLXA	CLEARWATER	COUNTRYSIDE	FL
727815	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727821	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727822	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727823	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727841	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727842	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727843	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727844	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727845	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727846	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727847	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727848	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727849	NPRCFLXA	NWPTRICHEY	NEW PORT RICHEY	FL
727856	MNLKFLXA	HUDSON	MOON LAKE	FL
727862	HDSNFLXA	HUDSON	HUDSON	FL
727863	HDSNFLXA	HUDSON	HUDSON	FL
727864	SPBGFLXS	STPETERSBG	ST PETERSBURG	FL
727867	SPBGFLXS	STPETERSBG	ST PETERSBURG	FL
727868	HDSNFLXA	HUDSON	HUDSON	FL

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727869	HDSNFLXA	HUDSON	HUDSON	FL
727895	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727896	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727898	SPBGFLXA	STPETERSBG	ST PETERSBURG	FL
727934	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
727938	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
727939	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
727942	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
727943	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
727945	TRSPFLXA	TARPON SPG	TARPON SPRINGS	FL
772219	STRTFLMA	STUART	STUART	FL
772220	STRTFLMA	STUART	STUART	FL
772221	STRTFLMA	STUART	STUART	FL
772223	STRTFLMA	STUART	STUART	FL
772225	HTISFLMA	JENSEN BCH	JENSEN BEACH	FL
772229	HTISFLMA	PTST LUCIE	JENSEN BEACH	FL
772231	VRBHFLBE	VERO BEACH	VERO BEACH	FL
772232	HTISFLMA	JENSEN BCH	JENSEN BEACH	FL
772234	VRBHFLBE	VERO BEACH	VERO BEACH	FL
772283	STRTFLMA	STUART	STUART	FL
772286	STRTFLMA	STUART	STUART	FL
772287	STRTFLMA	STUART	STUART	FL
772288	STRTFLMA	STUART	STUART	FL
772299	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772334	HTISFLMA	JENSEN BCH	JENSEN BEACH	FL
772335	PTSLFLSO	PTST LUCIE	PORT ST LUCIE	FL
772336	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772337	PTSLFLSO	PTST LUCIE	PORT ST LUCIE	FL
772340	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772343	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772344	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772388	SBSTFLMA	SEBASTIAN	SEBASTIAN	FL
772398	PTSLFLSO	PTST LUCIE	PORT ST LUCIE	FL
772429	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772460	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772461	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772462	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772463	STRTFLMA	STUART	STUART	FL
772464	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772465	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772466	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772467	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772468	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772489	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772492	VRBHFLBE	VERO BEACH	VERO BEACH	FL
772545	HBSDFLMA	HOBE SOUND	HOBE SOUND	FL
772546	HBSDFLMA	HOBE SOUND	HOBE SOUND	FL
772562	VRBHFLMA	VERO BEACH	VERO BEACH	FL

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772563	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772564	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772567	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772569	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772571	SBSTFLFE	SEBASTIAN	FELLSMORE	FL
772581	SBSTFLMA	SEBASTIAN	SEBASTIAN	FL
772589	SBSTFLMA	SEBASTIAN	SEBASTIAN	FL
772595	FTPRFLMA	FORTPIERCE	FT PIERCE	FL
772663	MICCFLBB	SEBASTIAN	MICCO	FL
772664	MICCFLBB	SEBASTIAN	MICCO	FL
772692	STRTFLMA	JENSEN BCH	STUART	FL
772770	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772778	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772781	STRTFLMA	STUART	STUART	FL
772785	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772794	VRBHFLMA	VERO BEACH	VERO BEACH	FL
772871	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772873	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772878	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772879	PTSLFLMA	PTST LUCIE	PORT SAINT LUCIE	FL
772978	VRBHFLMA	VERO BEACH	VERO BEACH	FL
786242	PRRNFLMA	PERRINE	MIAMI	FL
786243	HMSTFLHM	HOMESTEAD	HOMESTEAD	FL
786263	MIAMFLSO	MIAMI	MIAMI	FL
786265	MIAMFLAP	MIAMI	MIAMI	FL
786268	MIAMFLRR	MIAMI	MIAMI	FL
786274	NDADFLAC	NORTH DADE	NORTH MIAMI BEACH	FL
786275	MIAMFLWM	MIAMI	WEST MIAMI	FL
786276	MIAMFLBR	MIAMI	MIAMI BEACH	FL
786293	PRRNFLMA	PERRINE	MIAMI	FL
786314	MIAMFLBA	MIAMI	MIAMI	FL
786316	MIAMFLGR	MIAMI	MIAMI	FL
786318	MIAMFLNS	MIAMI	MIAMI	FL
786331	MIAMFLPL	MIAMI	MIAMI	FL
786336	MIAMFLPL	MIAMI	MIAMI	FL
786337	MIAMFLPB	MIAMI	MIAMI SPRINGS	FL
786388	MIAMFLWM	MIAMI	WEST MIAMI	FL
786413	MIAMFLOL	MIAMI	OPA LOCKA	FL
786425	MIAMFLGR	MIAMI	MIAMI	FL
786573	PRRNFLMA	PERRINE	MIAMI	FL
786594	FTLDFLWA	MIAMI	FORT LAUDERDALE	FL
786777	MIAMFLGR	MIAMI	MIAMI	FL
786845	MIAMFLPL	MIAMI	MIAMI	FL
813209	TAMPFLXX	TAMPACEN	TAMPA	FL
813223	TAMPFLXX	TAMPACEN	TAMPA	FL
813226	TAMPFLXX	TAMPACEN	TAMPA	FL
813228	TAMPFLXX	TAMPACEN	TAMPA	FL
813229	TAMPFLXX	TAMPACEN	TAMPA	FL

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813231	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813232	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813234	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813235	LNLKFLXA	TAMPANTH	LAND O LAKES	FL
813236	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813237	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813238	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813239	SMNLFLXA	TAMPACEN	SEMINOLE HEIGHTS	FL
813241	YBCTFLXA	TAMPACEN	YBOR CITY	FL
813242	YBCTFLXA	TAMPACEN	YBOR CITY	FL
813243	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813246	TAMPFLXE	TAMPACEN	TAMPA	FL
813247	YBCTFLXA	TAMPACEN	YBOR CITY	FL
813248	YBCTFLXA	TAMPACEN	YBOR CITY	FL
813249	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813251	HYPKFLXA	TAMPACEN	HYDE PARK	FL
813253	HYPKFLXA	TAMPACEN	HYDE PARK	FL
813254	HYPKFLXA	TAMPACEN	HYDE PARK	FL
813258	HYPKFLXA	TAMPACEN	HYDE PARK	FL
813259	HYPKFLXA	TAMPACEN	HYDE PARK	FL
813264	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813265	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813269	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813281	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813282	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813286	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813287	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813289	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813342	TAMQFLRY	TAMPA	TAMPA	FL
813348	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813350	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813354	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813414	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813496	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813558	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIE	FL
813571	BRNDFLXA	TAMPAEST	BRANDON	FL
813615	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIE	FL
813620	TAMPFLXE	TAMPACEN	TAMPA	FL
813621	TAMPFLXE	TAMPACEN	TAMPA	FL
813622	TAMPFLXE	TAMPACEN	TAMPA	FL
813623	TAMPFLXE	TAMPACEN	TAMPA	FL
813626	TAMPFLXE	TAMPACEN	TAMPA	FL
813628	TAMPFLXE	TAMPACEN	TAMPA	FL
813630	TAMPFLXE	TAMPACEN	TAMPA	FL
813632	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIE	FL
813633	WIMMFLXA	TAMPASTH	WIMAUMA	FL
813639	BHPKFLXA	TAMPACEN	BEACH PARK	FL
813641	RSKNFLXA	TAMPASTH	RUSKIN	FL

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813642	WIMMFLXA	TAMPASTH	WIMAUMA	FL
813643	BRNDFLXA	TAMPAEST	BRANDON	FL
813645	RSKNFLXA	TAMPASTH	RUSKIN	FL
813649	RSKNFLXA	TAMPASTH	RUSKIN	FL
813651	BRNDFLXA	TAMPAEST	BRANDON	FL
813653	BRNDFLXA	TAMPAEST	BRANDON	FL
813654	BRNDFLXA	TAMPAEST	BRANDON	FL
813655	BRNDFLXA	TAMPAEST	BRANDON	FL
813657	BRNDFLXA	TAMPAEST	BRANDON	FL
813659	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813661	BRNDFLXA	TAMPAEST	BRANDON	FL
813662	BRNDFLXA	TAMPAEST	BRANDON	FL
813663	TAMPFLXE	TAMPACEN	TAMPA	FL
813671	ALFAFLXA	TAMPACEN	ALAFIA	FL
813672	ALFAFLXA	TAMPACEN	ALAFIA	FL
813677	ALFAFLXA	TAMPACEN	ALAFIA	FL
813681	BRNDFLXA	TAMPAEST	BRANDON	FL
813684	BRNDFLXA	TAMPAEST	BRANDON	FL
813685	BRNDFLXA	TAMPAEST	BRANDON	FL
813689	BRNDFLXA	TAMPAEST	BRANDON	FL
813707	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813719	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813740	TAMPFLXE	TAMPACEN	TAMPA	FL
813741	ALFAFLXA	TAMPACEN	ALAFIA	FL
813744	TAMPFLXE	TAMPACEN	TAMPA	FL
813752	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813754	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813757	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813759	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813764	PTCYFLXA	PLANT CITY	PLANT CITY	FL
813780	ZPHYFLXA	ZEPHYRHILS	ZEPHYRHILLS	FL
813782	ZPHYFLXA	ZEPHYRHILS	ZEPHYRHILLS	FL
813788	ZPHYFLXA	ZEPHYRHILS	ZEPHYRHILLS	FL
813792	KYSTFLXA	TAMPAWST	KEYSTONE (PART OF TAMI	FL
813805	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813806	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813818	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813831	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813832	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813835	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813837	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813839	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813852	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813854	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813855	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813866	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIL	FL
813870	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813871	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL

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813872	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813873	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813874	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813875	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813876	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813877	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813879	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
813880	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813881	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813882	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813884	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813885	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813886	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813887	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813888	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813889	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813890	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813891	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813899	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813901	SWTHFLXA	TAMPACEN	SWEETWATER CREEK	FL
813902	WLCRFLXA	TAMPACEN	WALLCRAFT	FL
813903	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813907	WLCHFLXA	TAMPANTH	WESLEY CHAPEL	FL
813908	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813909	LUTZFLXA	TAMPANTH	LUTZ	FL
813910	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813914	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813915	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813920	KYSTFLXA	TAMPAWST	KEYSTONE (PART OF TAMI	FL
813925	OLDSFLXA	TAMPAWST	OLDSMAR	FL
813926	KYSTFLXA	TAMPAWST	KEYSTONE (PART OF TAMI	FL
813929	LNLKFLXA	TAMPANTH	LAND O LAKES	FL
813930	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813931	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813932	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813933	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813935	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813936	SLSPFLXA	TAMPACEN	SULPHUR SPRINGS	FL
813948	LUTZFLXA	TAMPANTH	LUTZ	FL
813949	LUTZFLXA	TAMPANTH	LUTZ	FL
813960	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813961	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813962	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813963	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813964	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813968	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813969	CRWDFLXA	TAMPACEN	CARROLLWOOD	FL
813971	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL

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813972	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813973	WLCHFLXA	TAMPANTH	WESLEY CHAPEL	FL
813975	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813977	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813978	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813979	UNVRFLXA	TAMPACEN	UNIVERSITY OF SO FLORIC	FL
813980	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813982	THNTFLXA	TAMPAEST	THONOTOSASSA	FL
813983	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813984	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813985	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813986	THNTFLXA	TAMPAEST	THONOTOSASSA	FL
813988	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813989	TMTRFLXA	TAMPACEN	TEMPLE TERRACE	FL
813991	WLCHFLXA	TAMPANTH	WESLEY CHAPEL	FL
813994	WLCHFLXA	TAMPANTH	WESLEY CHAPEL	FL
813995	LNLKFLXA	TAMPANTH	LAND O LAKES	FL
813996	LNLKFLXA	TAMPANTH	LAND O LAKES	FL
813998	WSSDFLXA	TAMPACEN	WESTSIDE (PART OF TAMF	FL
850230	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850233	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850234	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850235	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850236	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850263	GCVLFLMA	GRACEVILLE	GRACEVILLE	FL
850265	LYHNFLOH	LYNN HAVEN	LYNN HAVEN	FL
850271	LYHNFLOH	LYNN HAVEN	LYNN HAVEN	FL
850277	LYHNFLOH	LYNN HAVEN	LYNN HAVEN	FL
850415	CHPLFLJA	CHIPLEY	CHIPLEY	FL
850429	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850432	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850433	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850434	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850435	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850436	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850437	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850438	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850439	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850444	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850453	PNSCFLWA	PENSACOLA	PENSACOLA	FL
850455	PNSCFLWA	PENSACOLA	PENSACOLA	FL
850456	PNSCFLWA	PENSACOLA	PENSACOLA	FL
850457	PNSCFLWA	PENSACOLA	PENSACOLA	FL
850458	PNSCFLWA	PENSACOLA	PENSACOLA	FL
850469	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850470	PNSCFLBL	PENSACOLA	PENSACOLA	FL
850471	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850473	PNSCFLFP	PENSACOLA	PENSACOLA	FL

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850474	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850475	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850476	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850477	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850478	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850479	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850484	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850492	PNSCFLPB	PENSACOLA	PENSACOLA	FL
850494	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850497	PNSCFLPB	PENSACOLA	PENSACOLA	FL
850505	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850522	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850539	HAVNFLMA	HAVANA	HAVANA	FL
850623	MLTNFLRA	MILTON	MILTON	FL
850626	MLTNFLRA	MILTON	MILTON	FL
850636	PCBHFLNT	PNAMACYBCH	PANAMA CITY BEACH	FL
850638	CHPLFLJA	CHIPLEY	CHIPLEY	FL
850675	JAY FLMA	JAY	JAY	FL
850747	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850763	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850769	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850784	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850785	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850857	PNSCFLFP	PENSACOLA	PENSACOLA	FL
850871	PNCYFLCA	PANAMACITY	PANAMA CITY	FL
850872	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850913	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850914	PNCYFLMA	PANAMACITY	PANAMA CITY	FL
850916	GLBRFLMC	GULFBREEZE	GULF BREEZE	FL
850932	GLBRFLMC	GULFBREEZE	GULF BREEZE	FL
850934	GLBRFLMC	GULFBREEZE	GULF BREEZE	FL
850936	HLNVFLMA	HOLLEYNVRR	NAVARRE	FL
850939	HLNVFLMA	HOLLEYNVRR	NAVARRE	FL
850941	PNSCFLHC	PENSACOLA	PENSACOLA	FL
850944	PNSCFLHC	PENSACOLA	PENSACOLA	FL
850968	CNTMFLLE	CANTONMENT	CANTONMENT	FL
850981	MLTNFLRA	MILTON	MILTON	FL
850983	MLTNFLRA	MILTON	MILTON	FL
850994	PACEFLPV	PACE	PACE	FL
850995	PACEFLPV	PACE	PACE	FL
863291	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863292	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863293	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863294	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863297	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863298	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863299	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863318	CYGRFLXA	WINTER HVN	CYPRESS GARDENS	FL

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863325	CYGRFLXA	WINTER HVN	CYPRESS GARDENS	FL
863401	WNHNFLXC	WINTER HVN	WINTER HAVEN	FL
863413	LKLDFLXA	LAKELAND	LAKELAND	FL
863419	HNCYFLXA	HAINESCITY	HAINES CITY	FL
863421	HNCYFLXA	HAINESCITY	HAINES CITY	FL
863422	HNCYFLXA	HAINESCITY	HAINES CITY	FL
863424	HNCYFLXN	HAINESCITY	HAINES CITY	FL
863425	MLBYFLXA	MULBERRY	MULBERRY	FL
863438	DUNDFLXA	HAINESCITY	DUNDEE	FL
863439	DUNDFLXA	HAINESCITY	DUNDEE	FL
863533	BARTFLXA	BARTOW	BARTOW	FL
863534	BARTFLXA	BARTOW	BARTOW	FL
863551	ABDLFLXA	WINTER HVN	AUBURNDALE	FL
863607	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863616	LKLDFLXA	LAKELAND	LAKELAND	FL
863619	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863635	FRSTFLXA	FROSTPROOF	FROSTPROOF	FL
863638	BBPKFLXA	LAKE WALES	BABSON PARK	FL
863644	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863646	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863647	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863648	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863665	LKLDFLXE	LAKELAND	LAKELAND	FL
863666	LKLDFLXE	LAKELAND	LAKELAND	FL
863667	LKLDFLXE	LAKELAND	LAKELAND	FL
863669	LKLDFLXE	LAKELAND	LAKELAND	FL
863676	LKWLFLXA	LAKE WALES	LAKE WALES	FL
863678	LKWLFLXA	LAKE WALES	LAKE WALES	FL
863679	LKWLFLXA	LAKE WALES	LAKE WALES	FL
863680	LKLDFLXA	LAKELAND	LAKELAND	FL
863682	LKLDFLXA	LAKELAND	LAKELAND	FL
863683	LKLDFLXA	LAKELAND	LAKELAND	FL
863686	LKLDFLXA	LAKELAND	LAKELAND	FL
863687	LKLDFLXA	LAKELAND	LAKELAND	FL
863688	LKLDFLXA	LAKELAND	LAKELAND	FL
863701	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863709	HGLDFLXA	LAKELAND	HIGHLANDS	FL
863802	LKLDFLXA	LAKELAND	LAKELAND	FL
863815	LKLDFLXN	LAKELAND	LAKELAND	FL
863816	LKLDFLXN	LAKELAND	LAKELAND	FL
863853	LKLDFLXN	LAKELAND	LAKELAND	FL
863858	LKLDFLXN	LAKELAND	LAKELAND	FL
863859	LKLDFLXN	LAKELAND	LAKELAND	FL
863956	LKALFLXA	WINTER HVN	LAKE ALFRED	FL
863965	ABDLFLXA	WINTER HVN	AUBURNDALE	FL
863967	ABDLFLXA	WINTER HVN	AUBURNDALE	FL
863984	PKCYFLXA	POLK CITY	POLK CITY	FL
904213	ORPKFLRW	ORANGEPARK	ORANGE PARK	FL

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904215	ORPKFLMA	ORANGEPARK	ORANGE PARK	FL
904220	JCBHFLAB	JACKSONVL	JACKSONVILLE	FL
904221	JCBHFLAB	JACKSONVL	JACKSONVILLE	FL
904223	JCBHFLSP	JACKSONVL	JACKSONVILLE	FL
904225	YULEFLMA	YULEE	YULEE	FL
904230	MNDRFLLW	JULINGTON	JACKSONVILLE	FL
904241	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904242	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904246	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904247	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904249	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904251	FTGRFLMA	JACKSONVL	FORT GEORGE	FL
904260	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904261	FRBHFLFP	FERNADNBCH	FERNANDINA BEACH	FL
904262	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904264	ORPKFLMA	ORANGEPARK	ORANGE PARK	FL
904266	BLDWFLMA	BALDWIN	BALDWIN	FL
904268	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904269	ORPKFLMA	ORANGEPARK	ORANGE PARK	FL
904270	JCBHFLMA	JACKSOLBCH	JACKSONVILLE BEACH	FL
904272	ORPKFLRW	ORANGEPARK	ORANGE PARK	FL
904273	PNVDFLMA	PNTVDRABCH	PONTE VEDRA BEACH	FL
904276	ORPKFLRW	ORANGEPARK	ORANGE PARK	FL
904277	FRBHFLFP	FERNADNBCH	FERNANDINA BEACH	FL
904278	ORPKFLMA	ORANGEPARK	ORANGE PARK	FL
904280	PNVDFLMA	PNTVDRABCH	PONTE VEDRA BEACH	FL
904281	JCVLFLJT	JACKSONVL	JACKSONVILLE	FL
904282	MDBGFLPM	MIDDLEBURG	MIDDLEBURG	FL
904284	GCSPFLCN	GREENCVSPG	GREEN COVE SPRINGS	FL
904285	PNVDFLMA	PNTVDRABCH	PONTE VEDRA BEACH	FL
904287	MNDRFLLW	JULINGTON	JACKSONVILLE	FL
904288	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904289	MXVLFLMA	MAXVILLE	JACKSONVILLE	FL
904291	MDBGFLPM	MIDDLEBURG	MIDDLEBURG	FL
904292	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904296	JCVLFLJT	JACKSONVL	JACKSONVILLE	FL
904298	ORPKFLRW	ORANGEPARK	ORANGE PARK	FL
904301	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904306	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904317	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904321	FRBHFLFP	FERNADNBCH	FERNANDINA BEACH	FL
904332	JCVLFLJT	JACKSONVL	JACKSONVILLE	FL
904346	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904350	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904353	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904354	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904355	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904356	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL

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904358	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904359	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904363	MNDRFLAV	JACKSONVL	JACKSONVILLE	FL
904367	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904378	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904380	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904381	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904384	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904387	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904388	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904389	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904396	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904398	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904399	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904443	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904448	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904460	STAGFLBS	STAUGUSTIN	SAINT AUGUSTINE	FL
904461	STAGFLBS	STAUGUSTIN	SAINT AUGUSTINE	FL
904464	MNDRFLAV	JACKSONVL	JACKSONVILLE	FL
904471	STAGFLBS	STAUGUSTIN	SAINT AUGUSTINE	FL
904475	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904491	FRBHFLFP	FERNADNBCH	FERNANDINA BEACH	FL
904519	MNDRFLAV	JACKSONVL	JACKSONVILLE	FL
904529	GCSPFLCN	GREENCVSPG	GREEN COVE SPRINGS	FL
904538	MNDRFLAV	JACKSONVL	JACKSONVILLE	FL
904541	ORPKFLMA	ORANGEPARK	ORANGE PARK	FL
904543	PNVDFLMA	PNTVDRABCH	PONTE VEDRA BEACH	FL
904564	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904565	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904573	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904598	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904620	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904632	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904633	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904634	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904636	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904637	JCVLFLKJ	ORANGEPARK	JACKSONVILLE	FL
904641	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904642	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904645	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904646	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904693	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904695	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904696	JCVLFLOW	JACKSONVL	JACKSONVILLE	FL
904713	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904714	JCVLFLOW	JACKSONVL	JACKSONVILLE	FL
904720	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904721	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL

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904722	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904723	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904724	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904725	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904726	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904727	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904730	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904731	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904732	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904733	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904737	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904739	JCVLFLSJ	JACKSONVL	JACKSONVILLE	FL
904741	JCVLFLIA	JACKSONVL	JACKSONVILLE	FL
904743	JCVLFLFC	JACKSONVL	JACKSONVILLE	FL
904744	JCVLFLFC	JACKSONVL	JACKSONVILLE	FL
904745	JCVLFLFC	JACKSONVL	JACKSONVILLE	FL
904751	JCVLFLOW	JACKSONVL	JACKSONVILLE	FL
904757	JCVLFLOW	JACKSONVL	JACKSONVILLE	FL
904762	JCVLFLFC	JACKSONVL	JACKSONVILLE	FL
904764	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904765	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904766	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904768	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904771	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904772	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904777	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904778	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904779	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904781	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904783	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904786	JCVLFLNO	JACKSONVL	JACKSONVILLE	FL
904794	STAGFLSH	STAUGUSTIN	SAINT AUGUSTINE	FL
904797	STAGFLSH	STAUGUSTIN	SAINT AUGUSTINE	FL
904798	JCVLFLCL	JACKSONVL	JACKSONVILLE	FL
904805	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904808	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904810	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904819	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904821	JCBHFLSP	JACKSONVL	JACKSONVILLE	FL
904823	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904824	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904825	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904826	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904827	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904829	STAGFLMA	STAUGUSTIN	SAINT AUGUSTINE	FL
904855	JCVLFLAR	JACKSONVL	JACKSONVILLE	FL
904858	JCVLFLSM	JACKSONVL	JACKSONVILLE	FL
904880	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL

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904886	MNDRFLLO	JACKSONVL	JACKSONVILLE	FL
904908	JCVLFLWC	JACKSONVL	JACKSONVILLE	FL
904924	JCVLFLLF	JACKSONVL	JACKSONVILLE	FL
904928	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904940	STAGFLWG	ST JOHNS	SAINT AUGUSTINE	FL
904981	JCVLFLRV	JACKSONVL	JACKSONVILLE	FL
904992	JCBHFLSP	JACKSONVL	JACKSONVILLE	FL
904996	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904997	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
904998	JCVLFLBW	JACKSONVL	JACKSONVILLE	FL
941330	SRSTFLXA	SARASOTA	SARASOTA	FL
941342	SPRGFLXA	SARASOTA	SPRINGS	FL
941343	SPRGFLXA	SARASOTA	SPRINGS	FL
941346	SEKYFLXA	SARASOTA	SIESTA KEY	FL
941349	SEKYFLXA	SARASOTA	SIESTA KEY	FL
941351	NRSDFLXA	SARASOTA	NORTHSIDE	FL
941355	NRSDFLXA	SARASOTA	NORTHSIDE	FL
941358	NRSDFLXA	SARASOTA	NORTHSIDE	FL
941359	NRSDFLXA	SARASOTA	NORTHSIDE	FL
941360	NRSDFLXA	SARASOTA	NORTHSIDE	FL
941362	SRSTFLXA	SARASOTA	SARASOTA	FL
941365	SRSTFLXA	SARASOTA	SARASOTA	FL
941366	SRSTFLXA	SARASOTA	SARASOTA	FL
941371	SPRGFLXA	SARASOTA	SPRINGS	FL
941377	SPRGFLXA	SARASOTA	SPRINGS	FL
941378	SPRGFLXA	SARASOTA	SPRINGS	FL
941379	SPRGFLXA	SARASOTA	SPRINGS	FL
941383	LGBKFLXA	SARASOTA	LONGBOAT KEY	FL
941387	LGBKFLXA	SARASOTA	LONGBOAT KEY	FL
941388	SARKFLXA	SARASOTA	ST ARMANDS KEY	FL
941408	VENCFLXS	VENICE	VENICE	FL
941460	ENWDFLXA	ENGLEWOOD	ENGLEWOOD	FL
941474	ENWDFLXA	ENGLEWOOD	ENGLEWOOD	FL
941475	ENWDFLXA	ENGLEWOOD	ENGLEWOOD	FL
941483	VENCFLXA	VENICE	VENICE	FL
941484	VENCFLXA	VENICE	VENICE	FL
941485	VENCFLXA	VENICE	VENICE	FL
941486	VENCFLXA	VENICE	VENICE	FL
941488	VENCFLXA	VENICE	VENICE	FL
941493	VENCFLXS	VENICE	VENICE	FL
941496	VENCFLXS	VENICE	VENICE	FL
941497	VENCFLXS	VENICE	VENICE	FL
941708	BRTNFLXX	BRADENTON	BRADENTON	FL
941714	BRTNFLXX	BRADENTON	BRADENTON	FL
941721	PLMTFLXA	PALMETTO	PALMETTO	FL
941722	PLMTFLXA	PALMETTO	PALMETTO	FL
941723	PLMTFLXA	PALMETTO	PALMETTO	FL
941727	BRBAFLXA	BRADENTON	BRADENTON BAY	FL

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941729	PLMTFLXA	PALMETTO	PALMETTO	FL
941739	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941741	BRTNFLXX	BRADENTON	BRADENTON	FL
941745	BRTNFLXX	BRADENTON	BRADENTON	FL
941746	BRTNFLXX	BRADENTON	BRADENTON	FL
941747	BRTNFLXX	BRADENTON	BRADENTON	FL
941748	BRTNFLXX	BRADENTON	BRADENTON	FL
941750	BRTNFLXX	BRADENTON	BRADENTON	FL
941751	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941752	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941753	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941755	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941756	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941758	BRBAFLXA	BRADENTON	BRADENTON BAY	FL
941761	PLSLFLXA	BRADENTON	PALMA SOLA	FL
941776	PRSHFLXA	PALMETTO	PARRISH	FL
941778	ANMRFLXA	BRADENTON	ANNA MARIA	FL
941779	ANMRFLXA	BRADENTON	ANNA MARIA	FL
941792	PLSLFLXA	BRADENTON	PALMA SOLA	FL
941794	PLSLFLXA	BRADENTON	PALMA SOLA	FL
941795	PLSLFLXA	BRADENTON	PALMA SOLA	FL
941798	PLSLFLXA	BRADENTON	PALMA SOLA	FL
941906	SRSTFLXA	SARASOTA	SARASOTA	FL
941917	SRSTFLXA	SARASOTA	SARASOTA	FL
941918	OSPRFLXA	VENICE	OSPREY	FL
941921	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941922	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941923	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941924	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941925	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941926	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941927	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941929	SSDSFLXA	SARASOTA	SOUTHSIDE (SARASOTA)	FL
941951	SRSTFLXA	SARASOTA	SARASOTA	FL
941953	SRSTFLXA	SARASOTA	SARASOTA	FL
941954	SRSTFLXA	SARASOTA	SARASOTA	FL
941955	SRSTFLXA	SARASOTA	SARASOTA	FL
941957	SRSTFLXA	SARASOTA	SARASOTA	FL
941966	OSPRFLXA	VENICE	OSPREY	FL
954202	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954217	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954227	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954229	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954236	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954247	NDADFLGG	POMPANOBCH	MIAMI	FL
954252	HLWDFLPE	FTLAUDERDL	PEMBROKE PINES	FL
954255	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954266	NDADFLGG	HOLLYWOOD	MIAMI	FL

REDACTED

954267	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954308	FTLDFLOV	FTLAUDERDL	FORT LAUDERDALE	FL
954316	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954321	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954322	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954327	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954331	NDADFLGG	FTLAUDERDL	MIAMI	FL
954340	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954341	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954342	MIAQFL06	HOLLYWOOD	MIAMI	FL
954344	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954345	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954346	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954349	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954351	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954357	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954358	FTLDFL92	FTLAUDERDL	FORT LAUDERDALE	FL
954359	HLWDFLMA	FTLAUDERDL	HOLLYWOOD	FL
954360	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954364	PMBHFLDR	HOLLYWOOD	POMPANO BEACH	FL
954370	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954375	NDADFLGG	FTLAUDERDL	MIAMI	FL
954382	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954384	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954385	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954389	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954390	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954392	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954418	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954419	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954420	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954421	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954422	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954423	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954424	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954425	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954426	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954427	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954428	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954429	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954430	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954431	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954432	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954433	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954434	HLWDFLPE	FTLAUDERDL	PEMBROKE PINES	FL
954435	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954436	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954437	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL

REDACTED

954438	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954441	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954442	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954443	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954447	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954450	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954452	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954453	NDADFLGG	FTLAUDERDL	MIAMI	FL
954454	HLWDFLHA	HOLLYWOOD	HALLANDALE	FL
954455	HLWDFLHA	HOLLYWOOD	HALLANDALE	FL
954456	HLWDFLHA	HOLLYWOOD	HALLANDALE	FL
954457	HLWDFLHA	HOLLYWOOD	HALLANDALE	FL
954458	HLWDFLHA	HOLLYWOOD	HALLANDALE	FL
954462	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954463	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954467	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954468	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954472	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954473	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954474	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954475	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954476	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954480	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954481	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954484	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954485	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954486	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954489	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954491	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954492	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954493	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954499	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954518	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954522	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954523	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954524	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954525	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954527	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954535	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954537	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954538	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954545	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954561	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954563	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954564	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954565	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954566	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954567	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL

REDACTED

954568	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954570	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954571	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954572	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954574	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954575	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954577	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954578	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954581	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954583	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954584	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954585	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954587	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954590	FTLDFLOV	POMPANOBCH	FORT LAUDERDALE	FL
954596	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954597	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954602	MIANFLYI	HOLLYWOOD	MIAMI	FL
954625	OJUSFLTL	FTLAUDERDL	OJUS	FL
954628	PMBHFLED	HOLLYWOOD	POMPANO BEACH	FL
954630	FTLDFLCR	FTLAUDERDL	FORT LAUDERDALE	FL
954632	FTLDFLAM	FTLAUDERDL	FORT LAUDERDALE	FL
954659	FTLDFLWN	FTLAUDERDL	FORT LAUDERDALE	FL
954660	MIANFLYI	FTLAUDERDL	MIAMI	FL
954677	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954680	HLWDFLPE	FTLAUDERDL	PEMBROKE PINES	FL
954689	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954693	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954698	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954704	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954712	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954714	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954717	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954718	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954720	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954721	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954722	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954723	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954724	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954725	DRBHFLMA	DEERFLDBCH	DEERFIELD BEACH	FL
954726	PMBHFLTA	POMPANOBCH	TAMARAC	FL
954728	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954730	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954731	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954733	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954735	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954739	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954741	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954742	FTLDFLSU	FTLAUDERDL	SUNRISE	FL

REDACTED

954746	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954747	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954748	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954749	FTLDFLSU	FTLAUDERDL	SUNRISE	FL
954752	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954753	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954755	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954757	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954760	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954761	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954763	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954764	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954765	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954766	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954767	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954768	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954771	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954772	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954776	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954777	FTLDFLOA	FTLAUDERDL	FORT LAUDERDALE	FL
954779	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954781	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954782	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954783	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954784	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954785	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954786	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954788	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954791	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954792	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954796	PMBHFLCS	CORAL SPG	CORAL SPRINGS	FL
954797	FTLDFLPL	FTLAUDERDL	PLANTATION	FL
954798	FTLDFLOV	DEERFLDBCH	FORT LAUDERDALE	FL
954828	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954832	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954835	FTLDFLSG	FTLAUDERDL	SUNRISE	FL
954838	FTLDFLSG	FTLAUDERDL	SUNRISE	FL
954845	FTLDFLSG	FTLAUDERDL	SUNRISE	FL
954846	FTLDFLSG	FTLAUDERDL	SUNRISE	FL
954851	FTLDFLSG	FTLAUDERDL	SUNRISE	FL
954880	MIANFLYI	FTLAUDERDL	MIAMI	FL
954885	HLWDFLPE	HOLLYWOOD	PEMBROKE PINES	FL
954888	FTLDFLMR	FTLAUDERDL	FORT LAUDERDALE	FL
954893	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954894	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954915	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954916	FTLDFLJA	FTLAUDERDL	PLANTATION	FL
954917	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL

REDACTED

954920	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954921	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954922	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954923	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954924	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954925	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954926	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954927	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954928	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954929	HLWDFLMA	HOLLYWOOD	HOLLYWOOD	FL
954935	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954938	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954941	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954942	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954943	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954946	PMBHFLFE	POMPANOBCH	POMPANO BEACH	FL
954956	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954957	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954958	FTLDFLCY	FTLAUDERDL	FORT LAUDERDALE	FL
954960	PMBHFLNP	POMPANOBCH	POMPANO BEACH	FL
954961	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954962	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954963	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954964	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954965	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954966	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954967	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954968	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954969	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954970	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954971	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954972	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954973	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954974	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954975	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954977	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954978	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954979	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954981	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954983	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954984	PMBHFLMA	POMPANOBCH	COCONUT CREEK	FL
954985	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954986	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954987	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
954989	HLWDFLWH	HOLLYWOOD	HOLLYWOOD	FL
Unknown				FL
TOTALS				

REDACTED

GRAND TOTAL (UNE-P Lines)

REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 8, 2003

AT&T'S RESPONSES TO BELLSOUTH'S THIRD SET OF INTERROGATORIES (NOS. 113-130)

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Third Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on November 17, 2003, as follows:

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 113:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 5, does AT&T contend that it is technically infeasible for its switches to provide qualifying service to end user customers who are located in a wire center in Florida not currently served by AT&T? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.
Response:	Yes, in exactly the same manner that it is technically infeasible for BellSouth to provide qualifying service say to a customer in the Azalea Park wire center, of the Orlando LATA, from BellSouth's switch in the Sand Lake wire center, also located in the Orlando LATA. Without installing additional equipment in both wire centers and building a transport facility between the two, it is technically infeasible for BellSouth to provide such service. AT&T has no collocation arrangements in the wire centers not listed in the response to Item No. 5. AT&T's switches (like BellSouth's) cannot be used to serve mass market end users in distant wire centers without a collocation arrangement and transport. Response provide by: Jay Bradbury

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 114:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 11, does AT&T actually provide qualifying service to end user customers in each wire center throughout BellSouth's entire territory using a BellSouth switch either on an unbundled or resale basis?
Response:	See response to Item 115 below.
	Response provided by: Jay Bradbury

REQUEST: BellSouth Third Set of Interrogatories

DATED: November 17, 2003

Interrogatory 115: If the answer to the foregoing Interrogatory is in the negative, identify by name, address, and CLLI code each wire center in BellSouth's territory in which AT&T actually provides qualifying service to end user customers in Florida using a BellSouth switch either on an unbundled or resale basis. If you assert that you cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the BellSouth exchange in which your end user customer is located.

Response: AT&T has already provided the information being requested. As noted in our response to Item 19, AT&T does not actively offer local service in Florida using resale.

Relative to UNE-P, the information requested was provided in Confidential Attachment 12 by wire center and in Confidential Attachments 6a and 6c by city and zip code. AT&T believes the data in these Confidential Attachments demonstrates that AT&T provides UNE-P service to customers in each of BellSouth's wire centers in Florida.

Response provided by: Jay Bradbury

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 116:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 19, identify each MSA in Florida where AT&T is currently providing a qualifying service to end user customers using UNE-P or resale.
Response:	Based on the data previously provided to BellSouth in Confidential Attachments 12, 6a and 6b, AT&T believes that it is providing UNE-P service to customers in each of the MSAs in Florida. Response provided by: Jay Bradbury

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 117:	Does AT&T currently provide a qualifying service to end user customers outside of the MSAs identified in response to the foregoing Interrogatory or in response to BellSouth's First Set of Interrogatories, Item No. 5, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.
Response:	Yes. Response provided by: Jay Bradbury

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 118:	If the answer to the foregoing Interrogatory is in the affirmative, identify those geographic areas either by describing those areas in words or by providing maps depicting the geographic areas in which you currently provide such qualifying service in Florida, without regard to whether you are offering the service using your own facilities, UNE-P, resale, or in some other fashion.
Response:	See response to Confidential Attachments 12, 6a and 6b previously provided.
	Response provided by Jay Bradbury

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 119:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 33, does AT&T provide qualifying service to residential end user customers in Florida? If the answer to this Interrogatory is in the affirmative, please identify the product lines that AT&T makes available to Florida residential end user customers and provide a breakdown of the total number of AT&T residential end user customers in Florida by product line.
Response:	In AT&T's response to BellSouth's First Set of Interrogatories, Item No. 33, AT&T included all product lines which, at the time of the response, were currently being provided to end user customers in Florida along with a description of the classes of end-user customers served by those product lines. On November 18, 2003, AT&T began providing service to residential end user customers in Florida as described below: AT&T Consumer Local Service: This product line serves both residential and small business customers via UNE-P. No data responsive to this request (i.e. # of end user customers) will be available for approximately 60 to 90 days subsequent to the date of market entry general availability. Products offered by AT&T Consumer Local Service "including the rates, terms, and conditions under which services are offered" can be found in AT&T's publicly available tariffs on file with the Florida Public Service Commission. Additionally, information regarding these services are available at **http://ccpkms.ims.att.com/tariffs/indes.html** . Response provided by: Mark Argenbright

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 120:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 33, please admit that the rates AT&T charges enterprise or small business customers for its LNS product line cover the cost of this service regardless of whether the service is provisioned via UNE-L or UNE-P. If this request is denied, please state all facts and identify all documents that support your denial.
Response:	AT&T affirmatively states that all of its rates are designed to cover what AT&T expects to incur with regard to costs and based upon assumed take rates for service features and options, and anticipated levels of usage. Such assumptions may not actually prove out. In addition, some of the major components of cost, such as UNEs, collocation and access are subject to regulatory uncertainty. Further, costs of customer acquisition and retention are significantly impacted by customer churn, which, in turn, is influenced by the activities of competitors. Finally, due to variations in provisioning methods, the costs to serve any individual customer may differ from the average costs used to determine product rates, resulting in circumstances where the rate charged to an individual customer for a particular customer may not actually cover AT&T's actual costs. Given these uncertainties, AT&T can only state that it is its intention, over time, to cover costs and make a reasonable return, or to extent it is not possible to do so, exit the market.

Response Provided by: Cathy Monfort

REQUEST:	Bellsouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 121:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 33, please admit that the rates AT&T charges enterprise or small business customers for its AIO product line cover the cost of this service regardless of whether the service is provisioned via UNE-L or UNE-P. If this request is denied, please state all facts and identify all documents that support your denial.
Response:	See Response to Interrogatory #120, supra.

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 122:	Identify the document excerpts of which were attached in AT&T's response to BellSouth's First Set of Interrogatories, Item No. 46.
Response:	Accounting Policy Letter 1-4, *AT&T Income Statement Classifications*. See Confidential Attachment 122

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 123:	Identify the document excerpts of which were attached in AT&T's response to BellSouth's First Set of Interrogatories, Item No. 48.
Response:	Accounting Policy Letter 1-4, *AT&T Income Statement Classifications*. See Confidential Attachment 122

REQUEST: BellSouth Third Set of Interrogatories

DATED: November 17, 2003

Interrogatory 124: With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 53, has any ILEC deployed "electronic loop provisioning" ("ELP")? If the answer to this Interrogatory is in the affirmative, identify the ILEC and describe the geographic area in which ELP has been deployed.

Response: No ILEC has deployed an ELP solution as AT&T has advocated it. That is, no ILEC has placed loops on "true" NGDLC equipment that digitizes and packetizes both the Low Frequency Spectrum (LFS) and the High Frequency Spectrum (HFS) communications traffic that would make electronic loop provisioning functionality a reality. However, ILECs have deployed local access network architectures that are potentially supportive of ELP functionality (e.g., ILEC NGDLC architectures such as SBC's Pronto and Verizon's PARTS) and have stated plans to deploy local access network architectures that will be technically capable of supporting electronic loop provisioning functionality (e.g., FTTP). Moreover, the technology underlying AT&T's specific ELP proposal (i.e., packetizing voice communications for transmission purposes) is technology that many carriers in the industry utilize today in different parts of their network. In addition, some ILECs such as Verizon have employed the use of automated cross-connect devices in order to eliminate the manual cross-connection of jumper wires at frames in some central offices. Although the deployment of such devices differs significantly from AT&T's proposed approach towards achieving electronic loop provisioning functionality, it nonetheless represents a limited form of electronic loop provisioning that is achievable in some smaller sized wire centers via network equipment deployed by some ILECs today.

Response provided by: Jay Bradbury and Mark Van de Water

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 125:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 54, describe with particularity the "continuing operational difficulties" allegedly experienced by AT&T with the hot cut process jointly developed by AT&T and BellSouth. In answering this Interrogatory, identify all documents referring or relating to such "continuing operational difficulties."
Response:	See Attachment No. 125 Response provided by: Denise Berger

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 126:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 54, describe with particularity the "dissatisfaction" allegedly experienced by AT&T customers with the hot cut process jointly developed by AT&T and BellSouth. In answering this Interrogatory, identify all documents referring or relating to such "customer dissatisfaction."
Response:	See Response to Interrogatory No. 125. Response provided by: Denise Berger

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 127:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 54, describe with particularity the allegedly "prohibitively high costs" of the hot cut process jointly developed by AT&T and BellSouth. In answering this Interrogatory, identify all documents referring or relating to such "prohibitively high costs."
Response:	See Attachment 127A for BellSouth hot cut rates. See Attachment 127B – which describes why the of implementing costs for manual hot cut processes including the associated backhaul costs, for such as the process jointly developed by BellSouth and AT&T are "prohibitively high." Response provided by: Denise Berger

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 128:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 54, does AT&T contend that the hot cut process jointly developed by AT&T and BellSouth is not suitable for an "environment without access to local unbundled switching"? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.
Response:	Yes. See Attachment 128. Response provided by: Mark Van de Water

REQUEST:	BellSouth Third Set of Interrogatories
DATED:	November 17, 2003
Interrogatory 129:	With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 57, state all facts and identify all documents that support AT&T's assertion that the cost of a "fully electronic solution" for individual hot cuts "should be no more expensive than a UNE-P or PIC change."
Response:	The simple fact is that the reason that most hot-cut non-recurring charges are so high is as a result of the manual work that must be performed by ILEC technicians in order to physically migrate loops from the ILEC to a CLEC. In an environment where that manual work no longer needs to be performed, i.e. once all loops are controlled by software, there would be no need for manual intervention to switch loops from one carrier to another, and the transition from ILEC service to CLEC service (or among CLEC providers) logically should be minimally as efficient, inexpensive and timely as it now is for customers to switch long distance carriers ($1.95) or UNE-P ($1.62). Response provided by: Mark Van de Water

REQUEST: BellSouth Third Set of Interrogatories

DATED: November 17, 2003

Interrogatory 130: With regard to AT&T's response to BellSouth's First Set of Interrogatories, Item No. 57, what does AT&T estimate would be the cost of deploying a "fully electronic solution" for individual hot cuts in Florida and how does AT&T propose that such costs be recovered? In answering this Interrogatory, describe with particularity the basis for AT&T's estimates and the rationale for AT&T's cost recovery proposal.

Response: AT&T is not offering a specific cost or cost recovery methodology in this proceeding. However, AT&T recommends that the methodology ultimately used for the development of costs of a fully electronic solution should include only those costs that are incremental to relevant implemented or planned network changes. Further, it should consider the avoided costs of moving to a fully electronic solution. Finally, the solution should be evaluated for feasibility in terms of an appropriate timeline for implementation. More specifically:

- Do not include investments already made or planned by the ILEC, e.g., NGDLC, ATM modules, and Voice Gateways, as these would not be incurred due to the implementation of a fully electronic provisioning solution.

- Do not include investments already made or planned by the CLEC, e.g., ATM modules and Voice Gateways, these would not be incurred due to the implementation of a fully electronic provisioning solution.

- In determining cost feasibility, offset the avoided costs in the analysis, i.e., the costs CLECs incur today as they must deploy a capital intensive backhaul infrastructure that digitizes, multiplexes and concentrates signals so that they can be reliably and efficiently transported to a CLEC's switching center.). Additionally, much of the CLEC's current internal costs and most ILEC charges for manual hot cut provisioning would be avoided.

- Do not plan for loop equal access (electronic loop provisioning) to be accomplished in a "flash cut." (It took years for long distance equal access to be fully implemented, but the rewards in lowered prices and, even more important, explosive innovation and growth in the

use of telecommunications have tremendously benefited state and local economies)

The economic analysis should not lose sight of the attendant cost/benefit analysis. That is, the superior service quality and access to features end-users would enjoy under the open network architecture provided via electronic loop provisioning. ELP will provide CLECs and ILECs with the same opportunity to innovate, provide the same range of services and have the same potential revenues --- all of which will lead to significant consumer benefit and lower costs than UNE-L market entry.

Conversely, the alternative to ELP is the industry wide cost of forcing all mass market local service competition to be performed using UNE-L as the entry method. The costs of using UNE-L fall almost exclusively on the CLECs who must spend significant sums of money in each wire center where they wish to serve customers - the CLECs will also pay for the ILECs necessary manpower increases. The UNE-L industry cost would be the summation of the costs of all CLECs serving customers plus any incremental costs to the ILEC. This approach also ignores advances in network technology. Further, due to the technical limitations on facilities obtained through UNE-L the potential services CLECs can offer relative to the ILECs are limited and therefore CLEC potential revenues constrained. This will limit the ability of CLECs to offer innovative services and compete effectively.

Following a finding that, given the current network architecture, CLECs are impaired without access to switching as an unbundled element, the Commission may deem it appropriate to open a docket to determine suitable, non-discriminatory network alternatives to the use ILEC switching such ELP, including the cost and cost recovery mechanisms for those alternatives.

Response provided by: Mark Van de Water

SUBMITTED this 8th day of December, 2003.

Tracy Hatch/las

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Attorney for AT&T Communications of
the Southern States, LLC

ATTACHMENT
TO
INTERROGATORY NO. 125

BEFORE THE

NORTH CAROLINA UTILITIES COMMISSION

DIRECT INTERVENOR TESTIMONY OF DENISE C. BERGER

ON BEHALF OF

AT&T COMMUNICATIONS

OF THE SOUTHERN STATES, INC. AND TCG OF THE CAROLINAS, INC.

DOCKET NO. P-55, Sub 1022

SEPTEMBER 10, 2001

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Denise C. Berger. My business address is 1200 Peachtree Street, NE, Atlanta, Georgia 30309.

Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL EXPERIENCE AS THEY RELATE TO ISSUES IN THIS PROCEEDING.

A. I hold a Bachelor of Fine Arts degree from the University of Southern Mississippi and a Master of Business Administration from the University of Houston with an emphasis in Marketing and Management.

I am employed with AT&T as the District Manager for Supplier Performance in AT&T's Local Services and Access Management Department for Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. As a district manager, my duties entail managing the ongoing performance improvement of AT&T's local services suppliers in the Southern Region for all local services AT&T offers. My team is responsible for evaluating and managing the ongoing performance improvement of AT&T's

suppliers, including BellSouth Telecommunications, Inc. ("BellSouth"). We evaluate and manage to resolution all client escalation requests. My team is partnered with AT&T's internal product delivery and customer care organizations to ensure our suppliers' performance meets or exceeds internal client direct measures of quality.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to address two issues: the limitations of BellSouth's coordinated cut-over (or "hot cuts") process and BellSouth's problems with number porting.

BellSouth's ability to properly perform the hot cuts process is one of the key issues in determining whether BellSouth meets its obligations under the Telecommunications Act of 1996 (the "Act") to provide non-discriminatory access to unbundled network elements (271 Checklist Item 2), loop provisioning (271 Checklist Item 4), and number porting (271 Checklist Item 11). In addition to the problems with hot cuts, my testimony highlights problems CLPs and their customers have experienced with number porting. As outlined below, BellSouth has failed to demonstrate that it satisfies Checklist Items 2, 4 and 11.

Q. DO YOU ANTICIPATE THAT ANY OF THE ISSUES DISCUSSED IN YOUR TESTIMONY WILL BE RESOLVED AS A RESULT OF BUSINESS-TO-BUSINESS NEGOTIATIONS?

A. No. The BellSouth Account Team assigned to resolve AT&T issues has informed AT&T that it is unable to respond to AT&T regarding local service issues that

have been raised in any regulatory forum.[1] BellSouth has retroactively and unilaterally imposed limits on AT&T, requiring AT&T to choose resolution either through business-to-business negotiations or through a regulatory body. Moreover, BellSouth's Account Team may no longer provide written responses to AT&T's requests without gaining approval from BellSouth's legal group. In light of BellSouth's policy change and the associated legal impediment, I do not expect that AT&T will be able to negotiate and resolve any issues with BellSouth in a timely fashion.

I. COORDINATED CUT-OVERS (HOT CUTS)(CHECKLIST ITEMS 2, 4, AND 11)

Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING COORDINATED CUT-OVERS (HOT CUTS)?

A. Pursuant to Section 251, as an Incumbent Local Exchange Carrier ("ILEC"), BellSouth must provide Competing Local Providers ("CLPs") with nondiscriminatory access to unbundled loops and to number portability on terms and conditions that are just and reasonable.[2]

Q. HOW HAS THE FCC INTERPRETED "JUST AND REASONABLE" WITH REGARD TO HOT CUT PROVISIONING?

A. Because the hot cut process is performed when a BellSouth customer changes its local service to AT&T, there is no retail analog (similar or same process that BellSouth performs for itself) for comparing BellSouth's customers' experience to

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[1] *See* Letter from Bernadette Siegler of AT&T to Jan Flint of BellSouth, June 29, 2001, attached as Exhibit DCB-1.

[2] 47 U.S.C. §§ 251(b)(2), (c)(3).

AT&T's customers' experience. In recognition of the lack of a retail analog for comparisons, the FCC has provided guidance for evaluating whether or not an incumbent local exchange carrier's performance satisfies the checklist requirements. To show compliance, an ILEC must demonstrate that "it provisions hot cuts in sufficient quantities, at an acceptable level of quality, and with a minimum of service disruption."[3]

Q. WHY IS "A MINIMUM OF SERVICE DISRUPTION" SO IMPORTANT DURING A HOT CUT?

A. A hot cut requires interruption of a customer's service. As a result, the process must be coordinated to run smoothly and predictably, so customers can plan for the loss of active service around their business's unique cycle of daily activity and accommodate the duration of the disruption accordingly. Otherwise, unexpected or prolonged service outage will likely deter customers from seeking local service from CLPs and will therefore inhibit competition.

In its decision on Southwestern Bell Telephone Company's Section 271 application for Texas, the FCC explained the need for a reliable and predictable hot cut process:

[3] Memorandum Opinion and Order, Application by Bell Atlantic New York for Authorization Under Section 271 of the Communication Act To Provide In-Region, InterLATA Service in the State of New York, CC Dkt. No. 99-295, FCC 99-404, 1999 WL 1243135 (rel. Dec. 22, 1999) ¶ 291 ("Bell Atlantic New York Order"). The FCC has articulated a similar standard for UNE Loop hot cuts in prior orders, holding that a BOC "must demonstrate that it can coordinate number portability with loop cut-overs in a reasonable amount of time and with minimum service disruption." In the Matter of Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998)("Second Louisiana Order"), at ¶ 279.

> The ability of a BOC to provision working, trouble-free loops through hot cuts is critically important in light of the substantial risk that a defective hot cut will result in competing carrier customers experiencing service outages for more than a brief period. Moreover, the failure to provision hot cut loops effectively has a particularly significant adverse impact on mass-market competition because they are a critical component of competing carriers' efforts to provide service to the small- and medium-sized business markets.[4]

The FCC recognized that obtaining unbundled local loops, number porting, and an effective hot cuts process are the principal means by which CLPs can compete in the small- and medium-sized business markets.

Q. WHAT DOES "A MINIMUM OF SERVICE DISRUPTION" MEAN?

A. Hot cut provisioning "with a minimum of service disruption"[5] requires that CLPs receive timely, accurate, and reliable hot cut loop provisioning from BellSouth and a seamless transition of customers from BellSouth's service to the CLP's local service. In reviewing Section 271 applications, the FCC has stated that it is "looking for patterns of systematic performance disparities that have resulted in competitive harm or otherwise denied competing carriers a meaningful opportunity to compete."[6]

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[4] Memorandum Report and Order, *Application by SBC Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, CC Dkt. No. 00-65, ¶ 256 (rel. June 30, 2000) (*"SWBT Texas Order"*).

[5] *See Bell Atlantic New York Order* at ¶ 291; *see also Second Louisiana Order* at ¶ 279.

[6] Memorandum and Order, *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks, Inc., For Authorization to*
(Footnote continued on next page)

Q. DOES BELLSOUTH MEET THE APPLICABLE STANDARD?

A. No. As I explain below, BellSouth fails to meet the guidelines and expectations that the FCC has set forth. BellSouth's unwillingness to provide non-discriminatory access to its unbundled loops with porting has caused "competitive harm" to CLPs as well as denied CLPs "a meaningful opportunity to compete."[7]

Q. WHAT ARE THE ELEMENTS OF THE COORDINATED CUT-OVER (HOT CUT) PROCESS?

A. The hot cut process involves two separate changes to a customer's service that must be made at approximately the same time: (1) the manual transfer of the customer's loop so the loop terminates on the CLP's switch rather than on BellSouth's switch (the loop cut); and (2) the porting of the customer's number, including the software changes and the disconnection of the BellSouth switch translations that permit the appropriate routing of inbound calls to the customer based upon the customer's existing telephone number.[8] The coordinated conversion process is called a hot cut because the customer's loop is lifted or "cut" while it is still in active service (i.e., the loop is "hot"), resulting in a temporary loss of active service.

(Footnote continued from previous page)
Provide In-Region, InterLATA Services in Massachusetts, Before the Federal Communications Commission, CC Docket NO. 01-9, FCC 01-130 (rel. April 16, 2001) at ¶ 122 ("*Verizon Massachusetts Order*").

[7] *Id.* at ¶ 122.

[8] Although unbundled loops and number portability may be provided separately, AT&T orders the two items together as the two portions of a hot cut.

Q. WHAT IS THE SIGNIFICANCE OF "COORDINATION"?

A. A CLP can order a hot cut with or without order coordination. A "without coordination" hot cut means that BellSouth can work the order at any time on the due date. Further, BellSouth will notify the CLP at any time on the due date that the loop and port are ready to be converted. A "with coordination" or time-specific hot cut means that BellSouth and the CLP coordinate their respective roles in each step of the process so that AT&T knows and confirms the precise time on the due date that the hot cut is complete. AT&T orders, and pays a premium price for, the loop "with coordination" in order to increase the predictability of the experience for our customer. Once the loop is transferred from the BellSouth switch, the AT&T technician is able to immediately complete the number port.

Coordination of a hot cut is a complex matter. Both BellSouth and the CLP must perform multiple tasks in the ordering and provisioning processes of the hot cut, and both parties to the hot cut must coordinate these operations in the proper, agreed-upon sequence. If the multiple steps of the hot cut process are not performed in the proper sequence, and in a coordinated manner between BellSouth and the CLP, and if BellSouth does not complete its downstream processes appropriately, the customer will experience a service outage. The FCC has observed that proper coordination of the hot cut between the Bell Operating

Company and the CLP is "critical because problems with the cut over could result in an extended service disruption for the customer."[9]

Q. PLEASE DESCRIBE THE HOT CUT PROCESS IN DETAIL.

A. The hot cut process followed in the AT&T work center has eight steps: (a) Pre-Design; (b) Design; (c) Local Exchange Contact; (d) Customer Contact; (e) Number Portability; (f) Testing; (g) The Hot Cut; and (h) Quality Assurance.

- In the Pre-Design step, AT&T accesses BellSouth's pre-ordering Operations Support Systems ("OSS") in order to obtain the correct customer information, such as name, address and telephone number. An AT&T agent types his information into the AT&T systems to create the AT&T customer service record and establish the bill. The agent must take special care to ensure the information on AT&T's order matches BellSouth's customer service record.

- The Design step is where AT&T electronically assigns specific facilities in AT&T's switch and equipment located in AT&T-owned collocation space in a BellSouth central office. BellSouth will provide AT&T the customer's loop, which is connected to AT&T's switch through the collocation site. It is at this point that AT&T needs access to BellSouth's LFACS database to confirm that Connecting Facility Assignment ("CFA") information in each database matches.

- The Local Exchange Contact step involves AT&T's preparation of the Local Service Request ("LSR") for electronic submission to a BellSouth interface. The LSR specifies a date and time for the conversion based on the needs of the AT&T customer. Upon receipt of the LSR, BellSouth validates that the order is error free, and sends AT&T a Firm Order Commitment ("FOC").[10] The FOC indicates that the order has been checked for errors and will be processed and provisioned at a specific time on a specific date. BellSouth does not check for facility availability or for technician availability prior to sending the FOC to AT&T.

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[9] *Bell Atlantic New York Order* at ¶ 291 n.925.

[10] Prior to the May 15, 2001 Memorandum of Understanding ("MOU") reflecting AT&T's and BellSouth's Hot Cut process, the FOC was defined as a "Firm Order Confirmation."

- The first quality assurance step is the Customer Contact. This step involves a second review of the order by AT&T along with notification to the customer regarding the specific time and date when the hot cut is scheduled to take place, based on the information BellSouth returned on the FOC.

- The Number Portability step requires notification of the National Number Portability Administrator that reprogramming is needed to move the customer's telephone number from BellSouth to AT&T. This is done by sending an electronic "create" message to the administrator for activation of the telephone service at a later point in the process.

- During the Testing stage, BellSouth should determine that AT&T's connecting facilities are ready by checking to see if Dial Tone and Automatic Numbering Identification ("ANI") are present. Within 24 to 48 hours prior to the start of the actual hot cut, BellSouth should place a concurrence call to notify AT&T of the test results and whether the hot cut can proceed as scheduled. During the concurrence call, BellSouth shall provide the following information to AT&T: (1) Dial Tone and ANI Results; (2) FOC Due Date; (3) FOC Frame Due Time; (4) Number of Lines; and (5) Cable and Pair Assignment. The review of information provided on the initial LSR and returned FOC is another precaution to ensure that no unanticipated conversion occurs. The concurrence call is the first time that BellSouth informs AT&T whether the previously confirmed FOC date and time of the cut-over will be met. If BellSouth is unable to meet the date and time originally scheduled for the conversion, then AT&T must contact the customer to determine an acceptable alternative and reschedule the date and time for the cut.

- After the testing is completed, the Physical Connection, or the actual hot cut, is performed. The loop is disconnected from BellSouth's switch and cross-connected to the equipment in AT&T's collocation space (the loop cut).

- Quality Assurance is the final step in the process and ensures that the customer has full service. AT&T reviews whether all the lines and features have been successfully ported and sends a message to the National Portability Administration Center ("NPAC") indicating that the number should be ported. AT&T then accepts the service from BellSouth. At this point, BellSouth should send its internal disconnect orders, which terminate BellSouth billing to the customer and remove the customer from the BellSouth switch by removing the translations. The customer should now be able to make and receive calls as an AT&T customer.

Attached to my testimony as Exhibit DCB-2 is a video depicting the hot cut process. The video includes the simulation of a technician physically changing the loop from the incumbent local exchange carrier to the new local service provider. This step was simulated because a BellSouth technician in a BellSouth central office performs the actual work of physically connecting the customer's loop to AT&T's central office switch.

Q. HAS AT&T ATTEMPTED TO WORK WITH BELLSOUTH TO IMPROVE THE PREDICTABILITY OF THE HOT CUTS PROCESS?

A. Yes. AT&T has worked with BellSouth over two years in an attempt to establish and implement an efficient, reliable, and predictable process for hot cut provisioning. Over much of this time, AT&T and BellSouth engaged in negotiations meant to minimize problems affecting AT&T's customers related to hot cuts. Until recently, AT&T and BellSouth were at gridlock in negotiations. Meanwhile, AT&T's efforts to compete with BellSouth were hampered by BellSouth's problems in hot cut ordering and provisioning.

Q. HAVE AT&T AND BELLSOUTH REACHED AGREEMENT REGARDING ANY PARTS OF THE HOT CUT PROCESS?

A. Yes. On April 16, 2001, AT&T and BellSouth came to an agreement in principle concerning hot cuts and memorialized that agreement in a Memorandum of Understanding ("MOU"). The MOU became effective on May 15, 2001, and is attached as Exhibit DCB-3. AT&T believes the MOU is a positive, but much delayed, step forward in AT&T's ongoing effort to resolve the ordering and

provisioning problems that AT&T experiences when its customers undergo a "hot cut."

Q. DOES THE MOU CONTAIN METHODS AND PROCEDURES IMPLEMENTING THE PARTIES' AGREEMENT?

A. No. AT&T and BellSouth have not yet established methods and procedures to implement, or "operationalize," all aspects of their agreement. The MOU by its terms only became effective on May 15, 2001.

Q. DOES THE MOU RESOLVE ALL OF AT&T'S CONCERNS REGARDING THE HOT CUTS PROCESS?

A. The MOU is an encouraging step, but AT&T reserves judgment on the efficacy of the hot cuts process until it gains more experience with the process and related methods and procedures to be developed from the MOU. Additionally, in working to implement the language in the MOU into our respective work centers, BellSouth and AT&T found three areas of operational disagreement. Indeed, as part of the negotiation of the open issues related to the MOU, BellSouth has agreed to participate in a second round of data reconciliation in Georgia to determine whether the new process is effective in eliminating or at least minimizing AT&T customer dissatisfaction.[11] That data reconciliation has not yet taken place since the two companies have not agreed on what activity constitutes the end of the cut.

[11] The Georgia Public Service Commission required AT&T and two other CLPs in Georgia to conduct an initial data reconciliation with BellSouth regarding UNE-Loop hot cuts from September 11 through November 3, 2000.

Q. PLEASE PROVIDE AN EXAMPLE OF AN ISSUE THAT THE MOU ADDRESSES BUT MAY NOT RESOLVE.

A. The implementation of the MOU may not adequately resolve the concerns AT&T has with the hot cuts process. For example, BellSouth's post-provisioning maintenance has failed to adequately address troubles such as line noise, bad pairs, and absence of dial tone during the seven days immediately following the hot cut. My discussion of these concerns will be supplemented as necessary as data and additional information become available.

Q. WHAT ARE AT&T'S PRIMARY CONCERNS REGARDING HOT CUTS?

A. AT&T's customers suffer from the following deficiencies:

- BellSouth's failure to provide a reliable schedule for performance of hot cuts;
- BellSouth's efforts to eliminate the date- and time-specific hot cut;
- Erroneous disconnection and undue delay in reconnection;
- BellSouth's failure to consistently notify AT&T that the loop has been transferred to AT&T;
- BellSouth's discriminatory service center support; and
- The absence of performance measures that adequately reflect the customer experience.

Q. DOES BELLSOUTH PROCESS ORDERS FOR HOT CUTS PROMPTLY?

A. No. A hot cut order is an order for a loop with local number portability ("LNP"). However, BellSouth's OSS cannot consistently process orders including LNP in a mechanized manner. Although AT&T submits these orders electronically, many

fall out of BellSouth's system and must be processed manually, with the associated delay and increased likelihood of error.

Q. HOW DOES AT&T DETECT THESE DELAYS?

A. Evidence of the delays in these orders appears in BellSouth's performance reporting[12] and in AT&T's own tracking of performance of its orders. BellSouth's performance data for June 2001 indicates that, although AT&T sent all of its orders for Loops with LNP to BellSouth electronically, only 21.4% of the orders were fully mechanized.[13] That means that over 78% of AT&T's loop and port orders were processed as partially mechanized or manually. BellSouth's failure to adequately provide mechanized handling of LNP burdens the majority of hot cut orders with additional delays associated with partially mechanized orders.[14]

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[12] As outlined in the testimony of Sharon E. Norris filed in this docket, BellSouth's self-reported performance data is incomplete and inaccurate. Even if this issue is laid aside, however, BellSouth's reported performance data does not present a picture of compliance with the Act's requirements.

[13] A Fully Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLP via EDI, LENS, or TAG.

[14] A Partially Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLP via EDI, LENS, or TAG.

Q. PLEASE DESCRIBE AT&T'S CONCERN REGARDING CFA CHECKS.

A. Another source of unreasonable delay in the hot cut process occurs when BellSouth returns a FOC without first checking the availability of its Connecting Facility Assignments ("CFAs").[15] The delay arises because AT&T informs its customer of the date and time of the expected hot cut based upon BellSouth's FOC. The customer justifiably relies upon the FOC date and time when planning for the cutover. This planning often includes modification of production and personnel schedules, as well as arranging for an equipment vendor to be present at the time of the cut. In addition, AT&T allocates its resources to accommodate the cutover on the due date at the due time. In those cases where BellSouth subsequently identifies a CFA conflict, BellSouth issues a post-FOC clarification or jeopardy, which can delay the hot cut. This delay inconveniences both the customer and AT&T.

Q. WHAT IS THE IMPACT OF BELLSOUTH'S FAILURE TO PERFORM A PRE-FOC CFA CHECK?

A. When the CFA check is not performed before the issuance of a FOC, the following problems occur:

[15] Exhibit DCB-4, attached hereto, illustrates the CFA check. The CFA check determines whether the cable and pair assignments at AT&T's collocation space and at BellSouth's Main Distributing Frame match. It requires looking into both AT&T's and BellSouth's software databases to identify the status of the physical assignment of cable and pairs connecting AT&T's point of termination to BellSouth's network. The status of the assignment should be either active or spare. If both assignments are spare, the CFA verification step proceeds. If the cable pair assignment is not properly matched, however, both companies will encounter rework activities in order to obtain a new cable pair for the customer's requested order.

- Due dates are missed because BellSouth must design a loop facility. Consequently, the customer must have the due date and or due time changed because of BellSouth's late design.

- AT&T agents are forced to rework orders and perform tasks that have already been performed. Resources are therefore wasted on re-working old orders instead of other hot cut activities.

- AT&T must incur the additional cost of supplementing its original order or issuing an entirely new order and restarting the hot cut process.

- AT&T agents are forced to perform redundant verifications of the CFA information previously obtained prior to issuing the initial LSR.

- AT&T must perform unnecessary physical cable and pair assignment checks.

All of these problems ultimately cause delay in customer orders and denial of telephone service with a new local service provider.

Q. WHAT IS LFACS AND HOW WOULD AT&T'S ACCESS TO BELLSOUTH'S LFACS DATABASE REDUCE THE DELAYS ASSOCIATED WITH CFA CONFLICTS?

A. BellSouth's Loop Facility Assignment Control System ("LFACS") database confirms that a connection can be achieved from the CLP collocation site located in BellSouth's central office to the customer's location. If AT&T had access to BellSouth's LFACs database, we would experience a reduction in the number of CFA discrepancies, because AT&T would be able to check assignments in BellSouth's database before sending its LSR to BellSouth. Other web-based tools offered by BellSouth do not allow the CLP to check the facilities until after the order is sent.

Q. HAS BELLSOUTH GIVEN AT&T ACCESS TO THE LFACS DATABASE?

A. No. BellSouth agreed to give AT&T access to LFACS in the MOU, but that access has not yet been granted. The MOU stated that LFACS access would be included in BellSouth's Release 10, which later became Release 9.4. BellSouth has repeatedly postponed granting AT&T access to LFACS, and post-FOC CFA problems persist. Although BellSouth initially indicated AT&T would have LFACs access by first quarter 2001, BellSouth first delayed the rollout until June 2001. Most recently, BellSouth indicated it would give AT&T LFACs access by June 22, 2001. BellSouth, however, did not do so. AT&T is still unsure when access to LFACS will be granted. Meanwhile, until BellSouth makes useful LFACs access available, AT&T must address CFA problems by exchanging spreadsheets with BellSouth, and AT&T's local service customers continue to undergo substantial inconvenience.

Q. WHAT IS THE HISTORY OF AT&T'S AND BELLSOUTH'S DISAGREEMENT OVER HOT CUT START AND STOP TIMES?

A. During the negotiation period leading up to the signing of the MOU, BellSouth was ordered by the Georgia Commission to participate in a data reconciliation with three CLPs, including AT&T. This data reconciliation involved the collection and comparison of provisioning data and the reconciliation of the root cause of differences in that data. This reconciliation was performed under the guidance of the Georgia Commission from September 11, 2000 through November 3, 2000.

During this reconciliation process, AT&T and BellSouth uncovered three operational disagreements. Two of the three disagreements have been negotiated and settled. The third involves the definition of the hot cut stop time, as well as BellSouth's intention to request a four-hour window to start a conversion when the customer's BellSouth service was provided over a BellSouth integrated digital loop carrier ("IDLC") facility. Attached to my testimony as Exhibit DCB-5 is AT&T's letter of April 19, 2001 to BellSouth concerning AT&T's concerns with BellSouth's proposal for hot cuts or coordinated conversions. As you can see from the letter, AT&T has not agreed to this request, which would effectively eliminate CLP access to date- and time-specific hot cuts.

Q. PLEASE SPECIFY THE CIRCUMSTANCES UNDER WHICH BELLSOUTH WANTS ADDITIONAL TIME TO START HOT CUTS.

A. The operational disagreement concerns the situation in which AT&T orders and pays the associated additional fee for a date- and time-specific hot cut, and the customer to be transferred has existing local service on BellSouth's IDLC.

Q. WHAT IS THE NATURE OF THE DISAGREEMENT?

A. AT&T and BellSouth disagree on the appropriate start time for customers on IDLC facilities and the appropriate stop times for all customers for the physical connection of the loop during the hot cuts process. The physical connection is the crucial step because it involves loss of active service.

Q. WHAT IS BELLSOUTH'S POSITION?

A. BellSouth contends it wants a four-hour window in which to start the physical connection step. For example, BellSouth might begin the cut by disconnecting active service at anytime between 8 a.m. and noon or between 1 p.m. and 5 p.m. BellSouth acknowledges that this proposal removes the time-specificity of AT&T's order and has agreed that it would waive the time-specific fee.

Q. WHY IS A FOUR-HOUR START WINDOW UNACCEPTABLE TO AT&T?

A. BellSouth's proposal utterly disregards the necessity of minimizing the duration and impact of the customer's service outage and maximizing the predictability of the customer's experience. AT&T's local service customers must be able to plan and prepare for a service outage, and they should not have to put a half day's business "on hold" just to change local service providers.

Q. *PLEASE PROVIDE AN EXAMPLE.*

A. Suppose a pizza delivery business wanted to change local service providers and needed to have the cut performed outside of its busy hours. Further, suppose that the business was served by an IDLC loop from BellSouth. A loss of telephone service during either of the requested four-hour windows, 8:00 a.m. until 12 noon or 1:00 until 4:00 p.m. would have a significant negative impact on this customer's lunch business, and an outage during the afternoon window could also impact the dinner business. Faced with the risk of a telephone outage that could jeopardize business, this customer could reasonably choose not to leave its

incumbent provider. BellSouth's imposition of such a barrier to competition is inconsistent with the purpose of the Act.

Q. WHAT IS THE EXTENT OF THE IMPACT OF BELLSOUTH'S PROPOSAL TO ELIMINATE TIME-SPECIFIC HOT CUTS?

A. This proposal by BellSouth will affect numerous customers because BellSouth is rolling out IDLC in vast quantities. BellSouth has already deployed IDLC over a large part of its network. If accepted, BellSouth's proposal would eliminate the availability of time-specific hot cuts for those customers. As BellSouth continues to deploy increasing amounts of IDLC, this proposal would effectively eliminate time specific orders from hot cut provisioning.

Q. WHAT IS AT&T'S CONCERN REGARDING ERRONEOUS DISCONNECTS?

A. BellSouth's legacy systems include no mechanism to ensure coordination of all of the activities associated with a hot cut. This deficit can cause outages or other inconveniences for customers who change their local service provider from BellSouth to a CLP. One type of error commonly associated with the hot cut process is the erroneous disconnect. This might arise in the following manner: AT&T issues an LSR and receives a FOC. This FOC initiates a number of internal controlling component orders in BellSouth's system, including the loop facility component order, the port component order, and the facility disconnect order, among others. If, in this hypothetical example, AT&T's customer requests a change and AT&T issues a supplemental order changing the date, BellSouth has no mechanism to ensure that all of its internal orders reflect the change. If the

facility disconnect order remains unchanged, BellSouth could--and does--disconnect the customer's service in error.

Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY DISCONNECTED SERVICE OF AN AT&T CUSTOMER WHEN THE ERROR IS AT&T'S?

A. When BellSouth erroneously disconnects an AT&T local service customer because of an AT&T error, BellSouth treats AT&T's request for resolution as a request for new loops. The result of BellSouth's treatment of the request as an order for new loops is that the erroneously disconnected AT&T customer can remain out of service for seven days, despite AT&T's request and payment for "expedited" service. It does not matter what process BellSouth uses to restore the customer. What matters is the time the customer is impaired.

Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY DISCONNECTED SERVICE TO ITS OWN CUSTOMER?

A. I assume so. The North Carolina Utilities Commission requires that BellSouth restore service to out of service customers within twenty-four hours 95% of the time.

Q. WHAT IS THE IMPACT OF THIS DISCRIMINATORY TREATMENT OF AT&T'S CUSTOMERS?

A. The erroneous disconnection of a customer's active service can be devastating to the customer. AT&T's goal is to ensure disconnects in error are rare -- preferably non-existent. BellSouth's goal should be to restore service at the earliest possible time, regardless of the customer's local service provider and regardless of the source of the error. BellSouth, however, reserves prompt service restoration for

its own customers. This practice violates the Act's parity requirement and pro-competition policies.

Q. PLEASE DESCRIBE AT&T'S CONCERNS REGARDING BELLSOUTH'S SERVICE CENTER STAFFING.

A. AT&T is concerned that BellSouth's support centers are insufficiently staffed to respond to and resolve CLP troubles in a timely manner.

Q. PLEASE PROVIDE AN EXAMPLE RELATED TO HOT CUTS PROVISIONING.

A. In the past, BellSouth service center representatives refer LNP-related problems to only a limited number of representatives. Although BellSouth claims that all service representatives are equally trained, the reality is that BellSouth has only a few people trained and equipped to handle problems with LNP orders.

In light of the fact that LNP is not adequately mechanized, and given the increased error rate among manually-handled orders, BellSouth's failure to provide adequate support for the inevitable problems is unreasonable. Although the staffing shortage impacts other areas, this problem is particularly acute in the area of hot cuts, because every hot cut involves number porting.

Q. DO BELLSOUTH'S CLP SERVICE CENTERS PROVIDE SERVICE THAT IS COMPARABLE TO THE SERVICE BELLSOUTH PROVIDES ITS RETAIL CUSTOMERS?

A. No. BellSouth's LCSCs, which handle CLP calls regarding existing orders, do not answer calls as promptly as BellSouth's retail Residence Service Centers ("RSCs") or retail Business Service Centers ("BSCs") handle BellSouth's service calls, even though the performance standard set by the Georgia Commission for

LCSC answer time performance is supposed to be at parity with BellSouth's retail.

Q. PLEASE PROVIDE SPECIFIC DATA DEMONSTRATING THE DISCREPANCY BETWEEN THE SERVICE BELLSOUTH PROVIDES CLPS AND THE SERVICE BELLSOUTH PROVIDES ITS RETAIL OPERATIONS.

A. In July 2001, the average answer time at BellSouth's Retail Business Service Center was 26 seconds. In contrast, the CLPs' calls are answered at the LCSC with an average answer time of 59 seconds. Although BellSouth's performance in the LCSC is better than its residential service center performance (218 seconds in July 2001), the hold times CLECs experience are consistently far longer than BellSouth's other business retail customers.[16] BellSouth's performance in the LCSC has failed to meet the standard of parity with the BellSouth Retail Business Service Center.

Q. WHAT IS THE IMPACT OF BELLSOUTH'S DISCRIMINATORY SERVICE PROVISIONING?

A. The extended answer times that CLPs experience result in delay in resolution of problems, and therefore impact customers. Moreover, AT&T is required to increase its own personnel coverage to make up for the time its employees spend awaiting assistance from BellSouth. Additionally, this measurement does not completely reflect the CLPs' experience. AT&T regularly experiences the LCSC

[16] Exhibit DCB-6 is a chart showing a breakdown of BellSouth's hold times for BellSouth's retail customers that call BellSouth's Residential Service Center and Business Service Center, and CLP's hold times when calling BellSouth's Local Carrier Services Center. This measure does *NOT* include the hold time experienced by CLPs when representatives put them on hold after finally answering the phone.

representatives putting calls on hold for up to 45 minutes to an hour before discussing the issue.

Q. PLEASE DESCRIBE YOUR CONCERNS REGARDING BELLSOUTH'S PERFORMANCE MEASURES FOR HOT CUTS.

A. A hot cut is an extremely complex process, which, if improperly conducted, can have a devastating impact upon customers. Despite the critical nature of this process and the wholesale customer dissatisfaction BellSouth can cause, the measure of BellSouth's performance in this area remains inadequate. BellSouth does not employ sufficient performance measures to provide monitoring information to ensure a satisfactory customer experience.

Q. WHAT HOT CUT PERFORMANCE MEASURES DOES BELLSOUTH PROVIDE?

A. BellSouth currently provides four performance measures unique to Coordinated Customer Conversions:

- Measure P-7, Coordinated Customer Conversions Interval measures the interval from the time the technician disconnects the customer's loop from the BellSouth switch until he or she cross-connects the loop to the CLP's equipment.

- Measure P-7A, Coordinated Customer Conversions – Hot Cut Timeliness Percent Within Interval and Average Interval, measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLP requested start time, measuring the percentage of orders where the cut begins within fifteen minutes of the requested start time of the order and the average interval.

- Measure P-7B, Coordinated Customer conversions – Average Recovery Time, measures the time between notification and resolution by BellSouth of a service outage found prior to the service order completion that can be isolated to the BellSouth side of the network.

- Measure P-7C, Hot Cut Conversions – Percent Provisioning Troubles Received Within Seven Days of a Completed Service Order, measures the percent of provisioning troubles received within seven days of a completed service order associated with coordinated and non-coordinated customer conversions.

These measurements, however, ignore critical hot cut issues.

Q. WHAT CRITICAL HOT CUT ISSUES DO THESE MEASUREMENTS IGNORE?

A. The following measures must be monitored to ensure the customer experience is captured in the performance measures:

- Whether the cut was completed in a timely manner. Measure P-3, Percent Missed Installation Appointments, only measures whether BellSouth completed the cut on the day ordered, not at the time specified;
- Whether the FOC was issued in time to allow the CLP to timely activate the number porting process and perform other essential activities;
- Whether the customer's service was impaired during the provisioning process; and
- Whether the CLP was notified of the cut so it could timely port the number.

Lack of timely and accurate performance in any one of these areas negatively impacts the customer's service.

Q. HAS THE FCC ADDRESSED THIS ISSUE?

A. Yes. In the *Bell Atlantic New York Order*, the FCC discussed the minimum requirements for meeting three hot cut measures that Bell Atlantic was to satisfy in order to comply with the 271 checklist.[17] The first measure is called Hot Cut

[17] *See Bell Atlantic New York Order* ¶ 309. Bell Atlantic was required to meet on-time hot cut performance at rates at or above 90%, have fewer than 5% of hot cuts result in service outages, (Footnote continued on next page)

Timeliness, but the calculation of the measure presented by the FCC differs from BellSouth's calculation of the measure. The second measure, Percent of Hot Cuts Resulting in Outages, has been adopted in Georgia as a diagnostic (referenced by the Georgia Public Service Commission as the measure of average recovery time), but BellSouth has not yet begun reporting the data. The third measure is Percent Hot Cut Troubles in Seven Days. BellSouth reports this measure with compliant performance.

Q. IS BELLSOUTH'S HOT CUT TIMELINESS MEASURE ADEQUATE?

A. No. Because its timeliness measure differs from that discussed in the *Bell Atlantic New York Order*, BellSouth lacks a measurement to accurately determine whether it is performing time-specific cuts at the time specified and paid for by the CLP. BellSouth reports on-time performance relative only to the day the cut was scheduled and the time that the cut began according to BellSouth records. CLPs cannot track when the cut begins as BellSouth does not have a tracking mechanism in place for this measurement. BellSouth's performance measures omit the critical issue of when the cut-over of the customer's service and transition to AT&T was completed by BellSouth so AT&T was able to port the number and fully restore the customer's service.

(Footnote continued from previous page)
and have less than 2% of its hot cuts have installation troubles in order to be in compliance with the competitive checklist.

Q. WHAT IS BELLSOUTH'S REPORTED HOT CUT TIMELINESS USING ITS INADEQUATE MEASURE?

A. According to BellSouth's analysis, available on the PMAP website, BellSouth claims it performed 98.59% of its starts on time in April 2001; 98.94% of its starts on time in May 2001; 99.4% on time in June 2001; and 97.01% on time in July 2001.[18]

Q. DOES BELLSOUTH'S HOT CUT TIMELINESS PERFORMANCE MEET THE REQUIRED MEASURES IN THE *BELL ATLANTIC NEW YORK* ORDER?

A. No. Under this measure, AT&T concludes that BellSouth is not performing at an acceptable level. In calculating its data, AT&T relied upon the loop cutover calculation measures required by the FCC in its Bell Atlantic New York Order and assumed the start date and time matched the date and time returned by BellSouth on the FOC. AT&T's data indicates that BellSouth's on-time performance for completing hot cuts in April 2001 was 72.3%; in May it was 80.3%; in June it was 77.08%; and in July it was 66.26%.[19]

Q. WHAT IS THE IMPACT OF BELLSOUTH'S FAILURE TO PROVIDE ADEQUATE MEASUREMENTS OF ITS HOT CUT TIMELINESS PERFORMANCE?

A. BellSouth's performance in the provisioning of hot cuts has an enormous impact on the customer's experience during the customer's transition to a CLP's service.

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[18] As stated earlier, BellSouth's self-reported performance data is not in compliance with the Georgia Commission's latest order and is incomplete and inaccurate. Even if these issues are laid aside, however, BellSouth's reported performance data does not present a picture of compliance with the Act's requirements.

[19] See Exhibit DCB-7 (Regional Hot Cut Analysis for January-July, 2001).

Performance assessment is therefore imperative for a proper 271 analysis, and BellSouth's performance cannot be adequately assessed without more appropriate performance measures. Consequently, based on the present performance measurements, BellSouth cannot and has not established that it complies with Checklist Items 2, 4 and 11.

II. LOCAL NUMBER PORTABILITY (CHECKLIST ITEM 11)

Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING NUMBER PORTABILITY?

A. Section 271(c)(2)(B) of the Act requires an ILEC to comply with the number portability regulations adopted by the FCC pursuant to section 251.[20] Section 251(b)(2) requires all LECs "to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission."[21] Accordingly, BellSouth must provide number portability in a manner that allows users to retain existing telephone numbers "without impairment in quality, reliability, or convenience."[22] The FCC states that these rules require that any long-term number portability method "does not result in any degradation in service quality or network reliability when customers switch carriers."[23]

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[20] 47 U.S.C. § 271(c)(2)(B)(xi).

[21] *Id.*, § 251(b)(2).

[22] *Id.*

[23] 47 CFR ¶ 52.23(a)(5).

Q. IS BELLSOUTH PROVIDING LOCAL NUMBER PORTABILITY AS REQUIRED BY THE ACT AND THE FCC?

A. No. The quality of BellSouth's LNP processes does not meet the FCC's standard, and AT&T and its customers are experiencing chronic, persistent problems with LNP.

Q. WHAT IS NUMBER PORTABILITY?

A. LNP is a network feature that allows a telephone number that originally was assigned to one switch to be "ported" to a second switch. This feature gives customers the ability to change local service providers without changing their telephone number. The FCC mandated that the Local Routing Number ("LRN") method of LNP be deployed under industry guidelines developed by the Local Number Portability Administration working group ("LNPA") of the FCC's North American Numbering Council ("NANC"). LRN allows the re-homing of individual telephone numbers to other switches through an addressing and routing scheme that uses the SS7 signaling network and centralized databases. Each public network switch is assigned a ten-digit LRN, and each customer's telephone number is matched in a regional database with the LRN for the switch that serves that telephone number.

Q. WHAT IS THE IMPORTANCE OF THE AIN TRIGGER?

A. The setting of a trigger in the switch currently serving the customer, the "donor" switch, causes call termination in that switch for the particular telephone number to be suspended and a query sent to the LNP database for routing information. If the CLP has not yet activated the port, the donor switch will route the call within

itself. If the CLP has activated the port, the donor switch will be instructed to route the call to the CLP switch.

Simply stated, the AIN trigger puts the BellSouth switch on alert that the customer is changing local service providers. When a call for the customer arrives in the BellSouth switch, instead of automatically completing the call on the old BellSouth loop, the trigger causes the switch to check whether the number port has been activated by the CLP. If it has, the BellSouth switch sends the call to the CLP switch for completion. If it has not, the BellSouth switch will complete the call as it has in the past.

Q. WHEN SHOULD THE AIN TRIGGER BE SET?

A. The presetting of the trigger gives the CLP the ability to control the activation of number portability for the telephone number on the date agreed to with the customer. According to national standards, BellSouth should preset AIN triggers for all ported numbers in the donor switch on the day before the porting is to occur. In some circumstances, translations must be manually set on the day the number is ported for some types of telephone numbers such as Direct Inward Dial. If BellSouth does not properly set the triggers or fails to do the manual translations on or before the due date, the CLP customer will lose some or all of its ability to receive incoming calls.

Q. WHY IS NUMBER PORTABILITY IMPORTANT?

A. Number portability is the ability of users of telecommunications services "to retain, at the same location, existing telecommunications numbers **without**

impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."[24] In its initial order on number portability, the FCC noted that number portability is essential to meaningful competition in the provision of local exchange services and affirmed that number portability provides consumers flexibility in the way they use their telecommunications services and promotes the development of competition among alternative providers of telephone and other telecommunications services.[25]

The FCC has also recognized that:

> a lack of number portability likely would deter entry by competitive providers of local service because of the value customers place on retaining their telephone numbers. Business customers, in particular, may be reluctant to incur the administrative, marketing, and goodwill costs associated with changing telephone numbers. As indicated above, several studies show that customers are reluctant to switch carriers if they are required to change telephone numbers. To the extent that customers are reluctant to change service providers due to the absence of number portability, demand for services provided by new entrants will be depressed. This could well discourage entry by new service providers and thereby frustrate the pro-competitive goals of the 1996 Act.[26]

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[24] 47 U.S.C. § 153(30) (emphasis added).

[25] *First Number Portability Order* ¶ 28.

[26] *Id.* ¶ 31 (citations omitted).

Q. IN AT&T'S EXPERIENCE, DOES BELLSOUTH PROVIDE NUMBER PORTABILITY "WITHOUT IMPAIRMENT IN QUALITY, RELIABILITY, OR CONVENIENCE," AS THE ACT AND THE FCC REQUIRE?

A. No. AT&T's customers have experienced numerous and persistent problems with BellSouth's implementation of number portability, including:

- Loss of inbound service (caused by failure to do translations or set triggers);
- Reassignment of telephone numbers;
- Duplicate billing by BellSouth;
- Problems with partial ports of service; and
- Inability to transfer customer immediately back to BellSouth, if necessary.

In addition, BellSouth's self-reported results for number portability do not meet benchmarks for at least one of the reported metrics.

Q. DESCRIBE THE PROBLEM AT&T CUSTOMERS HAVE WITH LOSS OF INBOUND CALLING CAPABILITIES.

A. BellSouth has a process problem that causes some AT&T customers to lose the ability to receive calls from BellSouth customers. BellSouth either cannot or will not implement a solution that would allow its systems to support AIN triggers for certain types of customers. The problem occurs frequently when a business customer with a Private Branch Exchange ("PBX") has Direct Inward Dial ("DID") trunks to the PBX. When this type of customer has its numbers ported from BellSouth to AT&T or another CLP, the customer often loses the ability to receive inbound calls from BellSouth customers that are still on the BellSouth donor switch.

Q. HAS AT&T TAKEN ANY STEPS TO ADDRESS THIS PROBLEM?

A. This has been a chronic problem for AT&T and its customers when they are ported from BellSouth. AT&T addressed this problem with BellSouth several times in 2000. The problem has been so pervasive and has such an impact on the customers that when porting business customers AT&T has established special procedures to call BellSouth and remind them to do the translation work in their switches on the due date. This manual work-around has reduced the incidence of the problem, but it places a disparate burden on AT&T's resources. Exhibit DCB-8 provides examples of AT&T's struggles with this problem over the past year.

Q. WHAT IS THE SOURCE OF THE PROBLEM?

A. The most common source of the problem is that in situations where the switch cannot implement an automatic trigger, BellSouth fails to perform translation work on its switch at the time the number is ported, so the switch is not programmed to consult the number portability database to determine where to route the number.

Q. WHAT HAPPENS WHEN BELLSOUTH FAILS TO PERFORM THE APPROPRIATE TRANSLATION WORK?

A. Without the appropriate translation, the switch tries to route calls to the AT&T customer within the switch and determines that the circuits to the PBX have been disconnected. When this happens, either the number will ring as if no one were answering the phone, or the person trying to call the AT&T customer will receive a message from the BellSouth switch that the number has been disconnected.

Q. IS THE CUSTOMER COMPLETELY WITHOUT SERVICE?

A. No. In fact, this problem is sometimes not detected immediately because the customer can make outgoing calls and can receive incoming calls that are routed through switches other than the donor switch.

Q. HOW DO AT&T'S CUSTOMERS REACT TO THE LOSS OF INBOUND CALLING?

A. AT&T has found that this problem is especially common when porting business customers. When new AT&T business customers discover they are unable to receive calls from certain callers, and that the callers are being told their number has been disconnected or rings unanswered, they become understandably upset. They think that AT&T has caused the problem. Some threaten to move their service back to BellSouth.

Q. DO BELLSOUTH CUSTOMERS EXPERIENCE THIS PROBLEM?

A. No. This problem arises when a customer changes local service providers from BellSouth to a CLP and ports its number. BellSouth customers do not have porting problems when they stay with BellSouth. This type of problem creates a barrier that prevents CLPs from attracting and keeping customers.

Q. WHAT IS THE IMPACT ON NEW CLP CUSTOMERS OF THE FAILURE TO RECEIVE CERTAIN INBOUND CALLS?

A. BellSouth's failure to perform all of the necessary functions associated with porting on or before the due date causes new CLP local service customers to receive unreliable local service and to be inconvenienced and potentially endangered by the failure to receive certain calls. Emergency services, such as

police, fire and medical, would most likely not be able to call the new AT&T customer until this problem is fixed. Businesses cannot receive calls from their customers and clients. For example, a psychiatrist's office would not receive calls from some of its clients, potentially causing a dangerous situation. This most severely impacts small businesses that serve a neighborhood or small local area, like a florist, a pizza shop, or a pharmacy.

Q. HOW HAS NUMBER ASSIGNMENT IN LOCAL SWITCHES TRADITIONALLY BEEN DONE?

A. Historically, blocks of 10,000 numbers have been assigned to local switches. A ten thousand block represents a complete NXX prefix in the North American Numbering Plan (NPA-NXX-XXXX). New CLP switches are assigned new NXX prefixes and the CLP is free to give phone numbers within the prefix to its customers. However, approximately 80% of the customers migrating to a CLP choose to keep their old BellSouth number. These customers are able to do so because incumbent LECs are required to provide number portability. When a CLP customer's number is ported, that number continues to be assigned to that customer. It should not be reassigned to someone else.

Q. DESCRIBE THE PROBLEM AT&T'S CUSTOMERS ARE EXPERIENCING WITH REASSIGNMENT OF THEIR TELEPHONE NUMBERS.

A. BellSouth has a chronic number reassignment problem. When a telephone number is ported to AT&T or another CLP, the number belongs to the CLP customer. Sometimes, however, BellSouth erroneously reassigns the number to a new BellSouth line.

Q. WHAT HAPPENS WHEN BELLSOUTH REASSIGNS A NUMBER BELONGING TO AN AT&T CUSTOMER?

A. When this happens, the AT&T customer receives calls from people who are attempting to call the new BellSouth customer. This causes confusion and inconvenience for the AT&T customer as well as the new BellSouth customer. Exhibit DCB-8 outlines number reassignment problems that have affected several of AT&T's customers.

The confusion associated with BellSouth's number portability problems can make it difficult for AT&T to identify the nature of the problems. For example, AT&T has recently attempted to help a customer resolve a number of problems it has experienced since it ported several large blocks of DID numbers from BellSouth to AT&T approximately six months ago.[27] As the email to BellSouth, attached as Exhibit DCB-10, explains, AT&T's customer has experienced a variety of ongoing problems with the ported numbers. In some instances, when a caller calls one of the ported numbers, the customer gets a different ported number. In other cases, the numbers ring without answer or the caller hears a notice that the number is disconnected. Further, AT&T's customer has received calls from outside individuals claiming that the number called was recently assigned to them. These significant, persistent problems have been very disruptive to AT&T's customer.

[27] This customer's problems also provide an example of partial porting problems, since this customer did not port all of its lines to AT&T.

Q. DOES THE NUMBER REASSIGNMENT OCCUR SOON AFTER THE CUSTOMER'S TRANSITION TO BELLSOUTH?

A. No. This number reassignment problem can surface more than a year after the number was ported. BellSouth's normal procedure when a customer discontinues service is to place the number in a pool of numbers to be "aged" for one year before it can be assigned to a new line. When BellSouth erroneously places a CLP customer's number in this pool, it postpones the manifestation of the problem. The problem is like a time bomb waiting to explode and disrupt the CLP customer's business or residential telephone use. When the problem occurs, customers blame it on their local service provider, the CLP, even though it is BellSouth's error.

Q. DO BELLSOUTH CUSTOMERS EXPERIENCE NUMBER REASSIGNMENT?

A. This problem arises when a customer changes local service providers from BellSouth to a CLP and ports its number. BellSouth customers do not have porting problems when they stay with BellSouth. This type of problem creates a barrier that prevents CLPs from attracting and keeping customers.

Q. HOW HAS AT&T ATTEMPTED TO REDUCE THE INCIDENCE OF ERRONEOUS NUMBER REASSIGNMENT?

A. There is no action that AT&T can take to reduce the incidence of number reassignment, short of never porting a number from BellSouth.

Q. PLEASE EXPLAIN WHAT IS A ZIPCONNECT OR "ODDBALL" CODE.

A. "Oddball" code is a term that the North American Numbering Plan Administration (NANPA) and other industry members use to refer to NXX codes that are considered throughout the industry as special use codes. There are twelve of these codes. BellSouth historically has assigned these numbers to certain BellSouth functions, such as retail support centers, network repair, equipment repair, or testing. Additionally, there are five "regional oddball codes" that BellSouth uses for customer needs. BellSouth's ZipCONNECT service allows customers to use a seven-digit telephone number for state-wide applications. Recently, BellSouth has assigned oddball codes to its retail customers.

Q. WHAT PROBLEMS ARE ASSOCIATED WITH BELLSOUTH'S ASSIGNMENT OF ODDBALL CODES TO RETAIL CUSTOMERS?

A. There are two major problems with the assignment of oddball codes to BellSouth retail customers. First, a CLP's local service customers cannot complete calls to oddball codes unless the CLP installs prohibitively expensive and duplicative interconnection trunking to one BellSouth end office in each NPA in the LATA, an inefficient result that is not required under the Act. These trunks are operator services trunks, and, because AT&T uses its own operator services platform, we have no need to install these types of trunks. Accordingly, CLP local service customers are unable to call BellSouth customers who have been assigned these oddball codes. In addition, a CLP local service customer who uses BellSouth equipment is unable to contact BellSouth repair in the event of equipment

problems. AT&T has lost customers and others are threatening to leave because they cannot complete calls to these numbers.

Second, oddball codes are internal to BellSouth and cannot be ported to CLPs. This means that a BellSouth retail customer with an oddball code number would have to change its number if it wanted to leave the incumbent local service provider. Number portability is very important to customers. A customer with an oddball code number that was considering changing local service providers could be deterred from making the change because it would lose its established telephone number. BellSouth's practice of assigning oddball codes to certain of its retail customers therefore erects a barrier to competition for those customers. BellSouth's practice of requiring CLPs to install special trunks and its practice of selling these numbers to retail customers violates the FCC's guidelines for non-discriminatory access to telephone numbers and the obligation to allow users to retain existing telephone numbers.

Q. CAN YOU EXPLAIN THE PROBLEMS AT&T CUSTOMERS HAVE REGARDING DUPLICATE BILLING?

A. Some AT&T customers continue to receive bills from BellSouth after they have switched local service providers from BellSouth to AT&T and ported their number. Exhibit DCB-9 contains examples of customer complaints for double billing. In a number of instances, BellSouth continued to bill the customer for months after the customer moved to AT&T. BellSouth compounds the problem when the AT&T customer calls BellSouth to complain about the erroneous bill, because BellSouth informs the customer that he is not a BellSouth customer and

advises him to call AT&T. When the customer contacts AT&T, however, AT&T is unable to solve the problem, because it is BellSouth's problem. In most cases, it takes the combined efforts of the customer and an AT&T customer representative to convince BellSouth to discontinue billing.

Q. HOW DOES THE DUPLICATE BILLING PROBLEM RELATE TO NUMBER PORTABILITY?

A. When AT&T sends an order to port a customer's telephone number, the process that BellSouth engages should stop all billing associated with the telephone number. The order for number portability not only sets up a change in routing, it also initiates a process that should disconnect BellSouth service from the customer's line, stop BellSouth billing, and change maintenance and repair responsibility. AT&T is the new service provider for that telephone number and will be billing the customer for the service. Accordingly, any billing associated with the service from BellSouth is in error. Even though this is a problem created by BellSouth, the customer calls AT&T to help fix the problem and some blame is associated with AT&T for the problem.

Q. WHAT IS A PARTIAL PORT?

A. A partial port occurs when a customer chooses to migrate some, but not all, of its lines to a CLP. In that case, BellSouth ports only part of the customer's service. For example, a business customer with ten lines might decide to have AT&T serve five of them.

Q. WHAT PROBLEMS DOES BELLSOUTH HAVE WITH PARTIAL PORTS?

A. BellSouth has had difficulty porting a subset of a customer's numbers. This is especially true if the main number, which BellSouth has used for billing, is ported to a CLP. BellSouth does not seem to be able to efficiently change the billing telephone number for the customer. This can cause problems with the customer's service on lines that stay with BellSouth. For example, if the customer wants to change features or call in a trouble, BellSouth may not be able to handle the call. This deficit in BellSouth's processes causes difficulty when the customer wants to modify service to the lines that stay with BellSouth.

Q. DOES THIS 'PARTIAL PORTING' PROBLEM AFFECT CUSTOMERS WHO STAY WITH BELLSOUTH FOR THEIR LOCAL SERVICE?

A. No. Once again, this problem only affects customers who have chosen to try out service with a CLP by allowing that CLP to provide some of their local service. When the customer experiences problems in this "try out" situation, the customer may determine that it is too risky to proceed with allowing the CLP to become the customer's sole local services provider. The risk of suffering complications with existing telephone service erects yet another barrier preventing customers from leaving the incumbent local service provider and inhibiting competition.

Q. WHAT DOES THE PHRASE "SNAP BACK" MEAN?

A. When a customer changes local service providers from BellSouth to a CLP and then immediately changes back to BellSouth, the rapid reversion to BellSouth-

provided service is known as a snap back. BellSouth reacquires the customer's number and provides service.

Q. WHAT CAUSES SNAP BACKS?

A. Snap backs generally occur because a customer changes his mind about switching to the CLP. Snap backs are much more prevalent among residential, rather than business, customers. A less common reason for a snap back is an AT&T facility problem that prevents provision of service to the customer in question, resulting in the need to return the customer to BellSouth service.

Q. DOES BELLSOUTH HAVE A PROCEDURE FOR PERFORMING SNAP BACKS?

A. No.

Q. DO OTHER ILECS LACK A SNAP BACK PROCEDURE?

A. No. BellSouth is the only ILEC without a snap back procedure.

Q. WHAT IS THE IMPACT ON NORTH CAROLINA CUSTOMERS OF BELLSOUTH'S FAILURE TO IMPLEMENT A SNAP BACK PROCESS?

A. An efficient snap back process is often necessary to assure continuity of service. BellSouth's failure to provide reliable snap back causes customers in North Carolina and other BellSouth states to risk loss of service in instances where the CLP has facility problems. Moreover, when a customer makes the choice to return to BellSouth and is told it cannot do so immediately, the customer's needs are frustrated. Customers understandably blame the CLP.

Q. WHAT IS THE IMPACT ON CLPS OF BELLSOUTH'S FAILURE TO IMPLEMENT A SNAP BACK PROCESS?

A. BellSouth's process failure impairs CLP efforts to compete. Customers come to know that when they switch to a CLP it is all or nothing. If something goes wrong they cannot immediately go back to BellSouth and may lose telephone service. BellSouth's lack of a good process for snap back is anti-competitive.

Q. DOES BELLSOUTH PROVIDE MEASURES OF ITS PERFORMANCE?

A. Yes. BellSouth measures and tracks its performance across a number of categories for ordering, provisioning, repair, and other services for which CLPs depend on BellSouth.

Q. ARE THE DATA BELLSOUTH REPORTS RELIABLE?

A. No. BellSouth's data integrity and reporting problems are discussed more fully in the testimony of Mr. Bradbury, Ms. Bursh and Ms. Norris.

Q. PLEASE DESCRIBE THE LNP-AVERAGE DISCONNECT TIMELINESS INTERVAL.

A. The LNP-Average Disconnect Timeliness Interval measures the time BellSouth takes to disconnect its service after a customer has been ported to AT&T.

Q. WHAT IS THE BENCHMARK FOR THE LNP-AVERAGE DISCONNECT TIMELINESS INTERVAL?

A. The current benchmark for disconnect is fifteen minutes.

Q. WHAT WERE BELLSOUTH'S SELF-REPORTED RESULTS?

A. For AT&T's Local Network Service and AT&T Digital Link in the BellSouth region, BellSouth missed the benchmark over 99% of the time in June 2001. June

2001 data is the latest data that is likely to become available for this measure, because BellSouth has removed this performance measurement from PMAP. BellSouth's breakdown in performance indicates a serious process problem and is unacceptable. For AT&T in North Carolina, BellSouth is missing the benchmark 97.4% of the time. The average interval in North Carolina for May was over eight hours, far longer than the benchmark. An average of eight hours implies that some disconnects are taking far longer.

Q. WHAT IS THE CUSTOMER IMPACT OF BELLSOUTH'S FAILURE TO MEET THE BENCHMARK FOR NEARLY 100% OF DISCONNECTS IN JUNE 2001?

A. If a disconnect is delayed too long, the CLP customer experiences problems associated with the ambiguity of two apparent service providers, including duplicate billing and inability to obtain resolution of trouble reports. These types of inconveniences and disruptions should not be associated with choosing a CLP for local telephone service. In addition, timely disconnect can solve the problem of loss of inbound service that was described earlier.

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING BELLSOUTH'S COMPLIANCE WITH ITS 271 OBLIGATIONS FOR HOT CUTS AND FOR OVERALL NUMBER PORTABILITY

A. While BellSouth claims that it is in compliance with its obligations under Section 271, the evidence reveals that BellSouth fails to meet the basic requirements for hot cuts and LNP. AT&T's experiences and commercial usage of BellSouth's hot cuts and number portability offerings demonstrates that BellSouth has not fully implemented checklist items 2, 4 and 11 in a nondiscriminatory manner that

complies with the law. BellSouth has not met its burden to establish compliance with these checklist items and therefore it cannot be permitted to provide interLATA services under Section 271.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Regional Hot Cut Analysis for January - July 2001

Notes and Assumptions

- Percent Hot Cuts Started On Time and Hot Cut Intervals cannot be calculated using the Denver provided data. The data does not indicate when the Hot Cut was actually started.
- I can calculate Percent Hot Cuts Completed On Time. For the Hot Cut completion duration I assumed my starting point to be the "SCHEDULED START DATE/TIME" and the ending point to be "DATE/TIME CLEC NOTIFIED CUT COMPLETE AND ACCEPTANCE TESTING OFFERED". I calculated the Percent Hot Cuts Completed on Time using two different methods:
  - Option 1 – 1 to 10 loops should take 1 hour to complete and 11 to 30 loops should take 2 hours to complete.
  - Option 2 – Each loop should take 15 minutes to complete.
- I consider an order completed "On Time" if it completes within the expected duration (using either Option 1 or Option 2 as described above) beginning at the "SCHEDULED START DATE/TIME".
- Below I indicated if the order completed less than or equal to 30 minutes late, greater than 30 minutes late, or more than 15/30 minutes early.
- The volumes below represent orders, not loops. There may be multiple loops per order.
- The data below is for Time Specific Hot Cuts only.
- Regional data only consists of GA, FL, and AL.

January Regional Analysis

Total # Time Specific LSRs:	741			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	113	15.2%		
Total Troubles After Completion:	14	1.9%		
	Option 1		Option 2	
Total On Time:	602	81.2%	573	77.3%
Total <= 30 Min. Late:	18	2.4%	39	5.3%
Total > 30 Min. Late:	65	8.8%	73	9.9%
Total > 15 Min. Early:	8	1.1%	8	1.1%
Total > 30 Min. Early:	48	6.5%	48	6.5%

- The January Regional PMAP report shows that 92.22% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 81.2% of the regional Hot Cuts completed On Time during January using Option 1 and **77.3% completed On Time using Option 2**. Please note that there is no Hot Cut Outage or Trouble data in PMAP for January.

February Regional Analysis

Total # Time Specific LSRs:	613			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	69	11.3%		
Total Troubles After Completion:	20	3.3%		
	Option 1		Option 2	
Total On Time:	546	89.1%	531	86.6%
Total <= 30 Min. Late:	9	1.5%	19	3.1%
Total > 30 Min. Late:	25	4.1%	30	4.9%
Total > 15 Min. Early:	11	1.8%	11	1.8%
Total > 30 Min. Early:	22	3.6%	22	3.6%

- The February Regional PMAP report shows that 97.59% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 89.1% of the regional Hot Cuts completed On Time during February using Option 1, and **only 86.6% completed On Time using Option 2.** Please note that there is no Hot Cut Outage or Trouble data in PMAP for February.

March Regional Analysis

Total # Time Specific LSRs:	579			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	53	9.2%		
Total Troubles After Completion:	8	1.4%		
	Option 1		Option 2	
Total On Time:	508	87.7%	499	86.2%
Total <= 30 Min. Late:	7	1.2%	13	2.2%
Total > 30 Min. Late:	33	5.7%	36	6.2%
Total > 15 Min. Early:	6	1.0%	6	1.0%
Total > 30 Min. Early:	25	4.3%	25	4.3%

- The March Regional PMAP report shows that 98.68% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 87.7% of the regional Hot Cuts completed On Time during March using Option 1, and **only 86.2% completed On Time using Option 2.** The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 32 provisioning troubles in the region. However, the AT&T-generated data is showing 53 outages during provisioning and 8 troubles within 72 hours of completion. This is also a data integrity concern.

April Regional Analysis

Total # Time Specific LSRs:	372			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	40	10.8%		
Total Troubles After Completion:	19	5.1%		
	Option 1		Option 2	
Total On Time:	280	75.3%	269	72.3%
Total <= 30 Min. Late:	5	1.3%	12	3.2%
Total > 30 Min. Late:	57	15.3%	61	16.4%
Total > 15 Min. Early:	4	1.1%	4	1.1%
Total > 30 Min. Early:	26	7.0%	26	7.0%

- The April Regional PMAP report shows that 98.59% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 75.3% of the regional Hot Cuts completed On Time during April using Option 1, and **only 72.3% completed On Time using Option 2.** The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 83 provisioning troubles in the region. However, the AT&T-generated data is showing 40 outages during provisioning and 19 troubles within 72 hours of completion. This gap may also be a data integrity concern.

May Regional Analysis

Total # Time Specific LSRs:	376			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	5	1.3%		
Total Troubles After Completion:	5	1.3%		
	Option 1		Option 2	
Total On Time:	315	83.8%	302	80.3%
Total <= 30 Min. Late:	5	1.3%	11	2.9%
Total > 30 Min. Late:	28	7.4%	35	9.3%
Total > 15 Min. Early:	20	5.3%	20	5.3%
Total > 30 Min. Early:	8	2.1%	8	2.1%

- The May Regional PMAP report shows that 98.94% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 83.8% of the regional Hot Cuts completed On Time during May using Option 1, and **only 80.3% completed On Time using Option 2.** The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 73 provisioning troubles in the region. However, the AT&T-generated data is showing 5 outages during provisioning and 5 troubles within 72 hours of completion.

June Regional Analysis

Total # Time Specific LSRs:	144			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	3	2.08%		
Total Troubles After Completion:	4	2.78%		
	Option 1		Option 2	
Total On Time:	114	79.17%	111	77.08%
Total <= 30 Min. Late:	0	0%	3	2.08%
Total > 30 Min. Late:	17	11.81%	17	11.81%
Total > 15 Min. Early:	5	3.47%	5	3.47%
Total > 30 Min. Early:	8	5.56%	8	5.56%

- The June Regional PMAP report shows that 99.4% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 79.17% of the regional Hot Cuts completed On Time during June using Option 1, and **only 77.08% completed On Time using Option 2.** The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 49 provisioning troubles in the region. However, the AT&T-generated data is showing 3 outages during provisioning and 4 troubles within 72 hours of completion.

July Regional Analysis

Total # Time Specific LSRs:	163			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	4	2.45%		
Total Troubles After Completion:	6	3.68%		
	Option 1		Option 2	
Total On Time:	111	68.10%	108	66.26%
Total <= 30 Min. Late:	12	7.36%	8	4.91%
Total > 30 Min. Late:	30	18.40%	37	22.70%
Total > 15 Min. Early:	6	3.68%	6	3.68%
Total > 30 Min. Early:	4	2.45%	4	2.45%

- The July Regional PMAP report shows that 97.01% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 68.10% of the regional Hot Cuts completed On Time during July using Option 1, and **only 66.26% completed On Time using Option 2.** The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 18 provisioning troubles in the region. However, the AT&T-generated data is showing 4 outages during provisioning and 6 troubles within 72 hours of completion.

Denise C. Berger
District Manager
Local Supplier Management

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August 7, 2000

VIA FACSIMILE: 770-491-9173
& VIA REGULAR U.S. MAIL

Ms. Jan Burriss
BellSouth Interconnection Services
Suite 200
1960 West Exchange Place
Tucker, GA 30084

RE: Duplicate Billing Problems

Dear Jan:

The purpose of this letter is to ask for your assistance in solving a problem with duplicate billing that AT&T and its customers have been experiencing for over a year.

We have referred several isolated instances of these duplicate billing issues to the account team in the past. The answer we have always gotten from the Account Team is that each instance was "isolated" or that it was "rep error." However, the AT&T Account Team supporting the Pep Boys account has recently informed us that of the approximately 100 Pep Boys locations that have transitioned from BellSouth to AT&T, 42 of them continue to get BellSouth retail bills for the same service. As far as we can tell, BellSouth fails to work the post port disconnect order through all of their systems, resulting in the customer's continuing to receive the BellSouth bills. This causes tremendous customer dissatisfaction. Additionally, it inhibits AT&T's ability to compete. Although this is a BellSouth problem, presented on a BellSouth retail bill, the customer perceives the problem to be caused by AT&T, since he never had the problem when he was a BellSouth customer. Further, based on AT&T's experience, customers will withhold payment from AT&T and BellSouth until the problem is resolved. There have even been instances of BellSouth's billing office turning customers over to a collection agency before fixing the problem.

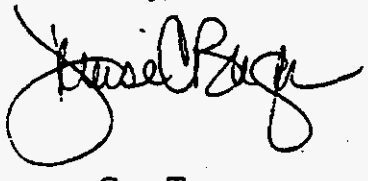
Recycled Paper

Additionally, AT&T resources are required to help the customer get the issue resolved. AT&T has had no choice but to adjust its "first bill validation" process to include verification of the telephone numbers and lines that were disconnected from their BellSouth bill. If a problem is found, AT&T's care center will attempt to work the issue back to the BellSouth LCSC. If, however, BellSouth's LCSC has been unwilling to resolve the customer's BellSouth billing issue with AT&T if its records show that the order is complete and the numbers ported in NPAC. This leaves AT&T with no means to resolve the customer's problems with BellSouth.

Many customers have attempted to resolve the issue directly with BellSouth, since technically it is an issue between the customer and BellSouth. When customers call the BellSouth retail business office to inquire about the billing, BellSouth refers the customer back to AT&T. The reason given to the customer is that AT&T must resolve the problem, since AT&T is acting as the customer's agent. AT&T must then orchestrate a call with all parties to explain the situation and get the issue resolved.

It appears that BellSouth has neither a clearly defined internal process for insuring that all orders are worked within the BellSouth systems nor a responsible party designated to resolve these duplicate billing issues. AT&T has not yet found a way to insure the billing has stopped from BellSouth beyond continuing to ask the customer to examine their BellSouth bill. Please advise me of BellSouth's plans to examine the internal ordering and completion processes. I would also like to understand BellSouth's plan to isolate and repair the associated process gaps. Finally, I will expect escalation names and contact information for the appropriate BellSouth representatives for ongoing resolution that can be used by our Customer Care centers. Your response by August 18, 2000, will be appreciated.

Sincerely,



cc: Greg Terry

Lane, Kacie

From: Magby, Tami
Sent: Saturday, May 19, 2001 4:51 PM
To: Lane, Kacie
Cc: Holmes, Sandra
Subject: double billing and 1 out of three #'s not ported

Importance: High

this customer was scheduled for service 4/3 and she requested 3 #'s be ported . well only 2 of the three were ported. [redacted] was not. [redacted] were both ported. the customer has a problem with bellsouth and billing and she wants this matter resolved asap. Kacie please help with getting this double billing issue resolved. also check the status of [redacted] to see why this tn was not ported. thanks Kacie

Lane, Kacie

From: Wyatt, Apryl
Sent: Thursday, May 10, 2001 11:28 AM
To: Lane, Kacie
Subject: double billed

[redacted] Customer name and phone number
customer is still roving bill from bell. The bill date is 05/01 thru 05/31..They have not disco service
acct# [redacted]
thanks

Apryl Wyatt
Telephony Dept.
APWYATT@BROADBAND.ATT.COM
770-559-2000

ATTACHMENT
TO
INTERROGATORY NO. 127A

Hot Cut Rates - First

Hot Cut Option	Cost Ref. No.	Rate Elements	AL	FL	GA	KY	LA	MS	NC	SC	TN
1	SL1 LOOP										
	A.1.1	SL1 Loop NRC (1st)	$37.81	$49.57	$42.54	$46.66	$36.54	$37.92	$36.54	$37.92	$31.99
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (1st)	$43.64	$51.09	$43.09	$54.54	$39.52	$43.62	$39.52	$43.84	$31.99
2	SL1 LOOP with Order Coordination										
	A.1.1	SL1 Loop NRC (1st)	$37.81	$49.57	$42.54	$46.66	$36.54	$37.92	$36.54	$37.92	$31.99
	N.1.5	Order Coordination	$8.15	$9.00	$16.11	$9.00	$7.92	$8.20	$7.92	$8.17	$36.52
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (1st)	$51.79	$60.09	$59.20	$63.54	$47.44	$51.82	$47.44	$52.01	$68.51
3	SL1 LOOP with Order Coordination and OC for Specified Conversion Time										
	A.1.1	SL1 Loop NRC (1st)	$37.81	$49.57	$42.54	$46.66	$36.54	$37.92	$36.54	$37.92	$31.99
	N.1.5	Order Coordination	$8.15	$9.00	$16.11	$9.00	$7.92	$8.20	$7.92	$8.17	$36.52
	N.1.6	Order Coordination for Specified Conversion Time	$18.09	$23.02	$35.74	$23.01	$17.56	$18.19	$17.56	$18.13	$34.29
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (1st)	$69.88	$83.11	$94.94	$86.55	$65.00	$70.01	$65.00	$70.14	$102.80
4	SL2 LOOP (Order Coordination Included in Loop NRC)										
	A.1.2	SL2 Loop NRC (1st)	$88.00	$135.75	$104.17	$134.89	$102.10	$105.98	$102.10	$105.98	$75.06
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL2 Loop Hot Cut (1st)	$93.83	$137.27	$104.72	$142.77	$105.08	$111.68	$105.08	$111.90	$75.06
5	SL2 LOOP (Order Coordination included in Loop NRC) with OC for Specified										
	A.1.2	SL2 Loop NRC (1st)	$88.00	$135.75	$104.17	$134.89	$102.10	$105.98	$102.10	$105.98	$75.06
	N.1.6	Order Coordination for Specified Conversion Time	$18.09	$23.02	$35.74	$23.01	$17.56	$18.19	$17.56	$18.13	$34.29
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL2 Loop Hot Cut (1st)	$111.92	$160.29	$140.46	$165.78	$122.64	$129.85	$122.64	$130.03	$109.35

Hot Cut Rates - Additional

Hot Cut Option	Cost Ref. No.	Rate Elements	AL	FL	GA	KY	LA	MS	NC	SC	TN
1	SL1 LOOP										
	A.1.1	SL1 Loop NRC (Add)	$17.56	$22.83	$31.33	$22.57	$16.87	$17.56	$16.87	$17.62	$20.02
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (Add)	*$23.39*	*$24.35*	*$31.88*	*$30.45*	*$19.85*	*$23.26*	*$19.85*	*$23.54*	*$20.02*
2.	SL1 LOOP with Order Coordination										
	A.1.1	SL1 Loop NRC (1st)	$17.56	$22.83	$31.33	$22.57	$16.87	$17.56	$16.87	$17.62	$20.02
	N.1.5	Order Coordination	$6.15	$9.00	$16.11	$9.00	$7.92	$8.20	$7.92	$8.17	$36.52
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (Add)	*$31.54*	*$33.35*	*$47.99*	*$39.45*	*$27.77*	*$31.45*	*$27.77*	*$31.71*	*$56.54*
3	SL1 LOOP with Order Coordination and OC for Specified Conversion Time										
	A.1.1	SL1 Loop NRC (1st)	$17.56	$22.83	$31.33	$22.57	$16.87	$17.56	$16.87	$17.62	$20.02
	N.1.5	Order Coordination	$6.15	$9.00	$16.11	$9.00	$7.92	$8.20	$7.92	$8.17	$36.52
	N.1.6	Order Coordination for Specified Conversion Time	$18.09	$23.02	$35.74	$23.01	$17.56	$18.19	$17.56	$18.13	$34.29
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL1 Loop Hot Cut (Add)	*$49.63*	*$56.37*	*$83.73*	*$62.46*	*$45.33*	*$49.64*	*$45.33*	*$49.84*	*$90.83*
4	SL2 LOOP (Order Coordination Included in Loop NRC)										
	A.1.2	SL2 Loop NRC (1st)	$55.00	$62.47	$78.10	$61.87	$65.72	$68.28	$65.72	$68.43	$48.20
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL2 Loop Hot Cut (Add)	*$60.83*	*$63.99*	*$78.65*	*$69.75*	*$68.70*	*$73.98*	*$68.70*	*$74.35*	*$48.20*
5	SL2 LOOP (Order Coordination Included in Loop NRC) with OC for Specified										
	A.1.2	SL2 Loop NRC (1st)	$55.00	$62.47	$78.10	$61.87	$65.72	$68.28	$65.72	$68.43	$48.20
	N.1.6	Order Coordination for Specified Conversion Time	$18.09	$23.02	$35.74	$23.01	$17.56	$18.19	$17.56	$18.13	$34.29
	N.1.1	Electronic Service Order	$5.83	$1.52	$0.55	$7.88	$2.98	$5.70	$2.98	$5.92	$0.00
		TOTAL SL2 Loop Hot Cut (Add)	*$78.92*	*$107.01*	*$114.39*	*$112.76*	*$86.26*	*$92.17*	*$86.26*	*$92.48*	*$82.49*

ATTACHMENT
TO
INTERROGATORY NO. 127 B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP

DIRECT TESTIMONY OF

STEVEN E. TURNER

ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC

DECEMBER 4, 2003

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I. INTRODUCTION OF WITNESS

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Steven E. Turner. My business address is Kaleo Consulting, 2031 Gold Leaf Parkway, Canton, Georgia 30114.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I own and direct my own telecommunications and financial consulting firm, Kaleo Consulting.

Q. PLEASE DESCRIBE YOUR EDUCATION BACKGROUND.

A. I hold a Bachelor of Science degree in Electrical Engineering from Auburn University in Auburn, Alabama. I also hold a Masters of Business Administration in Finance from Georgia State University in Atlanta, Georgia.

Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE.

A. From 1986 through 1987, I was a Research Engineer for General Electric in its Advanced Technologies Department developing high-speed graphics simulators. In 1987, I joined AT&T and, during my career there, held a variety of engineering, operations, and management positions. These positions covered the switching, transport, and signaling disciplines within AT&T. From 1995 until 1997, I worked in the Local Infrastructure and Access Management organization within AT&T. In this organization, I gained familiarity with many of the regulatory issues surrounding AT&T's local market entry, including issues concerning the unbundling of incumbent local exchange company ("incumbent" or "ILEC") networks. I was on the AT&T team that negotiated with Southwestern Bell Telephone Company concerning unbundled network element

definitions and methods of interconnection. A copy of my resume is provided as Exhibit SET-1.

Q. HAVE YOU PREVIOUSLY TESTIFIED OR FILED TESTIMONY BEFORE A PUBLIC UTILITY OR PUBLIC SERVICE COMMISSION?

A. I have testified or filed testimony before the commissions in the states of Alabama, Arkansas, California, Colorado, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Dakota, Texas, Washington, and Wisconsin. Additionally, I have filed testimony before the Federal Communications Commission ("FCC").

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony describes and quantifies the significant cost disadvantages that an efficient competitive local exchange carrier ("CLEC") would confront in attempting to serve mass market customers if continued access to unbundled local switching and the unbundled network element platform ("UNE-P") were denied.

Q. WHAT SPECIFIC ISSUES IN THIS DOCKET DO YOU ADDRESS?

A. Specifically, I address Issue 5(d), which covers the potential economic barriers that render CLEC entry uneconomic absent access to unbundled local circuit switching:

1. The costs of migrating ILEC loops to CLECs' switches; or
2. The costs of backhauling voice circuits to CLECs' switches from the end offices serving the CLECs' end users?

My testimony demonstrates that in the absence of unbundled local switching, CLECs face practically insurmountable cost disadvantages relative to the Incumbent Local Exchange Carriers ("ILECs") if unbundled network element loops ("UNE-L") used in conjunction with their own (or a third party provider's) switching is the sole option for providing local services to mass market customers.

The significant disadvantages I describe apply whether a CLEC uses self-provided switching or switching that is provided by a separate non-ILEC entity. For simplicity in presentation, I will discuss these cost disadvantages in the context of self-provided switching. However, they would also apply if a CLEC attempted to provide service to mass-market customers using "wholesale" switching provided by another carrier.

The FCC's Triennial Review Order ("TRO") recognized that the "absolute cost advantages" enjoyed by an ILEC can constitute a barrier to entry that would satisfy the impairment standard. (TRO¶ 90).

Q. GENERALLY, WHAT COSTS COMPRISE THE COST DISADVANTAGE THAT AN EFFICIENT CLEC WOULD INCUR TO SERVE ITS CUSTOMERS USING UNE-L?

A. A CLEC seeking to serve mass market customers using its own switches would incur the costs for backhauling a customer loop from the ILEC central office to the CLEC's switch (i.e., "backhaul costs") as well as attendant costs for transitioning the customer's service from the ILEC to the CLEC (i.e., hot cut costs, number portability).

To accomplish this, the CLEC must first deploy a costly "backhaul" infrastructure between the ILEC central office where it seeks to serve mass market customers and the physical locations where its switches are located. Backhaul is the term used to describe the process and equipment needed to haul the customer's loop from the ILEC's central office where the customer loop terminates to the CLEC's switch in another location so that voice service can be provided to the customer. As described in the accompanying Testimony of AT&T's witness Jay Bradbury, creation of this backhaul infrastructure typically entails (1) the cost of preparing the loop for transport out of the ILEC's central offices, and (2) the cost of transporting the traffic back to the CLEC's switch location. Together, these costs are referred to as the "backhaul infrastructure". The cost of preparing the loop for transport out of the ILEC's central office includes: (1) the costs of acquiring collocation space in the offices in question and (2) the deployment of electronic equipment in that space (a) to convert an end user's traffic from the analog signals generated by standard telephone sets to digital signals, and (b) to concentrate and multiplex those digital signals.

In addition, a CLEC must incur the costs of "hot cuts" and number portability. "Hot cuts", as an example, are the transfer of the customer's active service with the ILEC to the CLEC by transferring the customer's loop from the ILEC switch to the CLEC switch without interrupting the customer's service. Number portability is a critical capability established as a result of the Act. Number porting permits the customer to retain and freely move his/her telephone number

amongst competing networks. *See* Direct Testimony of AT&T Witness Mark Van De Water.

My testimony focuses upon these components of the absolute cost disadvantages associated with this CLEC "backhaul," and hot cut costs associated with connecting a customer's loop with the CLEC switch which are highly significant and contribute to the impairment a CLEC faces in using self-provided switches to serve mass-market customers. Other cost disadvantages may also exist for the CLEC, such as in customer acquisition cost or in OSS platform fixed costs that I do not address but which may also add to the CLEC's disadvantage beyond the level that I quantify.

Q. HOW HAVE YOU QUANTIFIED THIS ABSOLUTE COST DISADVANTAGE?

A. The "impairment analysis tools" that underlie my testimony quantify these *additional* costs of loop connectivity incurred by CLECs, but not by the ILEC, if CLECs are required to provide facilities-based mass-market local services based upon a voice grade UNE-L architecture. As discussed in the Direct Testimony filed by Jay Bradbury, these costs are a product of the "closed" legacy network architecture employed by the ILEC.

In performing this analysis, I have followed the FCC's admonition not to examine results for a specific CLEC; instead, my analysis focuses on a hypothetical, efficient CLEC. I also have made a conscious effort to be conservative with respect to inputs and assumptions. As will become clear from the results of this analysis, the most conservative assumption, given current conditions, is the

working premise that a CLEC would enter the market using a facilities based and voice grade UNE-L architecture to serve the mass market at all because there are no offsetting absolute CLEC cost advantages available to offset these CLEC cost disadvantages.

As a result, the tools I use calculate the *minimum* level of cost disadvantage an efficient CLEC would face. In order to provide the degree of "granularity" required by the FCC's order, the tools utilize data that is specific to BellSouth's operations in Florida.

Q. HOW IS THE REMAINDER OF THIS TESTIMONY ORGANIZED?

A. The remainder of my testimony is organized as follows. Section III provides the background to my analysis and an overview and summary of the results. I provide results based by LATAs in the BellSouth-Florida territory.

The discrete analysis of BellSouth's central offices in Florida, upon which the LATA results are based, covers a broad range of lines. Not surprisingly, the absolute cost disadvantage per line is highest in those central offices where a CLEC can be expected to serve a relatively small number of mass market lines, and lower in those central offices where a CLEC can be expected to serve a relatively larger number of lines. Nevertheless, even when a very substantial number of lines is served in an individual office the unit cost disadvantage experienced by the CLEC for backhaul and hot cuts is substantial. As explained more fully in the accompanying economic testimony of AT&T's witness Don Wood, ILEC cost advantages of the magnitude I have calculated for all wire

centers in BellSouth-Florida constitute an entry barrier that preclude mass-market local competition without access to unbundled local switching.

Section IV of my testimony describes, in general terms, the tools that I relied upon to measure the CLECs' cost disadvantage and the analysis that has been undertaken for BellSouth-Florida LATAs using those tools. A more detailed explanation of the technical aspects of the tools, including an overview of the calculations the tools perform, is set forth in the Technical Appendix that is attached as an electronic exhibit in CD-ROM format to this testimony as Exhibit SET-2. Additionally, Exhibit SET-2 will also contain the electronic version of the DS0 Impairment Analysis Tools as well as the results by LATA for BellSouth in Florida. Finally, in Section V, I present the results for BellSouth in each LATA in Florida. These results are supplemented in detail by the information contained in Exhibit SET-2. Included in that discussion is a description of the inputs and sources of the inputs used. The results demonstrate that CLECs cannot practically overcome the significant cost disadvantages identified in this study. Thus, the modeling results for the "hypothetical CLEC" and actual market experience are entirely consistent: there currently is a notable absence of actual, broad based facility-based competition for mass market customers using voice grade UNE-L which corroborates the FCC's national finding of impairment for switching to serve mass market customers.

III. BACKGROUND AND SUMMARY OF RESULTS

A. Impairment Resulting From Absolute Cost Disadvantages Experienced by a CLEC, and the Network Architectures That Create That Impairment

Q. YOU HAVE PREVIOUSLY REFERRED TO AN ABSOLUTE COST DISADVANTAGE THAT A CLEC ENCOUNTERS WHEN USING SELF-PROVIDED SWITCHING TO SERVE MASS MARKET CUSTOMERS. COULD YOU EXPLAIN THIS CONCEPT IN MORE DETAIL?

A. Among the types of barriers to entry that the FCC expressly recognized in the TRO are "absolute cost advantages" enjoyed by the ILEC, or absolute cost disadvantages experienced by the CLEC. That is, competitors will be impaired if, in the absence of unbundling, an efficient CLEC would incur substantially higher costs than do the ILECs in order to self deploy the network facility in question. Thus, as the FCC observed, "[w]hen the incumbent LEC has absolute cost advantages, other firms may be deterred from entering the market." TRO, ¶ 90 and n. 302. This is particularly so if the ILEC is providing service at rates close to its average cost. *Id.*

Q. WOULD A HYPOTHETICAL EFFICIENT CLEC USING SELF-PROVIDED SWTICHING TO SERVE THE MASS MARKET EXPERIENCE ABSOLUTE COST DISADVANTAGES AS COMPARED TO BELLSOUTH?

A. Yes.

Q. WOULD THIS RESULT IN THE CLEC BEING IMPAIRED IN ITS ABILITY TO PROVIDE SERVICE TO MASS MARKET CUSTOMERS IN FLORIDA?

A. Yes.

Q. WHY?

A. The absolute cost disadvantages analyzed in my testimony are created by differences in the basic characteristics of the network architectures employed by

ILECs, on the one hand, and CLECs on the other. The network architecture testimony presented by Jay Bradbury describes these important differences in the network configurations employed by CLECs and ILECs in detail. These differences, which I summarize briefly below, are generally recognized and were explicitly acknowledged by the FCC in the *TRO*. *See, e.g.*, TRO at ¶ 480.

Q. GENERALLY, HOW WAS AN ILEC'S NETWORK DESIGNED?

A. The ILECs' local networks were designed in a monopoly environment. As a result, they rely upon an integrated network architecture that does not easily allow for multiple carriers to access a customer's loop to provide voice service.

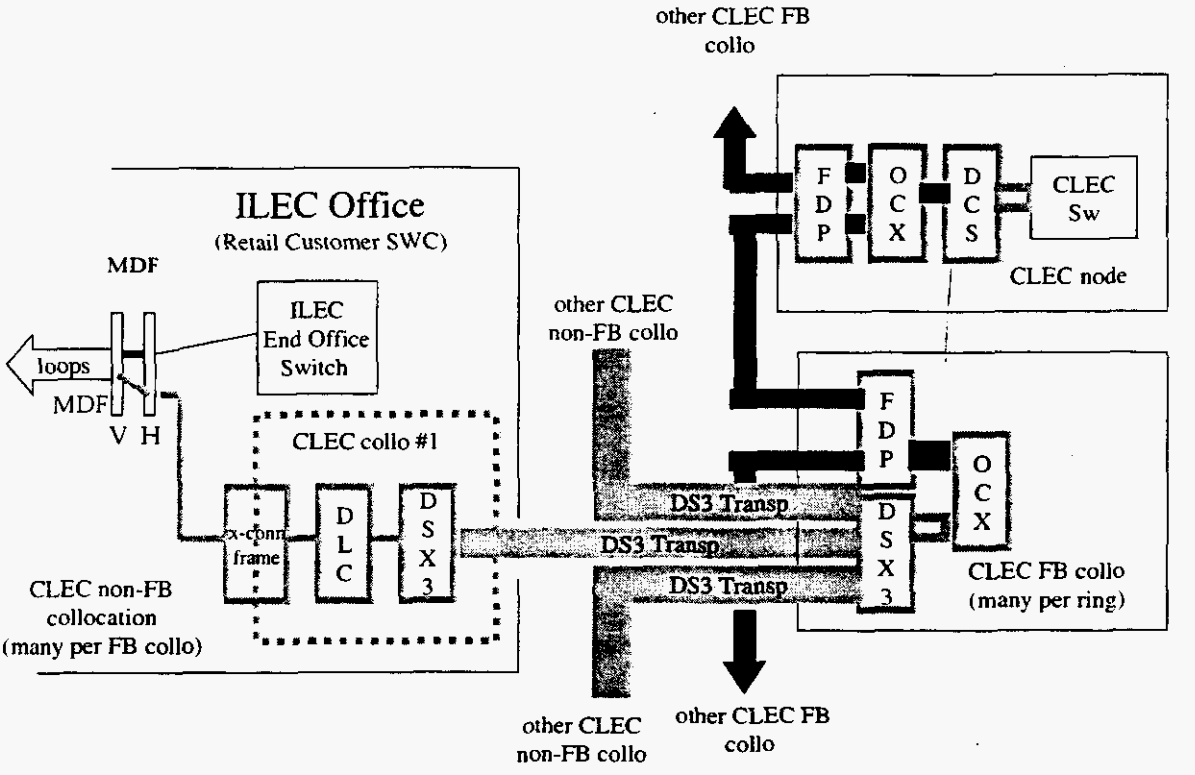
The ILEC network was designed and built based upon analog (and largely copper-based) technology. Because analog signals degrade over distance, copper loops could not exceed relatively short lengths without the need for expensive equipment to ensure that the voice signal could travel from the caller to the called party. As a result, the ILECs deployed – and by virtue of their historical monopoly position they were able to deploy – a relatively large number of local switches, each of which served a relatively small geographic area limited generally to an area determined by the length of copper that could practically support voice services. As the FCC confirms in the TRO, in recent years the ILECs have deployed increasing amounts of fiber optic equipment in the "feeder" portion of the loop, but the "distribution" portion of loop plant – that connecting to the customer's premises – remains almost entirely copper, and the basic architecture characterized by a high density of local offices/switches where customer loops are terminated remains the same.

Furthermore, because a switch was placed at the termination point for these analog loops, ILECs could inexpensively connect their customers' loops to their switches by using a simple set of "jumper" wires across the main distribution frame ("MDF"). And for the vast majority of mass market customers, those jumper pairs are left in place even when a customer moves, so that when a new customer moves in to this same residence or small business location, the ILEC can re-activate service through the use of software commands from a service representative without the need for any physical work.

Q. DOES THE CLEC NETWORK DESIGN DIFFER FROM THE ILEC NETWORK?

A. Yes. The diagram below displays the facilities that a CLEC must employ to connect a customer loop to its switch, and compares them to the facilities an ILEC needs to perform the same functions. The DS0 Impairment Analysis Tools quantify the *minimum* equipment and network functionality that a facilities-based efficient hypothetical CLEC (*i.e.*, a CLEC providing its own switching) would need to extend a customer's UNE loop obtained from the ILEC central office where the customer's loop terminates to the CLEC's own switch, which is also depicted in Figure 1 (the larger orange and blue lines running from the MDF to the CLEC Switch).

Figure 1
Comparison of CLEC Backhaul Network
With ILEC Cross-Connect



Q. HOW DOES THE CLEC NETWORK DESIGN DIFFER FROM THE ILEC NETWORK DESIGN?

A. The local network architecture employed by an efficient CLEC that is self-providing switches is very different from the ILEC network. Because CLECs are attempting to enter markets that have long been dominated by a single monopoly provider, they are unlikely – even in the medium to long term – to be able to generate sufficient customer volume for it to make economic sense to place their own switches at locations close to each ILEC central office. Instead, a CLEC must provide service to customers from multiple ILEC central offices with a

single switch in order to generate a sufficient volume of customer line terminations and calls per switch that is comparable to the customer line terminations and call volume on a switch that is on average achieved by ILECs.

As a result, the CLEC must deploy extensive equipment – which is a large and substantially demand insensitive cost – to extend each and every loop from collocations located at various ILEC wire centers to its local switches. In order to extend customer loops to its switches, a CLEC must install and maintain Digital Loop Carrier (DLC) equipment in each ILEC central office where the customer's analog loops (voice grade UNE-loops) are located. This DLC equipment, as previously mentioned, is used to digitize, concentrate and multiplex the traffic delivered over these analog loops to permit efficient backhaul from the ILEC central office where the customer's loop terminates to the distant CLEC switch without substantially reducing the quality of the customer's voice service. The DLC deployed by the CLEC must permit the distant CLEC switch port to interoperate with the customers' telephone sets to enable the CLEC to provide such capabilities as dial tone and the ability to ring the customer's telephone set. In addition, the CLEC must have connectivity between the DLC (in the collocation space) and its switch so that the voice signal has a path to travel between those two points.

The need to deploy equipment to "backhaul" the customer's loop to the CLEC switch in connection with UNE-L has been recognized by the FCC: "The need to backhaul the circuit derives from the use of a [CLEC] switch located in a location

relatively far from the end user's premises, which effectively requires competitors to deploy much longer loops than the incumbent." TRO ¶ 480.

Once this expensive backhaul infrastructure is deployed, the CLEC must arrange for, and pay ILEC charges for a hot cut. In addition, the CLEC may incur charges for number portability when the customer wants to maintain the phone number it previously had with the ILEC for each active customer loop it migrates to its network.

Q. DO THESE DIFFERENCES IN THE ILEC AND CLEC NETWORK DESIGNS RESULT IN DIFFERENT COSTS TO PROVIDE SERVICE TO MASS MARKET CUSTOMERS FOR CLECS USING UNE-L AND ILECS?

A. Yes. The crucial economic fact is that costs to backhaul customer lines to the CLEC switch, hot cuts to provision the migration of service to the CLEC switch with limited service interruption, and number portability to maintain the customer's same telephone number are not faced by the ILEC. Unlike a CLEC seeking to use the UNE-L architecture, the ILEC connects its loops and switching using a simple, inexpensive copper wire pair cross-connection in the central office where its loops terminate. Thus, the ILEC's "backhaul" network consists of only a relatively short pair of jumper wires.

Collectively, the CLEC's costs associated with collecting and backhauling its customers' loops to its switch to create the same functionality as the ILEC's "short pair of jumper wires" represents an absolute cost disadvantage and results in a substantial barrier to market entry using UNE-L in Florida. The analytical tools described in my testimony, which I refer to generally as "DS0 Impairment

Analysis" tools, identify and quantify the *absolute cost disadvantages* a CLEC would likely face if it sought to broadly serve the mass-market in a particular area with a relatively ubiquitous backhaul network using voice grade UNE-L. Conversely, the backhaul disadvantage represents a significant component of ILEC profit margin that is never eroded even if an efficient CLEC actually entered these markets in the face of such a disadvantage.

B. Overview of Results

Q. WILL YOU GIVE AN OVERVIEW OF THE DS0 IMPAIRMENT TOOLS THAT YOU USED TO QUANTIFY THE ABSOLUTE COST DISADVANTAGE THAT AN EFFICIENT CLEC WOULD EXPERIENCE AS COMPARED TO BELLSOUTH?

A. Yes. However, a more detailed description of the DS0 Impairment Analysis Tools is contained in Section IV and in the accompanying technical appendix (Exhibit SET-2). In addition, the LATA results for Florida are set forth in Section V, which also contains a general discussion of the inputs employed (along with the specific inputs used for each LATA analysis).

Broadly speaking, the DS0 Impairment Analysis Tools calculate the costs that CLECs face in three broad categories: (1) preparation of the loop for transport from ILEC central offices (including DS0 equipment infrastructure and collocation); (2) backhaul transport between the ILEC's central offices and the CLEC's switch; and (3) customer transfer costs for hot cuts and number portability. The tools use inputs that are based upon the experience and judgment of subject matter experts (SMEs) as to the costs an efficient CLEC would incur to provide the backhaul and customer transfer functions efficiently. (*See* generally TRO, ¶ 517, providing that costs should be based on the entry of an efficient

CLEC, not any particular CLEC.) In other instances, the costs are developed using state-approved rates (*e.g.*, for elements of the cost of collocation and hot cuts) or interstate charges (*e.g.*, the cost of high capacity special access facilities, purchased under multi-year term plans). As noted earlier, it is my opinion that the methodology employed and the inputs used produce conservative results. That is, they tend to reflect relatively *low* estimates of the absolute cost disadvantage that would be experienced by a "hypothetical efficient CLEC" that is attempting to enter the local market using UNE-L. Of course, CLECs could experience far higher costs depending upon their customer base.

Q. CAN YOU PROVIDE AN OVERVIEW OF THE DOLLAR AMOUNT FOR THE COST DISADVANTAGE THAT A CLEC WOULD FACE USING UNE-L?

A. The results of my analysis, which are shown in Section V, support the conclusion that hypothetical efficient CLECs face substantial, absolute cost disadvantages relative to the ILEC in each geographic market in which BellSouth has elected to challenge the FCC's national finding of impairment. Those cost disadvantages range from a high of $22.94 per line per month to a minimum of $12.79 for the Florida LATA study areas. These costs *do not include* the monthly recurring charges paid to the incumbent simply to lease an unbundled loop. Thus, to the extent that the TELRIC costs paid by a CLEC to lease the loop are higher than the ILEC's efficient costs for providing the loop to itself, such cost disadvantages are not reflected

Q. WHAT DOES THE MINIMUM IMPAIRMENT DOLLAR FIGURE REPRESENT?

A. The latter minimum figure in fact provides a shorthand basis – and a conservative one at that (for the reasons I have previously discussed) – for supporting a general finding of economic impairment in Florida consistent with the FCC's national finding of impairment. As noted earlier, an important characteristic of impairment is that the number of customer lines a CLEC serves in a given ILEC central office (as distinct from the absolute size of the ILEC central office) is a key determinant of the absolute cost disadvantage. Thus, the cost disadvantage of serving 500 lines in a 5,000 line office would be much the same as the cost disadvantage of serving 500 lines in a 50,000 or 100,000 line office. That is because collocation charges and hot cut costs do not vary based on the ILEC office size, and the backhaul cost is largely a fixed cost related to the type of DLC deployed and the designation used by the tools for a particular ILEC central office (*i.e.*, whether it is a "node" or "satellite," *see* infra.). Generally, therefore, the average cost disadvantage per line decreases as the number of lines served in an office increases, but the important point is that it *never* drops below a level of absolute cost disadvantage that would preclude mass-market competition.

Thus, even if a CLEC serves a very substantial number of lines in an individual central office in Florida, the minimum cost impairment per line I cite above would nevertheless constitute a cost penalty that is competitively disqualifying under any reasonable measure.

As discussed in the testimony of Don Wood, a CLEC cost disadvantage of the magnitude described above constitutes a clear barrier to entry and should by itself satisfy any reasonable definition of "impairment."

Q. HOW DOES THE IMPAIRMENT FOR CLECS CALCULATED BY THE DS0 IMPAIRMENT TOOL COMPARE TO CLEC IMPAIRMENT COSTS CALCULATED BY ILECS?

A. The types of costs and the general levels of impairment I have identified are consistent with calculations submitted by ILECs during the FCC proceedings leading up to the *TRO*. In January, 2003, for example, SBC Communications, Inc. ("SBC") submitted an Ex Parte letter to Chairman Powell from James C. Smith, a Senior Vice President of SBC ("SBC Ex Parte"). (See Exhibit SET-3). Attachment 3 to that letter is a document entitled "SBC's Analysis of the Economic Viability of Facilities-Based UNE-L Residential Serving Arrangements," in which SBC claims that it "compares the cost of a UNE-L-based serving arrangement with the revenue stream a CLEC could reasonably anticipate when serving residential customers." *Id.*, p. 1.

In its ex parte SBC identified a series of cost categories that CLECs might incur in using UNE-L to serve residential customers that would not also be incurred by ILECs. These include:

- payments by CLECs to ILECs for hot cuts (SBC appears, however, to have excluded internal CLEC costs that would be incurred to implement the hot cut process (*Id.* at 3);
- the costs of collocation (*Id.* at 4-5);
- the costs of GR-303 concentration and multiplexing equipment (*Id.* at 5); and
- transport costs (*Id.* at 7).

These are the very same cost elements that are reflected in the tools and calculations that I discuss below.

For the three states that SBC analyzed, *i.e.*, California, Michigan and Texas, SBC developed estimated cost differentials that totaled respectively $10.74, $10.88 and $10.74 per line for these cost components for a central office in which a CLEC would serve 250 lines; and $9.00, $7.85 and $8.80 per line, respectively, for these cost components for a central office in which a CLEC would serve 500 lines. (*See* February 4, 2003 Ex Parte letter from Joan Marsh, AT&T Director of Federal Government Affairs, to Ms. Marlene Dortch, Secretary, Federal Communications Commission in CC Docket Nos. 01-338, 96-98, and 98-147, appended hereto as Exhibit SET-4. Note that for a 100 percent increase in lines served, the impairment per line declines only 16 to 29 percent, depending on the state). Thus, SBC's own analysis presented to the FCC shows that the cost disadvantage faced by a CLEC – essentially the same cost disadvantage discussed in my testimony – is substantial.

IV. THE DS0 IMPAIRMENT ANALYSIS TOOLS

A. Overview

Q. CAN YOU EXPLAIN IN MORE DETAIL HOW THE DS0 IMPAIRMENT TOOLS WORK?

A. Because UNE-L entry requires CLECs to connect ILEC loops to their own switches, the forward-looking cost of such connections is central to any analysis of the economic viability of UNE-L as an entry strategy to serve mass-market customers. The DS0 Impairment Analysis Tools described in this section of my

testimony compute the loop-related impairment costs of providing service that would be incurred by an efficient CLEC using UNE-L that are *not* incurred by incumbents. Again, the analysis reflects the anticipated experience of a hypothetical, efficient CLEC seeking to broadly serve the mass market using UNE-L, rather than focusing on the business strategy of any particular competitive carrier.

Q. DO THE DS0 IMPAIRMENT TOOLS MAKE ASSUMPTIONS REGARDING THE CUSTOMER BASE OF AN EFFICIENT CLEC?

A. Yes, there are four important sets of assumptions. *First*, the DS0 Impairment Tools require an assumption about the market share of mass market customers a hypothetical efficient CLEC is expected to achieve. *Second*, it employs assumptions about how rapidly a CLEC will acquire that market share. *Third*, as discussed above, it assumes that transport costs will be defrayed by traffic for both enterprise and mass market customers, which has the effect of reducing backhaul transport costs included as impairment. *Fourth*, it requires estimates of customer "churn," *i.e.*, how long a hypothetical efficient CLEC can expect to keep a customer that it takes from the ILEC or another CLEC.

The DS0 Impairment Tools assume that an efficient hypothetical CLEC will benefit by serving both the enterprise and the mass-market customers, particularly in the area of self-provided transport. Self-provided transport cannot generally be justified solely by local voice demand, particularly if only mass-market customers are considered. If, in particular, data networking and long distance demand of enterprise customers cannot be addressed, there are limited instances where self-provided facilities are economically justifiable. The DS0 Impairment Analysis

Tools deploy self-provided facilities between large incumbent offices, and assume that these facilities are also utilized for mass-market backhaul. Thus, the calculations described here assume that the CLEC has an active enterprise business. If it did not, there would be no basis for hypothesizing the existence of self-provided fiber facilities between ILEC offices. Apportioning costs of node-to-node transport between mass market and enterprise customers is one of many ways that the Impairment Analysis Tools assume the efficient sharing of facilities used to serve mass market customers. In addition, where there are facility-based collocations, the DS0 backhaul infrastructure reflects the economies of shared use between mass market and enterprise customers.

Q. DO THE IMPAIRMENT TOOLS MAKE ANY ASSUMPTIONS ABOUT REVENUES GENERATED BY MASS MARKET CUSTOMERS?

A. No. As noted earlier, the DS0 Impairment Tools are designed only to quantify the absolute cost disadvantage experienced by a hypothetical efficient CLEC. Revenues are not relevant to this determination. Revenues would be highly relevant to an analysis of whether entry could be profitable, given the level of cost impairment calculated by the DS0 impairment tool, but that is not the subject of this testimony.

Q. CAN YOU DESCRIBE HOW THE DS0 IMPAIRMENT TOOL IS ORGANIZED?

A. The DS0 Impairment Tools are a collection of spreadsheet models that calculate the cost associated with connecting a customer's loop that terminates in an incumbent's central office to a CLEC's switch, and the associated customer acquisition costs.

One of the spreadsheets is called the Facility Ring Processor Tool, which determines the transport equipment and facilities that are required to efficiently connect collocation arrangements where unbundled loops are collected back to the CLEC switch. This tool essentially identifies the "backhaul" transport architecture that is needed to establish connectivity between a customer's loop that terminates in the ILEC's central office and a CLEC switch.

The output of the Facility Ring Processor is used as an input to the Transport Cost Analysis Tool. The Transport Cost Analysis Tool calculates the transport cost per DS3 as a function of the number of DS3s active at a Network Node, (a collocation that is connected to a fiber CLEC ring used to provide service to customers) based on the transport network determined by the Facility Ring Processor Tool. A DS3 is equal to 28 DS1s and provides for approximately 45 megabits per second of transport connectivity between two points.

Finally, the cost generated by the Transport Cost Analysis Tool is used as an input to the DS0 Impairment Analysis Tool. In addition to the transport costs, the DS0 Impairment Analysis Tool calculates costs associated with (1) digital loop carrier equipment, (2) collocation, including space and power, (3) interconnection arrangements at the collocation and the CLEC switching office, and (4) the cost of hot cuts. The total of these individual cost components at each wire center, divided by the number of lines a hypothetical efficient CLEC is anticipated to acquire in each wire center, yields the DS0 impairment per line for each wire center which can be and was for this proceeding aggregated into LATA results.

Q. DO THE DS0 IMPAIRMENT TOOLS CALCULATE THE TOTAL COSTS THAT AN EFFICIENT CLEC INCURS TO PROVIDE SERVICE TO A CUSTOMER?

A. No. It is important to emphasize that the DS0 Impairment Analysis Tools quantify only certain significant components of the cost disadvantage that would be faced by a hypothetical efficient CLEC using UNE-L, as compared to the ILEC. The tools do *not* calculate the total cost that would be experienced by a hypothetical efficient CLEC to provide service in Florida. For example, a CLEC's costs to acquire customers are appreciably higher than the costs of the monopoly ILEC, *e.g.*, TRO ¶ 471, particularly when the likelihood of price discounting is considered. Likewise, customer-servicing operations become most efficient only when they are used to serve very large customer groups. These factors are considered in connection with a "business case" analysis, as are the costs of the local switching and local transport. Any business case analysis must take into account the implications of providing local switching and transport to both enterprise and mass market customers, and the benefits the CLEC might realize from deploying fewer, larger switches relative to the ILEC.

B. Costs of Preparing Loops for Transport Out of the ILEC's Central Offices

Q. WHAT COSTS WOULD A CLEC INCUR TO PREPARE CUSTOMER LOOPS FOR TRANSPORT OUT OF THE ILEC CENTRAL OFFICES?

A. As noted earlier, there are two major components of the cost of preparing the signal, *i.e.*, (1) the cost of DLC and related equipment housed within the ILEC's central office (together with associated equipment at the CLEC's central office) used to digitize, concentrate and multiplex the signals on the CLEC's customers'

loops, and (2) the CLEC's cost to obtain collocation space in the ILEC's central office in which to place the DLC and related equipment.

Q. COULD YOU DESCRIBE THE TYPES OF EQUIPMENT THAT THE CLEC MUST DEPLOY TO TRANSPORT THE CUSTOMER'S LOOP OUT OF THE ILEC'S CENTRAL OFFICE?

A. The three main types of equipment required by a CLEC to provide voice grade services using UNE-L are: (1) digital loop carrier (DLC) equipment, *i.e.*, the equipment necessary to digitize, multiplex and concentrate the traffic on individual voice grade loops at the originating ILEC central office, and the corresponding equipment at the location of the CLEC switch; (2) facility terminating equipment, *i.e.*, the cross-connection frames within the CLEC's collocation facilities in each ILEC central office on which the incoming voice grade loops terminate, the out-going transport facilities terminate, and equipment cross-connections are made; and (3) supporting infrastructure equipment, *e.g.*, the battery distribution fuse bay and test equipment, that the CLEC must install in order to make its collocated facilities operational.

1. DLC Infrastructure and Facility Terminating Equipment

Q. DOES THE COST FOR DLC EQUIPMENT VARY BY GEOGRAPHIC LOCATION?

A. Because DLC and related equipment can be purchased on the open market, its cost is the same regardless of the geographic area being served. However, the cost per line for providing such equipment varies significantly as a function of the number of customers actually served out of a given central office. For example, the cost of the collocation in an ILEC central office which the equipment is housed *does* vary by state and incumbent LEC (but typically does not vary by

specific central office for comparable configurations). The DS0 Impairment Tools take these characteristics into account.

Q. HOW DOES THE DS0 IMPAIRMENT TOOL SIZE THE DLC AND SUPPORTING INFRASTRUCTURE EQUIPMENT?

A. At a high level, the DS0 Impairment Analysis Tool sizes the required DLC and supporting infrastructure based upon the number of lines the CLEC will serve out of a given central office. For each central office, the tool selects the lowest cost investment option from among three differently sized DLC alternatives. Because the frame space required to house the DLC modules and common units is also known, the DLC frame requirements are calculated for each central office, depending upon the DLC alternative selected.

Q. IS THIS SAME METHOD USED FOR SIZING FACILITY TERMINATING EQUIPMENT?

A. Yes. A similar approach is used to establish the number of cross-connection panels (and corresponding frames required) to provide a connection between the ILEC's MDF and the DLC equipment in the CLEC's collocation area for each line acquired in a central office by the CLEC. Each cross-connection panel has a known capacity of the number of voice lines that can terminate on the panel and each panel consumes a specific amount of frame space. Thus, by knowing the number of lines served (which determines the number of terminations), the number of required cross-connection panels can be calculated; and knowing the number of cross-connection panels determines the number of frames required.

Once the quantity of DLC equipment items required in an ILEC central office is determined (*i.e.*, DLC modules, common units and line cards, and termination

panels and frames) – and the installed unit costs are calculated – the tools quantify the gross investment in the infrastructure investment needed for voice grade lines for each central office.

Q. IS THE INVESTMENT FOR DLC AND DLC EQUIPMENT SIZED FOR THE ULTIMATE CUSTOMER DEMAND THE EFFICIENT CLEC IS EXPECTED TO SERVE?

A. No, not for all the equipment. The DLC calculations incorporate the effects of a "ramp up" to reflect the fact that a CLEC would not acquire all of its customers instantaneously. The DLC common equipment is sized to meet ultimate demand (*i.e.*, the tools select the particular DLC alternative, and the corresponding cross-connect panels and frames, based on the *final* CLEC market share and line count assumed in the study It is economically prudent to initially install the type of DLC common units that will ultimately be required, rather than to start with smaller units and then replace them with larger ones over time).

However, due to the size and variable nature of line card investment, the tools incorporate the line card investment only as to the demand sufficient to serve the initial customers that the CLEC acquires. The line cards are installed in the collocated DLC equipment to actually terminate the unbundled loops into the equipment that will allow for the backhaul to the CLEC's switch. The tools incorporate a demand "ramp-up" profile that reflects that general experience of new market entry. That is, demand is initially zero, it increases to close to the ultimate level in the first few years and then remains flat for the remainder of the 10-year study period. The "ramp up" adjustment reflects the fact that common equipment that must be installed on day one is recovered over a smaller number

of customers in the earlier period than in latter periods. In addition, it provides for a sizeable deferral of the line card investments to future periods.

Q. DO THE DS0 IMPAIRMENT TOOLS CALCULATE THE COSTS FOR ANCILLARY DC POWER EQUIPMENT REQUIRED TO OPERATE THE DLC EQUIPMENT?

A. Yes. Ancillary power equipment such DC power distribution equipment (sometimes referred to as a mini-battery distribution fuse bay or mini-BDFB) is also included in the support infrastructure investment. The CLEC's choice to install this equipment within its collocation arrangements allows the CLEC to further divide the power (*e.g.*, from one 60 amp circuit to two 30 amp circuits) and thereby gain flexibility and potentially minimize the need for subsequent (and costly) power augments as the CLEC's customer base increases. Therefore, the tools allow power distribution equipment to be added to the CLEC's collocation arrangement.

2. Collocation Costs

Q. WHERE DOES THE CLEC HOUSE THE DLC AND RELATED EQUIPMENT?

A. Before a CLEC can deploy the equipment required to prepare a loop for transport, it must rent collocation space from BellSouth, in each BellSouth central office where it seeks to provide service. The minimum amount of floor space, including a wide range of collocation elements such as interconnection arrangements based on the particular equipment needs described previously, are computed for each wire center in Florida.

Q. HOW ARE THESE COLLOCATION COSTS DETERMINED?

A. Collocation cost is principally a function of the amount of space, cross-connections and power required to provide the backhaul functionality. Because the number of frames required in a central office is developed in the analysis above, and because the average floor space required by a frame is known, the minimum amount of collocation space required in the central office can be calculated. In addition, since the type of DLC and the number of lines served are known, the DC power requirements at the office can be established.

Q. WHAT SOURCE DOES THE DS0 IMPAIRMENT TOOL RELY UPON FOR THE COLLOCATION RATES?

A. The source data for the DS0 Impairment Analysis Tools includes the prevailing collocation rates, by type of collocation, for BellSouth in Florida. The tools use current collocation charges for BellSouth for the following components, established by the Florida Public Service Commission, to build bottom-up collocation costs for each BellSouth central office that is used to provide service to mass-market customers in Florida:

- AC and DC power Cost
- Space occupancy
- Space construction
- Administrative charges
- DS0 connectivity
- Fiber Entrance Facilities

The DS0 Impairment Analysis Tools establishes the collocation costs for each affected central office by applying the state established costs to the equipment space, power and cross-connection requirements of the particular central office (calculated as described above). ILEC collocation charges, both recurring and

non-recurring, are calculated on the basis of common collocation measurement units (*e.g.*, square feet of space, DC amps required, and 2-wire cross-connections), and then multiplied by the collocation rate per unit for each central office. If the ILEC requires a CLEC to purchase a minimum block of capacity (such as minimum costs for cage construction, power feeds and/or cable terminations), then the minimum block size just sufficient to address the equipment deployed in the specific office is determined and used in the cost calculation (because the number of required frames is known, as is the typical "footprint" of each frame, then the total square footage requirement can be determined).

For example, DC power charges are based upon the number and size (maximum capacity) of the power feeds and a per amp charge multiplied by the total amps. The DC power computation is based on the calculated power consumption of the required equipment and appropriate BellSouth tariff rates. The tools also include the capability to match the projected equipment power requirement to the basis upon which the incumbent charges are applied. For nodes, the DS0 backhaul is assigned only the proportion of the cost for DC power that is actually required by the equipment deployed. This approach is taken for nodes in that the service to enterprise customers is assumed to consume all existing power (or space, depending on the element being evaluated) not required for the DS0 infrastructure. For satellites, however, the primary purpose for establishing the collocation arrangement is to interconnect with unbundled loops. As such, for these central office collocations, the entire cost for an appropriate sized

collocation arrangement (including the cost for DC power) is assigned to the DS0 backhaul.

Q. HOW DOES THE DS0 IMPAIRMENT TOOL DETERMINE THE AMOUNT OF COLLOCATION SPACE THAT IS NEEDED FOR THE EQUIPMENT?

A. The space occupancy and construction charges generally reflect minimum standard sizes and additional incremental blocks of space. Once the relevant charges are selected, the DS0 Impairment Analysis Tools use the actual square footage needed at that central office to compute the relevant costs. In order to account for all possible variations in ILEC tariff structures, the collocation section of the DS0 Impairment Analysis tool employs a series of logical formulas and lookup tables to select the appropriate collocation charges. The DS0 Impairment Tools calculates the total number of frames deployed (for DLC, termination equipment, and test equipment) and multiplies the total frame count by user-adjustable inputs for the floor space required by each of the different types of frames. The resulting square footage is the minimum amount of collocation space required to serve the anticipated efficient hypothetical CLEC market share at each ILEC central office. The tool effectively calculates the cost of collocation for space requirements running from zero to 300 square feet in one square foot increments, based upon the charges contained within BellSouth's approved collocation appendix and the increments of space where the charges change. The tool selects the minimum cost alternative given the amount of space required. For example, an ILEC may offer minimum initial purchases of 100, 200, and 300 square feet. Additional increments may be in 25 square foot increments. If 137

square feet were required in an office, the tool would check to determine if a 150 square foot cage (100 initial + two 25 square foot increments), a 200 square foot or a 300 square foot cage represents the lowest total cost. Regardless of the actual size, the lowest cost alternative is selected.

Q. HOW DOES THE DS0 IMPAIRMENT TOOL DETERMINE THE COLLOCATION CHARGES FOR LOOP CONNECTIVITY?

A. Connectivity charges are computed separately at the Voice Grade, DS1, or DS3 level or for fiber (depending on the type of transport deployed). The incumbent charges a CLEC to physically cross-connect transport facilities to the CLEC equipment in the collocation. This specific CLEC equipment allows the customer loop to be transported from the ILEC central office back to where the CLEC's switch is located. If leased transport is employed, the cross-connection is at the DS1 or DS3 level. The costs may also include the cost of a cable from the CLEC's collocation to an intermediate cross-connection frame in the ILEC space where the ILEC actually makes its cross-connection. In a similar manner, charges may apply (in addition to hot cut charges) to install and terminate wire cables between the CLEC collocation and an intermediate frame in ILEC space, where a second cable to the MDF is also terminated. These connections represent pre-wiring to the MDF necessary for the CLEC to access voice grade loops. Tariff charges (in addition to the hot cut charges) may apply to install and terminate cables between the CLEC collocation and an intermediate frame in ILEC space where the ILEC's cable (generally to the MDF (for loop) or a transport frame (for interoffice connections) terminate and a cross-connection is made. If tariff charges exist, they are utilized by the model. On the other hand, if the cables

must be installed by an ILEC-certified contractor (*i.e.*, no tariff charge exists but a cost is incurred), the average installed cost of an appropriately sized cable is included.

Even when self-provided transport is employed, charges may apply to cross-connect fiber running from the CLEC facility in the street outside the office to the CLEC's collocation space within the central office (commonly referred to as a collocation Entrance Facility).

In general, connectivity charges apply based upon one or more of the following categories: per termination, per block of terminations or conductors, and/or per cable. The tool determines, based upon the number and type of backhaul facilities and the number of customer loops served (and inputs regarding maximum cable sizes), the quantity of each category needed based upon the conditions in each central office out of which the CLEC serves its customers. To the extent that an ILEC does not impose charges for a particular category, the unit price is zero.

Q. ARE THE COLLOCATION COSTS ADJUSTED TO ACCOUNT FOR THE PREVIOUSLY-DESCRIBED "RAMP UP" IN THE NUMBER OF CUSTOMERS AN EFFICIENT CLEC WOULD ULTIMATELY SERVE?

A. Yes. Like the DLC calculations described above, collocation costs associated with DC Power consumption are adjusted to incorporate the effect of a "ramp up" that reflects the fact that an efficient CLEC would not acquire all of its customers instantaneously. For example, power feed related charges are incurred immediately based on the maximum expected lines in service, and collocation space construction is based on the projected number of frames, rather than incrementally as each frame is added. Collocation costs which are not incurred on

day one, but only as demand materializes, are treated similar to the line-card investment portion of total DLC investment as described above. In addition, collocation amperage-related charges (including HVAC) as well as DS0 termination charges are incurred only as actual demand materializes, and these receive the same treatment as DLC line cards.

C. Costs of Connecting to the CLEC's Switch (Backhaul Infrastructure)

1. Facility Ring Processor Tool

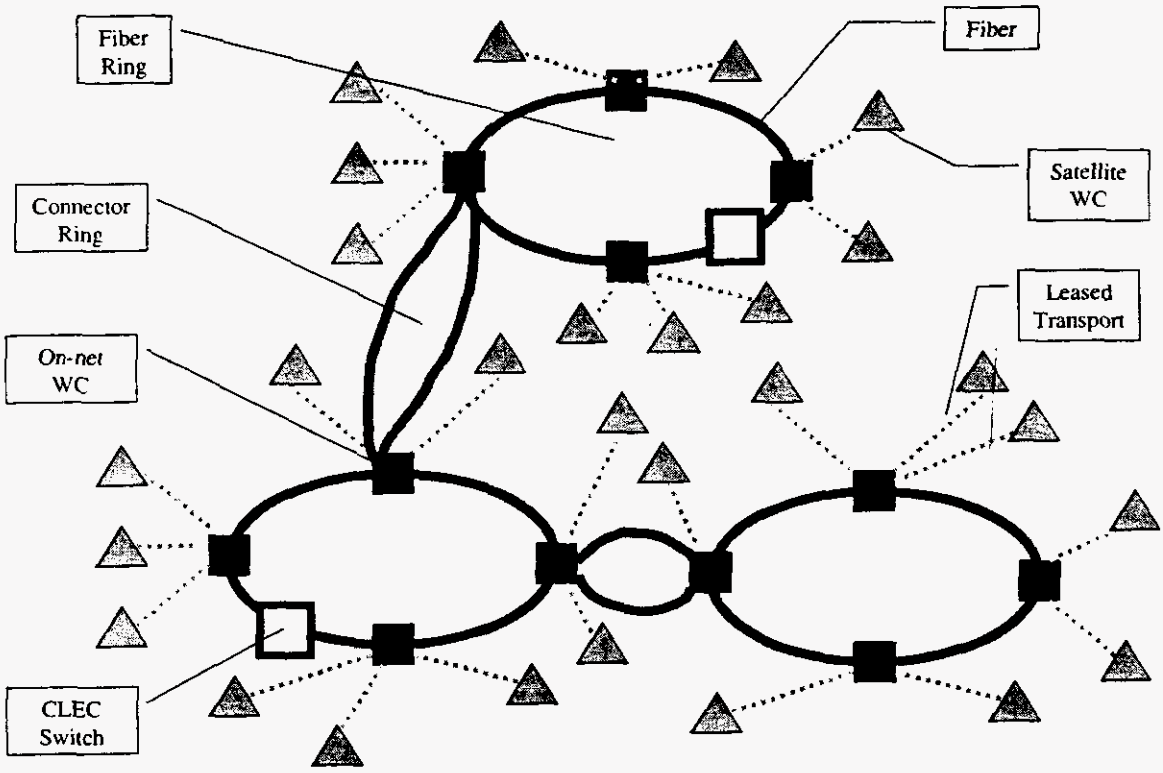
Q. HOW DO THE DS0 IMPAIRMENT TOOLS CALCULATE THE LEVEL OF COST IMPAIRMENT ASSOCIATED WITH BACKHAULING A CUSTOMER'S LOOP FROM AN ILEC CENTRAL OFFICE TO THE CLEC SWITCH?

A. The Facility Ring Processor Tool ("FRP") initially establishes a self-provided CLEC facility network that is linked to the largest ILEC central offices. The CLEC's collocations at those wire centers form the "nodes" of its transport facilities. Each remaining wire center (or satellite location) to be served is then "homed" to the closest node location that is on the CLEC network or "on-net". This process creates the basic backhaul transport network.

Q. CAN YOU PROVIDE A BRIEF DESCRIPTION OF THE FRP TOOL?

A. Yes. The following diagram displays the basic architecture the FRP Tool uses:

Figure 2



The facility architecture designed by the FRP Tool requires the designation of central offices in Florida as either Network Nodes (or "core" offices) or Satellite offices. The FRP Tool will connect each network node to another network node using self-provided facilities (nodes connected to at least two other nodes), and "Satellite offices" are connected to the closet node office using facilities leased from the incumbent. As a default mechanism, the FRP ranks all wire centers in Florida by number of lines, and then assigns wire centers in declining line count order as Network Nodes until 50 percent of lines have been assigned to nodes. Generally, this mechanism designates approximately 30 percent of the central

offices as Network Nodes. However, the user can change the default mechanism or change the designation of any individual node.

Once the Network Node offices are identified, the FRP tool treats all of the incumbent central offices that are *not* designated as node office locations as Satellite offices. The tool separately assigns each Satellite location to its nearest Network Node location.

The FRP tool combines multiple individual physical rings to connect all of the Network Nodes, with each ring serving up to the user-specified maximum number of Network Nodes. The tool uses "ring connectors" to interconnect adjacent rings. An algorithm (written in Visual Basic for Applications code) determines the mix of rings and ring connectors.

Q. HOW DOES THE FRP CALCULATE THE MILEAGE BETWEEN NODES?

A. The FRP tool calculates both the airline mileage and the rectilinear mileage between Network Node-to-Network Node office pairings, based on the vertical and horizontal coordinates of the pair. The tool separately accumulates the airline and the rectilinear distances for all Network Node-to-Network Node connections required in a particular study area, and calculates the average airline miles per node and the average rectilinear miles per node within the study area. Similar calculations are made for the ring connector distances. Based on these distance calculations, the FRP tool determines where fiber signal "regenerators" (used to "boost" the fiber signal after a certain distance) are required (using the user-specified regenerator spacing input) for rings and ring connectors. Finally, the

FRP tool calculates a density zone distribution for the self-deployed facilities. The FRP tool estimates construction costs based on eight density zones in order to reflect the different cost characteristics of serving areas with different populations.

As noted earlier, the FRP tool also associates each Satellite location with its nearest Network Node location. The fundamental assumption in the FRP tool is that Satellite offices will connect to nodes using incumbent-supplied interoffice transport (*i.e.*, special access). Because BellSouth's charges for these types of connectivity are based upon airline distance, the FRP tool determines the closest Network Node to each particular Satellite office on the basis of airline distance. This distance is used subsequently to determine pricing of incumbent supplied transport (*i.e.*, interoffice transport) in the calculation of backhaul costs in the DS0 Impairment Analysis tool.

2. Transport Cost Analysis Tool

Q. HOW DO THE FACILITY RING PROCESSOR TOOL AND TRANSPORT COST ANALYSIS TOOL RELATE TO ONE ANOTHER?

A. The Facility Ring Processor Tool fundamentally calculates the mileage between the nodes that are incorporated into the CLEC's SONET rings and the mileage between the satellites that are then connected to their nearest node. Once this network of nodes is identified along with the corresponding mileage for these rings, and the mileage to connect the satellites back to the nodes, the Transport Cost Analysis Tool is then used to develop the costs of actually constructing or leasing that network.

Q. DOES THE TRANSPORT COST ANALYSIS TOOL DETERMINE THE COSTS TO CONNECT AND OPERATE THE NODES AND SATELLITES?

A. Yes. Satellite-to-node connections are leased facilities from the ILEC and their cost is a function of the established airline distance between those locations which is established by the FRP tool. The node-to-node connections are based on a ring architecture that used SONET rings self-deployed by the CLEC to connect all CLEC node offices. The mileage of fiber that is calculated for a particular SONET ring in the FRP is developed using an algorithm that minimizes the amount of fiber deployed but also accounts for the engineering reality that SONET rings are limited in the number of nodes that can be placed on a particular physical ring and the maximum distance that can exist between any two nodes. The details of this calculation can be found in the Technical Appendix. Once the SONET ring fiber mileage (referred to as "conductor mileage") is established in the FRP, the facility costs are calculated by the Transport Cost Analysis Tool in much the same manner as occurs in the TELRIC studies for ILEC UNE transport. For node (or on-net) offices, the backhaul cost is the self-provided network cost only which is allocated to a typical DS1 or DS3 that would be served on this self-provided network. It is important to understand that this allocation is another of the conservative assumptions made within the model in that the implicit assumption is that the SONET rings built between the nodes will be used for more than just the backhaul of customer loops. As such, by calculating the average cost of a DS1 or DS3 on the self-provided network, this cost will be attributed to the backhaul of customer loops terminating at node collocations assuming that other DS1s or DS3s on the same self-provided network are bearing their share of the

network's cost from other enterprise applications. The number and size (DS1 or DS3) of transport required is based on the actual lines being served out of a node collocation in the same manner as the calculations are performed for a satellite central office.

After the tool has completed the cost development for the "node" locations in the study area, it is necessary to develop the transport cost for "satellite" locations. As noted previously, satellite locations are central offices where the CLEC will need to obtain the customer's unbundled loop, but will not have a fiber network extended to the particular office. As such, the tool must determine the unit cost for DS1 and DS3 leased transport for the connections from the satellite locations, which are not on the CLEC SONET fiber rings, to the nearest node locations, which is on the CLEC SONET fiber ring. The calculation is based on the shortest distance between a satellite and the closest node to that satellite (referred to in tariffs as interoffice transport or special access as "airline mileage"). This airline mileage between the node and satellite central offices is then used to calculate the DS1 or DS3 transport cost using the relevant BellSouth rates for a DS1 connection and a DS3 connection. The actual selection of whether a DS1 connection or a DS3 connection is used is based on the number of unbundled loops that the CLEC expects to serve within a central office. There are specific calculations that take account of the functionality of the DLC that are also used to identify the specific number and size (DS1 or DS3) of connections that are required between the DLC at the satellite central office and the nearest node, but the underlying driver of this determination is the number of lines that the CLEC

anticipates serving at the satellite central office. Based on the number and size (DS1 or DS3) of the connections and the mileage between the satellite central office and nearest node central office, the total transport cost calculation for this pair of offices can be made. This same set of calculations is repeated for each satellite central office contained within the study area. For satellite locations, the backhaul cost is the combination of the leased facility cost to the node location and the self-provided transport from the node location to the CLEC switch.

When special access tariffs are used to determine the pricing of such facilities, it may also require knowledge of the specific offices connected, in order to determine whether price cap or pricing flexibility tariffs apply. All these preceding factors are taken into account by the tools' calculations.

Q. EARLIER YOU BRIEFLY DISCUSSED THAT THE ALLOCATION OF THE COSTS FOR THE SONET NETWORKS IS PERFORMED BASED ON THE EXISTENCE OF OTHER SERVICES SHARING THE SAME NETWORK. COULD YOU DESCRIBE THIS ALLOCATION IN MORE DETAIL?

A. Yes. As I noted earlier, such a CLEC self-provided SONET transport infrastructure would rarely if ever be built to handle exclusively transport traffic generated only by mass market customers. In recognition of this fact, the Transport Cost Analysis Tool assumes that there would also be significant enterprise customer traffic moving between Network Node locations on the transport ring.

The Transport Cost Analysis Tool gives effect to this assumption by employing a "utilization" or "fill" factor that effectively allocates the total costs of the self-

provided SONET network structure and optical equipment required by the OC-48 ring built to connect all Network Nodes in a study area as follows:

$$\text{Average Cost of Back-Haul per DS3 per Node} = \frac{\text{Total Cost of OC-48 Network}}{\text{48 DS3s per OC-48} * 80\%}$$

Q. HOW WOULD YOUR UTILIZATION BE AFFECTED IF MORE NODES WERE ADDED TO THE NETWORK?

A. Quite simply, the addition of more nodes to the SONET network would cause the utilization level to drop. The precise mechanics of this relationship have not been modeled because it is not possible to know all of the enterprise demand that would exist between the nodes on the SONET network. However, utilization is not a static assumption. If additional nodes were added to the network, these additional nodes on the same SONET rings cause the following to occur: (1) Increase the average cost of back-haul transport per DS3 per mile because more miles of transport have been added to the SONET network to incorporate the additional node; and (2) Decrease the anticipated average utilization of the ring because you would generally be adding nodes with a lower anticipated demand.

D. Costs of Transferring Customers from the ILEC to CLEC Network (Hot Cuts)

Q. THE THIRD MAJOR COMPONENT OF ABSOLUTE CLEC COST DISADVANTAGE YOU IDENTIFIED EARLIER INVOLVES THE COSTS OF TRANSFERRING CUSTOMERS. CAN YOU DESCRIBE HOW THESE COSTS ARE CALCULATED?

A. Yes. The third major component of the CLEC's economic impairment is the costs associated with transitioning customer loops from the ILEC to a CLEC using UNE-L. This customer transfer is referred to in the industry as a "hot cut." The largest component of this cost consists of the charge(s) that BellSouth assesses to

transfer each customer's loop from its network facilities to the CLEC's collocation (*i.e.*, the "hot cut" charge). The hot cut cost assessed by BellSouth is a nonrecurring per-line charge imposed on CLECs so they can connect ILEC-supplied loops to CLEC-owned switches. The hot cut charge may include charges that vary per order and per line on an order (or on a first and additional line basis), with the number of the lines converted for a unique retail customer address typically being the determining factor. As input to the impairment analysis, weighted average costs per line are developed based upon the profile of single and multi-line mass-market customer locations. Separate calculations are made for consumer and business locations.

For Florida, BellSouth, for example, today exacts a nonrecurring charge of $83.11, assuming that a coordinated hot cut is employed for a single line order. As the FCC has recognized, charges such as these can "contribute to a significant barrier to entry." *See* TRO, ¶470.

Q. DO HOT CUT COSTS CONSIST ONLY OF THE ILEC IMPOSED COSTS?

A. No. Additional hot cut costs may also include the cost of work that must be performed *internally* by the CLEC in order to accomplish this transfer. (*See, TRO, ¶470.* The FCC recognizes not only economic impairment arising from the hot cut process, but also operational issues. *See, TRO, ¶*465, which discusses operational impairments associated with hot cuts.) Therefore, the DS0 Impairment Analysis tool can include the internal CLEC's costs to manage hot cuts in addition to the charges assessed by the incumbent. The average hot cut costs per month are a function of customer churn, the calculated "per-line" hot cut

charges and the internal costs of the CLEC. If customers that choose a CLEC remained that CLEC's customer forever, the CLEC would incur only a single hot cut cost for each customer that it adds to its network. However, customer behavior in a competitive mass-market would be characterized by significant churn. For example, the default churn rate employed is 4.6 percent per month. *See* Banc of America Securities, April 30, 2003, page 10. For this reason, the calculation of the hot cut charges per customer line must be higher to reflect the effects of this churn on total hot cut activity. (*See, e.g.*, TRO ¶ 471: "The evidence in the record demonstrates that customer churn exacerbates the operational and economic barriers to serving mass market customers.") This is accounted for in the tool by the combination of the CLEC's net growth in lines and its disconnect rate. Thus if the CLEC grows its overall number of lines by five percent in a year, and it also anticipates a five percent disconnect rate, its hot cut expenses in that year would be the hot cuts associated with the five percent net line growth *plus* the hot cuts associated with replacing the five percent of lines that would otherwise be lost, *i.e.*, a total of 10 percent of the lines in that year would experience a hot cut.

V. TOTAL CLEC DS0 COST DISADVANTAGE

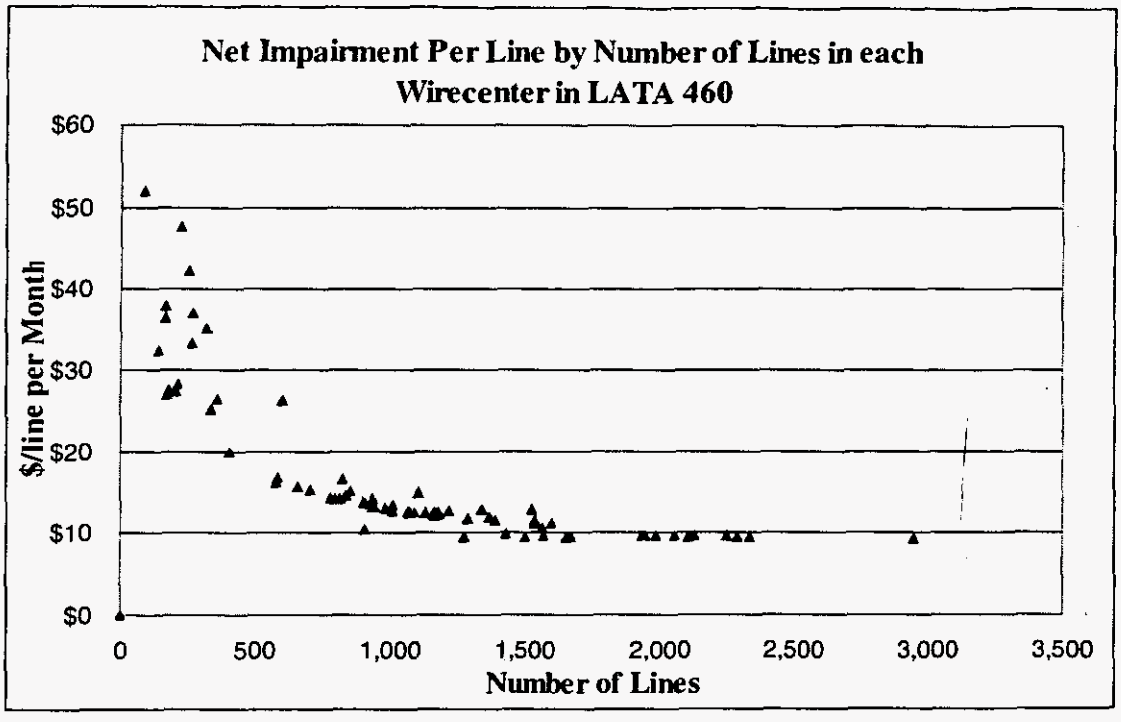
Q. PLEASE SUMMARIZE THE DS0 COST DISADVANTAGE YOU HAVE DEVELOPED FROM THE DS0 IMPAIRMENT ANALYSIS TOOLS.

A. As indicated in the previous discussion, the DS0 Impairment Analysis Tools rely upon specified inputs for each of the calculations leading to the total cost disadvantage faced by a CLEC entering the mass market. Overall, these inputs are conservative because (1) they focus only on major components of impairment

and ignore other sources of impairment, (2) assume enterprise customers will defray a significant proportion of the costs of back-haul transport and collocation, and (3) ignore many of the costs that a hypothetical efficient CLEC would spend to effectuate customer acquisition.

The results of my study, by geographic market, are summarized in the tables set forth below. Market-specific details, including inputs, are shown on Exhibit SET-2.

The lowest average impairment for any Florida LATA is $12.79 (for LATA 460). The following graph depicts the total impairment per line for each wirecenter within that LATA. It demonstrates that the impairment increases rapidly as the number of lines served in an office declines.



Based on the average impairment for LATA 460 (the largest LATA in Florida) my analysis shows that CLECs would experience an average cost disadvantage of $12.79 if UNE-L had to be used to serve mass-market customers.

The conclusion is inescapable that cost impairment in the form of an absolute cost disadvantage of this magnitude to the CLEC – and corresponding cost umbrella for the ILEC – constitutes a clear barrier to entry.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes it does.

ATTACHMENT
TO
INTERROGATORY NO. 128

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP

DIRECT TESTIMONY OF

MARK DAVID VAN DE WATER

ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC

DECEMBER 4, 2003

REDACTED VERSION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Mark David Van de Water. My business address is 7300 East Hampton Avenue, Room 1102, Mesa, AZ. 85208-3373.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.

A. I hold a Bachelors of Arts in Psychology and a Masters of Arts in Organizational Management. I am employed by AT&T, operating in Florida as AT&T of the Southern States, LLC ("AT&T"). For the past 5 years I have worked in the Local Services and Access Management organization of AT&T with responsibility for negotiating and implementing operational support system ("OSS") requirements and interfaces, and for resolving operational issues between AT&T Local Services and Southwestern Bell Corporation ("SBC"). In particular, I participated with SBC in formalizing their documented coordinated and uncoordinated unbundled network element-loop ("UNE-L") with local number portability ("LNP") hot cut processes. During 2003, I negotiated with SBC, on a business-to-business basis, to create a process by which AT&T is able to convert multiple unbundled network element-platform ("UNE-P") customers to UNE-L. A trial is currently being conducted of this process. Further, this process is the foundation of SBC's current "batch" hot cut proposal presented throughout its 13-state region. Before this assignment, I worked for over 16 years at Western Electric Company in various positions.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE REGULATORY COMMISSIONS?

A. Yes. I have testified before the California, Kansas, Missouri, Illinois, and Texas commissions in matters related to SBC's applications for in-region long distance authority under Section 271 of the Federal Telecommunications Act of 1996.

Q. WHAT ISSUES DOES YOUR TESTIMONY ADDRESS?

A. My testimony provides information directly related to the Commission's consideration of issues 3 and 6.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to address the operational constraints associated with the hot cut process, to describe issues this Commission should consider in developing any bulk migration process for unbundled loops, and to recommend the parameters that should be included in any bulk migration process. My testimony covers four key areas in this proceeding.

First, I address the operational and economic barriers presented by the hot cut process. This section of my testimony explains the findings of the Federal Communications Commission ("FCC") in the Triennial Review Order ("TRO").[1] It summarizes the FCC's conclusions that competitive carriers are impaired without access to unbundled local switching as a result of economic and operational impairment due to the hot cut process and describes the FCC's directions to state commissions to approve and implement a batch loop migration process.

Second, I describe the specifics of the current hot cut process and AT&T's experience with hot cuts in the BellSouth region. My testimony summarizes why AT&T's experience led it to choose UNE-P to provide local service and describes specific concerns related to BellSouth's performance of hot cuts.

[1] *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, In the matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Federal Communications Commission, CC Docket No. 01-338, Released August 21, 2003 (hereafter referred to as the "Triennial Review Order" or "TRO")

Third, I describe the challenges that must be addressed in implementing any batch loop migration process. I address the volume of hot cuts that will be required and the evaluation standards by which any batch migration process should be considered. My testimony discusses the number of UNE-L hot cuts that should be expected if unbundled local switching is no longer available and the segments of the market that pose unique challenges for development of a bulk migration process. My testimony also addresses new operational constraints that will arise if customer conversions require migration of a loop because unbundled local switching is no longer available to Competitive Local Exchange Carriers ("CLECs").

Fourth, my testimony includes recommendations for a batch hot cut process. Because CLECs have restricted insight into the operations of the Incumbent Local Exchange Carrier ("ILEC"), this recommended process addresses the parameters of a reasonable batch migration process. Development of a batch hot cut process rests primarily with the ILECs, in cooperation with the CLECs. Further, while my testimony points out the advantages of its recommended process, it also illustrates why no manually based process is capable of ensuring the seamless, low cost migration of loops that is required by the TRO and is equivalent to the ease and efficiency with which customers are migrated today when changing LD carriers and when using the unbundled network element platform.

I. BACKGROUND: THE OPERATIONAL AND ECONOMIC BARRIERS PRESENTED BY THE CURRENT HOT CUT PROCESS

Q. WHAT IS A HOT CUT?

A. When a mass-market (residential and small business) customer seeks to move his or her local service from one switch-based carrier to another, the connection between the

customer's analog loop and the original carrier's switch must be broken and a new connection must be established between that analog loop and the new carrier's switch. Because the customer's loop is lifted or "cut" while it still is provides active service to a customer (i.e., the loop is "hot"), the process used to transfer analog loops has become known as a "hot cut." The hot cut process involves two separate changes to the customer's service that must be coordinated to occur at approximately the same time: (1) the manual transfer of the customer's analog loop from one carrier's network to another's (the loop cut); and (2) the porting of the customer's telephone number (including the associated software changes and the disconnection of the original carrier's switch translations), so that inbound calls to the customer can be routed to the new carrier's switch using the customer's existing telephone number.

Q. DOES A HOT CUT CAUSE THE CUSTOMER TO LOSE SERVICE?

A. Yes. This occurs in two ways. The first is a complete loss of dial tone. From the time the customer's analog loop is disconnected from the ILEC's switch until it is reconnected to the CLEC's switch, the customer has no dial tone and is completely out of service. Second, from the time the customer's analog loop is reconnected to the CLEC's switch until the customer's number is successfully ported to the CLEC's switch, the customer cannot receive any incoming calls. That is because, until the appropriate change message is received by the Number Portability Administration Center ("NPAC"), the NPAC database indicates that calls should be routed to the ILEC's switch. If someone calls the customer and the calls are sent to the ILEC's switch after the customer's analog loop has been physically moved, the call will not complete and the caller will be unable to reach the customer.

Q. HOW DID THE FCC ADDRESS THE ISSUE OF HOT CUTS?

A. In short, it concluded that hot cuts cause impairment. In the TRO, the FCC reviewed substantial data and descriptions of this hot cut process provided by both ILECs and CLECs and found, on a national basis, that competing carriers providing voice service to mass market customers are impaired without access to unbundled local circuit switching. TRO ¶ 459. This finding was based in part on clear evidence regarding the economic and operational barriers caused by the hot cut process. *Id.* *See also* ¶ 473 ("Our national finding of impairment is based on the combined effect of all aspects of the hot cut process on competitors' ability to serve mass market voice customers.") The FCC recognized that "whether a customer was previously being served by the competitive LEC using unbundled local circuit switching [i.e., using UNE-P], or by the incumbent itself, a hot cut must be performed [if unbundled local switching is no longer available]. *Id.*¶ 465.

Q. DID THE FCC MAKE SPECIFIC FINDINGS?

A. Yes. The FCC found:

> "[H]ot cuts frequently lead to provisioning delays and service outages, and are often priced at rates that prohibit facilities-based competition for the mass market. The barriers associated with the manual hot cut process are directly associated with incumbent LECs' historical local monopoly, and thus go beyond the burdens universally associated with competitive entry. Specifically, the incumbent LECs' networks were designed for use in a single carrier, non-competitive environment..." Id. ¶ 465.[2]

The FCC recognized that, as a result, "for the incumbent, connecting or disconnecting a customer is generally merely a matter of a software change. In contrast, a competitive carrier

[2] For a full discussion of the impairments created by the incumbents' current network architecture, see the Direct Testimony of AT&T Witness Jay Bradbury.

must overcome the economic and operational barriers associated with manual hot cuts." *Id*. (citations omitted).

Upon review of the evidence, the FCC concluded that the economic and operational barriers of the hot cut process include "the associated non-recurring costs, the potential for disruption of service to the customer, and our conclusion, as demonstrated by the record, that incumbent LECs appear unable to handle the necessary volume of migrations to support competitive switching in the absence of unbundled switching." *Id.* ¶¶ 459. The FCC further concluded that "[t]hese hot cut barriers not only make it uneconomic for competitive LECs to self-deploy switches specifically to serve the mass market, but also hinder competitive carriers' ability to serve mass market customers using switches self-deployed to serve enterprise customers." *Id.*

Q. HOW DID THE FCC PROPOSE TO ADDRESS THESE PROBLEMS?

A. The FCC found that "[c]ompetition in the absence of unbundled local circuit switching requires seamless and timely migration not only to and from the incumbent's facilities, but also to and from the facilities of other competitive carriers." TRO ¶ 478 (citations omitted). Having reached this conclusion, the FCC indicated that "loop access barriers contained in the record *may* be mitigated through the creation of a batch cut process . . . ." TRO ¶ 487 (emphasis added). The FCC then directed state commissions to approve and implement a batch process that attempts to address the economic and operational barriers caused by hot cuts, or make detailed findings why such a process is not necessary in a particular market. *Id.* ¶ 488; *see also* ¶ 423. The FCC identified issues that must be addressed by any batch hot cut process developed, *id.* ¶ 489, and outlined the

detailed findings that must be made if a state commission declines to institute a batch hot cut process for a particular market. *Id.* ¶ 490.

Critically, however, the FCC recognized that even after such a process is implemented, competitive carriers may still face barriers associated with loop provisioning -- even problems arising from newly improved cutover processes -- that may continue to be a significant barrier to competitive entry into the mass market. *Id.* ¶ 512. The FCC asked state commissions "to consider more granular evidence concerning the incumbent LEC's ability to transfer loops in a timely and reliable manner." *Id.* Some of the evidence the FCC suggested commissions should consider includes "commercial performance data . . . and the existence of a penalty plan with respect to the applicable metrics" and "whether the incumbent's facilities, human resources, and processes are sufficient to handle adequately the demand for loops, collocation, cross connects and other services required by competitors for facilities-based entry into the voice market." *Id.*

II. OPERATIONAL AND ECONOMIC IMPACTS WHEN USING UNBUNDLED LOOPS: WHY AT&T USES UNE-P RATHER THAN UNBUNDLED LOOPS

Q. HOW IS AT&T CURRENTLY SERVING MASS MARKET CUSTOMERS IN BELLSOUTH TERRITORY?

A. AT&T is currently acquiring virtually all its mass market (residential and small business) customers using the Unbundled Network Element Platform ("UNE-P"). For example, from January through June 2003, BellSouth has only completed REDACTED hot cut orders for AT&T for the entire nine-state BellSouth region. Below are the numbers of hot cut orders by month and the number of UNE-P orders per month.

Month	UNE-P Orders	Hot Cut Orders
January, 2003		
February, 2003		
March, 2003		
April, 2003		
May, 2003		
June, 2003		

From BellSouth's BellSouth Performance Measurement and Analysis Platform ("PMAP")

Further, according to PMAP's Customer Trouble Report Rate reports, as of October 2003, while AT&T had over REDACTED UNE-L lines in service in BellSouth territory, it had over REDACTED UNE-P lines in service.

Q. HAS AT&T USED METHODS OTHER THAN UNE-P TO PROVIDE SERVICE TO MASS MARKET CUSTOMERS?

A. Yes. As noted above, AT&T has served a limited portion of the small business market using an unbundled loop from BellSouth with an AT&T owned switch using the hot cut process. Significant cost and operational provisioning problems that occurred even at these low volumes of hot cuts, however, caused AT&T to virtually eliminate UNE-L as a means of acquiring customers.

Q. DID AT&T EXPERIENCE THE HOT CUT IMPAIRMENTS FOUND BY THE FCC?

A. Yes. As confirmed by the FCC, AT&T's experience was that the hot cut process frequently led to provisioning delays and service outages that led to an untenable level of customer dissatisfaction. Naturally, this dissatisfaction was directed at AT&T as the retail provider of the service, not BellSouth, the underlying wholesale provider. In particular, BellSouth's provisioning delays included its substandard performance in returning timely firm order confirmations, its failure to provide a reliable schedule for performing hot cuts, and its failure to notify AT&T consistently and timely that customer loops had been

transferred to AT&T, so that AT&T could complete the final steps necessary to port the customer's telephone number to ensure the customer could receive incoming calls.[3] Factors that contributed to customer service outages included BellSouth's erroneous disconnection of end users' lines and, when erroneous disconnections occurred, undue delay in reconnection. In addition, BellSouth's high charges for hot cuts make facilities-based competition using UNE-L for mass market customers uneconomic.

Q. GIVEN THESE PROBLEMS, WHY DOES AT&T CONTINUE TO USE HOT CUTS AT ALL?

A. AT&T has existing business customers that it serves using its own switch and unbundled analog loops dating back to the time when AT&T was using UNE-L to provide local service. When these customers wish to change their service by adding lines or migrating additional lines from the ILEC, AT&T will continue to use UNE-L to satisfy this request. Additionally, when a large customer migrates more lines to AT&T than can be provisioned on a single DS1, but less than can economically be provisioned on two DS1's, AT&T will provide service to this customer by using a DS1 loop, and unbundled analog loops for the additional lines that could not be supported on the DS1.

AT&T follows this practice because it maintains separate processes and databases for its customers served via loop facilities and its customers served via UNE-P. Having all of a customer's lines provisioned using the same network configuration allows AT&T to provide more efficient and effective on-going customer service, maintenance, and repair. AT&T does not actively market analog services to small business mass market customers using a UNE-L strategy, due to the provisioning problems and the high costs of hot cuts and

[3] Timely firm order confirmations are essential to communicate when the order is to be provisioned so that number porting activities can began and service migration can be confirmed with the customer. Late firm order

backhaul costs, *i.e.*, the costs of extending the loop from the ILEC central office to AT&T's switch.

Q. HOW DOES THE HOT CUT PROCESS DIFFER FROM PROVIDING SERVICE USING UNE-P?

A. UNE-P is a simple process that is ordered and provisioned electronically. With UNE-P, there should be no need to perform physical work in the ILEC's central office or outside loop plant to migrate an existing ILEC customer to a CLEC that is providing service using UNE-P. The migration from ILEC-retail to CLEC-UNE-P service only requires the ILEC to perform software changes. Thus, there is little chance for error and the customer does not have to lose service during the migration, because the service, both before and after the change, is being provided through the use of the ILEC's switch. This eliminates the need for a physical transfer of the customer's loop, as well as the need to port the customer's telephone number to another switch. Consequently, this service is almost always provided to the customer very quickly.

A hot cut, in sharp contrast, is a complex, highly manual process. It requires significant coordination between both the ILEC and a CLEC. Both carriers must perform multiple tasks in the hot cut ordering and provisioning processes, and both parties must coordinate these operations in the proper, agreed-upon sequence. If the many steps of the hot cut process are not performed in that exact sequence -- and properly coordinated between both carriers -- and if the ILEC does not complete its downstream processes correctly and timely, the customer will experience a service outage that is much longer than the unavoidable outage associated with this process.

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confirmations also cause the customer's order to be delayed past the times originally requested by the customer.

Q. PLEASE DESCRIBE THE MAJOR STEPS IN MIGRATING A CUSTOMER FROM AN ILEC TO A CLEC USING UNE-P.

A. There are only a few significant steps involved in migrating a mass-market customer from the ILEC to a CLEC using UNE-P:

- After completing the sale to the customer, the CLEC accesses the ILEC's pre-ordering OSS in order to obtain the necessary customer information, such as the correct name and address. A CLEC agent enters this information into the CLEC systems to create the CLEC customer service record and establish the CLEC bill. The agent must take special care to ensure the information used by CLEC matches the ILEC's records in order to avoid an order rejection by the ILEC.
- The CLEC's agent prepares the Local Service Request ("LSR") and submits it electronically to the ILEC interface. The large majority of UNE-P migration orders can be processed by the ILEC without the need for any manual intervention by ILEC personnel. Thus, most UNE-P migration orders electronically flow-through the ILEC's OSS, and can be provisioned on a same day or next day basis.
- Upon receipt of the LSR, the ILEC electronically validates that the order is error-free, and electronically sends the CLEC a Firm Order Confirmation ("FOC").
- Upon receipt of the FOC, the CLEC updates its systems to reflect the due date of the order.
- Thereafter, the remaining processes are electronic. On the due date, which is typically the next day, the ILEC's OSS implement the order by making appropriate software changes that (i) transfer ownership of the account to the CLEC and establish wholesale billing to the CLEC for the customer and (ii) cause the ILEC's internal systems to send a final retail bill to the end user.
- When the CLEC receives the provisioning completion notice electronically from the ILEC, the CLEC closes out the order in its systems including such items as establishing the customer's new billing arrangement.[4]

For UNE-P, the migration process is electronic with little opportunity for human error. According to BellSouth's Response to AT&T Interrogatory 32 (see Exhibit MDV-1), with UNE-P migrations, over eighty four percent (84.4%) of orders flowed through completely electronically, eliminating opportunities for human error. However, only about twenty four percent (23.7%) of UNE-L migration orders flowed through. (See BellSouth's

[4] If the customer has requested voicemail, the CLEC must also build and test the voice mailbox, if applicable.

response to AT&T Interrogatory No. 28, attached as Exhibit MDV-2) Additionally, there is rarely a service interruption when a customer is migrated to a CLEC using UNE-P. After ordering service from a competitive carrier, the entire customer migration process is completely hidden from the end-user in a manner that makes changing local carriers as seamless as changing long distance carriers. These electronic processes are the rough equivalent of the Primary Inter-exchange Carrier "PIC" process that was developed to support the highly competitive long distance market.

Q. PLEASE DESCRIBE THE ADDITIONAL SIGNIFICANT STEPS OF MIGRATING A CUSTOMER FROM AN ILEC TO A CLEC USING A HOT CUT.

A. When a CLEC seeks to use its own switch to serve mass market local customers using a UNE-L architecture, the processes needed to change local carriers are much more complex, manual and costly than for UNE-P, requiring physical work to transfer the customer's analog loop from one carrier's switch to another's. For example, the CLEC must assign the customer to facilities in its switch and equipment; both the CLEC and the ILEC must conduct a series of number porting activities; and the ILEC must perform numerous manual provisioning and testing activities in its central office and sometimes in the field. Before the CLEC even submits an order for a hot cut, the CLEC must conduct the following activities in addition to those required for a UNE-P migration:

- The CLEC negotiates a due date with the customer based on the standard intervals for loop migrations that are lengthier than UNE-P intervals. For business customers, a cutover time must also be negotiated to ensure the service outage does not impact the operation of the customer's business.
- The CLEC conducts an inventory of facilities and electronically assigns the customer's loop to specific facilities in the CLEC's switch, to equipment located in CLEC-owned collocation space and to a Connecting Facility Assignment ("CFA") that will be used by the ILEC to connect the customer's loop to the CLEC's collocated equipment.

- The CLEC accesses the ILEC's Loop Facility Assignment Control System ("LFACS") database to confirm that the availability of the CFA information in both companies' databases match.

After completing these activities, the CLEC prepares and submits the LSR. After submission of the LSR, the ILEC begins its activities.

- The ILEC checks its CFA database to ensure the CFA on the order matches its inventory.
- The ILEC issues the number portability "trigger" order by setting switch triggers which will ensure the customer receives intra-switch calls between the period of time the CLEC ports the number to its switch until the ILEC disconnects the telephone number in its switch.
- The ILEC inputs the order into its backend systems to create the internal service orders that will be needed to accomplish the migration.

Then the ILEC returns the FOC to the CLEC. Unlike UNE-P, after receiving the FOC, in a UNE-L migration the CLEC and the ILEC cannot rely on the electronic systems to flawlessly provision the service. Instead, the following complicated set of activities occurs, activities that must be coordinated if the cut is to be successful for the customer:

- The CLEC confirms with the customer the specific time and date when the hot cut is scheduled to take place based on the information in the FOC.
- The CLEC verifies that dial tone is being delivered from its switch to the CFA in the collocation cage.
- The CLEC alerts the National Number Portability Administration Center ("NPAC") that reprogramming is needed to move the customer's telephone number from the ILEC to the CLEC by sending an electronic "create" message to the Administrator. This begins the process of porting the customer's telephone number. This "create" message prompts NPAC to send a message to the ILEC to ensure the ILEC consents. The ILEC has eighteen (18) hours to respond.

After the CLEC completes these activities, the ILEC completes other activities necessary to a hot cut that are not required for a UNE-P conversion.

- The ILEC determines whether the facilities currently being used by the customer can be reused. For example, if the customer is on Integrated Digital Carrier Loop ("IDLC"), the facilities cannot be reused and spare non-IDLC facilities must be identified and assigned to this customer.
- The ILEC pre-wires the cross-connection frames.

- The ILEC confirms the presence of dial tone from the CLEC's switch on the cross-connects in the CLEC's collocation space.
- Upon receipt of the "create" message from NPAC, the ILEC will send a "concur" message back to NPAC.
- The ILEC verifies that the proper phone number is on the loop that is to be cut over.

After these activities, the ILEC contacts the CLEC to determine whether the cut can proceed as scheduled. During this call the ILEC may also provide essential information such as test results. Assuming nothing has gone wrong, on the day of the cut over, the ILEC and the CLEC will continue the following activities:

- The ILEC ensures it has the correct line for the cut.
- The ILEC verifies dial tone on the line at the ILEC Main Distribution Frame ("MDF").
- The ILEC monitors the line and, when idle, removes at the MDF the old cross connection jumper that connected the customer's loop to the ILEC's switch and terminates the pre-wired cross connection from the CLEC's CFA to the customer's loop.
- The ILEC provisioning center contacts the CLEC to advise that the conversion is complete.
- The CLEC then conducts its own tests to ensure that all lines have been successfully migrated.
- If testing is successful, the CLEC sends an "activate" message to NPAC advising that the customer's number should be ported to the CLEC's switch.
- The CLEC then calls the ILEC to accept the service.

The cut, however, is still not complete.

- Upon receipt of the activate message from NPAC, the ILEC completes the disconnect order and sends an "unlock" message for the E911 database administration to allow the CLEC access to the E911 database record for the ported number.
- Then the CLEC migrates the 911 record by updating the Automatic Location Indicator ("ALI") database to identify the CLEC as the local service provider. This ALI information supports the Public Safety Answer Point ("PSAP") that receives 911 calls.
- The ILEC must remove the old cross connections from its frame to free up the ILEC's switch port for another customer.

Only then is the hot cut complete. Not only are there significantly more steps involved in a hot cut, those steps must be coordinated if a cut is to be successful in limiting the time the customer is out of service.

To demonstrate the flow and order of activities, I have attached as Exhibit MDV-3 a process flow document for a hot cut. The first three pages show by numbered tasks the activities the ILEC must conduct to complete a hot cut. Page Four shows by lettered tasks, the activities the CLEC must complete. Beginning with Task A on Page Four, one can follow the flow of the simplest type of error-free hot cut. As the exhibit reveals, the ILEC must conduct at least twenty-three (23) separate tasks and the CLEC must conduct at least twelve (12). These tasks cannot be conducted at the same time but must move forward in a back and forth flow and often must be coordinated with the other party. In addition, I have attached to my testimony as Exhibit MDV-4 a video depicting the extensive changes to the network architecture required to perform the hot cut process, the numerous manual steps involved in the actual hot cut, and an efficient and effective alternative to the manual hot cut process.

Q. HOW DO THESE ADDITIONAL STEPS IMPACT CLECS THAT ATTEMPT TO USE THEIR OWN SWITCHES?

A. First, these additional steps add time. UNE-P orders are completed much more quickly than UNE-L orders. The completion interval for a UNE-P order without any field work is from less than ½ day to less than 1 ½ days:

Dispatch Type	Volume	Order Interval (excluding FOC Interval)
Switch based Completions	95,704	0.35 days
Central Office Based Completions	16,164	1.20 days

In contrast, the completion interval for UNE-L orders that do not require field work is as follows:

Loop Type	Volume	Order Interval (excluding FOC Interval)
2 wire analog loop (designed)	33	5.85 Days
2 wire analog loop (non-designed)	142	3.62 Days
2 wire analog loop with LNP (designed)	17	5.47
2 wire analog loop with LNP (non-designed)	420	4.82

(See measure P-4, Order Completion Interval--September, 2003 Florida Monthly State Summary ("MSS") report)

Second, the multi-step, highly manual UNE-L process introduces numerous opportunities for human error and degradation of service quality. The greater the opportunity for error, the more likely the service migration date may be delayed or changed, which causes customer dissatisfaction with the CLEC. Moreover, introduction of errors also significantly increases the likelihood that the customer may be either completely out of service for an extended period or be unable to receive incoming calls. For example, when customers in Florida experience service outages during a hot cut, the outage duration has lasted from a monthly low average of 2.8 hours to a high average of 13.6 hours. (See Florida's September, 2003 MSS Chart Reports (B.2.22.2).)

Mass market customers will not accept such delays or errors. As the FCC noted, these customers *"have come to expect the ability to change local service providers in a seamless and rapid manner."* TRO ¶ 471 (citations omitted) (emphasis added). They "generally demand reliable, easy-to-operate service and trouble-free installation." *Id.* at 467 (citations omitted). Moreover, when troubles occur, end-user customers blame the CLECs. The FCC recognized that "[s]ervice disruptions also will influence customer perceptions of

competitive LECs' ability to provide quality service, and thus affect competitive LECs' ability to attract customers." *Id.* at 466.

These critical service quality concerns and others are reflected in the following table that illustrates the inferior performance BellSouth provides for analog loops compared to UNE-P in Florida obtained from the recently BellSouth-reported performance data.

	UNE-P	Analog Loops/with LNP
FOCs-% on time	95.56%	Design –34.74% Non-design –31.87%
FOCs-average interval	4.48 business hours	21.65 business hours-Design 22.94 business hours-Non-design
Flow-Through for migration orders	84.4%	23.7%
% Orders Placed in Jeopardy	Dispatch--6.60%	Design/Dispatch—55.00% Non-Design/Dispatch—13.86%
% Orders requiring Field Dispatch[5]	2%	13%
Non-dispatch Order Completion Intervals	.35 days for switch based 1.20 days for central office	Design 5.47 days Non-design 4.82 days

From September MSS Reports, October PMAP reports, and Exhibits MDV-1 and MDV-2.

As is depicted above (even with the current minimal UNE-L volumes), far fewer UNE-L orders flow-through and thus more orders have to be handled manually, fewer UNE-L Firm Order Confirmations are returned on time and take longer to return on average, significantly more UNE-L orders require a field dispatch, more orders are placed in jeopardy, and due date intervals are longer for UNE-L than UNE-P. In sum, the enormous increase in physical work in the central office to provision hot cut customers is exacerbated by significantly more manual work and delay in every step of the process.

Third, these additional steps add significant cost. The cost for processing and provisioning a UNE-P order in BellSouth Florida is $1.62. In sharp contrast, the cost for

most hot cuts in BellSouth Florida is $83.11. Similarly, a CLEC's internal costs for UNE-P are significantly less than UNE-L. This is because once the UNE-P orders are submitted, they are tracked electronically and generally do not require individual work. For UNE-L orders, however, the CLEC bears labor costs to prepare, track and implement its orders. As represented more fully in Exhibit MDV-3, these additional CLEC costs include the following work activities: (1) connecting facility assignments ("CFA") inventory management, (2) dial tone and conformance testing, (3) internal pre-cut and day of cut coordination with ILEC, and (4) separate systems and activities required to support number portability. In addition, if the CLEC's customer wants the conversion completed during "non-business" hours in order to avoid service disruption during the time when service is most critical to the customer, the CLEC must pay overtime for any involved personnel. And critically, the CLEC will never recover these costs if the CLEC loses the customer as a result of problems incurred during the hot cut itself, or in situations where the industry is experiencing rapid customer churn. TRO ¶ 471.

Q. WHAT COST DOES AT&T BELIEVE IS APPROPRIATE FOR MIGRATING CUSTOMERS?

A. AT&T believes that the cost for migrating customers among providers must be based on forward-looking technology (electronic) technology, and should be as equitable as possible among types of service migrations. For example, the cost of a PIC change in BellSouth Florida is $1.95, and the cost of a migration to UNE-P in BellSouth Florida is $1.62. Methods other than electronic provisioning of service migrations lead to discriminatory price differences that are impossible to overcome.

[5] The 2% field dispatch for UNE-P is likely to be applicable to new installations only (not migrations), creating an even greater disparity between field dispatch for UNE-P than UNE-L than the data indicate.

Q. ARE THE OPERATIONAL ISSUES YOU DISCUSS UNIQUE TO BELLSOUTH?

A. No. While, as discussed below, BellSouth has created some unique issues due to its refusal to respond reasonably to requested improvements in its hot cut process, most of the operational barriers inherent in the hot cut process exist simply because it is a burdensome manual process that must be performed on a loop by loop basis. Any manual process, by nature, introduces significant potential for human error. Mistakes such as (1) disconnecting the wrong loop, (2) premature disconnects, (3) cross-connecting the loop to the wrong CFA, (4) inadvertently breaking cross-connection wires on the frame for end-users not involved in the hot cut while connecting the new or disconnecting the old jumper pairs, or (5) making poor connections on the terminal block (*e.g.*, loose wire wraps) all can lead to customer service outages that can be lengthy if the problem goes undetected by the person who made the error. The hot cut process is inherently labor-intensive, inefficient, prone to error, and incapable of sustaining the volumes necessary to allow effective competition in the mass market.

Q. WHY DO YOU SAY THE HOT CUT PROCESS IS INHERENTLY INCAPABLE OF SUSTAINING VOLUMES NECESSARY TO ALLOW EFFECTIVE COMPETITION FOR MASS MARKET CUSTOMERS?

A. The failure and service restoration problems that occur at low volumes will only be exacerbated by the tremendous increase in the level of activity that will be required if unbundled local switching were not available and CLECs are forced to use UNE-L to serve mass market customers. These problems will be further compounded with the number of additional inexperienced people that will be necessary to work the hot cut process and to troubleshoot and repair the increased troubles that are likely to occur. Because the industry

as a whole has absolutely no experience providing service to mass market customers using a hot cut process -- or anything remotely comparable to it -- it is impossible to accurately qualify the impact this process will have on service quality. We do know, however, that service quality is likely to decline, because any time a process requires human intervention and manual steps, there is greater opportunity for failures to occur. Moreover, the opportunity for failures increases disproportionately when rapid increases in volumes occur. For decades, all industries, including the telecommunications industry, have affirmatively sought out and implemented technological improvements that reduce or eliminate manual activity in their transaction processes. Attempting to serve the mass market using the manual hot cut process on each and every customer's analog loop runs counter to that trend and can only turn back the clock on the technological advancements that have been made.

Q. DOES BELLSOUTH CURRENTLY HAVE A BULK OR BATCH HOT CUT PROCESS?

A. No. BellSouth currently has a bulk ***ordering*** process, but the hot cut provisioning is not done in a batch mode. In fact, if a CLEC requests that a group of hot cuts be done together, BellSouth places more restrictions on those hot cuts than if they are performed on an individual basis. For example, BellSouth currently offers time-specific hot cuts for individual analog loop migrations, but does not allow time-specific cuts when using its batch ordering process.

Q. HAS AT&T ASKED BELLSOUTH TO DEVELOP A BULK HOT CUT PROCESS?

A. Yes. AT&T has twice requested BellSouth to develop a bulk conversion processes with BellSouth. These requests were made because AT&T had found the individual hot cut

process to be inadequate. Therefore, these requests were intended to provide AT&T a more efficient and effective means to migrate customers to its facilities, when it was otherwise feasible to do so.[6] In particular, it was intended to provide AT&T an additional *optional* tool for use at its discretion when the determination was made that a limited migration from UNE-P to UNE-L in unique circumstances for certain sets of customers was economically feasible.[7] AT&T did not contemplate, nor is it feasible that the processes it requested, even if implemented properly, would be capable of being used as a replacement for UNE-P.

Q. WAS A BULK HOT CUT PROCESS AS REQUESTED BY AT&T TIMELY IMPLEMENTED?

A. No. AT&T made its first request, via the BellSouth change control process, in November 2000. In March 2003 -- nearly 28 months later, BellSouth implemented a bulk ordering (not provisioning), process as a result of AT&T's change request.[8] However, that process did not meet AT&T's needs as described in the change request. In fact, the provisioning (or actual hot cut portion) of BellSouth's "new" process appears to be "business as usual," with the critical exception that it does not allow time-specific cuts, which are essential to customer satisfaction. The process implemented was simply the bulk ordering process mentioned earlier.

[6] It was also anticipated by AT&T that these new BellSouth "bulk" methods would cost less than a "one at a time" process. (See Exhibit MDV-5 August 30, 2002 letter from Denise Berger of AT&T to Jim Schenk of BellSouth)

[7] Such conditions include a high concentration of customers, facilities are "on network" using CLEC owned fiber, and spare DLC equipment is in place and effectively represents a sunk cost to AT&T.

[8] See Exhibit MDV-6, which attaches BellSouth's UNE-P to UNE-L Bulk Migration CLEC Information Package.

Q. WHAT SPECIFIC CONCERNS DID AT&T HAVE WITH BELLSOUTH'S BULK PROCESS OFFERING?

A. The process had numerous flaws that made it at least as inefficient and expensive as the old process, if not more so. Among other things, (1) the process did not allow for after-business-hours hot cuts, (2) did not provide any assurances that all end users' lines or services would in fact be provisioned at the same time or even on the same day, (3) failed to guarantee any number of total lines that BellSouth would provision in a single day, and (4) lacked a process for timely restoration of customer service in the event of a problem. Moreover, there were no cost-savings from the process.

Q. IS THIS THE SAME PROCESS THAT BELLSOUTH PRESENTED AT THE FLORIDA COMMISSION WORKSHOP ON OCTOBER 28, 2003?

A. Yes, it appears to be exactly the same. And, as I discuss below in my testimony, and contrary to BellSouth's assertions at the workshop, this process does not meet the requirements set forth by the FCC for batch hot cuts.

Q. PLEASE DESCRIBE YOUR SECOND REQUEST OF BELLSOUTH TO IMPLEMENT A BULK PROCESS.

A. In August 2002, AT&T requested, on a business-to-business basis, that BellSouth adopt a new process to address the insufficiency in the individual loop hot cut process. AT&T requested that the process include among other things:

- The ability to convert between 100 – 250 lines within a single Local Serving Office (LSO) in a single batch;
- That BellSouth complete its conversion readiness, including dial-tone/Automatic Number Identification ("ANI") testing, loop qualification testing and pre-wiring, in advance of the conversion;
- That BellSouth commit to immediate service restoration if a service outage occurred during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process; and

- Substantially reduced prices for hot cuts.

Q. WHAT WAS BELLSOUTH'S RESPONSE TO THIS REQUEST?

A. BellSouth refused to commit to any volume of lines that could be included in a batch. BellSouth responded that AT&T's request was technically feasible except "the quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual lines per customer." It also indicated it would charge AT&T $134.32 per working telephone number, *in addition* to regular ordering and provisioning charges, as well as other unspecified overtime charges for technicians and service representatives.[9] In other words, the costs for the requested process were much higher and completely unpredictable. AT&T, of course, was unable to accept such a cost prohibitive proposal since the purpose of the request was to move customers' analog loops from UNE-P to AT&T facilities when it was economic to do so.

Q. IF BELLSOUTH WERE TO IMPLEMENT NOW THE PROCESS AT&T REQUESTED, WOULD SUCH IMPLEMENTATION SATISFY THE FCC'S DIRECTION TO APPROVE AND IMPLEMENT A BATCH HOT CUT PROCESS?

A. No. AT&T requested this bulk hot cut process for use in limited circumstances and for relatively small volumes of customer lines. That process would not be adequate for the increased number of loop migrations that would be necessary in a world in which unbundled local switching is not available to CLECs. The FCC has directed state commissions "to approve and implement . . . a seamless, low-cost process for transferring large volumes of mass-market customers . . .." TRO ¶ 423. The process that AT&T proposed to BellSouth on a business-to-business basis would not comply with the FCC's directive.

[9] See Exhibit MDV-7 for June 9, 2003 letter from Denise Berger of AT&T to Phillip Cook of BellSouth.

III. THE FCC'S DIRECTION TO ESTABLISH A BATCH HOT-CUT PROCESS: WHAT ARE THE CHALLENGES?

Q. WHAT DEFICIENCIES DID THE FCC FIND WITH THE CURRENT HOT CUT PROCESS?

A. The FCC made numerous findings regarding the inadequacy of the ILECs' current hot cut process. These findings confirm the concerns AT&T has raised about hot cuts in the past and demonstrate why AT&T moved away from provisioning mass market customers' analog loops using hot cuts to provide service to its customers.

First, the FCC recognized that deficiencies in the hot cut process are seen and felt by the CLECs' customers. It found that the problems and delays associated with hot cuts "prevent[ ] the competitive LEC from providing service in a way that mass market customers have come to expect." TRO ¶ 466. This is a substantial problem because "competition is meant to benefit consumers, and not create obstacles for them." *Id.* ¶ 467.

Second, the FCC recognized that CLECs are likely to lose customers as a result of these deficiencies. "Service disruptions also will influence customer perceptions of competitive LECs' ability to provide quality service, and thus affect competitive LECs' ability to attract customers." *Id.* ¶ 466. Specifically, the FCC found that the "record shows that customers experiencing service disruptions generally blame their provider, even if the problem is caused by the incumbent." *Id.* ¶ 467 (citations omitted).

Third, the FCC recognized that many of the deficiencies with provisioning analog loops using hot cuts are inherent in the process. The FCC concluded, based on the evidence presented, that "hot cut capacity is limited by several factors, such as the labor intensiveness of the process, including substantial incumbent LEC and competitive resources devoted to coordination of the process, the need for highly trained workers to perform the hot cuts, and

the practical limitations on how many hot cuts the incumbent LECs can perform without interference or disruption." *Id.* ¶ 465 (citations omitted).

Fourth, the FCC focused specifically on the unavoidable limitations on the volume of hot cuts the ILECs could perform. The FCC found that CLECs were impaired because hot cuts could not be performed in the volumes that would occur in the mass market: "[h]aving reviewed the record evidence, we find that it is unlikely that incumbent LECs will be able to provision hot cuts in sufficient volumes absent unbundled local circuit switching in all markets." *Id.* ¶ 468. The FCC specifically rejected ILEC arguments that the FCC's prior findings in section 271 proceedings regarding hot cuts demonstrated lack of operational impairment. The FCC correctly found that the number of hot cuts in the current market environment "is not comparable to the number that incumbent LECs would need to perform if unbundled switching were not available for all customer locations served with voice-grade loops." *Id.* ¶ 469 (citations omitted). Thus, the issue here is that there is "an *inherent limitation* in the number of manual cut overs that can be performed, which poses a barrier to entry that is likely to make entry into a market uneconomic." *Id.* (emphasis added) (citations omitted).

Finally, the FCC concluded that ILEC *promises* regarding their ability to perform any requested volume of hot cuts cannot be relied upon to demonstrate adequate performance. Specifically, the FCC found that "incumbent LECs' promises of future hot cut performance [are] insufficient to support a Commission finding that the hot cut process does not impair" CLECs. *Id.* at n. 1437.

In sum, the FCC found "ample testimony in the record" on CLECs' operational and economic difficulties with hot cuts. *Id.* ¶ 466. It recognized that "hot cuts frequently lead to

provisioning delays and service outages and are often priced at rates that prohibit facilities-based competition for the mass market." *Id.* ¶ 465.

Q. PLEASE SUMMARIZE THE FCC'S ANALYSIS OF THE CONCERNS WITH HOT CUTS.

A. Consistent with AT&T's own experience, the FCC drew the following conclusions with regard to the operational deficiencies involved in the hot cut process, especially as they would apply in a market in which competitors do not have access to UNE-P:

- Hot cuts are labor intensive
- Hot cuts require the expenditure of substantial ILEC and CLEC resources
- There is a practical limitation on how many manual hot cuts an ILEC can perform
- Hot cuts often result in provisioning delays
- Hot cuts can cause significant service outages
- Poor hot cut performance causes customer dissatisfaction with individual competitors and the competitive process in general
- Hot cuts generally impose prohibitively high costs on competitors, both internal and external
- ILEC claims that current hot cut performance can be readily expanded to a "UNE-L only" environment cannot be accepted without proof of performance.

Based in part on these conclusions relating to hot cuts, the FCC made a "national finding that competitive carriers providing service to mass market customers are impaired without unbundled access to local circuit switching." *Id.* ¶ 422. In attempting to set out a plan to help mitigate the inherent deficiencies with the ILECs' current hot cut processes, the FCC asked state commissions to "approve and implement a batch cut migration process – a *seamless, low-cost process for transferring large volumes of mass market customers . . . .*" *Id.* ¶¶ 422-423. (emphasis added). This batch cut process must "render the hot cut process more efficient and reduce per-line hot cut costs." *Id.* ¶ 460. It must also "address the costs and timeliness of the hot cut process." *Id.* ¶ 488.

Q. WHAT DOES THE FCC MEAN BY "BATCH CUT PROCESS"?

A. The FCC defined a batch cut process as a seamless, low-cost process for transferring large volumes of mass market customers. *Id.* ¶ 487. The FCC found that "the hot cut process could be improved if cut-overs were done on a bulk basis, such that the timing and volume of the cut over is better managed," and the non-recurring costs reduced. *Id.* ¶ 474 (citations omitted). Indeed, the FCC found that "such improvements are likely to be *essential* to overcome the operational impairment that competitors face in serving mass market customers. *Without such improvement*, the record shows that *carriers are likely to be unable to economically serve a market characterized by low margins*." *Id.* (emphasis added).

Q. DID THE FCC FIND CURRENT ILEC PROCESSES FOR CONVERTING CUSTOMERS IN BULK TO BE SUFFICIENT?

A. No. The FCC found that:

> Project managed cut-overs involve the conversion of a number of lines at one time, pursuant to provisioning requirements and intervals negotiated by the incumbent and the competitive LEC. We find that these approaches are not sufficiently developed or widespread enough to adequately address the impairment created by the loop cut over process. The evidence in the record demonstrates that the carriers that have used project-managed cut overs have used them only for business customers, and only after acquiring the customer through a means that offered the use of incumbent LEC loops and switches in combination.

Id. ¶ 474 (citations omitted). The FCC also noted that "the record evidence indicates that incumbent LECs are not well-equipped to handle hot cut volumes even with the existence of a procedure to manage bulk migrations on a project-managed basis." *Id.* ¶ 487 at n. 1516.

Q. WHAT DIRECTION DID THE FCC PROVIDE TO STATE COMMISSIONS REGARDING BATCH CUT PROCESSES?

A. The FCC found that a "seamless, low-cost batch cut process for moving mass market customers from one carrier to another is necessary, ***at a minimum***, for carriers to compete effectively in the mass market." *Id.* ¶ 487. The FCC's Order directs state commissions to approve, within nine months of the effective date of the Order, a batch hot cut migration process to be implemented by the incumbent LECs that will address the costs and timelines of the hot cut process.[10] *Id.* ¶ 488. More specifically, it requires state commissions to do the following:

- Adopt a batch cutover "increment" for migrating customers served by unbundled loops combined with unbundled local circuit switching to unbundled stand-alone loops. In other words, states should decide the appropriate volume of loops that should be included in the "batch."
- In conjunction with incumbent LECs and competitive LECs, approve specific processes to be employed when performing a batch cut. The FCC "expect[s] these processes to result in efficiencies associated with performing tasks once for multiple lines that would otherwise have been performed on a line-by-line basis."
- Determine whether the ILEC is capable of migrating batch cutovers in a timely manner.
- Adopt TELRIC rates for the batch cut process. These rates should reflect the efficiencies associated with batch migration of loops to a competitive LEC's switch, either through a reduced per-line rate or through volume discounts.

TRO ¶ 489.

[10] A state commission may decline to institute a batch cut process, provided that it instead issues *detailed* findings regarding the volume of UNE-L migrations that could be expected if competitive LECs were no longer entitled to unbundled local circuit switching, that the incumbent can be expected to meet that demand in a timely and efficient manner using the existing hot cut process, and that the non-recurring costs associated with the hot cut process are not an entry barrier. *Id.* ¶ 490. Failure to develop a process, however, does not relieve the state commission of its obligation to analyze whether requesting carriers are impaired without access to unbundled switching.

Q. DOES BELLSOUTH CURRENTLY HAVE A BATCH HOT CUT PROCESS THAT MEETS THESE REQUIREMENTS?

A. No. As discussed above, BellSouth's bulk process is a bulk ordering process, not a process for provisioning analog loops via hot cuts in batches. Moreover, it is not seamless, it is not low cost, and it is not capable of handling large volumes of mass market customers. Thus, BellSouth does not have a process that meets a single one of the FCC's requirements.

First, the FCC said that the "states should decide the appropriate volume of loops that should be included in the 'batch'." TRO ¶ 489. As previously discussed, BellSouth has quantified how many lines a CLEC can order in bulk, but it has not identified the quantity that will be *provisioned* together. Thus, BellSouth has provided no information regarding the size of any batch, how many (if any) simultaneous batches it could provision, or how frequently it would be able to schedule such batches, either in individual offices or in groups of offices at the same time or over any stated period.

Second, the FCC said that, "[i]n conjunction with incumbent LECs and competitive LECs, [states must] approve specific processes to be employed when performing a batch cut." TRO ¶ 489. As I described above, AT&T's attempts to work with BellSouth, both through the Change Control Process and through business-to-business channels, on an effective bulk process have not yielded a satisfactory process.

Third, states must "determine whether the ILEC is capable of migrating batch cutovers in a timely manner." *Id.* BellSouth's target intervals, as described below and stated in its UNE-P to UNE-L Bulk Migration information package, are far from timely.[11]

# of End-user Telephone Numbers	Minimum Number of Days from submission of project notification to due date of requests
Up to 99	24 business days

[11] See Exhibit MDV-6, page 10.

100-200	27 business days
201+	Negotiated

Fourth, states must "adopt TELRIC rates for the batch cut activities they approve." TRO at ¶ 489. As shown above, BellSouth's rates for its bulk ordering process are very high – indeed, they are the same as for individual cuts, indicating that BellSouth does not believe that it will realize any economic efficiencies through its proposed batch process. And certainly, the ***additional*** $134.32 plus overtime BellSouth proposed to AT&T was not based on TELRIC.

Q. HAS AT&T NEGOTIATED WITH VERIZON FOR A BATCH HOT CUT PROCESS IN FLORIDA?

A. No. AT&T has negotiated with Verizon (and participated in regulatory proceedings) in New York for a bulk hot cut process.

Q. IS VERIZON OFFERING A BATCH HOT CUT PROCESS IN FLORIDA?

A. On October 28, 2003, a Verizon representative made a presentation at an informal hot cut workshop offered by the Florida Commission.[12] This presentation included four slides (pages 14-17) regarding TRO issues and Verizon's batch hot cut process. It is unclear whether this process is offered for use today, or whether Verizon will propose this process to this Commission for approval.

Q. DOES THE PROCESS OUTLINED IN VERIZON'S PRESENTATION MEET THE REQUIREMENTS OF THE TRO?

A. No. Although Verizon's presentation provided few details, its batch hot cut process is clearly inadequate. As further information regarding Verizon's batch hot cut process is

[12] See Exhibit MDV-8 for excerpts from Verizon's October 28, 2003 presentation.

made available through this proceeding. AT&T will supplement these comments in its rebuttal testimony.

Q. PLEASE DESCRIBE THE DEFICIENCIES IN VERIZON'S BATCH HOT CUT PROCESS, BASED ON YOUR REVIEW OF ITS PRESENTATION FROM THE FLORIDA BATCH HOT CUT WORKSHOP.

A. First, the FCC said that the "states should decide the appropriate volume of loops that should be included in the 'batch'." TRO ¶ 489. Verizon did not address batch volumes, but did briefly address scalability on slide 15 of its presentation. It appears that Verizon believes that current UNE-P and UNE-L activities should be used to estimate volumes, but it does not address the impact of win-backs by Verizon or other central office activities on the workload of Verizon personnel. Nor does it address the impact of IDLC, line-splitting, CLEC-to-CLEC migrations, collocation issues, and central office space issues, such as how long it takes to provision a hot cut and how many Verizon personnel can work simultaneously at a frame. Without addressing these issues, Verizon cannot demonstrate to this Commission that it is capable of handling overall mass market volumes, including the appropriate size of an individual batch.

Second, the FCC said that, "in conjunction with incumbent LECs and competitive LECs, [states must] approve specific processes to be employed when performing a batch cut." *Id.* ¶ 489. As I described above, AT&T has not yet attempted to work with Verizon on a bulk or batch process in Florida. However, AT&T has not been able to reach agreement with Verizon in New York on an acceptable bulk hot cut process, and is currently participating in a proceeding at the New York Commission on this issue.[13]

[13] Case 02-C-1425 –Proceeding on Motion of the Commission to Examine the Process, and Related Costs of Performing Loop Migrations on a More Streamlined (e.g. Bulk) Basis

Third, states must "determine whether the ILEC is capable of migrating batch cutovers in a timely manner." *Id.* Verizon's presentation (page 17) indicates that after the CLEC sends an LSR signifying a batch hot cut, Verizon gives "a future due date" to the order, and that "batch hot cut orders are accumulated on a CO-by-CO basis." Thus it appears that the end-users wishing to migrate to a CLEC are placed in limbo until Verizon creates a batch. This is hardly timely when compared to the migration intervals for UNE-P customers or long distance PIC changes.

Fourth, states must "adopt TELRIC rates for the batch cut activities they approve." Verizon's presentation (page 14) indicated that there were "economic issues," but did not propose rates for its process. Further, Verizon appears to accept that the TRO requires "keeping costs down." Verizon does not, however, address the TRO requirement that the batch process be "low cost." *Id.* ¶ 487. Nor does it provide any information that this Commission requires to "address the costs and timeliness of the hot cut process." *Id.* ¶ 488.

Q. DO YOU BELIEVE THAT A BATCH PROCESS HAS REASONABLE PROSPECTS FOR ALLEVIATING THE OPERATIONAL AND ECONOMIC PROBLEMS THE FCC FOUND IN THE INDIVIDUAL HOT CUT PROCESS?

A. No. While AT&T has sought the implementation of bulk hot cut processes to improve the existing manual process, the improvements that AT&T sought were intended to augment *existing* manual provisioning processes. Project-managed, after hours, bulk transfers of customers on a central office and CLEC specific basis could improve the quality and efficiency of the hot cut process, and allow AT&T and other CLECs to make use of their facilities in the limited cases where such migrations are otherwise feasible. It was never contemplated that such a process, if implemented, would be adequate to support the migration volumes of customer's analog loops sufficient to serve the entire mass market.

However, BellSouth's proposed bulk ordering process, as well as AT&T's proposed hot cut process, are almost entirely manual by design. Indeed, although the process is called "batch" or "bulk", each physical loop cutover is done individually, just as they are for "individual" hot cuts. Even the best manual processes that could be operationalized today, including any batch migration process, cannot sustain competitively unconstrained migrations of hundreds of thousands of mass market customers among all carriers.

Q. WILL THE IMPLEMENTATION OF A BATCH HOT CUT PROCESS ELIMINATE ECONOMIC IMPAIRMENT?

A. No. First, any efficiency gains realized from a manual batch hot cut process likely will be too small to result in substantial reduction of the overall costs required to extend mass market analog loops to CLEC switches. Critically, a batch provisioning process does not relieve any of the economic impairment that results from the collocation, digitization, concentration and backhaul costs that a CLEC must incur to connect the ILEC loop to its switch. *See* Direct Testimony of AT&T Witness Steven E. Turner.

Q. WHAT OPERATIONAL CONSTRAINTS ON COMPETITION SHOULD THIS COMMISSION REVIEW?

A. First, this Commission should review the capacity constraints of any proposed batch cut process. Capacity limitations are imposed by the physical structure of the network and the manual nature of the process. Second, the Commission should conduct a review to ensure that all types of service configurations are accommodated in any proposed batch provisioning process. For example, current batch provisioning processes do not address the following significant market components: customers served by Integrated Digital Loop Carrier ("IDLC") loops, customers in a line splitting arrangement, and customers migrating

between CLECs. Unless these service configurations are included, CLECs have no choice but to use the current inadequate individual hot cut process for these tens of thousands of customers, and leave them out of the "improved" process that the FCC requires. Third, this Commission should review BellSouth policies that impede CLECs from obtaining unbundled local switching from third parties. Fourth, migrating all mass market customers served by CLECs to UNE-L is likely to create new operational constraints. For example, new traffic patterns from the ILEC's switch-to-switch network to the ILEC's tandem network may increase the blocking of interconnection trunks behind the ILEC's tandem switches and create congestion in the ILEC's tandem switches. In developing a new batch hot cut process, this Commission must investigate and understand those concerns to assure that customers served by CLECs receive quality service.

A. Any Batch Process Must Address Capacity Constraints

Q. WHY IS THE CAPACITY OF THE ILEC'S HOT CUT PROCESS IMPORTANT TO THIS PROCEEDING?

A. An ILEC's ability to provision mass market customers' analog loops easily and quickly between carriers at the volume or "scale" required for competition in the mass market is central to the issue of operational impairment. Clearly, if an ILEC's hot cut process creates a bottleneck or otherwise constrains the number of analog loops that can be provisioned, CLECs are operationally impaired in serving mass market customers. There is no question that current hot cut processes are predominantly manual. As such, they impose limits on the number of customer's analog loops that can be provisioned in any given day and the number of customers a CLEC can actually migrate to its services.

This manual process stands in glaring contrast to an ILEC's ability to transfer new mass market long distance customers to its services at very low cost, in very high volumes, and in a short period of time using the highly automated PIC change process that the industry has developed over the past 20 years. There are no practical limits on an ILEC's ability to provision new long distance customers through the time-tested electronic PIC migration process. If an ILEC cannot develop a hot cut process that meets the needs of the competitive mass market for local services commensurate with the scale achieved in the long distance market, then CLECs are operationally impaired, as they are relegated to manual processes which limit their ability to acquire local customers, while the ILEC enjoys virtually unconstrained ability to provision both its local and long distance service electronically.

The TRO recognizes that, in making operational and impairment decisions, state commissions must look to all factors affecting likely revenues and costs. *See* TRO at n. 1497. ILECs will have limited costs and complete lack of operational constraints when it utilizes the PIC process for acquiring long distance customers for its bundled local and long distance service offering. That same kind of efficient, seamless, high-volume, low cost process for CLECs attempting to acquire local customers for the CLEC's bundled local and long distance service offering is necessary to ensure a level competitive playing field. If local competition for mass market customers is to be maintained and encouraged, the process for switching local carriers must be as seamless and unobtrusive to the end-user as the PIC change process.

Q. DID THE FCC ADDRESS THIS CAPACITY ISSUE?

A. Yes. The FCC's Triennial Review Order expressed a number of significant concerns regarding the capacity limitations of the hot cut process. First, the FCC found that hot cut

capacity "is limited by several factors, such as the labor intensiveness of the process, including substantial incumbent LEC and competitive resources devoted to coordination of the process . . . and the ***practical limitations on how many hot cuts the incumbent LECs can perform without interference or disruption***." *Id.* ¶ 465 (emphasis added) (citations omitted). Second, the FCC stated that "[i]n deciding whether competitors are impaired by incumbent LEC provisioning processes, we must necessarily make a predictive judgment concerning this systemic capability to handle anticipated future hot cut volumes, which (absent access to unbundled local circuit switching) would be greater than volumes that have been experienced in the past . . . . Having reviewed the record evidence, ***we find that it is unlikely that incumbent LECs will be able to provision hot cuts in sufficient volumes absent unbundled local circuit switching in all markets***." ¶ 468 (emphasis added). Third, the FCC found that "the issue is not how well the process works currently with limited hot cut volumes, rather the issue identified by the record is ***an inherent limitation in the number of manual cut overs that can be performed***, which poses a barrier to entry that is likely to make entry into a market uneconomic." *Id.* ¶ 469 (emphasis added) (citations omitted).

Q. DOES BELLSOUTH'S CURRENT HOT CUT PROCESS HAVE SUFFICIENT CAPACITY TO SUPPORT MASS MARKET VOLUMES?

A. No. While BellSouth has produced no explicit information demonstrating its capacity to perform hot cuts, stating only that they are "scalable depending on volumes" (*See* BellSouth's response to AT&T Interrogatory No. 8, attached as Exhibit MDV-9), other information provided by BellSouth can be used to draw a reasonable conclusion on this issue. First, this information indicates, as I would expect, that there is a physical limit to the number of hot cuts that can be performed per technician per day. For example, in its state 271

proceedings and the FCC Triennial Review proceedings. BellSouth provided a pictorial depiction of the central office activities required to implement a hot cut including, pre- and post-cut testing, wiring, coordination, and cut-over of the circuit (*see* Exhibit MDV-10). This straight-forward example uses a single sided distribution frame, with the work at a floor level. Much more complex frame configurations are more likely to be encountered, including configurations involving intermediate as well as main distribution frames, frames located on different floors, frames with more tiers, frames that require multiple cross connections, as well as differing technologies such as solder, punch down, and /or wire wrap terminals.

As is clear from BellSouth's own representation, the hot cut process involves numerous steps, is highly manual and takes place in an environment that lends itself to (1) disconnecting the wrong loop, (2) cross connecting the loop to the wrong CFA, (3) inadvertently breaking cross-connection wires on the frame for end-users not involved in the hot cut while running in the new or disconnecting the old jumper pairs, and (4) making poor connections on the terminal block. All these errors will lead to a customer service outage which can be lengthy should the problem go undetected by the person who made the error.

Further, BellSouth's response to AT&T Interrogatory No. 11 attached as Exhibit MDV-11, indicates that it takes central office personnel working directly on the central office frame(s) between 30 to 50 minutes for the initial loop on an order to be cut over and from 21 to 25 minutes for each additional loop. That equates to a maximum of 14 line conversions per shift for a technician working seven hours at an average of 30 minutes per loop conversion. This prediction is consistent with Bell South's response to AT&T Interrogatory No. 44, attached as Exhibit MDV-12, an analysis it conducted for an FCC Ex Parte, in which

it was assuming that in 2 to 3 shifts of technicians working per day, each technician would complete 12 to 13 conversions per shift.

Moreover, there is a limit to how many technicians can work simultaneously at a distribution frame. Again, BellSouth's own data amply demonstrate this point. For example, central office "HLWDFLWH" had 14,506 lines and BellSouth estimated that it would take 6.98 months to convert the lines in that one central office.[14] BellSouth further stated in its response to Interrogatory 44 that in making this estimate, it assumed (because this was a large office) 6 frame technicians dedicated to this task during the day and 12 at night, for an average of 9. It also stated that it assumed each technician would conduct approximately 11.5 cuts per day for approximately 104 conversions per day. Therefore, even in this "large office" with well over 100,000 lines, BellSouth would only convert 104 lines per day, even with working two shifts of up to twelve technicians.[15] Maximum migrations of volumes such as these, which comprise a tiny fraction of the available customers, are a completely inadequate number to support meaningful UNE-based competition.

Finally, it is important to keep in mind that the BellSouth personnel responsible for the hot cut frame work are not dedicated exclusively to this task. Consideration must be made of the personnel and space availability requirements for *other simultaneous* central office activities such as new service installations for both BellSouth and CLECs, migrations back to BellSouth, troubleshooting and repairing frame related troubles on existing lines. For example, when BellSouth technicians install new wires on the Main Distribution Frame

[14] See Exhibit MDV-13 for excerpts from December 24, 2002 Ex Parte of BellSouth filed in FCC WC Docket 01-338.

[15] The largest number of loop conversions conducted to date in this central office was 69 on May 23, 2001. Indeed, in a review of the daily hot cuts over a three-year period for all BellSouth's Florida central offices (28,725 instances) revealed only 106 instances of more than 50 cuts per day. See BellSouth response to AT&T Interrogatory 4.

"MDF" for an existing customer migration, the technicians will also have to perform a separate job (or jobs) to disconnect and remove (or "mine") the existing wires from the MDF.

Q. WHAT CAPACITY TO MANUALLY PROVISION LOOPS FOR THE MASS MARKET SHOULD BE REQUIRED?

A. The appropriate model for an analysis of required capacity is the activity in the long distance market, which is actively competitive, and therefore representative of the level of competition sought by regulators and the CLEC industry. There, the average "churn rate" – the percentage of all customers making a carrier change – is approximately 25% of all lines in a year.[16] In BellSouth Florida territory, that level of churn would mean if customers were moved from one carrier to another using UNE-loops exclusively, the churn would be approximately 123,958 lines per month. (Based on BellSouth's September MSS Customer Trouble Report Rate report that states it has approximately 5,950,000 POTS lines in service in Florida (retail POTS, resale, UNE-P, and analog UNE-L). This equates to 5,635 hot cuts per business day. In such a market, BellSouth would have to perform more hot cuts in a day--every business day--than it currently performs in up to a three-month period of time.

The ***minimum*** standard against which BellSouth's capacity should be assessed is the amount of hot cuts BellSouth would need to perform in a market in which competition currently relies on both UNE-P availability and UNE-L availability but, if unbundled local switching is not available, would rely on only UNE-L availability. In other words, the Commission should compare loop volumes to UNE-P volumes to see if BellSouth is indeed capable of performing the former type of customer transfer at the same level as the latter.

[16]From the Yankee Group's 2003 TAF (Technologically Advanced Family) survey- a national household survey mailed to several thousand US households during the second quarter of the year. The study sample is selected from a Consumer Mail Panel of 600,000 representative households, which is updated annually.

Elimination of UNE-P should never be allowed to materially restrict competitive choices that consumers have today. According to BellSouth's response to AT&T interrogatory 32 (See Exhibit MDV-1), it has issued an average of 28,959 service orders per month to migrate customers to UNE-P in Florida during a recent 14-month period.[17] During that same period, BellSouth issued an average of 207 migrations to UNE-L orders per month. (See Exhibit MDV-2). Thus, BellSouth has processed on average ***140 times more*** UNE-P migration orders each month than it has UNE-L migration orders.[18] In short, converting from using UNE-L for specialty market situations into UNE-L for the mass market requires scaling by a factor of 140 to 1.[19]

Q ARE THERE OTHER PHYSICAL STRUCTURE ISSUES THAT LIMIT THE CAPACITY OF BELLSOUTH'S HOT CUT PROCESS IN FLORIDA?

A. Yes. The rate at which BellSouth can conduct hot cuts is also adversely affected by the extra dispatches of technicians required by: (1) unmanned central offices, and (2) hot cuts involving IDLC loops, which will require a field dispatch.[20] For example, 23% of

[17] While the number of orders issued is not equal to number of orders completed, it is a reasonable surrogate for purpose of this analysis. If BellSouth responds to pending AT&T discovery requests, these numbers can be refined in future testimony.

[18] These numbers do not include migrations back to the ILEC, which also require provisioning work. In assessing BellSouth's capacity to do the work required, those volumes must be added. Indeed, these numbers may be significant. For example, while this data indicates that BellSouth completed approximately 27,000 UNE-P migration orders, data from the July and August 2003 MSS Customer Trouble Report Rate reports indicates that there was only a net increase of 8000 UNE-P lines in August from July. If BellSouth responds to pending AT&T discovery requests, these numbers can be refined in future testimony.

[19] Both these models are conservative in that they do not include the additional work that would be created if any markets are found not be to impaired and thus the embedded base of UNE-P must be migrated.

[20] Field dispatches are not required in these two scenarios when migrating a customer to UNE-P.

BellSouth's overall central offices are unmanned, with over 15,000 UNE-P lines provided to customers served from those unmanned locations. (*See* BellSouth response to AT&T Interrogatory No. 1 attached as Exhibit MDV-14).

Further, 31.8% of BellSouth's lines in Florida are served using Integrated Digital Loop Carrier ("IDLC").[21] As described below, loops on IDLC do not have an appearance on BellSouth's MDF and thus cannot be transferred (if at all), without additional work. At a minimum, a technician would have to be dispatched to transition the service to Universal Digital Loop Carrier ("UDLC") or copper facilities, if they are available.[22] As described earlier in my testimony, only 2% of UNE-P orders required field dispatch. However, approximately 31.3% of the hot cuts require field dispatch as they are on IDLC (See BellSouth response to AT&T's Request for Production of Documents ("POD") No. 14 attached as Exhibit DMV-16). Based on these two available IDLC percentages of 31%, BellSouth would have to dispatch technicians over 200,000 times just to convert the existing embedded base of UNE-P.[23] Dispatches such as these add complexity to the cut and could well lengthen the cut interval.

BellSouth recognizes these issues. In its response to AT&T's POD 14 (See Exhibit MDV-16), BellSouth stated "[a]dditional time to provide loops where existing service is provided over IDLC is necessary due to the fact that the process for handling a hot cut

[21] See Exhibit MDV-15-May 5, 2003 letter from Laurel MacKenzie of BellSouth to Denise Berger of AT&T.

[22] *Id.*

[23] According to BellSouth's September 2003 MSS Customer Trouble Report Rate report, BellSouth had 675,729 UNE-P lines in service. 31 per cent of 675,729 is 209,475.

conversion is *significantly different* than with non-IDLC." Certainly the travel time and extra personnel required add to the cost and reduce the efficiency of the overall process. None of these problems affect customers served by UNE-P.

Q. DOES BELLSOUTH HAVE THE SPARE COPPER LOOP FACILITIES OR UDLC SYSTEMS TO MOVE THIS QUANTITY OF LINES OFF OF IDLC SYSTEMS?

A. BellSouth's data, provided in its response to AT&T Interrogatory No. 23 (attached as Exhibit MDV-17), indicated that of the total of 2,301,238 loops on IDLC in Florida, 1,901,063, or 82% have existing parallel copper or UDLC facilities available for hot cut conversions. Accordingly, for 18% of the market, spare copper facilities are not available.

Q. ARE THERE CENTRAL OFFICES THAT HAVE LESS SPARE CAPACITY AVAILABLE?

A. Absolutely. For example, of the 195 central offices listed in BellSouth's response to AT&T's Interrogatory 23, 69 (42%) of the central offices had between 10,000 to 116,000 IDLC lines per office (with the remainder having less than 10,000). Of these 69 larger offices, 34 have less than half of the spare copper or UDLC facilities sufficient to replace IDLC loops currently serving customers.

Q. CAN YOU GIVE SOME SPECIFIC EXAMPLES OF THIS PROBLEM?

A. Yes. In the chart below are ten examples of central offices where, of all the lines on IDLC, only one quarter to one half of those lines on IDLC have spare capacity facilities available for hot cut conversions.

CLLI Code	Address	IDLC Loops	Total Spares	%
bcrtflsa	Boca Raton	37,159	8973	24.15
pnscflfp	Pensacola	29,080	14,760	50.76
ftldflwn	Ft. Lauderdale	32,415	8,728	26.93%

hlwdflpe	Hollywood	116,900	26,165	22.38%
jcvlflwc	Jacksonville.	21,332	9,122	42.78%
mlbrflma	Melbourne	58,383	19,045	32.62%
orldflph	Orlando	74,315	19,315	25.99%
strlflma	Stuart	31,852	15,917	49.97%
wpbhflga	Palm Beach Gardens	44,186	19,155	43.35%
wwspflsh	Spring Hill	25,845	3,287	12.72%

Q. DOES BELLSOUTH HAVE AN OBLIGATION TO PROVIDE AN UNBUNDLED LOOP WHEN AT&T REQUESTS A LOOP SERVICED BY AN IDLC SYSTEM?

A. Yes. First, BellSouth has an obligation as described in the Florida AT&T/BellSouth Interconnection Agreement to unbundle IDLC delivered loops, using one of several alternative methods, where available. (See Attachment 2, Section 3.11 of the Interconnection Agreement). Further, the TRO requires BellSouth to develop an alternative that permits the customer's choice to be effectuated. TRO ¶ 297 (citations omitted).

Q. IN LIGHT OF BELLSOUTH'S OBLIGATIONS, DOES AT&T HAVE CONCERNS REGARDING ITS ABILITY TO OBTAIN UNBUNDLED LOOPS FROM BELLSOUTH?

A. Yes. If switching is eliminated as a UNE, the demand for unbundled loops may well be unlike anything BellSouth has experienced to date, and the CLECs have no assurance that BellSouth will not experience capacity issues due to IDLC loops, especially in those central offices with high percentages of IDLC loops. AT&T is concerned that because of this prevalence of ILDC lines in many of BellSouth's central offices, CLECs may find themselves having to caveat all of their service offer marketing materials with language such as, "if available in your area." CLECs will also have to overcome negative word of mouth publicity because of their inability, through no fault of their own, to provide service to a customer.

Q. ARE THERE OTHER CONSTRAINTS ON THE CAPACITY TO PERFORM HOT CUTS CAUSED BY THE MANUAL NATURE OF THIS PROCESS?

A. Yes. Electronic order flow-through is an important component of capacity, as each instance of manual (human) intervention decreases efficiency and lengthens the provisioning interval. For example, when a service request flows through the ordering OSS without manual intervention, BellSouth is required to return a rejection in one hour or a FOC in 3 hours. However, if it falls out for manual handling, that interval becomes 10 (business) hours, which in most cases means that BellSouth can delay the order for a full day if it does not flow through. (BellSouth provides no performance data on the frequency and duration of fall-out from its provisioning systems) Further, BellSouth's current rate of manual intervention for loop migration orders is significant. The percent of orders migrating service to UNE-L which were manually handled by BellSouth in Florida were significant: June 2003 - 76.1%, July 2003 - 69.7%, and August 2003 - 76.3%. In contrast, the UNE-P migration orders requiring manual handling for June, July and August, 2003 were as follows: 17.4%, 17.1%, and 15.6%. Thus, while the orders migrating service to UNE-L were handled manually on average 74% of the time, orders migrating service to UNE-P were handled manually on average only 17% of the time. (See Exhibits MDV-1 and MDV-2). With three quarters of the UNE-L migration orders requiring manual intervention, it is obvious that productivity will be impacted if the volumes of orders were increased many-fold.

B. <u>Any Batch Process Must Address the Segments of the Market That Pose Special Challenges</u>

Q. WHAT SEGMENTS OF THE MASS MARKET POSE UNIQUE CHALLENGES FOR ANY MANUAL BATCH PROVISIONING PROCESS?

A. Customers served by IDLC loops, customers in a line splitting arrangement, and customers migrating between CLECs pose a problem for the hot cut process. As a technical

matter they pose some process challenges. In addition, BellSouth's and Verizon's policy choices may well exclude them from a batch provisioning process.

1. IDLC

Q. WHY DO CUSTOMERS SERVED BY IDLC LOOPS POSE SPECIAL CHALLENGES FOR A BATCH PROVISIONING PROCESS?

A. The architecture of the loop/switch combination on IDLC loops is substantially different from other mass market loop architectures. Instead of aggregating copper loops in cables and carrying them all the way to the MDF at the central office, the ILEC brings the loop first to IDLC equipment that is housed in a remote terminal in a neighborhood. The IDLC at the remote terminal converts the analog signals coming from the customer's telephone service to digital signals and multiplexes all the digital signals for all of the customers served by the IDLC onto a digital carrier system for transmission to the central office. At the central office, the digital loops bypass the MDF altogether and access the switch directly through a digital cross-connection frame. No analog signal or physical reappearance on an MDF is ever re-established to identify an individual subscriber's loop. Therefore, when a customer is served by an IDLC loop, there is no separable wire at the MDF that is associated with his/her individual loop that can be disconnected and reconnected to a CLEC's collocated equipment. Therefore, if a CLEC wishes to use its own switch to serve a customer that is currently on an IDLC system, BellSouth must first physically move the customer's line to a pre-existing copper facility or to a UDLC system. Loops that arrive in the central office on a UDLC system have an appearance on the MDF and therefore can be cross-connected to a CLEC's collocated equipment. As a result, loop migrations involving IDLC involve a field dispatch. RBOCs, such as SBC and Verizon-NY which have performed bulk hot cuts, have limited them to migrations that could be performed solely

within the central office where the bulk cut-over was being conducted. When the ILECs in Florida are ordered to provide batch hot cuts, it is essential that IDLC, a significant portion of the market, not be excluded from the process.[24]

2. Line Splitting

Q. WHY WOULD CUSTOMERS IN A LINE SPLITTING ARRANGEMENT POSE SPECIAL CONCERNS IN ANY INSTANCE WHERE SWITCHING IS ELIMINATED AS A UNE, AS WELL AS IN DEVELOPING A BATCH HOT CUT PROCESS?

A. Line splitting is an arrangement that allows a DLEC (Data Local Exchange Carrier) and a CLEC to provide data and voice service over a single loop. The voice and data carriers may be the same or two different carriers. Line Splitting consists of:

(i) a UNE loop, a UNE switch port, and cross connections at a BellSouth central office,

(ii) a BellSouth owned or D/CLEC owned splitter, and

(iii) a D/CLEC owned DSLAM.

With line splitting, the voice service typically uses BellSouth facilities purchased by the CLEC as an unbundled loop and port. Since this service configuration uses both the ILEC loop and the ILEC voice switching, it is referred to here as "UNE-P based" line splitting. Exhibit MDV-18 depicts BellSouth line splitting arrangements with a D/CLEC providing the splitter, and with BellSouth providing the splitter. In both cases, the voice output of the splitter appears on the BellSouth MDF and is cross-connected to the BellSouth switch port. While there is no technical reason that the output of the BellSouth splitter could not be hot cut to the voice CLEC directly from the MDF, as a matter of policy, BellSouth refuses to do it. Moreover, BellSouth does not include line split lines in its current bulk hot cut process.

[24] As stated earlier in my testimony, BellSouth serves 31.8 percent of its customers using IDLC technology in Florida.

Q. HOW WOULD A CLEC PROVIDE DSL SERVICE TO ITS CUSTOMERS IF UNE-P, AND THUS UNE-P BASED LINE SPLITTING, WERE NO LONGER AVAILABLE?

A. In order to be able to provide voice and data services over a single loop, as is available via UNE-P based line splitting today, CLECs instead would have to provide DSL service via a UNE-L based line splitting arrangement, which is sometimes referred to as "loop splitting."

Q. PLEASE DESCRIBE YOUR UNDERSTANDING OF HOW UNE-L BASED LINE SPLITTING WOULD BE IMPLEMENTED IN BELLSOUTH TERRITORY.

A. UNE-L line splitting is the process by which a CLEC and a DLEC may collaborate to provide both voice and DSL service over a single copper loop without the use of ILEC provided switching. The CLEC would use a BellSouth provided loop and a non-BellSouth switch to provide voice service, and either self-provide or partner with a DLEC which would provide the data service using the high frequency portion of the loop and its own data switching network.

The only practical process available in BellSouth territory by which CLECs and DLECs can implement UNE-L line splitting today is through the use of pre-wired (dedicated) cage-to-cage cabling between their respective collocations to enable interconnection of the necessary equipment (splitter, DSLAM, and DLC). [25] A CLEC such as AT&T can only interconnect between its collocation and those of another collocated CLEC if the interconnection agreements between BellSouth and AT&T and BellSouth and the other

[25] CLECs could theoretically install non-dedicated cage-to-cage cabling between their collocations, but this would require a dispatch to each party's collocation cage to implement each new voice/DSL customer's service. The recurring dispatch costs make such an arrangement both operationally and economically infeasible.

CLEC both contain co-carrier cross connect language. See Exhibit MDV-19 for a depiction of a UNE-L Line Splitting arrangement using a single DLEC partner.

Q. WHAT OPERATIONAL CONCERNS ARE ASSOCIATED WITH USING THIS UNE-L LINE SPLITTING OR LOOP SPLITTING ARRANGEMENT COMPARED TO UNE-P LINE SPLITTING?

A. It is far more difficult for a CLEC to offer a DSL/voice bundle under a UNE-L arrangement than under UNE-P. For example, UNE-L line splitting adds operational complexity and risk, costs, and potential customer impact associated with cage-to-cage cross-connects and routing the CLEC's voice path through a DLEC's collocation space.

Q. PLEASE DESCRIBE THE OPERATIONAL COMPLEXITY AND THE ASSOCIATED RISK TO CUSTOMERS IN MORE DETAIL.

A. Assume that a CLEC and a DLEC have partnered to provide voice and DSL service using a UNE-P based serving arrangement (i.e. an ILEC provided loop and ILEC circuit switching) and that the DLEC provides the splitter being used. In this scenario, as with an ordinary hot cut, the customer's loop is delivered to the DLEC's collocation over a cable pair that passes through the BellSouth distribution frame. The cable pair to be used is identified at the BellSouth distribution frame by the Connecting Facility Assignment ("CFA").[26] Once at the DLEC's collocation, the high frequency signal present on the cable pair, (the DSL signal), is separated from the voice signal by the DLEC's splitter and is routed to its DSLAM, and ultimately connected out to its data network. The voice portion of the loop

[26] BellSouth provides CLECs with the circuit facility assignments (that is, cable and pair assignments for the cable between the CLEC's collocation arrangement and BellSouth's equipment such as distributing frames or cross-connect bays). CFAs are assigned to the CLEC at the time the CLEC's collocation arrangement is made available. Each CLEC is required to maintain its own circuit facility assignment records and assign each pair that the CLEC wants BellSouth to use in order to connect BellSouth facilities to the CLEC's facilities.

must be returned from the splitter in the DLEC collocation to the BellSouth frame (and ultimately the BellSouth switch) using a second CFA.

If instead that same CLEC and DLEC were to provide the same voice and DSL service to the same customer using a UNE-L arrangement, dedicated cage-to-cage cabling would be required, as would additional CFA management. In such a case, the customer's loop would still be delivered to the DLEC collocation from the BellSouth distribution frame on a cable pair identified by a CFA. However, the voice portion of the loop however would *not* be returned to BellSouth. Rather, it would be sent to a DLC in the CLEC's collocation area using dedicated cage-to-cage cabling, which would necessitate DLEC-to-CLEC CFAs.

The CLECs' Digital Loop Carrier (DLC) port in its collocation space that is used for voice only UNE-L service could not be used if the customer adds UNE-L based line split DSL, because the DLC port used to provide voice only service is pre-wired to the BellSouth distribution frame using dedicated cabling. Moreover, connections between the DLEC collocation and the CLEC collocation also use dedicated cage-to-cage cabling. The only alternative would be to dispatch a technician to recreate each connection. Thus the number of CFAs and the number of parties managing those CFAs increases when UNE-L line splitting is required. And, as a CLEC desires to have a business arrangement with more than one DLEC the problem becomes even larger. Exhibit MDV-20 illustrates the complexity of loop splitting when a CLEC chooses to have business relationships with multiple data providers.

Q. WHY DOES THE INCREASED NUMBER OF CFAS AND THE INCREASED NUMBER OF PEOPLE MANAGING CFAS CAUSE PROBLEMS?

A. First, maintaining proper CFA inventories has been problematic for the industry in general. Proper management of CFAs is critical to continuity of service for customers. If an incorrect CFA is used by either the ILEC or a CLEC, an end user may lose service or a change in service may be delayed. Accordingly, it is critical that all competitors, ILECs, CLECs, and DLECs maintain accurate CFA inventories and use appropriate CFAs. This becomes especially difficult in a UNE-L line splitting arrangement. The order exchange among the three parties in a UNE-L line splitting scenario must contain the information necessary for each party to determine what it is to provide, where and when. To accomplish this, the voice CLEC and the data DLEC must both send separate LSRs to BellSouth containing the CFA assignments for the BellSouth provided loop and the DLEC provided splitter. In addition, the CLEC and DLEC must select the same dedicated facility CFA between their two cages. Any differences in the CFAs on the two orders to BellSouth will cause them to be rejected and will cause delays. Likewise, if the CLEC and DLEC select different dedicated facilities between their cages, the order cannot be processed.

The greater the number of CFAs, the greater the number of potential breakage points in the service provisioning elements. This creates additional risk to the customer's voice service and greater difficulty in resolving any troubles, because the splitter is located in the DLEC's collocation cage rather than the CLEC's cage or the ILEC's common space. As a result, there must now be three parties involved in troubleshooting problems with a customer's voice service:

(i) the CLEC that owns the DLC and voice switch;

(ii) the DLEC that owns the splitter, through which the voice service passes; and

(iii) the ILEC, which provides the loop over which the voice service runs out to the end user's premises.

Thus, having the DLEC provide the splitter in a UNE-L line splitting configuration is quite different from having the DLEC provide the splitter in a UNE-P based line splitting arrangement. In the latter configuration, only the DLEC and ILEC need to be physically involved in troubleshooting complex voice problems. In a UNE-L line splitting arrangement, the ILEC, DLEC and CLEC must all be involved, and there are many more connections that could be causing the problem.

Q. PLEASE DESCRIBE THE COST IMPACTS TO AT&T OF USING A UNE-L BASED LINE SPLITTING ARRANGEMENT INSTEAD OF A UNE-P BASED ARRANGEMENT.

A. UNE-L line splitting will require rearrangements to add dedicated cage-to-cage cables and the pre-wiring of splitter ports, DSLAM ports and DLC ports to the cage-to-cage cables in advance of actually providing any service to end users. The smallest size increment available in pre-wired bundles for dedicated cage-to-cage cabling is 25 at a time. In order to mitigate the fixed costs of installation, however, CLECs would most likely want to wire most viable locations for 100 new customer installations per phase. The installation would have to include installation of more DLCs because, as described above, the DLCs used for voice only service would generally not be available. In order to avoid any increased maintenance costs, all pre-wired arrangements would be ready for service and thus would require power exactly as if they were in service. This factor automatically creates a surplus inventory that consumes power but generates no revenue. The additional cost of committing such network resources in advance is significant. For example, assume a CLEC with an established collocation providing voice service were to add the necessary equipment to be able to partner

with a DLEC collocated approximately 50 feet away from the CLEC in the ILEC central office. The CLEC would provide DSL service to its customers via UNE-L line splitting arrangements described above. The CLEC would incur the following up front costs for *each* DLEC with whom it chose to partner.

DLC Bay – One Shelf	$30.556.00
Pots Bay –Termination Block	$1.001.00
Cage to Cage Connectivity Costs–Non ILEC	2.445.00
Application Fee to BellSouth	$584.11
Total up front costs	34.586.11

Additionally, BellSouth charges $625.00 per month for electrical power. Importantly, these costs are extremely conservative, as they do not include OSS costs for such items as additional CFA management, extra construction charges such as traversing fire stops (which can add hundreds, even thousands of dollars), and maintenance.

Q. DOES THE PROCESS YOU DESCRIBED MEET THE REQUIREMENTS OF THE TRO?

A. No. The FCC stated "we have also determined that an incumbent LEC's failure to *provide* cross-connections between the facilities of two competitive LECs on a timely basis can result in impairment." TRO ¶ 514 (emphasis added). The expensive and cumbersome process described above merely permits CLECs to cross-connect to each other; BellSouth does not *provide* the cross-connections.

3. CLEC-to-CLEC Migrations

Q. YOU MENTIONED THAT ANY BATCH PROVISIONING PROCESS MUST ADDRESS CLEC-TO-CLEC MIGRATIONS. WHAT ARE THE CONCERNS THAT ARISE WHEN A CUSTOMER SWITCHES FROM ONE CLEC TO ANOTHER?

A. As the mass market matures, migrations between CLECs will occur more frequently. Currently, there are no standard or agreed-upon processes or intervals between CLECs for responding to requests for information such as customer service records and other customer transition information that is needed to create service orders. Similarly, there are no standard processes for order status responses, such as FOCs and rejections. Further, the in-depth procedures needed for migrating the customer are lacking or ill-defined. For example, items as basic as agreed-upon intervals for migrating a customer from one CLEC to another have not been established. In addition, the ILEC will have to be involved in all hot cuts because it performs the necessary loop transfers and manages directory listing changes. However, requests to have the ILEC transfer the loop from one CLEC to another must be submitted to the ILEC manually, adding delay, error, and expense.

Accordingly, efficient processes must be developed for both the "winning" and the "losing" CLECs so they can place orders with the ILEC and interact with each other and the ILEC to have customers efficiently migrated. Without these improvements, the current lack of efficient and equitable ordering and provisioning processes for CLEC to CLEC hot cut migrations will create more delay, customer confusion, expense, and customer outages in the industry. In contrast, a CLEC to CLEC migration using UNE-P requires only an electronic order from the CLEC acquiring the customer. The CLEC losing the customer electronically receives or obtains a line loss report.

Q. DOES BELLSOUTH INCLUDE CLEC TO CLEC MIGRATIONS IN ANY BATCH PROCESS?

A. No. BellSouth's current bulk offering does not address CLEC-to-CLEC migrations.

C. Any Batch Process Must Address Wholesale Switching

Q. ARE CLECS ABLE TO OBTAIN LOCAL SWITCHING FROM THIRD PARTIES?

A. No. BellSouth's policies, practices, and systems effectively prevent a CLEC from being able to order a loop from BellSouth and switching from another CLEC, thus precluding CLECs from purchasing alternative local switching from wholesalers. For example, if AT&T were to submit a service request to purchase a loop from BellSouth and deliver it to another CLEC's collocation, BellSouth's systems could not process the order.

Q. WHAT IS REQUIRED FOR A CLEC TO BE ABLE TO ORDER A LOOP FROM BELLSOUTH AND WHOLESALE SWITCHING FROM ANOTHER CLEC?

A. Under today's processes, a CLEC sends BellSouth a Local Service Request ('LSR") that tells BellSouth, among other things, three critical pieces of information: (1) "who I am," (2) "where I want your service delivered," and (3) "where to send my bill." An LSR contains many fields into which the CLEC will insert the necessary information or codes to convey this information. Various industry groups and standards provide guidance as to the fields and codes used on an LSR, but BellSouth determines how the information will be used by its systems and in its databases after the LSR has been received.

As part of its "who I am" information on its LSR, the CLEC must provide BellSouth with its Access Customer Name Abbreviation ("ACNA"). The ACNA identifies who is to be billed for the services (*i.e.*, the loop) ordered. As part of its "where I want your service delivered" information on its LSR, the CLEC must also provide BellSouth with an Access

Customer Terminal Location ("ACTL").[27] The ACTL identifies the location where BellSouth's loop is to be delivered for connection with a CLEC's equipment. Accordingly, the ACNA tells BellSouth "who I am" and the ACTL tells BellSouth "where I want your service delivered."

Q. HOW DOES A PROBLEM ARISE?

A. BellSouth currently requires that the ACNA or "who I am" of the CLEC ordering service from BellSouth be the *same* as the ACNA associated with the ACTL or "where I want your service delivered" code. This requirement effectively precludes a CLEC from ordering a loop from BellSouth and connecting it to the collocation arrangement of a different CLEC in order to use that CLEC's switch.

Q. IS THERE ANY INDUSTRY REQUIREMENT THAT A CLEC ORDERING SERVICE TO BE DELIVERED TO A SPECIFIC LOCATION BE THE OWNER OF THAT LOCATION?

A. No. However, BellSouth's systems improperly include edits that require that the ACNA ("who I am") associated with the ACTL ("where I want your service delivered") on an order must match the ACNA submitted on the order. If United Parcel Service were to use the same concept or edit, they would be telling you that you can only send packages to your own address.

[27] "Where I want your service delivered" codes are actually address information. The principal "code" used for these purposes is the Common Language Location Identifier ("CLLI"), which is either 8 or 11 characters long and is developed in accord with guidelines provided by Telcordia, which also keeps the master CLLI Database. Each CLLI has an "owner," and that owner is identified in the CLLI Database by the owner's Interexchange Access Customer code, or ACNA. This CLLI code is used to populate the Access Customer Terminal Location ("ACTL") field. Connecting Facility Assignment ("CFA"), Cable Identification ("Cable ID"), and Channel or Pair Identification ("Chan/Pair") are another group of "codes," which, while they are different items, are commonly referred to as CFA. All tell BellSouth the actual physical point where it is to deliver its services to the CLEC. Often the terms ACTL and CFA are used interchangeably to represent this physical point of interconnection.

Q. HOW DOES AT&T KNOW THIS PROBLEM EXISTS AT BELLSOUTH?

A. AT&T has experienced this problem in the limited cases in which it has ordered UNE loops from BellSouth. AT&T, because of its acquisition of TCG, owns collocations that were built pursuant to TCG's agreement with BellSouth as well as collocations that were built under AT&T's direct agreement with BellSouth. The codes used to describe TCG collocations are labeled "TPM" and the codes for the AT&T collocations are labeled "ATX." When an order sent to BellSouth using the "TCG" label seeks to purchase an unbundled loop from BellSouth and wants it directed to an AT&T collocation that is labeled "ATX," BellSouth's systems cannot electronically process the order.

Q. HOW WILL THIS PROBLEM AFFECT THE INDUSTRY AS A WHOLE?

A. BellSouth's systems currently look for a match between the codes for "who I am" and "where I want your service delivered." When these codes do not match, these orders fall out for manual handling. BellSouth has in the past addressed this problem for AT&T with a manual work-around that assigned a secondary code to identify all the collocations as belonging to AT&T. However, BellSouth has recently indicated to AT&T that "BellSouth has no plans to continue to service orders that require manual processing" caused by the use of multiple company codes, and reiterating its previous recommendation that AT&T pay for a mechanization upgrade to "allow multiple ACNA orders to flow-through BellSouth's systems without manual intervention".[28] This work-around (at best) or outright refusal to process orders (at worst) obviously will not be sufficient in a world in which CLECs may choose to purchase unbundled local switching from each other or from wholesale providers.

[28] See Exhibit MDV-21-July 21, 2003 letter from Jim Schenk of BellSouth to Denise Berger of AT&T.

CLECs must be able to order a loop and have that loop delivered to someone else's collocation space.

Q. HAS BELLSOUTH BEEN ABLE TO DEMONSTRATE AT ANY TIME DURING THE AT&T/BELLSOUTH DISCUSSIONS THAT ITS POSITIONS ARE SUPPORTED BY INDUSTRY STANDARDS OR TECHNICAL INFEASIBILITY?

A. No. In fact BellSouth's correspondence clearly states that its positions are based exclusively on its self-generated policy. Exhibit MDV-22 is a June 20, 2002 letter from Mr. James M. Schenk of BellSouth to Mrs. Denise Berger of AT&T. In this letter Mr. Schenk states:

> "It is BellSouth's policy not to accept assignments from CLECs other than the owner of the collocation space and associated cable assignments. Therefore, BellSouth's ordering and provisioning systems contains edits to prevent unauthorized assignment of its customer's collocation assets." (Letter, page 1)

Q. WHAT SHOULD THE COMMISSION DO TO SOLVE THIS BELLSOUTH CAUSED PROBLEM?

A. BellSouth unilaterally placed itself in the role of CLEC "asset policeman" implementing edits that are not required by any industry guidelines and that needlessly restrict CLECs' ability to do business in BellSouth's region. Having established these needless edits, BellSouth then declared all transactions that fail to pass its self-defined edits are "out of process" when in fact it is the edits themselves that are unjustified. BellSouth must have in place policies that do not impede competition. It should be required to delete these unnecessary edits. Moreover, any batch provisioning process must contemplate and provide for CLECs that want to use a third-party's switch.

D. Operational Constraints That Will Be Created If All Migrations Require UNE-L Conversions

Q. ARE THERE NEW OPERATIONAL CONSTRAINTS THAT WILL ARISE IF ALL UNE-P CUSTOMERS ARE MIGRATED TO UNE-L?

A. If UNE-P is no longer available to CLECs, there will be significant changes in traffic patterns and the items CLECs order from BellSouth. As a result, BellSouth's network may have insufficient capacity in certain instances and surplus capacity in others. Two specific examples are trunking and collocation space.

Q. WHAT IS TRUNKING?

A. The transport pathways that carry calls from switch to switch are called interconnection trunks. Within the local network, such trunks connect BellSouth's central office switches, CLEC switches to BellSouth switches, and may connect BellSouth's central office switches to tandem switches. Tandem switches often are used by ILECs to serve as a connector between central offices. Tandems are used because it is not always efficient to connect each central office to every other central office or to connect these offices for their full complement of traffic during peak times. In such cases, the ILEC will connect the central offices to a tandem switch. Traffic may flow from any central office switch to the tandem and then from the tandem to any other switch in the network.

Q. HOW WILL TRUNKING BE AFFECTED IF ALL MASS MARKET CUSTOMERS MUST BE SERVED USING UNE-L?

A. Many trunks will be over utilized while some may be under utilized. To understand these impacts, the Commission must first recognize that, with UNE-P, all traffic travels on BellSouth's transport network. If BellSouth connects Central Office 1 with Central Office 2

using direct trunking, all calls between those switches will generally travel through that trunk without every passing through a tandem switch. If, however, all CLECs must provide service using their own switches, those switches will principally be connected to BellSouth's network using BellSouth's tandem switches, because the CLEC does not have the economies of scale to connect directly to each and every BellSouth local switch. Accordingly, nearly every call from a CLEC customer, whether to a BellSouth customer or to another CLEC's customer will have to pass through trunks connected to BellSouth tandems. When a trunk is carrying its total capacity for calls, the next call is blocked which means the customer gets a "fast busy" signal and the call cannot complete. If all UNE-P customers are migrated to UNE-L, significant blocking of trunks connected to the tandem or tandem switching congestion can be expected. Accordingly, the Commission must investigate the effects that forcing traffic onto UNE-L may have on BellSouth's tandem and interconnection facilities, to assure that CLEC customers' quality of service would not be degraded if CLECs no longer have access to UNE-P.

Conversely, in some cases, interconnection trunks between BellSouth central office switches may be under utilized. Because calls to and from CLEC customers will travel through BellSouth's tandem switch, there will be less demand for the shared transport between BellSouth's central office switches. However, the extra capacity there cannot be redeployed to accommodate this shift in traffic patterns.

Q. WHAT OTHER OPERATIONAL CONSTRAINTS WILL ARISE?

A. If unbundled local switching is no longer available to competitors, all competitors will have to install their own facilities in collocation space. It is unclear whether BellSouth will be able to accommodate the dramatic increase in the space that will be needed as CLECs

expand existing collocations or when new CLECs that were formerly UNE-P only providers seek to install equipment. At the very least, the interval to obtain and build out collocation space likely will increase. At the worst, sufficient space may not be available, especially in remote central offices that are generally very small in size.[29]

Q. ARE THERE OTHER ISSUES RELATED TO BATCH CUTS THAT THIS COMMISSION WAS DIRECTED TO CONSIDER?

A. Yes. The FCC also directed state commissions to consider whether (or the extent to which) temporary or "rolling access" to UNE-P would address all identified impairment. TRO ¶ 524. Rolling access to UNE-P is clearly not adequate to "cure" the many operational and economic issues for the reasons described in this and other AT&T testimony. For example, rolling access would not alleviate service outages caused by hot cuts; it would not resolve the economic impairment that results from the collocation, digitization, concentration and backhaul costs that a CLEC must incur to connect the ILEC loop to its switch; it would not correct the inefficiencies and errors created by the manual hot cut provisioning; and it would not overcome the capacity constraints which are created by the volumes of hot cuts required and exacerbated by scenarios such as IDLC, line splitting and CLEC-to CLEC migrations. Moreover, even if such rolling access were ordered by the Commission, it must allow the CLEC to acquire the customer using UNE-P before moving it to a UNE-L/CLEC

[29] The FCC identified available collocation space as an issue. TRO ¶ 513. "We find that the absence of sufficient collocation space in the incumbent central office or offices might in some markets render competitive entry impossible and thus result in impairment. We therefore direct the state commissions to consider evidence concerning the costs and physical constraints associated with collocation in a particular market. We direct state commissions to consider whether competitive entry is inhibited, or is likely to be inhibited going forward, by the exhaustion of available collocation space in the incumbent LEC's central offices. Evidence relevant to this inquiry would include, for example, the amount of space currently available in those central offices; the expected growth or decline, if any, in the amount of space available; and the expected growth or decline, if any, of requesting carriers' collocation space needs, assuming that access to unbundled switching were curtailed.

switch network configuration as AT&T is not aware of any methodology for transferring "batches" of customers that would not require the customers to first be acquired by the CLEC.[30] Further, as acknowledged by the FCC, "competitive LECs may face difficulties in accumulating enough customers to justify batch line migration processing *in both new central offices* and existing collocations." *Id.* ¶ 522 (emphasis added). Any such process must also include sufficient time for CLECs to accumulate enough customers to justify collocation, and enough time to then establish the collocation in new central offices. That said, even with these minimal requirements, such a process still would not address the operational and economic problems identified.

IV. AT&T'S RECOMMENDATIONS

Q. DID THE FCC IDENTIFY A STANDARD AGAINST WHICH AN ILEC'S HOT CUT PROCESS SHOULD BE MEASURED?

A. Yes. In describing a hot cut process that demonstrated "consistently reliable performance," the FCC recognized that for the migration of customers, UNE-P should be the standard of performance. It stated: "This review is necessary to ensure that customer loops can be transferred from the incumbent LEC main distribution frame to a competitive LEC collocation *as promptly and efficiently as incumbent LECs can transfer customers using unbundled local circuit switching*." TRO at n. 1574 (emphasis added). Thus, the appropriate comparison must be whether the ILEC can move customers served by UNE-L at the same volumes and performance levels as UNE-P. This is perfectly logical, since CLECs would be

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The state commissions shall consider this factor in determining whether to find that requesting carriers are not impaired without access to unbundled local circuit switching.

[30] The FCC stated that "we find that the availability of unbundled local switching -- even on a temporary basis -- may enable competitors to acquire customers, aggregate them, and migrate them to the carriers own switch in

forced to abandon UNE-P and substitute UNE-L if they are denied access to unbundled local switching.

Moreover, such a standard is required in order to provide parity to all carriers that seek to provide a bundle of both local and long distance services to mass market customers. ILECs today can (and do) add large numbers of long distance customers through the electronic PIC process, which is very comparable to the electronic OSS used to provide UNE-P service. If CLECs cannot have the same ability to add local customers, they are seriously impaired in their ability to provide similar bundled offers. Indeed, the RBOCs themselves have recognized that the ability to offer such bundles is a major competitive advantage in fending off CLECs and/or winning back CLEC local customers. Further, since the FCC's impairment standard requires a review of all costs and revenues a CLEC would incur, including long distance, CLECs must have the same ability to offer local/long distance bundles as the ILEC.

Q. WHAT CHARACTERISTICS SHOULD BE INCLUDED IN ANY BATCH CUT PROCESS CONSIDERED BY THIS COMMISSION?

A. While any batch process will very likely continue to contain too much manual work to significantly reduce the economic and operational impairment, the development of a batch cut process by this Commission would be of some benefit to competition, because it would facilitate CLECs' use of non-ILEC facilities in the limited situations where it is otherwise feasible to do so. The process should, at a minimum, address the following:

OVERALL

- As an initial matter, because it is based primarily on manual work, the batch process should be recognized as an interim solution with limited opportunities for

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a manner *that would not be feasible if the customers each had to be migrated individually* upon signing up with the competitive LEC. TRO ¶ 522 (emphasis added).

improvement over the current individual hot cut process. Therefore, to more effectively reduce CLEC impairment, the Commission should develop a plan with specific time frames to move to an electronic solution that requires fundamental changes to the ILECs' network architecture that currently creates operational and economic barriers to competitive entry to serve mass market customers.

- Any hot cut issue raised by any party that is not solved through the development and implementation of a batch process should be documented for further review by the Commission.

APPLICABILITY/SCOPE

- The batch process must include all mass market (residential and small business) customers, all types of loops used to serve such customers, and all types of transfers between all LECs. Thus, the process should be insensitive to the identity of the previous carrier and the technology that carrier uses to provide service. In addition, the process should not require CLECs to perform any pre-order activity to "qualify" that an unbundled loop can be migrated. In addition to existing UNE-P customers served over copper, UDLC, and NDGLC, at a minimum, the process must apply to:

    - IDLC loops
    - UNE-L based line splitting
    - CLEC to CLEC migrations

VOLUME/CAPACITY

- The batch process must support efficient migration of a sufficient quantity of bundled loops (equivalent to LD PIC changes/UNE-P volumes/churn of ILEC win-backs/CLEC to CLEC) to support a fully competitive mass market at quality levels no less than the UNE-P alternative that would be removed.

- Size of batch

    - The batch should be sized to permit the CLEC and ILEC to achieve cost efficiencies.
    - The batch (as well as the number of batches per day) should be sized to accommodate the overall number of migrations required to achieve the scale needed to handle mass volumes.

PROCESS REQUIREMENTS

- The batch process must operate in conjunction with an existing electronic customer acquisition process (*i.e.*, UNE-P).

- To facilitate a workable transition of customers between CLECs, the customer should first be migrated to UNE-P as a bridge between the UNE-L setup of each CLEC.

- The ILEC should provide CLECs the capability to identify which UNE-P customers/lines are eligible for a batch on a mechanized and batch basis (*e.g.*, the CLEC should not be required to do one-by-one prospective queries to determine if the conditions necessary to include a specific line in a batch are or are not met). The ILEC should also establish the electronic ability to provide a specific batch of potential telephone numbers to a CLEC when the conditions for a batch have been met.

- After receiving the notification from the ILEC that the conditions for a batch cut over are met, the CLEC must have sufficient lead-time to advise its customers of the need to reprogram features such as voice mail and speed dialing, and in appropriate cases sufficient lead-time to prepare its collocation equipment, switching equipment and/or technician time so the CLEC can accept the loops to be transferred.

- The CLEC should have the ability to schedule hot cuts and batch hot cuts at any point in a twenty-four hour day with the costs insensitive to the scheduled time of the hot cut (as in an electronic system such as UNE-P).

- "Batches" should be CLEC specific, *i.e.*, each "batch" should only apply to one CLEC.

- The batch process must be developed to provide equivalent OSS functionality to UNE-P transactions, including:

    - Equivalent electronic pre-ordering and ordering capability
    - Equivalent levels of flow-through for ordering and provisioning systems to increase accuracy and lower costs.
    - One LSR per migrating UNE-P customer / account
    - Directory Listings must remain AS-IS when converting from UNE-P to UNE-Loop

- Real-time electronic notification must be available for order status, testing status, and notification of individual loop cut completion.

- The Commission should include in its analysis the feasibility of interim automation of hot cut provisioning as part of the batch process.

CUSTOMER CARE

- There must be a self-executing process to immediately switch customers back to UNE-P if an individual cut fails, with follow-up electronic communication from the ILEC to the CLEC indicating the cause of the failure, how the ILEC will remedy the

failure and when the customer can be migrated to an unbundled loop. The rolling interval for affected loops/customers should restart.

ECONOMIC

- The batch process design must result in significant cost reduction for all involved parties.

VALIDATION, TESTING AND QUALITY ASSURANCE

- ILECs must prove they have systemic capability to handle the provisioning of hot cuts at volumes anticipated across all its markets in the absence of unbundled local switching. Therefore, once designed, the batch cut process must be subject to both pre-implementation and post implementation testing. Pre-implementation testing should include third party "time and motion" study of the hot cut process, and third party-monitored ILEC testing using its own collocation and migration of significant numbers of its own customers through hot cuts from direct connection to its switch to its collocation equipment installed to operate as a pseudo-CLEC specifically for this test. Post-implementation "testing" would include on-going commission review to determine if the batch hot cut process meets the needs of commercial mass markets in a manner that permits effective and efficient competition.

- The Commission must direct the ILEC to investigate, report and eliminate any negative impacts of large scale migration from UNE-P to UNE-L from the following:

    - E-911 "unlocks"
    - Number porting
    - Availability of repair testing capabilities
    - Repair databases
    - Billing system migrations, such as from Carrier Access Billing System ("CABS") to Customer Record Information System ("CRIS")
    - Provisioning systems such as Trunks Integrated Records Keeping System ("TIRKS")
    - Directory listing and assistance

- The Commission must direct the ILEC to investigate, report and eliminate any negative impact of large-scale migration from UNE-P to UNE-L on local network interconnection trunking and tandem performance.

- The Commission must direct the ILEC to report at a central office level the current number of working IDLC access lines and the spare parallel copper or UDLC facilities available to migrate these lines to, should the customer wish to change their local service provider. It should also provide its plans to provide an unbundled loop when spare parallel copper or UDLC facilities are not available.

- The process must include a method to insure CFA inventories between and among ILECs and CLECs are initially accurate and remain reconciled.

- Competitors must be guaranteed easy access to collocation sites, including the right to use reasonably qualified contractors (*i.e.*, ILEC should not be allowed to dictate the identity of contractors, provided they meet a reasonable skill set)

PERFORMANCE STANDARDS AND ASSURANCE

- Batch cut and other associated loop performance standards should be equivalent to performance for migrating a customer from retail to UNE-P.

- Key performance measurement factors must be in place:

    - Continue to measure at the most granular level feasible for each activity (FOC, rejection, missed appointment, cuts on time, service outage, etc.)
    - Create new measures for key activities unique to batch process, e.g. per centage of batches started on time and completed on time.
    - Eliminate current exclusions in performance measures for projects/batches
    - Create, if not currently in place, measures for % service outages during conversion, and average recovery time of outages
    - Revise/establish benchmarks to drive performance that protects end-users

- Self-executing financial consequences must be in place for ILEC failures to meet required performance standards. For all conversion service outages, these consequences should be commensurate with the average net revenue times the average life of the customer

Following are additional requirements should the Commission establish only temporary access to UNE-P:

- To mitigate customer confusion and frustration with the double migration that would occur if UNE-P were only available on a temporary basis, all of the features offered by the incumbent LEC should be made available to the CLEC at TELRIC rates. By doing so, customers would not be forced to change their programmable features such as speed dialing and voice mail multiple times during this rolling acquisition process.

- There must be exceptions to any established time limits that customers may remain in UNE-P "acquisition mode" pending placement into a batch for transition to UNE-L. These include:

    - The time needed to add new CLEC equipment (*e.g.*, DLC in collocation) or to augment CLEC facilities (e.g. transport) when the expansion or augmentation is not complete for reasons beyond its reasonable planning or control
    - The time needed to augment collocation space
    - Cases of ILEC collocation space exhaust

- The ILEC's inability to migrate customers to UNE-L within prescribed time frames
- ILEC failure to meet non-discriminatory service standards

Q. WHAT INFORMATION DOES THIS COMMISSION REQUIRE FROM THE ILEC TO DETERMINE IF ITS HOT CUT PROCESS IS SUFFCIENTLY SCALABLE TO SERVE THE MASS MARKET?

A. AT&T believes it is clear from available information that BellSouth's current hot cut process capability, demonstrated by its own data, is not capable of supporting mass market competition. However, in conducting any assessment of the capacity of BellSouth's hot cut process (quantity) along with adequate quality, it is essential for BellSouth to provide the following information, with appropriate and adequate supporting detail, so that the Commission can ascertain the relative capability BellSouth has to provision service to mass market customers:

1. Proof that a neutral, third-party, valid time and motion study has been conducted to determine the time it takes to perform all of the steps necessary on the frame to perform a hot cut, and that volume testing has also been conducted.
2. Determination of the ILEC's maximum daily hot cut throughput based on the output of the time and motion study and its current staffing levels.
3. The ILEC's estimate of the daily hot cut volumes it will face in a non-UNE-P environment and the supporting details on how it arrived at this estimate.
4. The ILEC's human resources strategy specifically outlining the number of additional people it will need and how it plans to recruit, hire and train these additional people.
5. Outputs from a third party-monitored ILEC testing using its own collocation and migration of significant numbers of its own customers through hot cuts from direct connection to its switch to its collocation equipment installed to operate as a pseudo-CLEC specifically for this test.
6. The ILEC's plans for converting the imbedded base of UNE-P customers while continuing to perform its normal day-to-day frame work.
7. Disclosure of an inventory of its access lines on IDLC facilities and the amount of spare copper/UDLC facilities that these lines can be migrated to.
8. Disclosure of an inventory of the collocation space readily available in each central office in Florida and its plan for how it will support the additional requests it could be expected to receive for new collocation arrangements and augments to

existing arrangements, together with the impacts that this plan will have on existing collocation intervals.

9. The ILEC's plans for how it will expand its tandem switching and associated transport network to accommodate all of the additional traffic it will be receiving from the CLEC switches.

10. The ILEC's plans for deploying new technologies to eliminate the manual efforts associated with a hot cut.

11. The metrics that the ILEC proposes that the Commission use to monitor its performance.

Moreover, the answers to these questions alone do not adequately describe what capacity or scalability means. In a fully competitive market, carrier changes occur in multiple directions: from ILEC to a CLEC, from a CLEC to an ILEC, from a CLEC to another CLEC. Mass-market scalability means that the ILEC can manage all of these types of transactions over its entire geographic footprint each day and every day. That is a substantial task that is being achieved in the long distance market using the PIC process and in the local market today using UNE-P. Further, as the TRO economic impairment test requires CLECs to use a model that includes both local and long distance revenues, failure to have comparable processes for use by ILECs and CLECs for both local and long distance will result in significant impairment to CLECs.

The ILECs should not be allowed to respond to this absolutely critical issue with vague assurances that its processes are scalable or otherwise capable of supporting mass market UNE-L competition.[31] Both central office specific and statewide analysis, documentation and testing is necessary, and the benchmark adopted must demonstrate

[31] *See TRO* n. 1437 ("We find, however, incumbent LECs' promises of future hot cut performance insufficient to support a Commission finding that the hot cut process does not impair the ability of a requesting carrier to provide the service it seeks to offer without at least some sort of unbundled circuit switching. While incumbent LECs state that they have the capacity to meet any reasonable foreseeable increase in demand for stand-alone loops that might result from increased competitive LEC reliance on self-provisioned switching, there is little other evidence in the record to show that the incumbent LECs could efficiently and seamlessly perform hot cuts on a going-forward basis for competitors who submit large volumes of orders to switch residential subscribers.")

BellSouth's ability to perform sufficient volumes to support a fully competitive market at the same performance level as UNE-P, in order to ensure robust mass market competition.

Q. IF THIS COMMISSION ORDERS, AND THE ILEC SUCCESSFULLY IMPLEMENTS, THE BATCH HOT CUT PROCESS AT&T REQUESTS, WILL THAT SUFFICIENTLY ADDRESS IMPAIRMENT ISSUES?

A. No. Although a batch process, if properly designed and performing at levels and volumes equivalent to UNE-P would address many specific operational impairment concerns, new operational issues are likely to arise as discussed above. And even if the BellSouth charges for hot cuts were reduced, that would affect only one of many additional costs that only CLECs face in attempting to provide service using non-ILEC switches. *See* Direct Testimony of AT&T Witness Steven E. Turner.

Q. ONE OF THE ISSUES THE FCC ASKED STATE COMMISSIONS TO ADDRESS WAS THE VOLUME OF LOOPS THAT SHOULD BE INCLUDED IN A BATCH. WHAT IS THE NUMBER OF HOT CUTS BELLSOUTH SHOULD BE ABLE TO RELIABLY PERFORM IN A GIVEN TIMEFRAME?

A. As described earlier in my testimony, based on its analysis of available data, AT&T has grave concerns regarding BellSouth's capability to perform at the volumes required to support the mass market. I also described the capacity standards (equal to level of long distance competition) that AT&T believes the Commission should require the ILEC to achieve. For example, if 2.1% of the Florida access lines change long distance carriers each month, then the ILECs' process for migrating local customers should also accommodate the same percentage churn for local loops.

Based on the volumes of hot cut orders the Commission determines that the ILEC be required to perform per day to facilitate mass market competition, it should then establish

batch sizes and numbers of batches per day sufficient to permit the required volume of transactions to occur.

Q. WHAT MUST THIS COMMISSION ORDER IN TERMS OF IMPLEMENTING ITS APPROVED HOT CUT PROCESS?

A. The FCC directed state commissions to "approve *and implement*" a batch cut migration process. TRO ¶¶ 423, 460 (emphasis added). Thus, this Commission must do more than simply order BellSouth to design a process; it must test BellSouth's process until it is proven to work. Otherwise, the Commission will have failed its task of approving "a seamless, low-cost process for transferring large volumes of mass market customers." *Id.* at ¶ 423.

Q. GIVEN THAT THE IMPROVEMENTS THAT CAN BE MADE TO THE CURRENT MANUAL PROCESS ARE ALMOST CERTAINLY INADEQUATE TO OVERCOME THE ECONOMIC AND OPERATIONAL IMPAIRMENTS IDENTIFIED BY THE FCC, WHAT OTHER SOLUTIONS SHOULD THIS COMMISSION CONSIDER?

A. As discussed above, the FCC found, on a national basis, that CLECs are impaired in their ability to provide local exchange service because, among other things, of the expense, delay and service degradation caused by the current, manual hot cut process. This should logically prompt state regulators to question whether, in an age of digital processing, any manual, labor-intensive, and error-prone system for loop migration will ever be efficient enough, both economically and technically, to support robust local exchange competition.

There is a means available that uses currently available technology and allows the provisioning of loops to be operationally and competitively neutral, making it the local service counterpart of "equal access" in the long-distance market. This is a process that AT&T has generically referred to as "electronic loop provisioning" ("ELP"). In this

environment, consumers would be able to change their local carrier seamlessly, and no carrier would have inordinate advantages in competing for a mass market customer's business. This is in sharp contrast to the current, hard-wired, manual connections from customer premises to ILEC central offices described in the accompanying testimony of Jay Bradbury. Implementation of such an electronic provisioning process would create permanent virtual circuits that could use software commands to shift loops from one carrier to another quickly and inexpensively, with no loss or degradation of service. Thus, the Commission should consider whether the use of ELP -- or some other automated process -- is necessary to place all competitors on an equal footing in their ability to provide service using mass market loops and CLEC-provided switching.

V. CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. The process of migrating customers to a CLEC-owned switch using an ILEC loop, the so-called "hot cut process," is extremely dependent on manual work, rendering the process prohibitively expensive, highly error prone, and not scalable to handle reasonable commercial volumes. As such, CLECs will remain impaired by any manual hot cut or loop migration process. Even the best manual processes that could be operationalized today, including batch migration processes, cannot satisfy the requirements needed to eliminate the CLECs' operational impairment in attempting to compete for mass-market customers. Accordingly, this Commission should develop and approve a comprehensive process but should test and implement that process carefully to evaluate the extent to which CLECs remain impaired. At the same time, this Commission should encourage development of a process that automates the transfer of end-user loops. Any migration process that does not

automate the transfer of end-user loops, eliminating the need for manual "hot cuts," cannot sustain competitively unconstrained migrations of customers among all carriers, both CLECs and ILECs alike. In order to establish and sustain competitively unconstrained migrations of customers among all carriers, an electronic process for loop provisioning must be made available which is as easy, efficient, and reliable as the UNE-P provisioning process for local customers and the PIC change methodology in place for long distance.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

PARTIALLY REDACTED ATTACHMENT TO INTERROGATORY NO. 122

AT&T

AT&T Letter Number:	PO 98-XX-XXX
AT&T Letter Category:	AT&T Policy Letter
Subject:	AT&T Income Statement Classifications
Date:	
Distribution List(s):	HO689
Related Letters/ Instructions:	
To:	Controllers of AT&T Business Units and Divisions, Corporate Vice Presidents and Directors in the CFO and Finance Organization in AT&T
From:	M. B. Tart
Description:	Transmits Accounting Letter (AL), AT&T Income Statement Classifications

The purpose of this letter is to provide general explanations of AT&T policy regarding definitions of income statement categories and items to be included in these categories to ensure consistent financial reporting across AT&T. This letter supersedes PO 90-01-003, *AT&T Financial Statement Classifications - Income Statement.*

This accounting letter contains some clarifications and changes to earlier practices to reflect current operations and practices at AT&T. These changes primarily reflect the refocus of the income statement to a services based format. Areas of significant change include:

- Depreciation and Amortization Expense is separately presented on the face of the external income statement.
- The entire Provision for Uncollectibles Expense is reported in Network and Other Communications Expense.
- Research and Development Expense was redefined to specifically exclude the development of internal management systems in accordance with GAAP.
- Advertising costs were redefined to ensure compliance with Generally Accepted Accounting Principles (GAAP) and AT&T policy that virtually all advertising expenses are expensed as incurred.

The basic principle behind this Accounting Letter is that business units/divisions need to produce reported results that are comparable and consistent with GAAP and customary reporting practices in the industries in which AT&T operates.

Note: This AT&T Letter was reformatted and updated in April 1998 as part of a project to provide for online access (via AT&T's internal Internet Web site) to AT&T Letters issued by the CFO Organization.

AT&T - PROPRIETARY
Use pursuant to Company instructions

Questions related to the content of this letter may be directed to Janet Braun at (908) 221-8511.

[signed]

M. B. Tart
Corporate Vice President and Controller

Attachment

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Use pursuant to Company instructions

Issued: April, 1998
Effective: January, 1998
Reformatted:

AT&T Letter No: PO 98-nn-nnn
CFO Letter No: *Reserved for future use*
Accounting Letter No: 1-4
Issued By: Controller Division

AT&T Income Statement Classifications

Executive Summary

The purpose of this Accounting Letter (AL) is to provide general explanations of AT&T policy regarding definitions of income statement categories and items to be included in these categories to ensure consistent financial reporting across all AT&T entities. The basic principle behind this AL is that AT&T Business Units/Divisions (BU/Ds) need to produce reported results that are comparable and consistent with Generally Accepted Accounting Principles (GAAP) and customary practices in the industries in which AT&T operates.

The guidance for these accounting classifications is derived from a combination of authoritative accounting pronouncements, textbook accounting references, current professional literature, Financial Accounting Standards, Securities and Exchange Commission rules and interpretations, and a knowledge of industry reporting practices. In many areas, the management of a public reporting enterprise, such as AT&T, has some latitude in determining the presentation of line items on its external income statement, so long as the definitions are reasonable and comparable from period to period. To ensure consistent financial reporting, this AL is the authoritative internal document that sets forth AT&T's external income statement presentation and defines our interpretations of where revenues and expenses should be reported.

All account code definition and mapping documents issued throughout the Company, such as the Corporate Reporting Letter (CRL) and Accounting Instruction (AI) No. 2, must be in conformity with this AL. AT&T Corporate Accounting Policy should be consulted for the reporting of any new or unusual items not covered in this policy.

AT&T - PROPRIETARY
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Issued: April, 1998
Effective: January, 1998
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Issued By: Controller Division

AT&T Income Statement Classifications

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Issued: April, 1998
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AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

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AT&T Income Statement Classifications

[redacted]

AT&T - PROPRIETARY
Use pursuant to Company instructions

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

Sales and Sales Support

38. Includes the expenses of employees who directly interface with customers and sell AT&T products and services or support customer sales. Includes items such as:
    - Expenses of locating customers and soliciting sales
    - Technical support expenses relating to specific contracts, e.g., analysis of specifications engineering for specific product applications, responding to potential customer inquiries, etc.
    - Pricing of specific orders
    - Commissions paid to non-AT&T sales agents for selling to AT&T customers
    - Preparation and signing of customer contracts
    - Clerical support to sales force
    - Sales support systems
39. Examples of types of costs to be included in marketing and sales-related (M&S) expenses are salaries, salesperson commissions, wages, employee expenses, including allocated portions of employee benefit expense, contracted services, occupancy charges such as rent, utilities and house service, material and supplies and allocated portions of support services such as clerical and secretarial work, printing and reproduction.

Customer Care

40. Includes costs associated with managing and administering customer accounts. Customer Care includes the following functions and activities:

    - Handling customer account inquiries via telephone or correspondence including handling of disputes, account changes (name/address), processing adjustments, and quoting rates and prices.
    - Entering and processing service orders and handling order inquiries.
    - New customer acquisition costs such as when a customer representative engages in "bridge to sales" activities
    - Planning, training and project management functions performed by Customer Care organizations

[redacted]

41. This item includes those costs of an overall corporate nature, such as billing, executive policy development, legal, regulatory, or financial expenses, that are incurred primarily to benefit and support the enterprise as a whole and which cannot be assigned to other major categories of business cost and expense. Major components of G&A expenses are:

    - Customer account management - billing operations, - This category includes bill rendering, customer payment processing, credit and collections, and bill printing and mailing costs.
    - Contracted billing services - The amounts paid to local exchange carriers as well as other external companies for billing and collecting from AT&T customers should be included in general and administrative expense
    - Development of internal sales/administrative/billing systems infrastructure.
    - Direct employee benefits - Initial recording of expenses associated with furnishing active and retired employee benefits such as disability, pension, accident, savings plan contributions and retired employee insurance. Active employee insurance is reported in the same category as the employee wages. (Used only by HR Finance)
    - Other G&A Expense - Expenses incurred for executive, general, and administrative support functions should be reported in Other G&A expense.

AT&T Income Statement Classifications

General and Administrative Expenses (continued)

42. Other G&A expense includes the following functions:

    - *Executive* – officer level and above (generally sixth level and above and any directly reporting executive support staff)
    - *Accounting and Finance* – accounting and financial reporting, billing and collecting, functions associated with taxes, treasury and insurance operations, financial management, etc.
    - *Public Relations* – media communications, corporate publications, employee information
    - *Human Resources* – policy development on matters relating to personnel, salary, benefits, etc.
    - *Corporate Information Technology Services* – management information systems designed to support corporate functions and general data systems functions which cannot readily be allocated to users
    - *Legal* – general counsel and litigation support, SEC, FCC, and other regulatory, antitrust expenses, etc.

43. In the case where fees are paid to external parties for legal and other services performed in direct connection with an acquisition of an asset, the costs associated with the acquisition should be capitalized as part of the acquisition rather than classified as G&A expense. See AT&T policies PO 93-05-003, AL 10-5, *Cost Recognition and Reporting* and AI 93-04-002, AL 3-6, *Accounting Guidelines for Mergers and Acquisitions.*

44. Examples of costs to be included in Other G&A expense include salaries, wages and expenses of employees performing G&A functions, allocated portions of employee benefit expenses, occupancy charges such as rent, utilities and house service, material and supplies and allocated portions of support services such as clerical and secretarial work, printing and reproduction, and allocated management information systems costs.

45. Overhead expenses which *directly support* business functions, e.g., payroll time reporting and input performed within a functional (e.g., Marketing) organization for functional (e.g., Marketing) workers, should be classified to accounts associated with the functions being supported (e.g., M&S).

46. Interest accruals on all tax related items is considered an overall corporate expense and should be reported in the general and administrative category.

AT&T Income Statement Classifications

[redacted]

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AT&T Income Statement Classifications

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Issued By: Controller Division

AT&T Income Statement Classifications

[redacted]

AT&T Income Statement Classifications

[redacted]

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 9, 2003

FPSC-COMMISSION CLERK
03 DEC 10 AM 10:24

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Second Supplemental Responses to BellSouth's First Set of Interrogatories to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 9, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC' SECOND SUPPLEMENTAL RESPONSES TO BELLSOUTH'S FIRST SET OF INTERROGATORIES (NOS. 1-84)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC' Supplemental Responses to BellSouth's First Set of Interrogatories (Nos. 1-84), which were legally propounded by BellSouth on October 9, 2003, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 9th day of December, 2003.

The original and one copy of this Notice were also sent via overnight delivery on December, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted,

Tracy Hatch /las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail or as indicated this 9th day of December 2003, to the following parties of record:

Adam Teitzman Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. * Mr. Richard Chapkis 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Jeffrey J. Binder 1919 M Street, N.W. Washington, DC 20037 Phone: (202) 464-1792 Fax: (202) 464-0762 Email: Jeff.binder@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Washington, DC 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com
Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 224-4359	MCI WorldCom Communications, Inc.(GA) * De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com

Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. • Jake E. Jennings Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Tracy Hatch/bas

Tracy W. Hatch

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N Monroe Street
Tallahassee, FL 32301
850-425-6360

December 9, 2003

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

DEC 10 AM 10:23
COMMISSION CLERK

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T' Second Supplemental Response to BellSouth's 1st Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T' Second Supplemental Response to BellSouth's 1st Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T' Second Supplemental Response to BellSouth's 1st Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 9, 2003

AT&T'S SECOND SUPPLEMENTAL RESPONSES TO BELLSOUTH'S FIRST SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, and the *Second Order on Procedure, Order No. PSC-03-1265-PCO-TP*, issued September 22, 2003 and November 7, 2003, respectively (hereinafter "*Procedural Orders*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following supplemental responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on October 9, 2003, as follows:

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 25: Please state the total number of end user customers in the State of Florida to whom you only provide qualifying service.

Response AT&T incorporates its responses to Interrogatory No. 1. Subject to the foregoing, none.

Provided by: Jay Bradbury

Supplemental Response The total number of end user customers in Florida to whom AT&T provides qualifying service (local only) for AIO is: XXX Begin Confidential – Subject to Protective Order - End Confidential – Subject to Protective Order XXX

Please refer to Confidential Attachment 25

Second Supplemental Response: In order to correct error reported for # of Customers in Tennessee and North Carolina, please see Revised Confidential Attachment 25

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 34:	For each class or type of end user customer referenced in Interrogatory No. 33, please state the average acquisition cost for each such end user class or type. Please provide this information for each month from January 2000 to the present.
Response:	AT&T incorporates its objection to Interrogatory #15, *supra*. Subject to the foregoing, average acquisition cost for all end user customer class is $125.00. See Attachment No. 34.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 35:	For each class or type of end user customer referenced in Interrogatory No. 33, please state the typical churn rate for each such end user class or type. Please provide this information fore each month from January 2000 to the present.
Response:	AT&T incorporates its objection to Interrogatory No 15, *supra*.
	Subject to the foregoing, churn rate is 4.6%. See Attachment No. 34.

REQUEST: BellSouth First Set of Interrogatories

DATED: October 9, 2003

Interrogatory 45: In determining whether to offer a qualifying service in a particular geographic market, what time period do you typically use to evaluate that offer? That is, do you use one year, five years, ten years, or some other time horizon over which to evaluate the project?

Response: AT&T incorporates its objections to Interrogatory No. 15, *supra* and notes that the FCC's TRO specifically contemplates the consideration of financial and related information of an efficient "model" competitor and not that of AT&T or any other particular competitor.

Accordingly, AT&T's determination of whether to offer a "qualifying service in a particular geographic market" and the time periods involved in such evaluation are irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing, the period of time used is 3 to 5 years.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 47:	Based on the definition of sales expense in the foregoing Interrogatory, please state how you estimate sales expense when evaluating whether to offer a qualifying service in a particular geographic market?
Response:	AT&T incorporates its objections to Interrogatory No. 15, *supra*. Subject to the foregoing: Sales Expenses are included with overall SG&A Expenses (Sales General and Administrative) and are expressed as a percentage of overall customer revenues.

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 49:	Based on the definitions of G&A costs in the foregoing Interrogatory, please state how you estimate G&A expenses when evaluating whether to offer a qualifying service in a particular geographic market.
Response:	Estimated SG&A expenses are 25% of local revenues. See Attachment No. 34.

SUBMITTED this 9th day of December, 2003.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

AIO Customers Counts by State

(As of September 30, 2003)

State	September AIO Bundled Customers	September AIO Local Only Customers		
AL				
FL				
GA				
NC				
TN				
TOTAL				

ATTACHMENT
TO
INTERROGATORY NO. 34

Research Brief
Wireline Telecommunications

April 30, 2003

T: $17.05
BUY
Volatility: Medium

12-Month Target: $24.00
Total Return to Target: 45.2%

AT&T Corporation*

A Case for Consumer Services

- **Our conclusion from a deep dive analysis of AT&T's Consumer segment is that moderating top-line losses, variable costs and low capex will allow the unit to remain a positive value contributor.**
- **We expect revenue loss trends to abate as Bell 271 entry matures.** There is a mature record of data that supports a sharp decline in Bell market share growth in 2004 easing revenue pressures.
- **The Consumer segment has substantial cost variability.** The allocation of corporate overhead and network costs to the Consumer segment is small based on public disclosures and remaining expenses are dominated by variable access and marketing costs.
- **We have incorporated new detailed UNE-P forecasts.** We have modeled out projected market share gains, revenue and costs by state and estimated migration rates and costs for moving the UNE-P platform to facilities over time.
- **Valuation and Target Price Analysis:** Our target price of $24 is the first rung of our valuation for AT&T. Our target starts from a conservative baseline of a 4.5x multiple of 2004E Business EBITDA and giving no value to the Consumer segment despite our analysis here.

David W. Barden, CFA
(212) 847-5890
dwbarden@bofasecurities.com

Robert Dezego
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rdezego@bofasecurities.com

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joe.bender@bofasecurities.com

Jon Block
(212) 847-5089
jblock@bofasecurities.com

Top Picks

Ticker	Rating	Price	Target
T*	B	$17.05	$24.00
BLS*	N	$25.49	$30.00

Least Favorites

BRW*	S	$4.63	$3.00
Q*	S	$3.77	$3.00

B = Buy, N = Neutral, S = Sell, * = New Pick

Sector View: Underweight. A stagnant economy and sector-wide competition shrinking scale economies are boosting churn costs, pressuring margins and curtailing growth.

Sector Price Appreciation Potential (Median of Target Price): 25%

Company Data	
52-Week Range	$29-13
Secular Growth (EPS)	N/A
Market Cap.	$13.4 BB
Avg. Daily Vol.	6,699,912
Debt/Cap. (3/03)	58.8%
Est. Dividend/Yield	$0.75/4.4%

Index Data	
DJIA	8480
S&P 500	917

FYE Dec	2002A	2003E	2004E
EPS			
Q1 (Mar)	$0.61	$0.62A	$0.47
Q2 (Jun)	0.71	0.52	0.48
Q3 (Sep)	0.75	0.48	0.49
Q4 (Dec)	0.66	0.45	0.50
Fiscal Year	$2.39	$2.07	$1.93
Calendar Yr	$2.39	$2.07	$1.93
P/E	7.1	8.2	8.8
P/E/G	N/A	N/A	N/A

Please see the important disclosures and analyst certification on page 38 of this report. Investors should assume that Banc of America Securities is seeking or will seek investment banking or other business from companies rated in this report.

Summary and Investment Conclusion

In recent months, AT&T has come under intense scrutiny and criticism for its exposure to the Consumer segment. Concerns about the rate of decline within the segment are wholly justified and are the central reason why we undertook this analysis. No investment in AT&T should be made without a comprehensive understanding of the implications for AT&T's presence in the consumer market. The key questions we see are the following.

- What will happen to AT&T's Consumer revenue in light of Bell entry into long distance services?
- What will happen to margins as this segment's revenue declines?
- What impact will AT&T's entry into local services have on the Consumer unit?

Perhaps our most important conclusion is that AT&T's presence in the Consumer market does not jeopardize AT&T as a company. We conclude the Consumer segment revenue declines will slow as Bell entry into long distance markets follows a long-established trend of peaking in year one. Consumer revenue declines will not cease, but as Consumer falls as a percentage of total revenue and LD voice falls as a percentage of Consumer, the impact of Consumer LD voice losses will become irrelevant to the core AT&T story in Business services. Now, as revenue declines or even flattens out, the worry must still be on margins. A high percentage of fixed costs could translate quickly to losses even with minimal revenue decline. Based on AT&T's own disclosures long available in the company's publications surrounding the AT&T Broadband spin-off, the allocation of fixed overhead costs to the Consumer unit is low and the percentage of remaining expenses that are variable appears high. The company's track record over the last several quarters in Consumer margins underscores this point. As Consumer Revenue declines slow, and Consumer falls as a percentage of total revenue and LD voice falls as a percentage of Consumer and as AT&T loses only a fraction of Consumer revenue at the EBITDA line, again, the impact of the Consumer segment at the margin fades in relevance. With low capital requirements, however, the Consumer unit can continue to make a substantial contribution at the free cash flow line and contribute positive value to the company.

At the center of our view is a mature track record of Bell entry into long distance, which shows the rate of market share gains by the Bells slows down over time. By 2004, we expect long distance revenue declines to slow as Bell market share gains anniversary and flatten out after the majority of the 1st year market share gains are taken. In addition, penetration of the local market contributes positively to the flattening of this curve. While Consumer is a falling percentage of the total revenue, long distance voice is a shrinking percentage of Consumer.

Through a series of charts and graphs, we have laid out our view that despite powerful forces working against it, AT&T's Consumer segment can continue to contribute positively to equity value. In this report, we take a deep dive into AT&T's Consumer operations, looking at revenue trends, cost variability, and the emergence of AT&T's Local business on the scene. In our view, AT&T's negative operating leverage exposure to this segment is not as substantial as many might suppose. While there is no denying the Consumer segment is in ongoing decline, we believe AT&T can continue to extract value from this business by offsetting revenue declines with a variable cost structure. We believe AT&T can offset a shrinking Consumer segment by weathering the

worst of the storm in 2003 and allowing its Business segment to pick up the slack over time (the focus of our next deep dive analysis).

Variable cost management and UNE-P growth will define the Consumer segment over time. We believe Consumer cost variability is much higher than the market believes, which should allow AT&T to continue to cut costs in Consumer to offset revenue declines and harvest cash from this business. Further, we expect revenue loss trends to abate as Bell 271 entry matures and expect the combined local and long distance operations to create positive value for AT&T shareholders. Management has so far shown the ability to reduce Consumer costs to match a declining revenue base and as we explain in detail in this report, we believe that there remains a large amount of variability in the Consumer model. We expect the Consumer segment to lose roughly $0.30 of EBITDA on average for every $1 revenue decline due to the small amount of fixed costs in the business, more in the short-run as the largest of the volume losses occur in 2003. In addition, since the Consumer segment requires minimal capital expenditures, we believe the company can continue to create free cash flow from this segment.

We have completed a comprehensive state-by-state UNE-P model. The ultimate fate of UNE-P will remain uncertain until the FCC releases its Final Order, which is now expected to be in mid to late May, but it is clear that UNE-P will remain in some fashion for several years to come. We have broken AT&T's UNE-P business down into granular detail to better understand the economics and AT&T's opportunity. Our UNE-P model ultimately derives the state-by-state EBITDA contribution from each of the nine states (plus D.C.) where AT&T currently offers service and from Massachusetts (the only additional state that AT&T has confirmed a plan of entry). In addition, our model includes estimates for the five most attractive new states (based on estimated state-by-state gross margins derived from the most recent data from the NRRI) and the last group of four to seven states that will bring AT&T to the midpoint of its target market of 19-22 states.

We expect AT&T's revenue mix to continue to favorably shift towards Business from 71% of total revenue in 4Q02 to 79% by 4Q04. Consumer will decline substantially, but should continue to provide FCF to support growth in Business. AT&T continues to emerge as the dominant player in Business services and remains the purest play on business services demand and business recovery.

We derive a $3 per share value for the Consumer segment, but conservatively assign no value to the Consumer segment in our consolidated AT&T valuation. Our $24 price target for AT&T is based on a 4.5x multiple of our 2004E Business EBITDA using 2004 estimated net debt and gives no value to the Consumer segment. Our $3 per share valuation for the Consumer segment assumes Consumer long distance-related capex will remain constant at $150 million per annum, assumes substantial local capex in 2004 ($364 million) and 2005 ($400 million) to migrate UNE-P subscribers to a facilities based network, and assumes local maintenance capex of roughly $100 million per annum (5% of local revenue). In total, we project Consumer capex of 6.6% of revenue in 2004, 7.9% in 2005, and 4.8%-5.5% in the steady state. Our FCF estimates for the Consumer segment subtract capex estimates from our tax effected EBITDA estimates. We project Consumer FCF of $1.2 billion in 2003, $504 million in 2004, and $356 million in 2005 (lower due to assumed migration capex requirements). Longer term, we believe the Consumer segment can generate FCF of roughly $400-$500 million per year.

Consumer Segment Discounted Cash Flow Analysis

($ millions)

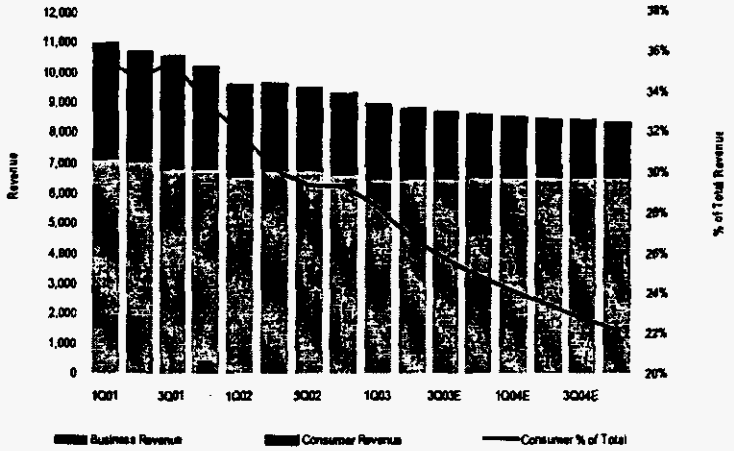
	2002	2003E	2004E	2005E	2006E	2007E	2008E	2009E	2010E	2011E	2012E
Local EBITDA	(85)	34	156	235	324	367	382	399	405	422	429
Long Distance/Prepaid Card EBTIDA	2,928	2,169	1,541	1,275	1,061	929	848	780	737	692	657
WorldNet EBITDA	0	0	0	0	0	0	0	0	0	0	0
Total Consumer EBITDA	**2,843**	**2,202**	**1,697**	**1,510**	**1,386**	**1,296**	**1,230**	**1,179**	**1,142**	**1,114**	**1,086**
Tax Effected EBITDA	**1,706**	**1,321**	**1,018**	**906**	**831**	**778**	**738**	**707**	**685**	**668**	**652**
LD capex	127	150	150	150	150	150	150	150	150	150	150
Migration capex			364	400	61	40	37	27	32	16	8
Local maintenance capex					95	100	103	106	108	110	111
Total Consumer capex	**127**	**150**	**514**	**550**	**306**	**290**	**290**	**283**	**290**	**276**	**269**
note: % revenue	*1.1%*	*1.6%*	*6.6%*	*7.9%*	*4.8%*	*4.8%*	*5.1%*	*5.2%*	*5.5%*	*5.4%*	*5.4%*
Consumer FCF	**1,579**	**1,171**	**504**	**356**	**525**	**487**	**447**	**425**	**395**	**392**	**383**
PV of Consumer FCF		**2,314**									
Consumer Value Per Share		**$2.94**									

Source: Company reports, Banc of America Securities LLC estimates.

A Case for Value in AT&T's Consumer Segment

Consumer Will Shrink In Importance to the AT&T story

AT&T Consumer vs. Business Revenue
($ millions)

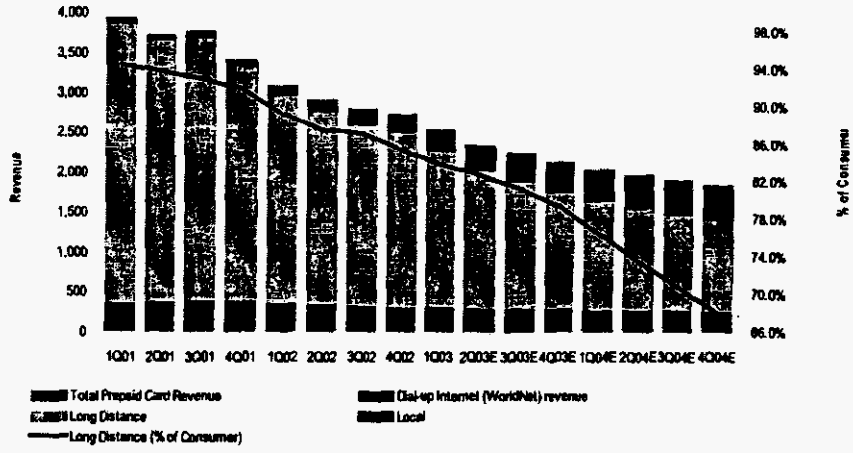


Source: Company reports, Banc of America Securities LLC estimates.

We expect AT&T's Business services to continue to evolve into the dominant segment of AT&T's total revenue picture. We conservatively project minimal Business services growth through 2004 (from $6.4 billion in 1Q03 to $6.5 billion by 4Q04). Conversely, we expect Consumer revenue to fall substantially through 2004 (from $2.5 billion in 1Q03 to $1.9 billion in 4Q04). In 4Q02, Consumer represented 29% of total AT&T revenue. By 4Q04, we project Consumer to represent just 22% of total AT&T revenue, and by 4Q06, just 19% of total revenue. Over the long run, it is clear that Business services performance will be the key to AT&T's success. However, we do expect the Consumer segment, while declining, to nonetheless continue to provide free cash flow to support the growth of the Business segment. The proceeding chart illustrates the dynamics of AT&T's evolving business mix toward the Business services segment and away from the Consumer segment. AT&T's larger proportionate exposure to Business services and the company's emergence as the dominant player in Business services (the highest growth portion of the telecom sector) makes AT&T, in our view, the purest play in the sector on business and business recovery.

Local UNE Revenue Growth Will Help Offset LD Voice Declines

Components of Consumer Revenue
($ millions)



Source: Company reports, Banc of America Securities LLC estimates.

We continue to forecast significant declines in the long distance segment for AT&T, partially offset by gains on the local front. The trends suggest that long distance revenue should continue to shrink as a percentage of Consumer revenue and Local revenue should continue to become a bigger piece of the Consumer model. In our view, Bell entry into the long distance market (through the Section 271 approval process) and wireless substitution will continue to weigh on AT&T's long distance results. As such, we have accordingly modeled in substantial revenue losses from AT&T Consumer long distance. We currently project a 26.6% decline in long distance Consumer voice and pre-paid card revenue in 2003 followed by a 23.5% decline in 2004. However, growth in the Local business, through AT&T's UNE-P strategy, should offset a small portion of the long distance declines. We forecast local revenue growth of 77.8% in 2003 and 28.6% in 2004. As a result, we expect Local revenue to increase from 9.2% of Consumer revenue in 4Q02, to 18.5% by 4Q03 and to 24.8% by 4Q04.

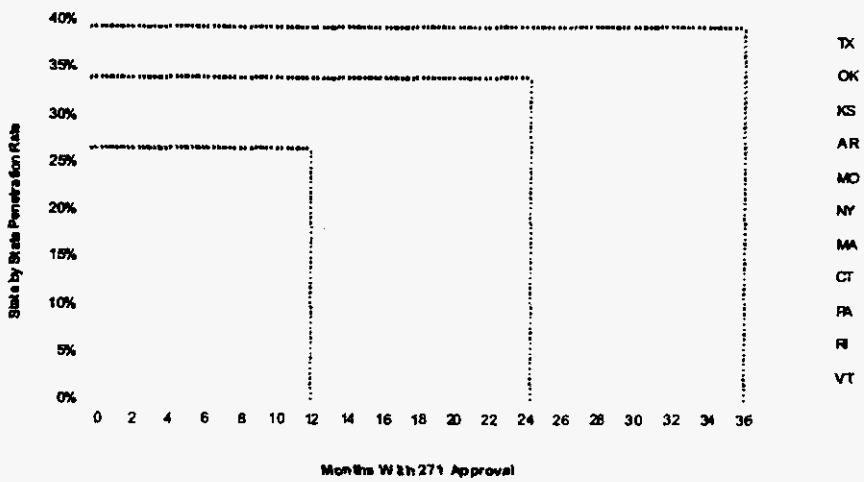
While the FCC's Final Order on UNE-P has not been released, based on the details the FCC has provided to date, the decision appears to be a big win for AT&T. We do not expect the Final Order from the FCC to be released until late mid to late May. Nonetheless, the FCC's preliminary decision appears to extend the life of UNE-P, the primary competitive local entry method to date. Importantly, the decision buys AT&T the valuable commodity of time—time to take increased local market share, time to develop scaled and concentrated local customer bases, and time to develop a facilities migration plan to eventually transition away from UNE-P in the long run. AT&T should be able to continue to expand its local consumer customer base through UNE-P for perhaps an additional two years beyond our pre-Triennial Review expectations. AT&T can also push off any local facilities capital spending decisions for two years more than previously expected before it will need to transition to a facilities-based (UNE-L) solution. AT&T will now be able to observe how the local telecom market plays out over the next couple

years before it will need to either begin to spend capital on a local infrastructure or develop an alternative plan.

The UNE-P business model allows AT&T to grow its local customer base with solid economics, building a scaled base upon which a facilities model may be overlaid. AT&T's approach to launching local service has been very granular. AT&T's "cherry picking" approach has drawn Bell ire but it has worked. The company targets expansion by state, by neighborhood, and by profit hurdle, experiencing substantial success in the process. AT&T now offers local service in eight states and Washington D.C. to 2.8 million local customers through UNE-P as of 1Q03. Last week, AT&T announced a 5 state increase in its UNE-P expansion plans. The company is now targeting UNE-P offerings in a total of 19-22 states by the end of 2003, continuing to focus on a goal of profitability within two years of offering service. The extra two years the FCC appears to have provided AT&T could give the company ample time to take substantial local share and harvest strong free cash flow from this business. Further, adding more local customers could help stem losses on the long distance side of its business through lower potential churn since the company will be able to offer a combined local and long distance bundled offering to a larger customer base.

Bell LD entry: Share Gains Slow Rapidly After Early Entry...

Long Distance 271 Penetration Experience
Average State LD Penetration Rate by Number of Months with 271 Approval



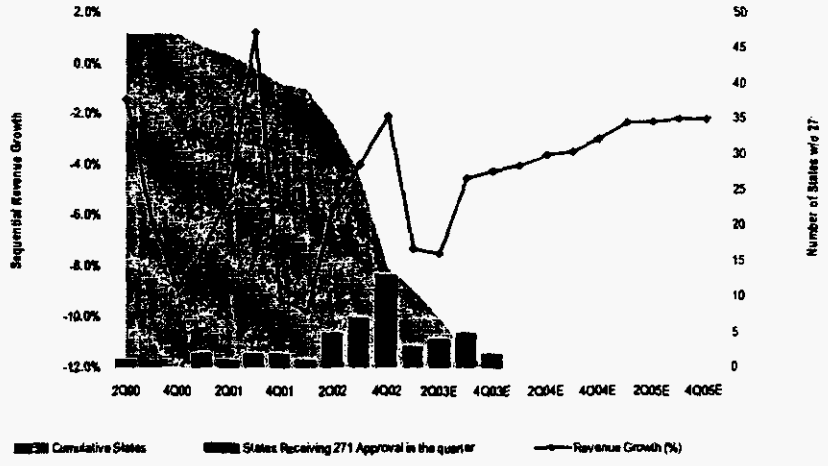
Source: Company reports, Banc of America Securities LLC estimates.

Bell market share gains taper off considerably after one-year of FCC approval to offer in-region long distance services. Thus, the impact of Bell entry into the long distance market on AT&T's LD business should decline considerably after 2004. Current data suggests Bell state-by-state market share gains taper off substantially after the first year and even more so after the second year following receipt of Section 271 approval from the FCC. As the chart above illustrates, the Bells have historically picked up roughly 20-25% market share in the first year following 271 approval. However, the average market share gain falls to 7-10% in year two and falls to 5-6% in year three. The natural

evolution of market share gains for the Bells appears to top out at around 40% at the end of year three. This suggests that the biggest negative impact on AT&T's long distance business is happening right now and will not last in perpetuity due to the declining market share growth of the Bells following the initial spike in the first year of offering long distance services.

So We Expect AT&T Consumer Revenue Declines to Slow in 2004

Consumer LD Sequential Revenue Changes
AT&T Revenue Changes vs. New States with 271 Approval



Source: Company reports, Banc of America Securities LLC estimates.

The majority of the large state 271 approvals have already been granted and the final wave of 271 approvals is expected to be completed in the summer, save for one or two problem states that could push the completion of the process into late 2003. We expect the Bells to take their expected 20-25% first year market share in the new states upon receipt of 271 approval and to continue to take market share in the states that have had 271 approval for longer periods of time. Thus, we expect the impact on AT&T's Consumer segment from 271 approvals to be substantial 2003, especially given the large number of state approvals in late 4Q02 and the December 2002 approval of California (the largest state in the U.S.).

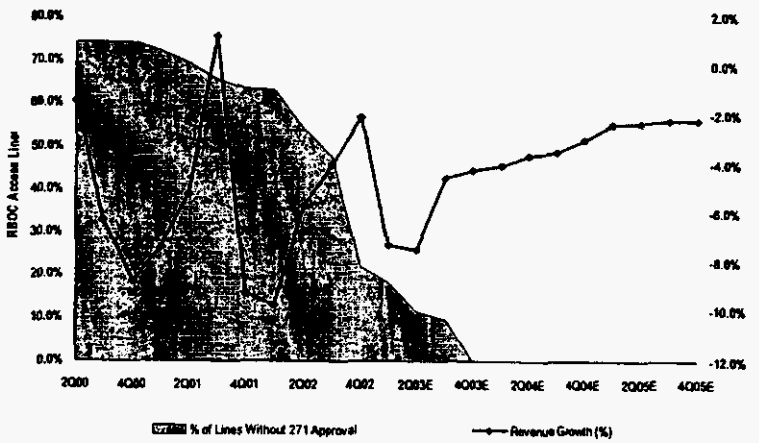
We expect the impact on AT&T from Bell entry into the long distance market to peak in 4Q03. AT&T will continue to feel the impact of Bell market share gains throughout 2003. However, based on the trends of diminishing market share gains the Bells have experienced to date, we expect the impact of the last wave of 271 applications on AT&T's long distance revenue to peak in 4Q03 in terms of year over year revenue declines. Thus, we do not believe AT&T's Consumer long distance revenue in the out-years will decline at rates similar to the steep declines we forecast for 2003 (26.6%) and 2004 (23.5%), since we expect the majority of Bell market share gains to be taken by the end of 2004. However, we expect these declines to continue at moderating rates, with our current forecast for Consumer LD revenue declines of 16.5% in 2005 and 14.4% in 2006.

Further supporting our belief that the Bell impact on AT&T will peak in 2003 is the fact that 82% of Bell access lines currently have approval to offer long distance

services. Currently, the Bells have had long distance freedom at least two years in 5 states plus the 18 former GTE states, covering roughly 31% of all Bell access lines in aggregate. The Bells are already in year three of the market share curve in these states, and thus most of the market share gains have been made. In our view, these states (New York, Texas, Oklahoma, Connecticut, Massachusetts, and Verizon's former GTE states) should have a minimal impact on AT&T with respect to future market share gains, since most of the damage has already been done. Currently, 37% of Bell access lines have had long distance freedom for more than one year. By mid-May, an additional 4% of Bell lines will cross the one-year hurdle, brining the total to 42% of Bell access lines that have achieved peak market share gains. In 4Q02, the FCC granted 271 approval to states covering 23% of all Bell access lines. Therefore, by the end of 2003, 78% of all Bell access lines will have completed at least one year of market share gains. Again, based on market share gain trends in existing Bell states, we believe that the impact to AT&T will peak in 4Q03, in conjunction with the one year anniversary of the large number of 4Q02 271 approvals. We expect the Bells to attain approval in the remaining 18% of their aggregate access lines throughout 2003. The impact on AT&T from market share losses in these states will continue through 2004. However, we expect the revenue declines for AT&T's Consumer LD segment to slow 12 months after the completion of the majority of the 271 process.

In the previous chart, we showed the cumulative states that have received 271 approval, the number of states that remain versus our sequential revenue decline estimates for AT&T's consumer. In the following chart, we replaced the shaded area representing the cumulative number of states without 271 approval with the cumulative number of access lines without 271 approval. The result was a nearly identical picture, illustrating how the total access lines receiving state approval has nearly identically matched the number of states receiving approvals. This implies that the remaining states without 271 approval are proportionate to the remaining access lines. Michigan (3.4% of U.S access lines), Wisconsin (2.6%) and Illinois (4.3%) are the only larger RBOC states left, with the remaining eight states each containing less than 1.5% of total U.S. access lines.

Access Line Totals Match State Approvals Almost Identically
82% of U.S. Access Lines Are in States With 271 Approval



Source: Company reports, Banc of America Securities LLC estimates.

Section 271 Approval (Long Distance) Summary

(Lines in 000)

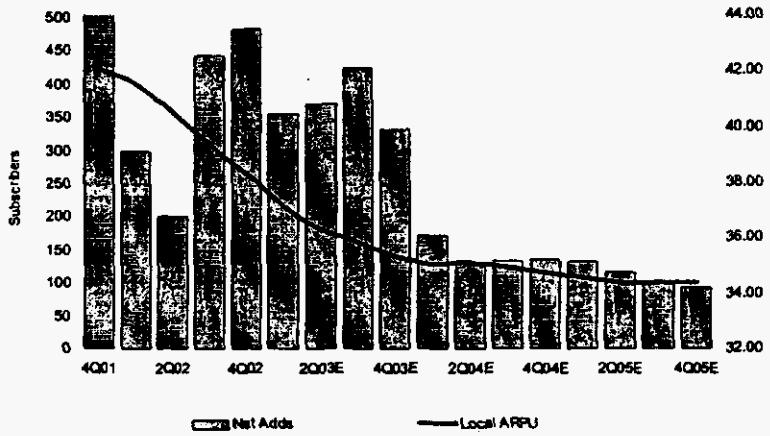
State	Company	271 Approval Date	% of total RBOC lines	Cumulative % of RBOC lines w/ 271 Approval	Cumulative RBOC lines w/ 271 Approval	Remaining RBOC lines for 271
Total Former GTE (VZ)	Verizon	NA	11.0%	11.0%	17,305	140,514
Connecticut (SNET)	SBC	NA	1.5%	12.5%	19,661	138,158
New York*	Verizon	12/22/99	7.4%	19.8%	31,282	126,536
Texas	SBC	6/30/00	6.2%	26.0%	41,103	116,715
Kansas	SBC	1/22/01	0.8%	26.9%	42,433	115,385
Oklahoma	SBC	1/22/01	1.0%	27.9%	44,027	113,791
Massachusetts	Verizon	4/16/01	2.7%	30.6%	48,320	109,498
Pennsylvania (fBA)	Verizon	9/19/01	3.9%	34.5%	54,489	103,329
Arkansas	SBC	11/16/01	0.6%	35.2%	55,488	102,330
Missouri	SBC	11/16/01	1.7%	36.8%	58,094	99,724
Rhode Island	Verizon	2/24/02	0.4%	37.2%	58,710	99,108
Vermont	Verizon	4/17/02	0.2%	37.4%	59,081	98,737
Georgia	BLS	5/15/02	2.7%	40.1%	63,302	94,516
Louisiana	BLS	5/15/02	1.5%	41.6%	65,690	92,128
Maine	Verizon	6/19/02	0.5%	42.1%	66,435	91,383
New Jersey	Verizon	6/24/02	4.2%	46.3%	73,122	84,696
Alabama	BLS	9/18/02	1.3%	47.6%	75,122	82,696
Kentucky	BLS	9/18/02	0.8%	48.4%	76,375	81,443
Mississippi	BLS	9/18/02	0.9%	49.3%	77,743	80,076
North Carolina	BLS	9/18/02	1.6%	50.8%	80,248	77,571
South Carolina	BLS	9/18/02	1.0%	51.8%	81,757	76,061
New Hampshire	Verizon	9/25/02	0.5%	52.3%	82,533	75,285
Delaware	Verizon	9/25/02	0.4%	52.7%	83,143	74,675
Virginia (fBA)	Verizon	10/30/02	2.3%	54.9%	86,702	71,116
California	SBC	12/19/02	11.3%	66.3%	104,605	53,213
Florida	BLS	12/19/02	4.2%	70.5%	111,190	46,628
Tennessee	BLS	12/19/02	1.7%	72.2%	113,879	43,939
Washington	Q	12/27/02	1.9%	74.1%	116,905	40,914
Colorado	Q	12/27/02	1.4%	75.5%	119,167	38,651
Iowa	Q	12/27/02	0.7%	76.2%	120,280	37,538
Utah	Q	12/27/02	0.6%	76.8%	121,207	36,611
Nebraska	Q	12/27/02	0.5%	77.3%	121,959	35,859
Idaho	Q	12/27/02	0.4%	77.7%	122,550	35,268
Montana	Q	12/27/02	0.3%	77.9%	122,975	34,843
North Dakota	Q	12/27/02	0.2%	78.1%	123,228	34,591
Wyoming	Q	12/27/02	0.1%	78.2%	123,437	34,381
Maryland	Verizon	3/17/03	2.5%	80.7%	127,419	30,399
Washington D.C.	Verizon	3/17/03	0.6%	81.4%	128,422	29,397
West Virginia	Verizon	3/17/03	0.5%	81.9%	129,283	28,535
Nevada	SBC	4/14/03	0.2%	82.2%	129,667	28,151
New Mexico	Q	4/15/03	0.5%	82.7%	130,455	27,363
Oregon	Q	4/15/03	1.1%	83.7%	132,132	25,686
South Dakota	Q	4/15/03	0.2%	83.9%	132,405	25,413
Total 271 Approved Lines			**83.9%**	**83.9%**	**132,405**	**25,413**
Unapproved States						
Minnesota	Q	FCC decision due 6/26/03 W/D- Expected Re-filing	1.5%	88.8%	140,075	17,743
Michigan	SBC	5/03	3.4%	87.3%	137,767	20,051
Arizona	Q	Expected filing by 5/03	1.6%	90.3%	142,545	15,273
Wisconsin	SBC	Expected filing by 7/03	1.3%	91.6%	144,630	13,188
Wisconsin	SBC	Expected filing by 7/03	2.6%	94.2%	148,702	9,116
Illinois	SBC	Expected filing by 9/03	4.3%	98.5%	155,505	2,313
Indiana	SBC	Expected filing by 9/03	1.5%	100.0%	157,818	0
Total RBOC Access Lines			**100.0%**	**100.0%**	**157,818**	0

Source: Company reports, Banc of America Securities LLC estimates.

Local Revenue Estimates Factor in Slowing Adds and Falling ARPU

Local Revenue Drivers

Net Subscriber Adds(000) vs. Average Monthly Revenue Per User ($)



Source: Company reports, Banc of America Securities LLC estimates.

We conservatively estimate that AT&T's largest net subscriber gains occurred in 4Q02. Our state-by-state UNE-P model (details of the model are discussed later in this report) suggests that net adds (gross subscriber adds less churn) should taper off following a strong fourth quarter. The final details of AT&T's UNE-P plan will not likely emerge until the FCC releases its Final Order (expected in late mid to late-May). Accordingly, at this time we believe conservative net add estimates are appropriate. Should the FCC's Final Order allow AT&T greater latitude on the UNE-P front, we would expect AT&T to more aggressively attack the local market and the results of this effort would show in greater net adds in future quarters.

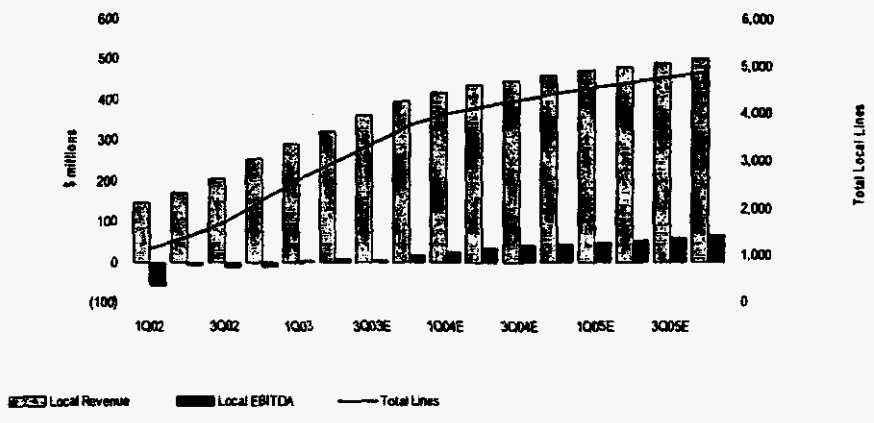
Churn is a key driver of the decline in net adds. MCI disclosed in an ex-parte bankruptcy court filing on November 15, 2002 that it is experiencing high levels of monthly churn for its local and long distance bundled "neighborhood" subscribers. On average, MCI loses 25% of its Neighborhood customers within three months (9.1% monthly churn) and 50% within six months (12.7% monthly churn in months 4, 5 and 6). After six months the monthly churn drops substantially to 4-6% per month. AT&T management has indicated that churn for AT&T's local business resides much closer to that in the cellular industry but still above this level. We estimate AT&T monthly local churn at 4.6%, which implies an annual churn rate of 42.8% of its customer base. We would note there is a substantial divergence in acquisition strategy between MCI and AT&T in terms of breadth with MCI mounting a substantial national telemarketing campaign and AT&T limiting its coverage to select geographies and customer segments.

AT&T churn will be inherently higher than that of the Bells. The Bells are fighting their own churn with a concerted local effort focused on bundled offerings including local, LD, regional calling, DSL, and/or wireless. The Bell win-back campaigns are not focused on lower prices, but are focused on offering a bundled package of services on one bill. Further, AT&T still experiences difficulty getting the Bells to switch customer bills

in a timely manner, getting dial tones for new customers from the Bells, and completing the switch from the Bell to AT&T. The negative experiences of some customers within the switching process will yield higher churn rates for AT&T and give the Bells a higher retention rate. The 4.6% average churn rate assumed for AT&T we believe is appropriately proportional to the average cellular churn rate of 2.4% for the big six wireless companies. Including the smaller wireless carriers and affiliates, the wireless churn rate is roughly 2.6%. We believe the wireless churn rate is a relatively close proxy for local churn, although we would expect local churn to be higher than wireless churn. The lack of local number portability is a solid churn defense for the wireless companies (LNP is available for local service) and is only partially offset by service and network issues facing wireless carriers. In combination, the win-back campaign success of the Bells coupled with the ability of the Bells to drag their feet on the procedural front should hinder the long distance companies in substantially reducing the churn of its UNE-P local subscriber base.

Local EBITDA Will Begin Contributing in Late 2003

Local Revenue and EBITDA Growth
($ millions)



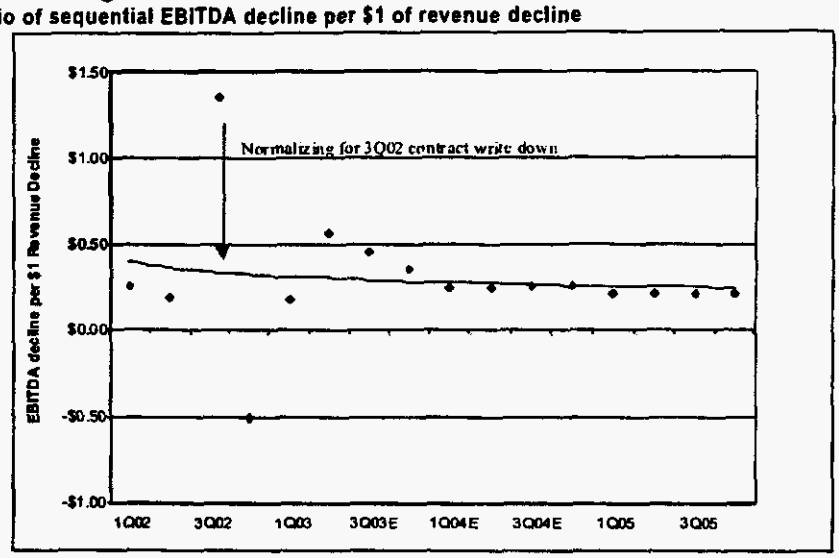
Source: Company reports, Banc of America Securities LLC estimates.

Local EBITDA should become a steady contributor to AT&T's total EBITDA. In the near term, we expect AT&T to continue to expand its local customer base. As this local footprint grows, AT&T should benefit from scale and margins should improve. Longer term, we estimate AT&T can generate 54% gross margins and 17% EBITDA margins from the local business. Accordingly, we estimate the local segment will produce EBITDA of roughly $50 million per quarter by 2004. In our view, the EBITDA generated by the local business is really the smaller of the two benefits to AT&T from the local business. The real benefit to AT&T from its local offering stems from the potential lower churn in its long distance business. With the RBOCs rolling out unlimited bundled local, long distance and regional calling plans, AT&T needs a product to compete in today's changing wireline telecom market. AT&T is able to offer the same bundled calling package as the RBOCs, which should slow, but not stop, the market share gains of the RBOCs. AT&T has primarily targeted states where UNE-P pricing is competitive

(i.e. can supports at least a 45% gross margin). However, the company has also focused on entering big states where the RBOCs have already attained 271 approval or are in the process of doing so. Finally, AT&T has focused on the Ameritech states, where SBC has had difficulty with the 271 process, which should allow AT&T to build market share and establish a solid customer foundation in place prior to SBC entering the market.

We Expect Continued Consumer Cost Variability...

Variabilizing Costs in Consumer
Ratio of sequential EBITDA decline per $1 of revenue decline

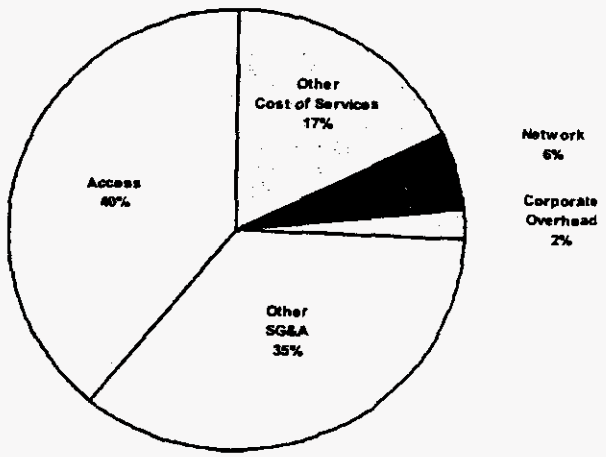


Source: Company reports, Banc of America Securities LLC estimates.

We believe AT&T will continue successfully offsetting a large portion of revenue declines with cost reductions in the Consumer segment. Managing costs is a crucial component of maximizing Consumer EBITDA, especially given our forecasts for substantial revenue declines. AT&T has been successful in cost rationalizing in the past, giving us confidence that the company can do so going forward. For every $1 revenue decline, the Consumer segment lost just $0.26 in 1Q02 and 0$.18 in 2Q02. In 3Q02 the loss of a large pay phone contract caused the Consumer segment lose $1.35 of EBTIDA for every $1 revenue decline. Normalized to remove this one-time event, we believe 3Q02 was likely in line with 1Q02 and 2Q02. In 4Q02, the company was actually able to grow its Consumer EBITDA despite continued revenue declines, increasing EBITDA by $0.51 for every $1 it lost in revenue. In 1Q03, the company reported a $200 million revenue decline in Consumer, but only a $35 million decline in EBITDA, supporting or main thesis that the company can indeed variabilize costs and keep EBITDA declines relative to revenue declines at 2002 levels. The company noted that 1Q03 margins were improved by delayed marketing expenditure tied to the Gulf War and we project that the company's variabilization will ease in appearance in 2Q03. That said, as volume declines subside, we expect the unit's variability to re-emerge as cost cuts catch up with realized losses in 2004.

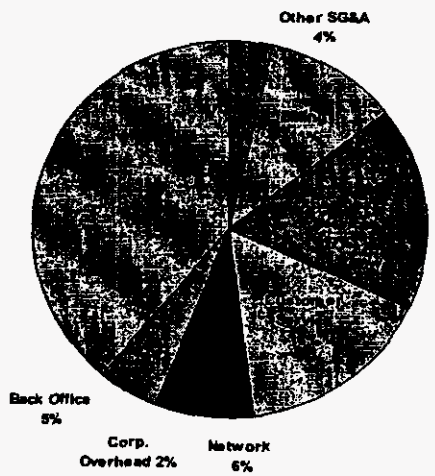
Based On AT&T's Cost Disclosures

2001 Consumer Cost Components (AT&T Data)



Source: Company reports, Banc of America Securities LLC estimates.

2001 Additional Consumer Cost Components (BAS estimated)



Source: Company reports, Banc of America Securities LLC estimates.

There are two big pieces of information to be gleaned from this analysis.

- First, there is a relatively small amount of shared expenses in Consumer that could be re-allocated to Business to affect margins there.

- Second, there appears to be a high degree of variability in the strictly Consumer-related expenses.

The extent to which AT&T can variabilize its costs will be the mitigating factor in the Consumer segment's ability to generate cash. It is therefore crucial to examine these costs in as great detail as possible given the company's tight disclosure on these items. AT&T breaks its costs down into three main categories—Access Costs, Costs of Service and Products, and SG&A. Based on our conversations with the company and our own estimates, we further break these costs into eight categories:

AT&T Consumer Cost Categories

Access Costs	(given)
Costs of Services and Products	(given)
Network *	(given)
Other Costs of Services	(given)
Sales General & Administrative	(given)
Billing	*(estimate)*
Customer Service	*(estimate)*
Corporate Overhead *	(given)
Back Office	*(estimate)*
Other SG&A	*(estimate)*

* Data for 2000 and 2001 provided in proxy statements

Source: Company reports, Banc of America Securities LLC estimates.

We base our cost breakdown on information provided in the proxy statements for the periods leading up to the Broadband spin off and the details provided with respect to the aborted Consumer Services Group tracking stock spin-off. In these proxy statements, the company disclosed Consumer network and corporate overhead expenses. Network costs are booked in cost of services and corporate overhead is booked in SG&A. Within the SG&A expense line item, the company only provides total SG&A expense and the corporate overhead expenses. Thus, we estimated the breakdown of SG&A between billing, customer service, and back office. Further, since the company does not provide this level of detail in its standard filings, we only have the details of these costs for 2000 and 2001. We assumed the percentage allocation of the SG&A expense items will be similar in 2002 going forward. The only substantial potential impact to this assumption is the change in access charge rates that has taken place under the CALLS proposal which will have compressed access costs in 2002 vs. 2001. That said, access charges fell commensurately with AT&T's other Consumer cost components into 2002 and the percentage of total costs remains generally the same.

In our view, the key to this cost breakdown is the determination of the fixed costs in this equation, which are Network and Corporate Overhead costs. The estimated allocation between Billing, Customer Service, Back Office and other SG&A is not as crucial to understanding the cost structure, since the majority of the costs in these items appear to be quite variable in nature. Thus, we believe we can look at these costs as a group of primarily variable costs. As such, we believe AT&T can reduce Access, other costs of Service, Billing, Customer Service, Back Office and Other SG&A costs to match declining revenue, although the nature of these costs will make it difficult for the company to precisely time these cost reductions.

BAS Estimated Consumer Cost Breakdown
2000, 2001 and 2002

	Fixed/ Variable	Actual/ Estimate	Cost Breakdown 2000	2001	2002E	Cost Breakdown 2000	2001	2002
Access	**Variable**	**Actual**	**5,120**	**3,995**	**3,257**	**43%**	**39%**	**38%**
Network	Fixed	Actual	846	601	500	7%	6%	6%
Other Cost of Service	Variable	Actual	1,711	1,781	1,507	14%	17%	18%
Total Cost of Services		**Actual**	**2,557**	**2,382**	**2,007**	**22%**	**23%**	**24%**
Corp. Overhead	Fixed	Actual	244	234	234	2%	2%	3%
Billing	*Variable*	*Estimate*	*1,240*	*1,100*	*900*	*11%*	*11%*	*11%*
Customer Service	*Variable*	*Estimate*	*1,800*	*1,600*	*1,300*	*15%*	*16%*	*15%*
Back Office	*Variable*	*Estimate*	*540*	*500*	*400*	*5%*	*5%*	*5%*
Other SG&A	*Variable*	*Estimate*	*304*	*371*	*412*	*3%*	*4%*	*5%*
Total SG&A		**Actual**	**4,128**	**3,805**	**3,246**	**35%**	**37%**	**38%**
Total Costs		Actual	**11,805**	**10,182**	**8,510**	**100%**	**100%**	**100%**

Source: Company reports, Banc of America Securities LLC estimates.

Access Costs

Access Costs. In the Consumer segment, access costs represent the largest cost to the company (39% of Consumer costs in 2001). Since these costs are based primarily on minutes of use, they are almost entirely variable to volume losses, which is the biggest issue when contemplating Bell 271 entry. A small component of access costs are fixed, including some contractual term and volume conditions with the Bells for special access (which is actually more likely in Business than Consumer) and fixed costs for WorldNet, AT&T's dial up Internet service. AT&T pays the Bells roughly $0.0055 on each end for terminating and originating voice traffic based on the CALLS rate, which is inclusive of tandem fees. In addition, AT&T pays universal service. In the non-Bell footprint (mostly RLECs), the CALLS rate is not used and AT&T pays NECA rates which can range well above CALLS rates. For AT&T, term and volume are not useful in attaining substantially better rates and the company will need to develop its own footprint to make any dent in the access cost component. We expect AT&T's access charges to decline proportionally with declines in minutes of use.

Costs of Services and Products

Network Expenses. For Consolidated AT&T, the network expense is generally a fixed cost. However, for the Consumer segment, the costs are variable. AT&T's Consumer segment purchases network related services from AT&T Business at cost-based prices, which approximate market based prices. The amount of network-related services the Consumer segment realizes is a function of usage. As such, the network costs for the Consumer segment are variable. However, for the consolidated AT&T, the costs are more fixed since the Business segment will pick up the difference between actual network costs and what it receives from the Consumer segment. Essentially, the Business segment owns and operates the network, selling services to Consumer at a price per minute basis. According to the May 2002 proxy, the Consumer segment purchased network services totaling $1.249 billion in 1999, $846 million in 2000, and $601 million in 2001. These inter-company items are booked as elimination of expense items and are not booked as revenue for the business unit. There are no inter-company payables for these services as

amounts are deemed to be settled in cash. For 2001, network services costs of $601 million represented 25.2% of the $2.38 billion cost of services total.

General costs of services (i.e. excluding Network Expenses). Cost of services, excluding Network services, represented 74.8% of the cost of services expense in 2001. These costs include other non-transport costs of services such as printing of pre-paid cards, information operators, and bad debt expense. We believe these costs are highly variable for AT&T Consumer.

Sales, General, and Administrative (SG&A)

A constant concern of the investors has been that the Consumer segment contains hidden fixed costs that the Business segment, and the consolidated AT&T will need to support as the Consumer segment shrinks. In our study of the cost structure of the Consumer segment, our conclusion is that this fear is not supported by the data.

SG&A expenses include billing, customer service, back office, corporate overhead expenses, advertising, research and development, and general and administrative expenses. By and large, these costs are at least partially variable. AT&T has already reduced its SG&A run rate by reducing headcount and the company plans to continue to use headcount reduction as a means to cut SG&A expenses, targeting 3,500 additional layoffs in 2003. However, there is a time lag with respect to the impact of layoffs on the financial statements. Management indicated that it takes several months to match revenue with headcount. Thus, AT&T must walk the fine line of managing headcount to stay just ahead of the curve. That said, once cutting has begun, whether it relates directly to the current period or to prior periods, each quarter it will have a beneficial effect. In aggregate, SG&A represented 35% of revenue in 2000, 37% in 2001 and 38% in 2002, slight increases as a percentage of revenue since 2000. However, considering AT&T Consumer revenue declined 47% from 2000 to 2002, it appears the company has indeed been successful in reducing SG&A costs as revenue falls.

Billing. Billing expenses are both variable and fixed. Lost customers yield variable billing costs, since the company has one less monthly bill to handle and one less customer to monitor. Thus, as the RBOCs continue to take market share, we expect AT&T to reduce its billing costs since it will compile, distribute and collect fewer monthly bills. However, billing costs from existing customers simply making fewer calls are not variable. While AT&T has been in the billing business for many years and has made advances in the process, there are still specialized firms that can handle the process more efficiently. As a result, AT&T began a process to look for outside help in billing and collections. In April 2003, AT&T executed on half of this initiative through a 5-year $500 million extension to its existing agreement with Accenture in January 2003 to further reduce costs by preparing for bill collection and other issues in the Consumer segment. We believe AT&T continues to search for a strategic partner for its billing operations. We estimate billing costs to represent 11% of total Consumer costs.

Customer service. AT&T Consumer Services uses an integrated sales and service team to solicit and handle customer contact opportunities. The customer care centers consist of a network of internal and external vendors and AT&T generally pays its vendors based on a contracted hourly rate and some on a pay-for-performance scale methodology. AT&T has a total 22 service centers, of which ten are operated by AT&T and 12 are outsourced to outside vendors. In 2002, these service centers handled 9 million calls per month.

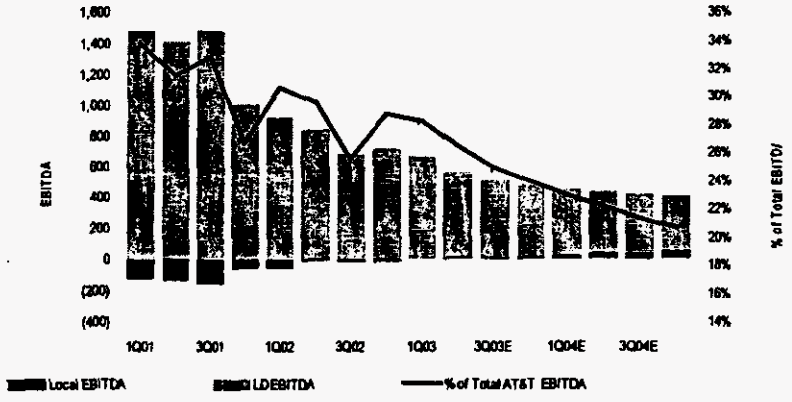
On January 15, 2002, AT&T undertook a substantial step in variabilizing its cost structure through outsourcing a portion of it customer service requirements to Accenture (ACN, $15.79, N/R) in what is termed its 'co-sourcing' arrangement. AT&T signed a five year, $2.6 billion "co-sourcing" agreement with Accenture in which the two companies agreed to work together to transform AT&T Consumer's long distance sales and customer care operation. AT&T retained responsibility for establishing strategic business direction, defining marketing strategies and designing product offerings. Accenture was brought in to provide new technology development and ongoing management direction to increase operational efficiency, reduce costs, and improve productivity and flexibility. At the time of the deal, AT&T expected the contract to reduce sales and customer care costs by more than half over the life of the agreement. Accenture provides personnel to lead the effort and implement technology and process improvements. We estimate customer service costs to represent 15% of total Consumer costs.

Back office. AT&T outsources a meaningful portion of its back office IT functions to a number of specialized companies. The expense to AT&T as a result should vary with volume and customer counts. As the number of customers falls, the amount of back office support required should fall as well. We estimate that back office services represent 5% of total Consumer costs.

General corporate overhead expenses (allocated). AT&T allocates general corporate overhead expenses to both the Business and Consumer segments. These costs are included in SG&A and for the Consumer segment totaled $234 million in 2001, $244 million in 2000, and $335 million in 1999. We expect these costs to remain fairly constant for AT&T in the near term and thus, do not expect to see substantial variability in this expense item. General corporate overhead represented 2% of total Consumer costs in 2000 and 2001.

Declines in EBITDA Will Continue But at a Decelerating Rate

Consumer EBITDA Estimates
($ millions)



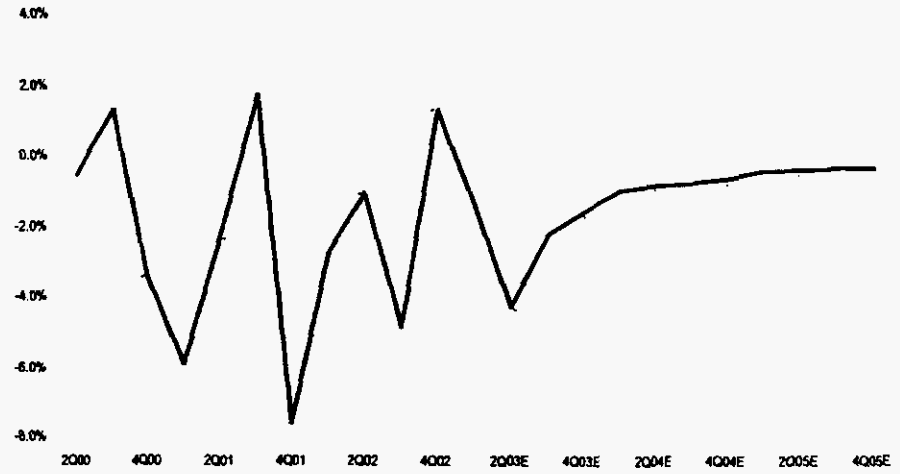
Source: Company reports, Banc of America Securities LLC estimates.

In two years we expect the Consumer segment to represent less than 20% of total AT&T EBITDA, with the remainder coming from Business services. In our view, the Consumer segment's contribution to overall EBITDA will decline in perpetuity, minimizing the importance of this segment to the long term picture. For 2003, we estimate a 22.5% Consumer EBITDA decline, from $2.8 billion in 2002 to $2.2 billion in 2003. For 2004, we expect even greater percentage declines. We project Consumer EBITDA to fall 23.0% in 2004 to $1.7 billion. Conversely, we project Business EBITDA to fall much slower in 2003, by 15.3% to $6.4 billion and by 3.1% in 2004 to $6.2 billion a level very consistent with the Bells at substantially cheaper valuation.

We note that while we do forecast significant declines in Consumer EBITDA, we do not expect the declines will be felt in perpetuity, since in our view the Bells cannot take market share at current rates forever. Thus, after 2004, we expect the annual EBITDA decline in Consumer to drop from 23.0% in 2004 to 11.0% in 2005. We expect the Consumer EBITDA declines to reach a steady state 3-6% decline by 2007, which in our view would still leave roughly $1.0-$1.3 billion per annum in EBITDA from this segment. For the Business segment, we expect EBITDA growth longer term, as the economy moves along the business cycle and demand increases, although our estimates remain conservative for the company. We project Business EBITDA growth of 2.4% in 2005, 1.3% in 2006, and 1.5% in 2007. While this is a longer term outlook than most investors appear to be taking, we believe that the longer term business mix at AT&T is going to improve and the company will generate EBITDA growth in the long run as a result.

Declines In Consumer Will Fade In Relevance To Earnings

Consumer EBITDA Headwind
EBITDA as a % of total EBITDA x Rate of EBITDA decline



Source: Company reports, Banc of America Securities LLC estimates.

As Consumer becomes a smaller part of the company, we expect the headwind from Consumer EBITDA losses to also decline. The output of multiplying EBITDA as a percentage of total EBITDA times the rate of EBITDA is the Consumer headwind. As the headwind percentage falls, so does the rate of EBTIDA growth required by the larger Business segment in order to compensate for Consumers declines. As Consumer EBITDA as a percentage of total EBITDA shrinks, the sequential declines in this segment will have a smaller impact on overall results, and thus the headwind approaches zero.

State-By-State AT&T UNE-P Model

We have constructed a state-by-state UNE-P model for AT&T for purposes of inclusion in our AT&T financial model. In our UNE-P model, we have broken down AT&T's local customer base into states where AT&T currently offers service and guesstimated new states we believe could be next on the radar screen for the company (including the recently announced state of Massachusetts). We base our model on the limited disclosures from the company regarding customer demographics, UNE-P related data points published by the National Regulatory Research Institute (NRRI) in January 2003, and several key assumptions based on details provided by management in press releases, public documents, and conference calls over the past several quarters. To date, AT&T has not disclosed total UNE-P customers by state, but has disclosed total customers by quarter and other market share data. The company also disclosed in January that it reached a mid single digit market share in all states where it offered service at the end of 2002. Based on this information and our analysis of data provided by AT&T at its UNE-P investor day in September 2002, we constructed our view of AT&T's state-by-state customer totals and forward looking estimates.

For each state, the NRRI pricing study served as the base for our UNE-P rate and average revenue per customer assumptions. Our average UNE-P cost estimate in each state is the weighted average sum of the loop, port, switching and transport rates in zones 1, 2, and 3, as determined by the NRRI study which possibly overstates the true cost to AT&T if its lines are focused primarily in Zones 1 and 2. We assumed constant UNE-P prices going forward as a simplifying assumption but because our model is dynamic by state, we will be able to capture future changes.. On the revenue side, we also referred to the NRRI study to determine a state specific revenue estimate per UNE-P subscriber. We assumed AT&T currently receives a 10% premium to the NRRI calculated state-by-state revenue estimates (consistent with historical revenue rates for AT&T's local offering) and that this premium falls quarterly until the state rates are equal to the calculated rates from the NRRI study.

For the purposes of our model, we assumed what we deem to be an appropriate $125 acquisition cost per gross add and SG&A expenses of 25% of local revenue. Our estimated quarterly churn rate (discussed earlier) rises from 4.5% in 4Q02 to 4.6% and falls back to 2.4% by 2006 in each state as customers settle down with their bundled services. We note that the model is sensitive to changes in the assumed CPGA, churn, and SG&A costs, as would be expected in a new and growing business. We expect greater clarity and detail from the company in coming months to allow us to fine tune these assumptions and closely track the performance of the local UNE-P rollout.

We estimated historical state-by-state UNE-P customer totals based on limited market share data provided by the company. The market share totals disclosed by the company are based on total state households, not access lines. To estimate the state-by-state addressable market for AT&T (defined by the company as the number of households in each state), we assumed 1.19 lines per household in 4Q02 and that this total would decline over time to 1.14 as second lines become less prevalent in the average household. We estimated the number of local customers in each state using a combination of data from the UNE-P investor day, historical press releases regarding specific states, and the recent market share data provided in the 4Q02 earnings call. Going forward, we forecast AT&T to take a 10-14% local share in the states it enters, which translates into 3.9 million customers by 4Q03, 4.5 million customers by 4Q04 and 5.2 million customers by 4Q06.

AT&T management is targeting an expansion of its UNE-P service into a total of 19-22 states in 2003, which should cover more than 75% of RBOC lines. According to AT&T, it will only enter states that can support a 45% gross margin requirement based on the spread between established UNE-P rates and existing local service retail rates. The payback period per gross customer add is 7-14 months, implying that AT&T's UNE-P breakeven and profitability strategy is highly sensitive to customer churn. While the program has seen some initial success to date, we don't perceive AT&T's UNE-P strategy as the panacea for stemming substantial revenue losses in the immediate term. Rather, we view this as a longer-term strategy intended to battle the RBOCs as a viable and survivable vertically integrated service provider and reduce churn in its own core consumer LD market. The program's aim is to target and retain high-valued customers in order to further improve the economics of its consumer division as competition heats up in anticipation of RBOC long distance entry. AT&T has achieved a mid-single digit share in each of the 8 markets in which it offers All Distance service.

We completed a state-by-state UNE-P gross margin analysis to determine which states could be targeted for UNE-P service by AT&T. With respect to new states where AT&T will expand its local service offerings, the company has to date only announced specific plans to enter the state of Massachusetts with UNE-P service, although we believe the company will take advantage of expected rate reductions from other states such as Massachusetts. The company has not specified which other states it will enter to reach its targeted 19-22 states by the end of 2003. However, the company has previously stated that it will only enter states where it can generate a 45% gross margin. Based on UNE-P rate data and average revenue per line data from the NRRI, we ranked the states where AT&T does not offer UNE-P service by gross margin in an attempt to get a better idea of which states could be next. According to this data, 25 states currently meet the 45% gross margin threshold. All 10 states (including D.C.) where AT&T offers local service via UNE-P meet the 45% UNE-P threshold, with D.C. leading the pack at 84% and Texas at the bottom at 45%.

Our gross margin analysis suggests that Wisconsin, Maryland, Kentucky, South Carolina and Tennessee could be the next states in which AT&T announces a local UNE-P service offering. For these potential new states we chose states that at least meet the 45% gross margin estimate. In South Carolina, we estimate a 54% gross margin and believe this could be an attractive state for AT&T since the South Carolina PUC is currently in the midst of a UNE-P rate study that could lower the rates even further. In Kentucky (50% average gross margin) and Maryland (51% average gross margin), AT&T could also see near-term rate reductions due to pending PUC rate studies. Finally, we believe Wisconsin (54% average gross margin) and Tennessee (average 55% gross margin) would also be attractive UNE-P states for AT&T due to the high gross margins. We believe AT&T could soon enter the Pennsylvania, a state that currently does not meet the 45% gross margin hurdle rate but has a pending rate study that could result in reduced UNE-P rates in the near term. AT&T may refrain from entering several states that have rates that could support 45% gross margins but have unfriendly PUCs, have a lack of zone 1 density, or have other strategic problems with respect to entry. Please see the following table for our state-by-state UNE-P rate, local revenue, and gross margin estimates.

Projecting the remaining five states that will bring AT&T to 19-22 total states involves a great deal of uncertainty. At this level of detail, there are numerous possibilities and little in the form of data to make a sound estimate. Nonetheless, these additional states still represent an opportunity for AT&T. To complete the model, at this time, we have chosen to add in the next five highest states with that represent the best economic opportunity for AT&T with respect to average gross margins.

Please see our full UNE-P model located in Appendix I.

We estimate the capex required to migrate local customers to a facilities based network to be $364 million in 2004 and $400 million in 2005 which is in our current AT&T model. Since the FCC's Final Order is still not public, it is still relatively early in the local business model to get a true sense for the costs AT&T will need to incur to switch its local UNE-P customers to a facilities based network. In fact, to date it is still not clear how quickly AT&T will need to complete this migration or when it will begin. Nonetheless, we estimated the capital requirements assuming that AT&T transfers 40% of its base in 2004 and another 40% of its base in 2005 for a total of 80% base migration. We assumed that the company could put two users per port on its network, with a $200 cost per port and a $200 labor cost per user to migrate to the network. We also assume local maintenance capex of roughly $100 million per annum (5% of local revenue). We estimate AT&T will dilute its FCF by $270 million in 2004, $259 million in 2005, at which time the company will generate positive FCF from its local operations totaling $38 million in 2006, $80 million in 2007, and $89 million in 2008.

AT&T Local Capex and Free Cash Flow Estimates Assume 80% UNE-P to UNE-L Migration

($ millions, except per port and labor costs)

	2002E	2003E	2004E	2005E	2006E	2007E	2008E	2009E	2010E	2011E	2012E
Local EBITDA	(85)	34	156	235	324	367	382	399	405	422	429
(tax affected Local EBITDA)	(51)	20	93	141	195	220	229	239	243	253	257
Migration capex			**Base subscribers**		**Incremental subscribers**						
Users per port			2	2	2	2	2	2	2	2	2
Cost per port			$200	$200	$200	$200	$200	$200	$200	$200	$200
Labor cost to switch			$200	$200	$200	$200	$200	$200	$200	$200	$200
Capex at migration rate of X%											
10%											
20%											
30%			$273	$300							
40%			$364	$400							
50%			$455	$500							
60%											
70%											
80%					$54	$36	$33	$24	$28	$15	$7
90%					$61	$40	$37	$27	$32	$16	$8
100%					$68	$45	$41	$30	$35	$18	$9
Assumed switch migration capex			**$364**	**$400**	**$61**	**$40**	**$37**	**$27**	**$32**	**$16**	**$8**
Local maintenance capex					95	100	103	106	108	110	111
Estimated Local FCF	**(55)**	**22**	**(270)**	**(259)**	**38**	**80**	**89**	**106**	**103**	**127**	**138**

Source: Company reports, Banc of America Securities LLC estimates.

State-By-State UNE-P Gross Margin Analysis Based on January 1, 2003 Data

($ Monthly rates)

State	Density Weighted Average Monthly UNE-P rate (w/transport)	Average Monthly Revenue Per Line	Average Gross Margin
Current AT&T UNE-P States			
DC	$5.72	$36.57	84%
Illinois	12.51	36.56	66%
Indiana	11.99	33.06	64%
Georgia	16.86	43.72	61%
New York	16.61	38.84	57%
Ohio	15.56	33.85	54%
Michigan	14.51	30.88	53%
California	13.07	26.76	51%
New Jersey	13.38	26.09	49%
Texas	20.09	36.65	45%
Massachusetts	22.62	31.98	29%
Potential New States			
Wisconsin	15.32	33.53	54%
South Carolina	19.26	41.97	54%
Florida	16.46	34.58	52%
Kentucky	20.55	41.17	50%
Tennessee	17.98	39.73	55%
Louisiana	19.95	43.87	55%
Nebraska	19.57	41.51	53%
Alabama	20.59	42.67	52%
Mississippi	25.25	51.50	51%
Maryland	16.62	33.94	51%
Remaining States			
Colorado	21.12	42.64	50%
Arkansas	17.51	34.86	50%
Utah	18.11	35.41	49%
North Carolina	19.10	37.28	49%
Kansas	18.72	33.85	45%
Virginia	18.98	34.07	44%
North Dakota	20.83	37.32	44%
Washington	18.37	32.30	43%
Arizona	19.45	34.06	43%
Vermont	20.99	36.70	43%
Delaware	16.99	28.89	41%
Missouri	21.10	34.51	39%
Rhode Island	19.53	31.05	37%
West Virginia	25.46	40.45	37%
Oklahoma	20.78	31.74	35%
Maine	20.50	30.92	34%
Pennsylvania	19.13	28.55	33%
Wyoming	28.75	42.54	32%
Minnesota	23.58	33.30	29%
New Hampshire	21.77	30.63	29%
Idaho	24.69	34.29	28%
New Mexico	23.88	32.90	27%
Iowa	20.45	26.71	23%
Connecticut	24.94	32.04	22%
Oregon	19.32	24.20	20%
Montana	28.67	35.13	18%
South Dakota	29.54	33.51	12%
Nevada	32.05	29.31	-9%

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

Appendix I: UNE-P Model

AT&T UNE-P State by State Model Example
Texas and Michigan

	2001	2002E	2003E	2004E	2005E
Texas					
UNE-P Subscribers (Beginning)	85,448	367,996	471,051	539,697	589,600
Gross Adds	160,708	427,223	378,144	324,996	287,637
note: p/p change		*165.8%*	*-11.5%*	*-14.1%*	*-11.5%*
Churn	19,767	188,568	256,559	275,659	240,039
Net Adds	140,940	238,655	121,585	49,337	47,598
UNE-P Subscribers (Ending)	**140,940**	**379,595**	**501,180**	**550,518**	**598,115**
Average UNE-P Subscribers	70,470	260,268	440,388	525,849	574,316
Total households	5,638	5,462	5,332	5,243	5,156
note: p/p change	*nm*	*-3.1%*	*-2.4%*	*-1.7%*	*-1.7%*
Penetration	2.5%	7.0%	9.4%	10.5%	11.6%
Revenue per sub (monthly)	$40.32	$40.32	$39.32	$37.77	$36.55
Total revenue opportunity	2,727	2,642	2,516	2,376	2,262
AT&T revenue	**19**	**163**	**210**	**239**	**252**
- UNE-P cost per line	$20.09	$20.09	$20.09	$20.09	$20.09
= AT&T gross margin	**9**	**82**	**103**	**112**	**114**
note: % of revenue	*50.2%*	*50.2%*	*48.9%*	*46.8%*	*45.0%*
- Cost per gross add	10	13	12	10	9
- SG&A	5	41	52	60	63
= AT&T UNE-P EBITDA	**(15)**	**(12)**	**3**	**11**	**15**
note: % of revenue	*-81.4%*	*-7.6%*	*1.3%*	*4.8%*	*5.8%*
Michigan					
UNE-P Subscribers (Beginning)		205,448	290,823	319,252	334,651
Gross Adds		311,927	227,125	185,947	154,942
Note: p/p change		*nm*	*-27.2%*	*-18.1%*	*-16.7%*
Churn		82,287	156,901	163,738	137,754
Net Adds		229,640	70,224	22,210	17,188
UNE-P Subscribers (Ending)		**229,640**	**299,864**	**322,074**	**339,262**
Average UNE-P Subscribers		114,820	264,752	310,969	330,668
Total households		2,982	2,911	2,863	2,815
Note: p/p change		*nm*	*-2.4%*	*-1.7%*	*-1.7%*
Penetration		7.7%	10.3%	11.3%	12.1%
Revenue per sub (monthly)		$33.97	$33.13	$31.82	$30.80
Total revenue opportunity		1,216	1,157	1,093	1,041
AT&T revenue		**57**	**107**	**120**	**122**
- UNE-P cost per line		$15.16	$14.51	$14.51	$14.51
= AT&T gross margin		**32**	**60**	**65**	**65**
Note: % of revenue		*55.7%*	*56.2%*	*54.4%*	*52.9%*
- Cost per gross add		10	7	6	5
- SG&A		14	27	30	31
= AT&T UNE-P EBITDA		(21)	5	12	15
Note: % of revenue		*-37.5%*	*4.6%*	*10.0%*	*12.0%*

Source: Company reports, Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

UNE-P Penetration Rates and Subscriber % by State

	2001	2002E	2003E	2004E	2005E
Penetration Rate Summary					
Texas	2.5%	7.0%	9.4%	10.5%	11.6%
Michigan		7.7%	10.3%	11.3%	12.1%
Illinois		4.7%	8.0%	10.4%	11.2%
Indiana			4.2%	6.3%	8.3%
Ohio		5.5%	8.7%	10.0%	11.0%
California		4.3%	8.1%	9.9%	11.5%
Georgia		4.0%	6.0%	7.1%	8.2%
New York	8.0%	13.3%	14.7%	14.9%	15.3%
New Jersey		4.5%	8.3%	8.7%	9.5%
Washington D.C.			3.7%	5.7%	7.7%
Massachusetts			3.7%	4.9%	5.8%
Wisconsin (BAS estimated target)			3.7%	4.9%	5.8%
South Carolina (BAS estimated target)			2.5%	4.6%	5.6%
Florida (BAS estimated target)			2.5%	4.6%	5.6%
Kentucky (BAS estimated target)			2.5%	4.6%	5.6%
Tennessee (BAS estimated target)			2.5%	4.6%	5.6%
Louisiana (BAS estimated target)			2.5%	4.6%	5.6%
Nebraska (BAS estimated target)			2.5%	4.6%	5.6%
Alabama (BAS estimated target)			2.5%	4.6%	5.6%
Mississippi (BAS estimated target)			2.5%	4.6%	5.6%
Maryland (BAS estimated target)			3.7%	4.9%	5.8%
% Subs by state					
Texas	22%	16%	13%	12%	12%
Michigan	0%	9%	8%	7%	7%
Illinois	0%	7%	8%	8%	8%
Indiana	0%	0%	1%	2%	2%
Ohio	0%	5%	5%	5%	5%
California	0%	18%	20%	21%	22%
Georgia	0%	4%	3%	3%	4%
New York	78%	34%	23%	19%	18%
New Jersey	0%	7%	7%	6%	6%
Washington D.C.	0%	0%	0%	0%	0%
Massachusetts	0%	0%	2%	2%	2%
Wisconsin (BAS estimated target)	0%	0%	1%	1%	1%
South Carolina (BAS estimated target)	0%	0%	1%	1%	1%
Florida (BAS estimated target)	0%	0%	2%	4%	4%
Kentucky (BAS estimated target)	0%	0%	0%	1%	1%
Tennessee (BAS estimated target)	0%	0%	1%	2%	2%
Louisiana (BAS estimated target)	0%	0%	1%	1%	1%
Nebraska (BAS estimated target)	0%	0%	0%	0%	0%
Alabama (BAS estimated target)	0%	0%	1%	1%	1%
Mississippi (BAS estimated target)	0%	0%	0%	1%	1%
Maryland (BAS estimated target)	0%	0%	2%	2%	2%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

UNE-P Net Subscriber Adds and Total Subscribers

	2001	2002E	2003E	2004E	2005E
Net Add Summary					
Texas	140,940	238,655	121,585	49,337	47,598
Michigan	0	229,640	70,224	22,210	17,188
Illinois	0	176,805	120,130	82,660	22,427
Indiana	0	0	52,987	25,172	23,106
Ohio	0	125,283	68,171	25,208	17,881
California	0	430,415	361,054	159,792	135,433
Georgia	0	89,318	41,955	21,979	23,656
New York	512,972	322,089	60,242	(13,814)	6,027
New Jersey	0	159,023	125,496	6,144	20,516
Washington D.C.	0	0	8,525	4,275	4,153
Massachusetts	0	0	77,540	22,760	16,220
Wisconsin (BAS estimated target)	0	0	41,511	12,666	8,954
South Carolina (BAS estimated target)	0	0	21,031	16,458	7,583
Florida (BAS estimated target)	0	0	91,556	72,754	34,086
Kentucky (BAS estimated target)	0	0	17,251	13,470	6,191
Tennessee (BAS estimated target)	0	0	38,855	30,325	13,932
Louisiana (BAS estimated target)	0	0	32,564	25,496	11,754
Nebraska (BAS estimated target)	0	0	9,677	7,968	3,788
Alabama (BAS estimated target)	0	0	27,299	21,103	9,589
Mississippi (BAS estimated target)	0	0	18,855	14,856	6,896
Maryland (BAS estimated target)	0	0	72,670	21,330	15,201
Total	**653,913**	**1,771,227**	**1,479,179**	**642,148**	**452,180**
Total Subscriber Summary					
Texas	140,940	379,595	501,180	550,518	598,115
Michigan	0	229,640	299,864	322,074	339,262
Illinois	0	176,805	296,935	379,595	402,022
Indiana	0	0	52,987	78,159	101,265
Ohio	0	125,283	193,454	218,662	236,544
California	0	430,415	791,469	951,261	1,086,694
Georgia	0	89,318	131,273	153,252	176,908
New York	512,972	835,061	895,303	881,489	887,516
New Jersey	0	159,023	284,519	290,663	311,179
Washington D.C.	0	0	8,525	12,800	16,953
Massachusetts	0	0	77,540	100,300	116,520
Wisconsin (BAS estimated target)	0	0	41,511	54,177	63,131
South Carolina (BAS estimated target)	0	0	21,031	37,489	45,072
Florida (BAS estimated target)	0	0	91,556	164,310	198,396
Kentucky (BAS estimated target)	0	0	17,251	30,721	36,912
Tennessee (BAS estimated target)	0	0	38,855	69,180	83,113
Louisiana (BAS estimated target)	0	0	32,564	58,060	69,814
Nebraska (BAS estimated target)	0	0	9,677	17,644	21,432
Alabama (BAS estimated target)	0	0	27,299	48,402	57,991
Mississippi (BAS estimated target)	0	0	18,855	33,711	40,607
Maryland (BAS estimated target)	0	0	72,670	94,000	109,201
Total	**653,913**	**2,425,140**	**3,904,319**	**4,546,467**	**4,998,648**

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

UNE-P Revenue Per Access Line and Weighted Average Revenue Per User

($ Monthly rates)

	2001	2002E	2003E	2004E	2005E
Revenue Per Access Line Summary					
Texas	$40.32	$40.32	$39.32	$37.77	$36.55
Michigan		$33.97	$33.13	$31.82	$30.80
Illinois		$40.22	$39.22	$37.68	$36.46
Indiana			$35.47	$34.07	$32.97
Ohio		$37.24	$36.31	$34.88	$33.76
California		$29.44	$28.71	$27.58	$26.69
Georgia		$48.09	$45.74	$43.47	$43.47
New York	$42.72	$42.72	$40.63	$38.62	$38.62
New Jersey		$28.70	$27.29	$25.94	$25.94
Washington D.C.			$38.26	$36.36	$36.36
Massachusetts			$33.45	$31.80	$31.80
Wisconsin (BAS estimated target)			$35.08	$33.34	$33.34
South Carolina (BAS estimated target)			$43.90	$41.73	$41.73
Florida (BAS estimated target)			$36.17	$34.38	$34.38
Kentucky (BAS estimated target)			$43.07	$40.94	$40.94
Tennessee (BAS estimated target)			$41.56	$39.50	$39.50
Louisiana (BAS estimated target)			$45.89	$43.62	$43.62
Nebraska (BAS estimated target)			$43.42	$41.27	$41.27
Alabama (BAS estimated target)			$44.64	$42.43	$42.43
Mississippi (BAS estimated target)			$53.87	$51.21	$51.21
Maryland (BAS estimated target)			$35.50	$33.75	$33.75
Weighted ARPU					
Texas	8.69	6.31	5.05	4.57	4.37
Michigan	-	3.22	2.54	2.25	2.09
Illinois	-	2.93	2.98	3.15	2.93
Indiana	-	-	0.48	0.59	0.67
Ohio	-	1.92	1.80	1.68	1.60
California	-	5.22	5.82	5.77	5.80
Georgia	-	1.77	1.54	1.47	1.54
New York	33.52	14.71	9.32	7.49	6.86
New Jersey	-	1.88	1.99	1.86	1.61
Washington D.C.	-	-	0.08	0.10	0.12
Massachusetts	-	-	0.66	0.70	0.74
Wisconsin (BAS estimated target)	-	-	0.37	0.40	0.42
South Carolina (BAS estimated target)	-	-	0.24	0.34	0.38
Florida (BAS estimated target)	-	-	0.85	1.24	1.36
Kentucky (BAS estimated target)	-	-	0.19	0.28	0.30
Tennessee (BAS estimated target)	-	-	0.41	0.60	0.66
Louisiana (BAS estimated target)	-	-	0.38	0.56	0.61
Nebraska (BAS estimated target)	-	-	0.11	0.16	0.18
Alabama (BAS estimated target)	-	-	0.31	0.45	0.49
Mississippi (BAS estimated target)	-	-	0.26	0.38	0.42
Maryland (BAS estimated target)	-	-	0.66	0.70	0.74
Weighted average	42.20	37.97	36.05	34.53	33.89

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

UNE-P Cost and Gross Margin Per Subscriber

($ Monthly rates)

	2001	2002E	2003E	2004E	2005E
Total UNE-P rate Summary					
Texas	$20.09	$20.09	$20.09	$20.09	$20.09
Michigan		$15.16	$14.51	$14.51	$14.51
Illinois		$14.73	$12.51	$12.51	$12.51
Indiana			$11.99	$11.99	$11.99
Ohio		$15.56	$15.56	$15.56	$15.56
California		$13.07	$13.07	$13.07	$13.07
Georgia		$19.54	$16.86	$16.86	$16.86
New York	$16.61	$16.61	$16.61	$16.61	$16.61
New Jersey		$13.58	$13.38	$13.38	$13.38
Washington D.C.			$5.72	$5.72	$5.72
Massachusetts			$18.41	$17.00	$17.00
Wisconsin (BAS estimated target)			$15.32	$15.32	$15.32
South Carolina (BAS estimated target)			$19.26	$19.26	$19.26
Florida (BAS estimated target)			$16.46	$16.46	$16.46
Kentucky (BAS estimated target)			$20.55	$20.55	$20.55
Tennessee (BAS estimated target)			$17.98	$17.98	$17.98
Louisiana (BAS estimated target)			$19.95	$19.95	$19.95
Nebraska (BAS estimated target)			$19.57	$19.57	$19.57
Alabama (BAS estimated target)			$20.59	$20.59	$20.59
Mississippi (BAS estimated target)			$25.25	$25.25	$25.25
Maryland (BAS estimated target)			$16.62	$16.62	$16.62
Average	**$18.35**	**$16.04**	**$16.68**	**$16.61**	**$16.61**
Total Gross Margin Summary (per sub)					
Texas	$20.23	$20.23	$19.23	$17.68	$16.46
Michigan		$18.81	$18.62	$17.31	$16.29
Illinois		$25.49	$26.71	$25.17	$23.95
Indiana			$23.48	$22.08	$20.98
Ohio		$21.68	$20.75	$19.32	$18.20
California		$16.37	$15.64	$14.51	$13.62
Georgia		$28.55	$28.88	$26.61	$26.61
New York	$26.11	$26.11	$24.02	$22.01	$22.01
New Jersey		$15.12	$13.91	$12.56	$12.56
Washington D.C.			$32.54	$30.64	$30.64
Massachusetts			$15.05	$14.80	$14.80
Wisconsin (BAS estimated target)			$19.76	$18.02	$18.02
South Carolina (BAS estimated target)			$24.64	$22.47	$22.47
Florida (BAS estimated target)			$19.71	$17.92	$17.92
Kentucky (BAS estimated target)			$22.52	$20.39	$20.39
Tennessee (BAS estimated target)			$23.58	$21.52	$21.52
Louisiana (BAS estimated target)			$25.94	$23.67	$23.67
Nebraska (BAS estimated target)			$23.85	$21.70	$21.70
Alabama (BAS estimated target)			$24.05	$21.84	$21.84
Mississippi (BAS estimated target)			$28.62	$25.96	$25.96
Maryland (BAS estimated target)			$18.88	$17.13	$17.13
Weighted average	**$23.17**	**$21.54**	**$22.40**	**$20.63**	**$20.32**

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

Total AT&T UNE-P Revenue and EBITDA

($ millions)

	2001	2002E	2003E	2004E	2005E
Total Revenue Summary					
Texas	19	163	210	239	252
Michigan	0	57	107	120	122
Illinois	0	30	115	154	171
Indiana	0	0	9	27	35
Ohio	0	16	71	87	93
California	0	56	223	284	330
Georgia	0	16	63	74	86
New York	58	399	428	412	410
New Jersey	0	10	74	90	93
Washington D.C.	0	0	2	5	6
Massachusetts	0	0	13	34	42
Wisconsin (BAS estimated target)	0	0	7	19	24
South Carolina (BAS estimated target)	0	0	3	16	21
Florida (BAS estimated target)	0	0	12	58	76
Kentucky (BAS estimated target)	0	0	3	13	17
Tennessee (BAS estimated target)	0	0	6	28	36
Louisiana (BAS estimated target)	0	0	5	26	34
Nebraska (BAS estimated target)	0	0	2	7	10
Alabama (BAS estimated target)	0	0	4	21	27
Mississippi (BAS estimated target)	0	0	4	18	23
Maryland (BAS estimated target)	0	0	13	34	41
Total	**77**	**747**	**1,373**	**1,765**	**1,949**
Total EBITDA Summary					
Texas	(15)	(12)	2	11	15
Michigan	0	(21)	5	12	15
Illinois	0	(14)	16	31	46
Indiana	0	0	(5)	3	6
Ohio	0	(12)	2	9	13
California	0	(48)	(28)	1	15
Georgia	0	(7)	10	15	20
New York	(49)	48	73	74	84
New Jersey	0	(18)	(14)	1	4
Washington D.C.	0	0	(0)	2	3
Massachusetts	0	0	(9)	(2)	1
Wisconsin (BAS estimated target)	0	0	(4)	1	3
South Carolina (BAS estimated target)	0	0	(2)	0	3
Florida (BAS estimated target)	0	0	(10)	(3)	7
Kentucky (BAS estimated target)	0	0	(2)	(0)	2
Tennessee (BAS estimated target)	0	0	(4)	1	5
Louisiana (BAS estimated target)	0	0	(3)	1	5
Nebraska (BAS estimated target)	0	0	(1)	0	1
Alabama (BAS estimated target)	0	0	(3)	0	3
Mississippi (BAS estimated target)	0	0	(2)	1	3
Maryland (BAS estimated target)	0	0	(8)	0	3
Total	**(64)**	**(85)**	**13**	**159**	**256**

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

AT&T state-by-state UNE-P Model Summary Tables

UNE-P Gross Margin and EBITDA Summary

	2001	2002E	2003E	2004E	2005E
Total Gross Margin Summary (%)					
Texas	50%	50%	49%	47%	45%
Michigan		55%	56%	54%	53%
Illinois		63%	68%	67%	66%
Indiana			66%	65%	64%
Ohio		58%	57%	55%	54%
California		56%	54%	53%	51%
Georgia		59%	63%	61%	61%
New York	61%	61%	59%	57%	57%
New Jersey		53%	51%	48%	48%
Washington D.C.			85%	84%	84%
Massachusetts			45%	47%	47%
Wisconsin (BAS estimated target)			56%	54%	54%
South Carolina (BAS estimated target)			56%	54%	54%
Florida (BAS estimated target)			54%	52%	52%
Kentucky (BAS estimated target)			52%	50%	50%
Tennessee (BAS estimated target)			57%	54%	54%
Louisiana (BAS estimated target)			57%	54%	54%
Nebraska (BAS estimated target)			55%	53%	53%
Alabama (BAS estimated target)			54%	51%	51%
Mississippi (BAS estimated target)			53%	51%	51%
Maryland (BAS estimated target)			53%	51%	51%
Total	**56%**	**57%**	**57%**	**55%**	**55%**
Total EBITDA Margin Summary (%)					
Texas	-81%	-8%	1%	4%	6%
Michigan		-37%	4%	10%	12%
Illinois		-47%	14%	20%	27%
Indiana			-51%	12%	17%
Ohio		-76%	3%	11%	14%
California		-84%	-13%	1%	5%
Georgia		-45%	16%	20%	23%
New York	-85%	12%	17%	18%	21%
New Jersey		-185%	-19%	1%	4%
Washington D.C.				33%	39%
Massachusetts			-68%	-5%	3%
Wisconsin (BAS estimated target)			-60%	4%	11%
South Carolina (BAS estimated target)			-66%	3%	14%
Florida (BAS estimated target)			-88%	-5%	9%
Kentucky (BAS estimated target)			-71%	-2%	10%
Tennessee (BAS estimated target)			-70%	2%	14%
Louisiana (BAS estimated target)			-57%	4%	15%
Nebraska (BAS estimated target)			-68%	1%	12%
Alabama (BAS estimated target)			-66%	1%	12%
Mississippi (BAS estimated target)			-51%	4%	13%
Maryland (BAS estimated target)			-62%	1%	8%
Total	**-84%**	**-11%**	**1%**	**9%**	**13%**

Source: FCC Data, NRRI Data, and Banc of America Securities LLC estimates.

Appendix II: Financial Models

AT&T Corp.

Annual Income Statement

($ millions)

	2002	2003E	2004E	2005E	2006E	2007E
Business Services Revenue	26,558	25,795	25,906	26,042	26,222	26,626
Consumer Services Revenue	11,527	9,262	7,800	6,989	6,415	6,000
Broadband Revenue	0	0	0	0	0	0
Corp/Other Revenue	(258)	52	52	52	52	52
=Total reported revenue	**37,827**	**35,109**	**33,758**	**33,083**	**32,688**	**32,678**
note: y/y change	*-26.8%*	*-7.2%*	*-3.8%*	*-2.0%*	*-1.2%*	*0.0%*
-Cost of services and products	8,363	8,585	8,661	8,447	8,344	8,371
-Cost of access and other connection	10,790	10,564	10,238	10,051	9,944	9,952
= Gross profit	18,674	15,961	14,859	14,585	14,401	14,355
note: y/y change	*-28.8%*	*-14.5%*	*-6.9%*	*-1.8%*	*-1.3%*	*-0.3%*
note: % total reported revenue	*49.4%*	*45.5%*	*44.0%*	*44.1%*	*44.1%*	*43.9%*
- Selling, general and administrative	7,988	7,498	7,064	6,825	6,682	6,627
= Reported EBITDA	**10,686**	**8,463**	**7,794**	**7,760**	**7,719**	**7,728**
note: y/y change	*-31.6%*	*-20.8%*	*-7.9%*	*-0.4%*	*-0.5%*	*0.1%*
note: % total reported revenue	*28.2%*	*24.1%*	*23.1%*	*23.5%*	*23.6%*	*23.6%*
- Depreciation and Amortization	4,888	4,620	4,388	4,229	4,087	3,950
= EBIT	5,798	3,842	3,406	3,531	3,632	3,778
note: y/y change	*-7.7%*	*-33.7%*	*-11.4%*	*3.7%*	*2.9%*	*4.0%*
Interest expense	1,448	1,196	985	918	835	605
+ Other expense (income), net	1,514	(92)	(109)	(125)	(175)	(179)
Income before income taxes	2,836	2,738	2,530	2,737	2,972	3,351
- Income taxes	1,587	1,055	1,011	1,093	1,187	1,339
note: effective tax rate	*56.0%*	*38.5%*	*40.0%*	*40.0%*	*40.0%*	*40.0%*
+ Min. interests earnings rel to equity investments	(286)	(15)	4	4	4	4
= Net income before extraordinaries	963	1,668	1,523	1,648	1,789	2,017
note: y/y change	*-123.3%*	*73.2%*	*-8.7%*	*8.2%*	*8.6%*	*12.7%*
+Cum eff of accting change (net of taxes)						
+ Extraordinary items	(14,513)	0	0	0	0	0
+ gain on disposition of discontinued operations-net of taxes	1,324	0	0	0	0	0
= Net income	(13,082)	1,711	1,523	1,648	1,789	2,017
- Preferred interest	0	0	0	0	0	0
= Net income avail to common shareholders	**(13,082)**	**1,711**	**1,523**	**1,648**	**1,789**	**2,017**
note: y/y change	*-237.6%*	*-113.1%*	*-11.0%*	*8.2%*	*8.6%*	*12.7%*
Weighted average shares for diluted EPS	763	785	789	793	797	801
Diluted earnings per share - Operating	**(17.50)**	**2.18**	**1.93**	**2.08**	**2.24**	**2.52**
Basic earnings per share – Reported	(18.02)	2.18	1.93	2.08	2.24	2.52
Diluted earnings per share (normalized	**4.64**	**2.07**	**1.93**	**2.08**	**2.24**	**2.52**
Common dividend per share	0.75	0.75	0.75	0.75	0.75	0.75

Source: Company reports, Banc of America Securities LLC estimates.

AT&T Corp.

Quarterly Income Statement

($ millions)

	1Q 2002	2Q 2002	3Q 2002	4Q 2002	1Q 2003E	2Q 2003E	3Q 2003E	4Q 2003E	1Q 2004E	2Q 2004E	3Q 2004E	4Q 2004E
Business Services Revenue	6,528	6,742	6,700	6,588	6,437	6,449	6,449	6,460	6,466	6,472	6,480	6,489
Consumer Services Revenue	3,086	2,911	2,794	2,736	2,536	2,345	2,238	2,143	2,055	1,980	1,911	1,853
Broadband Revenue	0	0	0	0	0	0	0	0	0	0	0	0
Corp/Other Revenue	(66)	(73)	(85)	(34)	13	13	13	13	13	13	13	13
=Total reported revenue	**9,548**	**9,580**	**9,409**	**9,290**	**8,986**	**8,807**	**8,700**	**8,616**	**8,534**	**8,465**	**8,404**	**8,355**
note: p/p change	*-23.9%*	*0.3%*	*-1.8%*	*-1.3%*	*-3.3%*	*-2.0%*	*-1.2%*	*-1.0%*	*-0.9%*	*-0.8%*	*-0.7%*	*-0.6%*
-Cost of services and products	2,014	2,086	2,066	2,197	2,011	2,187	2,186	2,201	2,186	2,174	2,158	2,143
-Cost of access and other connection	2,788	2,747	2,679	2,576	2,698	2,637	2,620	2,609	2,586	2,567	2,550	2,536
= Gross profit	4,746	4,747	4,664	4,517	4,277	3,983	3,894	3,806	3,762	3,724	3,697	3,676
note: y/y change	*-29.7%*	*-29.7%*	*-28.5%*	*-27.1%*	*-9.9%*	*-16.1%*	*-16.5%*	*-15.7%*	*-12.0%*	*-6.5%*	*-5.1%*	*-3.4%*
note: % total reported revenue	*49.7%*	*49.6%*	*49.6%*	*48.6%*	*47.6%*	*45.2%*	*44.8%*	*44.2%*	*44.1%*	*44.0%*	*44.0%*	*44.0%*
- Selling, general and administrative	1,937	1,942	2,032	2,077	1,921	1,878	1,864	1,836	1,805	1,775	1,750	1,735
= Reported EBITDA	**2,809**	**2,805**	**2,632**	**2,440**	**2,356**	**2,106**	**2,031**	**1,970**	**1,957**	**1,949**	**1,947**	**1,941**
note: p/p change	*-20.9%*	*-0.1%*	*-6.2%*	*-7.3%*	*-3.4%*	*-10.6%*	*-3.6%*	*-3.0%*	*-0.7%*	*-0.4%*	*-0.1%*	*-0.3%*
note: % total reported revenue	*29.4%*	*29.3%*	*28.0%*	*26.3%*	*26.2%*	*23.9%*	*23.3%*	*22.9%*	*22.9%*	*23.0%*	*23.2%*	*23.2%*
- Depreciation and Amortization	1,175	1,213	1,243	1,257	1,186	1,161	1,145	1,129	1,113	1,102	1,091	1,081
= EBIT	1,634	1,592	1,389	1,183	1,170	945	886	841	843	847	856	860
note: y/y change	*0.7%*	*-3.6%*	*-21.3%*	*-5.1%*	*-28.4%*	*-40.6%*	*-36.2%*	*-28.9%*	*-27.9%*	*-10.4%*	*-3.4%*	*2.3%*
Interest expense	396	336	355	361	332	292	292	279	256	245	245	239
+ Other expense (income), net	55	50	154	1,255	(6)	(26)	(30)	(29)	(26)	(26)	(29)	(28)
Income before income taxes	1,183	1,206	880	(433)	844	679	624	591	613	628	639	650
- Income taxes	479	513	370	225	297	272	249	236	245	251	255	260
note: effective tax rate	*57.8%*	*54.1%*	*42.0%*	*-52.0%*	*35.2%*	*40.0%*	*40.0%*	*40.0%*	*40.0%*	*40.0%*	*40.0%*	*40.0%*
+ Minority int + earnings rel to equity inv	(258)	(90)	15	47	(18)	1	1	1	1	1	1	1
= Net income before extraordinaries	446	603	525	(611)	529	408	375	356	369	378	385	391
note: y/y change	*-192.3%*	*-1282.4%*	*-123.8%*	*-56.1%*	*18.6%*	*-32.3%*	*-28.5%*	*-158.2%*	*-30.2%*	*-7.5%*	*2.6%*	*9.9%*
+Cum eff of acctng change (net of taxes)	(856)	0	0	0	42	0	0	0	0	0	0	0
+ Extraordinary items	(565)	(13,433)	(318)	(197)	0	0	0	0	0	0	0	0
+ gain on disp of disc operations-net of taxes	0	0	0	1,324	0	0	0	0	0	0	0	0
= Net income	(975)	(12,830)	207	516	571	408	375	356	369	378	385	391
- Preferred interest	0	0	0	0	0	0	0	0	0	0	0	0
= Net inc available to common shareholders	**(975)**	**(12,830)**	**207**	**516**	**571**	**408**	**375**	**356**	**369**	**378**	**385**	**391**
note: y/y change	*6864.3%*	*8510.7%*	*-98.1%*	*-137.1%*	*nm*	*nm*	*nm*	*nm*	*nm*	*nm*	*nm*	*nm*
Weighted average shares for diluted EPS	738	750	788	776	785	785	786	787	788	789	790	791
Diluted EPS - Operating	(1.32)	(17.11)	0.26	0.66	0.73	0.52	0.48	0.45	0.47	0.48	0.49	0.49
Basic EPS - Reported	(1.38)	(17.58)	0.27	0.66	0.73	0.52	0.48	0.45	0.47	0.48	0.49	0.49
Diluted EPS (normalized)	**0.60**	**0.80**	**0.67**	**2.54**	**0.62**	**0.52**	**0.48**	**0.45**	**0.47**	**0.48**	**0.49**	**0.49**
Common dividend per share	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19

Source: Company reports, Banc of America Securities LLC estimates.

AT&T Corp.

Annual Balance Sheet

($ millions)

	2002	2003E	2004E	2005E	2006E
Operating cash	465	431	418	411	407
+ Accounts receivable	5,286	4,906	4,670	4,597	4,555
+ Other receivables	173	0	0	0	0
+ Investments	0	0	0	0	0
+ Deferred income taxes	910	779	779	779	779
+ Other current assets	1,520	1,150	1,150	1,150	1,150
= Total current assets	8,354	7,266	7,016	6,937	6,891
+ Accounts payable and accrueds	3,819	3,330	3,303	3,237	3,104
+ Payroll and benefit-related liabilities	1,519	941	941	941	941
+ ATTC obligation	0	0	0	0	0
+ Other S-T liabilities (excl debt)	2,924	2,921	2,832	2,788	2,763
= Total current liabilities	8,262	7,191	7,076	6,966	6,807
= Net trade working capital	**92**	**75**	**(60)**	**(29)**	**84**
+ PP&E, Net	25,604	24,215	23,280	22,519	21,685
+ Franchise costs, Net	0	0	0	0	0
+ Investments	0	0	0	0	0
+ Prepaid pension costs	3,596	3,655	3,655	3,655	3,655
+ Other LT Assets	5,543	5,005	5,005	5,005	5,005
+ Intangibles	4,626	4,660	4,660	4,660	4,660
+ Net assets of discontinued operations	0	0	0	0	0
= Total LT Assets	39,369	37,535	36,600	35,839	35,005
Total operating investment	39,461	37,610	36,539	35,810	35,090
+ Excess cash (reported less operating)	7,550	5,027	4,927	6,043	4,429
= Total investment	**47,010**	**42,637**	**41,467**	**41,853**	**39,519**
+ Deferred income taxes	4,739	4,918	5,022	5,103	5,144
+ Long-term benefit related liabilities	4,001	4,095	4,095	4,095	4,095
+ Short-term and long term debt	22,574	17,081	14,644	13,459	9,328
+ Other long-term liabilities and deferred credits	3,384	3,359	3,359	3,359	3,359
+ Convertible preferred stock	0	0	0	0	0
Minority interest	0	0	0	0	0
= LT liabilities	34,698	29,453	27,120	26,016	21,926
Stockholder's equity					
AT&T common stock	783	787	791	795	799
AT&T Wireless common stock	0	0	0	0	0
Additional capital	28,163	28,079	28,079	28,079	28,079
Retained earnings	(16,566)	(15,444)	(14,513)	(13,461)	(12,270)
Accumulated other comprehensive income	(68)	0	0	0	0
Other	0	(238)	(9)	424	986
Total stockholders equity/(deficit)	12,312	13,184	14,347	15,837	17,593
Total sources	**47,010**	**42,637**	**41,467**	**41,853**	**39,519**
note: total capital	*55,272*	*49,828*	*48,543*	*48,819*	*46,326*
note: net debt	*14,560*	*11,623*	*9,298*	*7,005*	*4,491*

Source: Company reports, Banc of America Securities LLC estimates.

AT&T Corp.

Quarterly Cash Flow Statement

($ millions)

	4Q 2002	1Q 2003E	2Q 2003E	3Q 2003E	4Q 2003E	1Q 2004E	2Q 2004E	3Q 2004E	4Q 2004E	1Q 2005E	2Q 2005E	3Q 2005E	4Q 2005E
Net Income	516	571	408	375	356	369	378	385	391	400	408	416	424
Depreciation+Amortization	1,257	1,186	1,161	1,145	1,129	1,113	1,102	1,091	1,081	1,071	1,061	1,053	1,044
Net equity losses from LMG	0	0	0	0	0	0	0	0	0	0	0	0	0
Change in net working capital	(217)	56	37	(38)	(39)	171	(13)	(14)	(9)	(8)	(8)	(8)	(8)
Cash generated from operations	**2,669**	**1,811**	**1,735**	**1,611**	**1,575**	**1,751**	**1,555**	**1,541**	**1,536**	**1,592**	**1,591**	**1,590**	**1,591**
Capital expenditures	(1,346)	(662)	(810)	(800)	(793)	(872)	(865)	(860)	(855)	(865)	(866)	(868)	(869)
Other Changes	0	0	0	0	0	0	0	0	0	0	0	0	0
- Cash utilized	(1,346)	(662)	(810)	(800)	(793)	(872)	(865)	(860)	(855)	(865)	(866)	(868)	(869)
= Free cash flow	**1,323**	**1,149**	**925**	**811**	**783**	**879**	**689**	**681**	**681**	**727**	**724**	**723**	**722**
- Common dividends	(147)	(147)	(147)	(147)	(148)	(148)	(148)	(148)	(148)	(149)	(149)	(149)	(149)
= Net internal surplus / (deficit)	1,176	1,002	778	664	635	731	541	533	532	578	576	574	573
Repayment of debt	0	(4,019)	0	0	(1,500)	(1,250)	(14)	0	(1,174)	0	(229)	0	(956)
Issuance of debt	0	0	0	0	0	0	0	0	0	0	0	0	0
Repurchase of equity (treasury stock)	0	0	0	0	0	0	0	0	0	0	0	0	0
Issuance of equity	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	(4,476)	(97)	0	0	0	0	0	0	0	0	0	0	0
Net cash from announced financing	**(4,476)**	**(4,116)**	**0**	**0**	**(1,500)**	**(1,250)**	**(14)**	**0**	**(1,174)**	**0**	**(229)**	**0**	**(956)**
Incremental outside finance (repayment)	0	0	0	0	0	0	0	0	0	0	0	0	0
= Net change in cash	**(3,300)**	**(3,114)**	**778**	**664**	**(865)**	**(518)**	**528**	**533**	**(642)**	**578**	**347**	**574**	**(383)**

Source: Company reports, Banc of America Securities LLC estimates.

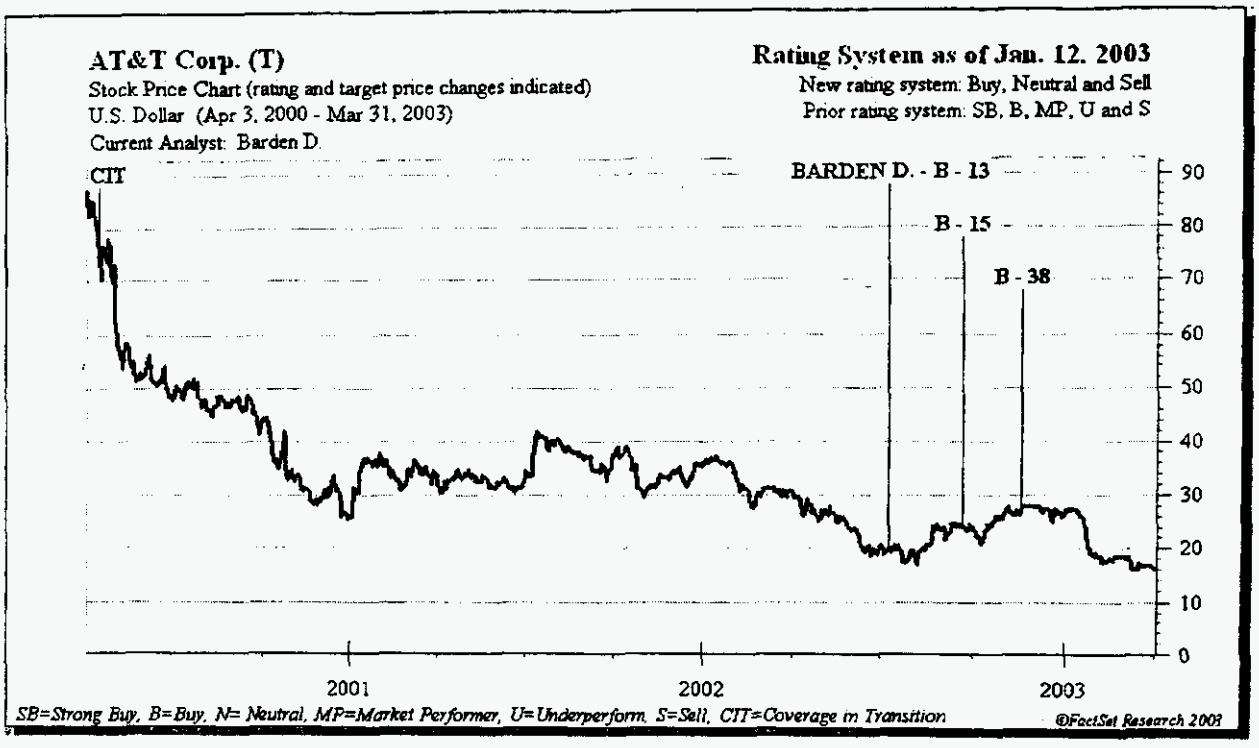
AT&T Corp.

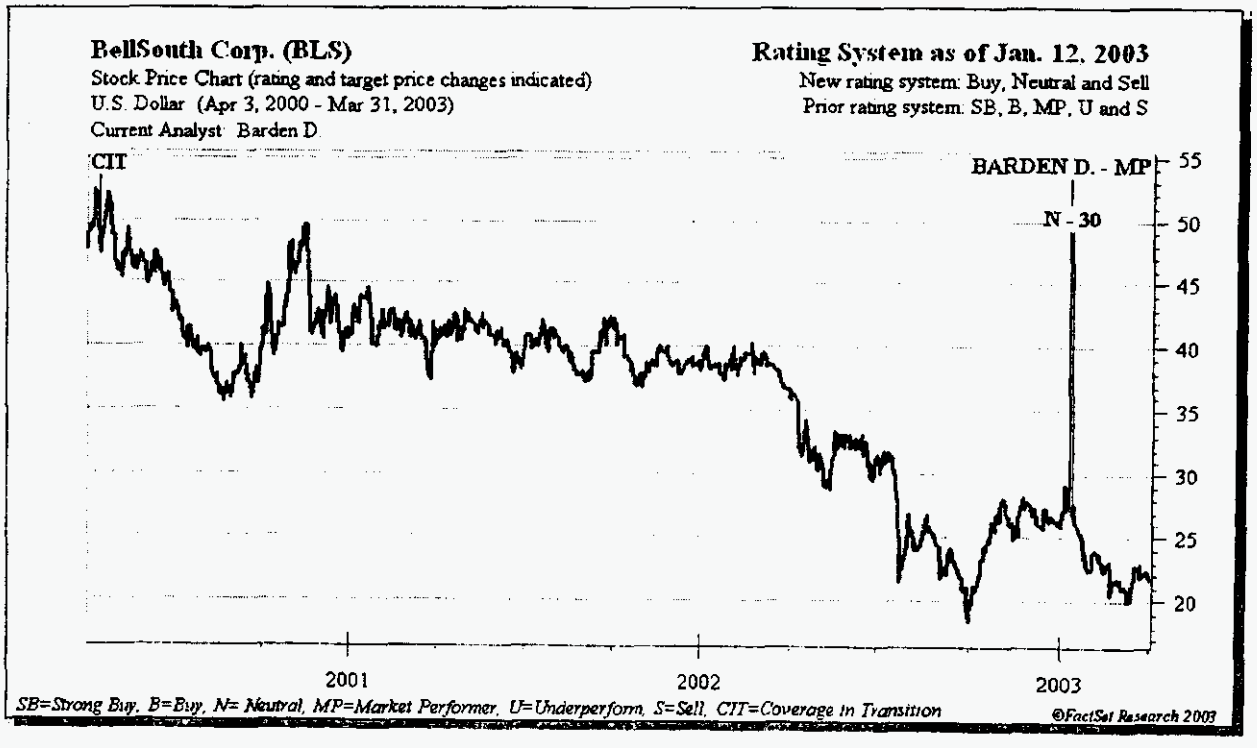
Annual Cash Flow Statement

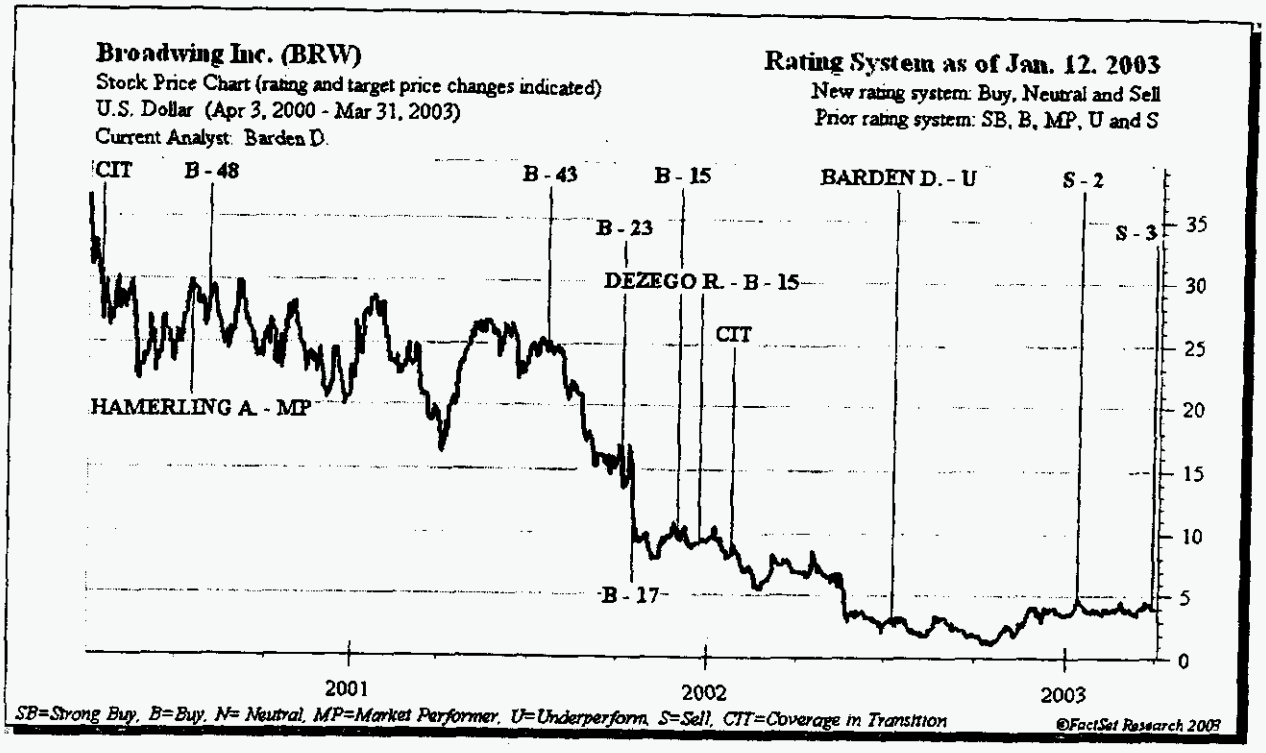
($ millions)

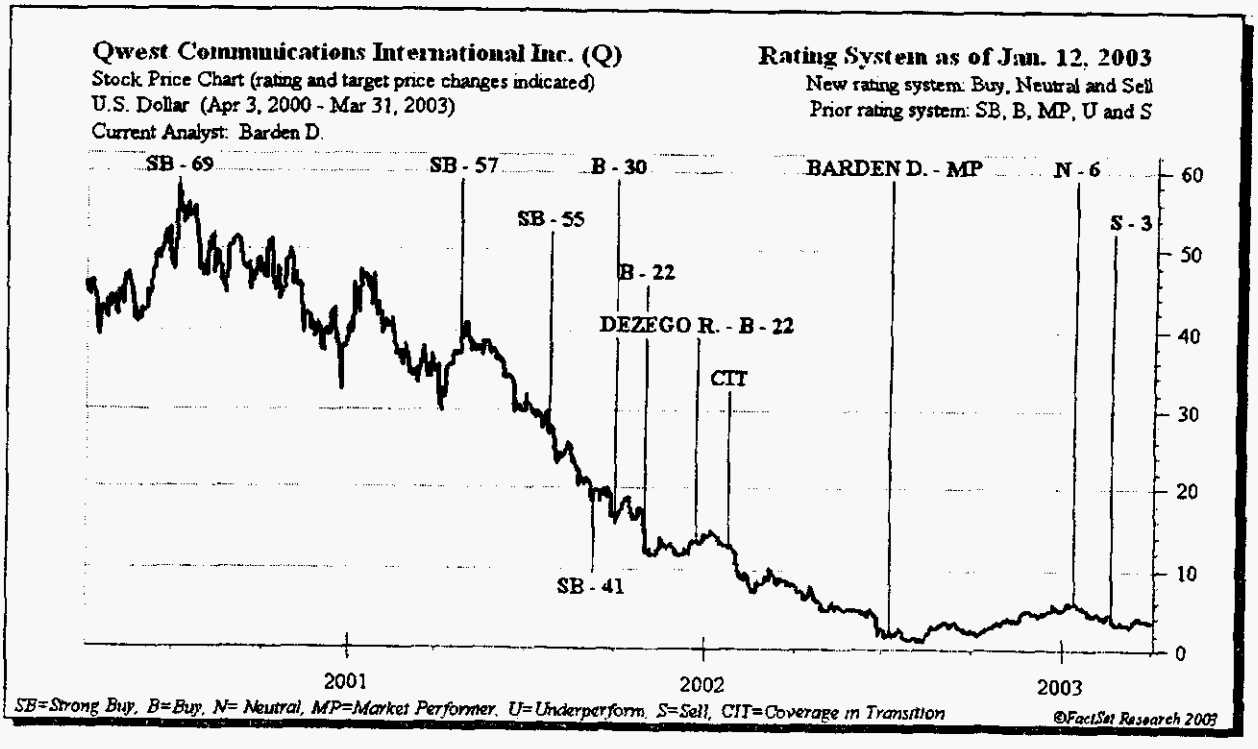
	2002	2003E	2004E	2005E	2006E
Net Income	(13,082)	1,711	1,523	1,648	1,789
Deduct discontinued operations	(1,236)	0	0	0	0
Depreciation+Amortization	4,888	4,620	4,388	4,229	4,087
Provision for uncollectible receivables	1,058	400	200	200	155
Non-cash other	1,229	(6)	0	0	0
Deferred taxes	2,631	179	104	81	41
Cumulative effect of accounting changes (net)	856	42	0	0	0
Net equity losses from LMG	0	0	0	0	0
Net losses related to other equity inv.	512	0	0	0	0
Cost method investment impairment charges	0	0	0	0	0
Net revaluation of certain financial instruments	0	0	0	0	0
Minority interest and dividends on subsidiary preferred stock	300	29	(4)	(4)	(4)
Change in net working capital	(868)	17	135	(31)	(113)
Other	14,384	(259)	36	242	414
Cash generated from operations	**10,672**	**6,733**	**6,382**	**6,364**	**6,368**
Capital expenditures	(3,904)	(3,065)	(3,453)	(3,468)	(3,253)
Investments	0	0	0	0	0
Other Changes	(329)	0	0	0	0
- Cash utilized	(4,233)	(3,065)	(3,453)	(3,468)	(3,253)
= Free cash flow	**6,439**	**3,668**	**2,930**	**2,896**	**3,115**
- Common dividends	(549)	(589)	(592)	(595)	(598)
= Net internal surplus / (deficit)	5,890	3,078	2,338	2,300	2,517
Repayment of debt	(8,796)	(5,519)	(2,437)	(1,185)	(4,131)
Issuance of debt	405	0	0	0	0
Repurchase of equity (treasury stock)	(29)	0	0	0	0
Issuance of equity	2,594	0	0	0	0
Other	(2,642)	(97)	0	0	0
Net cash from announced financing	**(8,468)**	**(5,616)**	**(2,437)**	**(1,185)**	**(4,131)**
Incremental outside finance (repayment)	0	0	0	0	0
= Net change in cash	**(2,578)**	**(2,538)**	**(100)**	**1,116**	**(1,614)**

Source: Company reports, Banc of America Securities LLC estimates.


AT&T Corp. (T)
Stock Price Chart (rating and target price changes indicated)
U.S. Dollar (Apr 3, 2000 - Mar 31, 2003)
Current Analyst: Barden D.
Rating System as of Jan. 12, 2003
New rating system: Buy, Neutral and Sell
Prior rating system: SB, B, MP, U and S
CIT
BARDEN D. - B - 13
B - 15
B - 38
90
80
70
60
50
40
30
20
10
0
2001
2002
2003
SB=Strong Buy, B=Buy, N= Neutral, MP=Market Performer, U=Underperform, S=Sell, CIT=Coverage in Transition
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BellSouth Corp. (BLS)
Stock Price Chart (rating and target price changes indicated)
U.S. Dollar (Apr 3, 2000 - Mar 31, 2003)
Current Analyst: Barden D.
Rating System as of Jan. 12, 2003
New rating system: Buy, Neutral and Sell
Prior rating system: SB, B, MP, U and S
CIT
BARDEN D. - MP
N - 30
55
50
45
40
35
30
25
20
2001
2002
2003
SB=Strong Buy, B=Buy, N= Neutral, MP=Market Performer, U=Underperform, S=Sell, CIT=Coverage in Transition
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Broadwing Inc. (BRW)
Stock Price Chart (rating and target price changes indicated)
U.S. Dollar (Apr 3, 2000 - Mar 31, 2003)
Current Analyst: Barden D.
Rating System as of Jan. 12, 2003
New rating system: Buy, Neutral and Sell
Prior rating system: SB, B, MP, U and S
CIT
B - 48
B - 43
B - 15
BARDEN D. - U
S - 2
B - 23
S - 3
DEZEGO R. - B - 15
CIT
HAMERLING A. - MP
B - 17
35
30
25
20
15
10
5
0
2001
2002
2003
SB=Strong Buy, B=Buy, N= Neutral, MP=Market Performer, U=Underperform, S=Sell, CIT=Coverage in Transition
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Qwest Communications International Inc. (Q)
Stock Price Chart (rating and target price changes indicated)
U.S. Dollar (Apr 3, 2000 - Mar 31, 2003)
Current Analyst: Barden D.
Rating System as of Jan. 12, 2003
New rating system: Buy, Neutral and Sell
Prior rating system: SB, B, MP, U and S
SB - 69
SB - 57
B - 30
BARDEN D. - MP
N - 6
SB - 55
S - 3
B - 22
DEZEGO R. - B - 22
CIT
SB - 41
60
50
40
30
20
10
0
2001
2002
2003
SB=Strong Buy, B=Buy, N= Neutral, MP=Market Performer, U=Underperform, S=Sell, CIT=Coverage in Transition
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REG AC - ANALYST CERTIFICATION

The research analyst whose name appears on the front page of this research report certifies that: (1) all of the views expressed in this research report accurately reflect his or her personal views about any and all of the subject securities or issuers; and (2) no part of the research analyst's compensation was, is, or will be directly or indirectly related to the specific recommendations or views expressed by the research analyst in this research report.

IMPORTANT DISCLOSURES

Target Price, Valuation Method, Risk Factors

Target Price: $24.00

Valuation Method Used To Reach Target Price: Sum of the Parts, Discounted Cash Flow and Comparable Multiples

Risk Factors:

1. Declining revenues and revenue growth due to weakened economic environment, market share loss, pricing erosion, technology substitution and the eventual commoditization of long distance voice.
2. Bell entry into long distance is accelerating, threatening AT&T s market share in its core switched voice long distance market.

Banc of America Securities LLC Stock Rating System

The rating system is based on a stock's forward-12-month expected total return (price appreciation plus dividend yield).

Volatility		Ratings		
		Buy	Neutral	Sell
Low	0-35%	10%+	9%-(6)%	(7)% or worse
Medium	36-50%	15%+	14%-(10)%	(11)% or worse
High	51-80%	25%+	24%-(15)%	(16)% or worse
Extreme	81%+	50%+	49%-(25)%	(26)% or worse

Source on volatility: Bloomberg

Rating Distribution

US Coverage

Coverage Universe	Companies	Percent	Investment Banking Clients	Companies	Percent*
Buy	239	43	Buy	203	85
Hold	288	51	Hold	246	85
Sell	34	6	Sell	27	79

Media/Telecom Services Sector

Coverage Universe	Companies	Percent	Investment Banking Clients	Companies	Percent*
Buy	8	53	Buy	7	88
Hold	5	33	Hold	5	100
Sell	2	13	Sell	2	100

* Percentage of companies in each rating group that are investment banking clients.
As of 04/04/2003.

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December 29, 2003

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

DEC 31 4:10:52
CLERK

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Responses to BellSouth's Fourth Set of Interrogatories and Fourth Request for Production of Documents filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising	)	
from Federal Communications Commission	)	Docket No. 030851-TP
triennial UNE review: Local Circuit Switching	)	
for Mass Market Customers.	)	Date Filed: December 29, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S FOURTH SET OF INTERROGATORIES (NOS. 131-179)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Fourth Set of Interrogatories (Nos. 131-179), which were legally propounded by BellSouth on December 8, 2003, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 29th day of December, 2003.

The original and one copy of this Notice were also sent via overnight delivery on December 29, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 29, 2003.

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 29, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S FOURTH REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 29-31)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Fourth Requests for Production of Documents (Nos. 29-31), which were legally propounded by BellSouth on December 8, 2003, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 29th day of December, 2003.

The original and one copy of this Notice were also sent via overnight delivery on December 29, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 29, 2003.

TRACY W. HATCH, ESQ.
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Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail as indicated this 29th day of December 2003, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
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Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom • Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Washington, DC 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA) De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc. R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
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Tracy Hatch/bs

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 29, 2003

AT&T'S RESPONSES TO BELLSOUTH'S FOURTH SET OF INTERROGATORIES (NOS. 131-179)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Fourth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on December 8, 2003, as follows:

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 131:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, define "the small business market" that AT&T has served in Florida using an unbundled loop from BellSouth with an AT&T owned switch. In answering this Interrogatory, state all facts and identify all documents that support this definition.
Response:	AT&T has previously noted that for purposes of its Interrogatories, "small business lines" are "all lines that are DSO/2-wire analog loops." The "small business market" consists of business customers who purchase small business lines.
	Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 132:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, identify each business customer in "the small business market" that AT&T has served in Florida using an unbundled loop from BellSouth with an AT&T owned switch.
Response:	AT&T objects to this request on the grounds that it is overly broad, unduly burdensome, irrelevant, oppressive and not likely to lead to the discovery of admissible evidence pursuant to the Procedural Order, Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure. AT&T further objects on the grounds that the information requested is within BellSouth's possession and can be as readily obtained by BellSouth as by AT&T. Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 133:	For each business customer identified in the foregoing Interrogatory, please state: a. The number of access lines that AT&T provides to each such customer; and b. The location of the collocation arrangement used to serve each such customer.
Response:	See response to Interrogatory No. 132.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 134:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, identify all documents referring or relating to the "untenable level of customer dissatisfaction" directed at AT&T due to BellSouth's hot cut process.
Response:	See response to Interrogatory 125.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 135:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "substandard performance in returning timely firm order confirmations" for AT&T in Florida.
Response:	See response to Interrogatory 125.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 136:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "failure to provide a reliable schedule for performing hot cuts" for AT&T in Florida.
Response:	See response to Interrogatory 125.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 137:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "failure to notify AT&T consistently and timely that customer loops had been transferred" to AT&T in Florida.
Response:	See response to Interrogatory 125.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 138:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, state the total number of AT&T end user lines in Florida that BellSouth has "erroneously disconnected" and identify all documents referring or relating to such erroneous disconnections.
Response:	See response to Interrogatory 125.

REQUEST:	Bellsouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 139:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, state the total number of AT&T end user lines in Florida that BellSouth has "unduly delay[ed]" in reconnecting and identify all documents referring or relating to such delayed reconnection.
Response:	See response to Interrogatory 125.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 140:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, identify and describe in detail each database AT&T uses in serving customers via the UNE-L leased from BellSouth.
Response:	AT&T objects to this request on the grounds that it is overly broad, unduly burdensome, irrelevant, oppressive and not likely to lead to the discovery of admissible evidence pursuant to the Procedural Order, Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure. Subject to the foregoing, and without waiving its objections, AT&T provides the attached responsive information. See Attachment 140. Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 141:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, identify and describe in detail each database AT&T uses in serving customers via the UNE-P leased from BellSouth.
Response:	See response to Interrogatory 140.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 142:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, explain with particularity the reason(s) AT&T uses different processes and databases to serve customers via UNE-L as opposed to UNE-P.
Response:	AT&T uses different databases and processes to serve customers via UNE-L as opposed to UNE-P because the two services impose different requirements. For example, number porting is not required for UNE-P. Differing provisioning activities for E-911, and LIDB are needed for UNE-L. Differences also exist for maintenance and billing. For example, for UNE-P AT&T opens a trouble ticket with BellSouth for any service problems. For UNE-L however, it performs internal checks to ensure the service problem is not caused by AT&T before opening a trouble ticket with BellSouth. AT&T's ordering systems do not support two different connectivity options on the same account so if AT&T provisioned UNE-L for a customer, and then added UNE-P, the customer would have two separate billing accounts. Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 143:	Referring to page 9 of the Direct Testimony of Mark David Van De Water identify every document in AT&T's possession, custody or control referring or relating to AT&T's contention that it does not actively market services to small business mass market customers using a UNE-L strategy due to provisioning problems and the high costs of hot cuts and backhaul costs.
Response:	See direct testimony of AT&T witnesses Van De Water and Turner.
	Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 144:	Referring to page 18 of the Direct Testimony of Mark David Van De Water, has AT&T calculated the incremental labor costs associated with preparing, tracking, and implementing UNE-L orders? If the answer to the foregoing Interrogatory is in the affirmative, state the results of this calculation, explain with particularity how this calculation was made, and identify all documents referring or relating to such calculation.
Response:	AT&T is in the process of gathering information to answer this interrogatory and will provide a supplemental response. Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 145:	Referring to page 22 of the Direct Testimony of Mark David Van De Water, identify every document in AT&T's possession, custody or control referring or relating to AT&T's decision in August 2002 to make the request to BellSouth referred to on that page.
Response:	See Attachment 145. Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 146:	What was the basis upon which AT&T determined that it wanted to request a process that would allow the conversion of between 100 and 250 lines per central office in a single batch? In other words, what was the factual basis for setting the end points of the range at 100 lines and 250 lines?
Response:	AT&T believed that such a range would allow it to take advantage of the improved quality and efficiency which would result from its overall bulk hot cut proposal, working in a closely coordinated, after-hours environment. AT&T intended to use this method on a periodic, but optional basis, to migrate customers when otherwise economically feasible to do so. Response provided by: Mark Van de Water and Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 147:	Referring to page 33 of the Direct Testimony of Mark David Van De Water, has AT&T conducted any analysis, study, or evaluation of "capacity constraints" allegedly associated with BellSouth's batch hot cut process? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation and identify all documents referring or relating to such analysis, study, or evaluation.
Response:	See pages 36-46 of the Direct Testimony of Mark David Van De Water.
	Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 148:	Referring to page 54 of the Direct Testimony of Mark David Van De Water, identify each "wholesaler" from whom AT&T is purchasing or could purchase alternative local switching in Florida.
Response:	AT&T objects on the grounds that this interrogatory misconstrues Mr. Van De Water's testimony on page 54, which states that "BellSouth's policies, practices, and systems effectively prevent a CLEC from being able to order a loop from BellSouth and switching from another CLEC, thus precluding CLECs from purchasing alternative local switching from wholesalers." The point is that a wholesale alternative is not available as a practical matter because of impediments placed by BellSouth. To the extent this interrogatory seeks information about its purchase of alternative local switching, AT&T objects on the grounds that that information has already been requested by BellSouth in discovery, with responses provided by AT&T, specifically BellSouth Interrogatory Nos. 3 and 4. To the extent this interrogatory seeks identification of alternative local switching providers, AT&T objects on the grounds that that information is more properly directed at other parties and should be contained in the discovery responses filed by the parties in this docket.
	Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 149:	Referring to page 58 of the Direct Testimony of Mark David Van De Water, has AT&T conducted any analysis, study, or evaluation of the extent to which BellSouth's network has "insufficient capacity" to handle the changes associated with the migration of customers from UNE-P to UNE-L ? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation and identify all documents referring or relating to such analysis, study, or evaluation.
Response:	No. Mr. Van De Water has not conducted a study of the capacity of BellSouth's network to be able to handle the migration of customers from UNE-P to UNE-L. Additionally, it does not appear that BellSouth has undertaken such an analysis. However, Mr. Van De Water's testimony on page 68 recommends that the Commission require BellSouth to provide its plans for how it will expand its tandem switching and associated transport network.
	Response provided by: Mark Van de Water

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 150:	Referring to the Direct Testimony of Don J. Wood, identify each CLEC with whom Mr. Wood has worked since 1996 concerning the CLEC's market entry plan and describe with particularity the nature and extent of Mr. Wood's work for each such CLEC.
Response:	Electric Lightwave, Inc.; CoServ, LLC; Kansas City FiberNet; McLeodUSA, Inc.; New World Telephone (Hong Kong); Myrtle Beach Telephone; TelSouth Communications; Shared Communications Services, Inc.; Touch America, Inc.; WorldNet Telecommunications, Inc. Mr. Wood has worked with and advised these companies regarding market entry plans to provide local exchange services. Response provided by: Don Wood

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 151:	Referring to the Direct Testimony of Don J. Wood, identify each investor and potential investor for whom Mr. Wood has provided assistance since 1996 concerning their analysis of CLEC business plans and describe with particularity the nature and extent of Mr. Wood's assistance for each such investor or potential investor.
Response:	Mr. Wood has assisted venture capital firms on four occasions with their due diligence analysis regarding potential investment in CLECs. Based on his Confidentiality agreements with these companies, Mr. Wood is not at liberty to disclose the names of the venture capital firms or the CLECs being evaluated. Response provided by: Don Wood

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 152:	Referring to the Direct Testimony of Don J. Wood, describe in detail "the results of the triggers analysis" referenced by Mr. Wood. In answering this Interrogatory, describe with particularity the "triggers analysis" in Florida conducted by, on behalf of, or at the direction of AT&T and identify all documents referring or relating to such analysis.
Response:	The phrase at page 4, lines 14-15 is intended to refer to any triggers analysis that would be undertaken prior to a "potential entry" or "economic impairment" analysis. As stated at page 3, lines 6-12 of Mr. Wood's testimony, such a "potential entry" or "economic impairment" analysis will only be conducted if a "triggers analysis" has been conducted and its results indicate that CLECs are not self-provisioning local circuit switching to serve mass market customers. Response provided by: Don Wood

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 153:	Referring to the Direct Testimony of Don J. Wood, has any analysis, study, or evaluation of the "economic impairment" associated with local switching been conducted by, on behalf, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation and identify all documents referring or relating to such analysis, study, or evaluation.
Response:	No.
	Response provided by: Don Wood

REQUEST: BellSouth Fourth Set of Interrogatories

DATED: December 8, 2003

Interrogatory 154: Referring to page 11 of the Direct Testimony of Jay M. Bradbury, state all facts and identify all documents supporting AT&T's contention that a CLEC must establish a collocation arrangement "in every ILEC wire center in which the CLEC wishes to offer mass market services."

Response: In order to serve mass market customers (residential and very small business customers served via DS0 loops) it is necessary to extend the customer's loop from the associated ILEC wire center to the CLEC switch location. As discussed in the testimony of BellSouth's witness W. Keith Milner, and depicted in his Exhibit WKM-1, a CLEC has a number of options for establishing the "collocation arrangement" by which this is done.

- Building a collocation at the wire center associated with the customer's loop and obtaining transport from that collocation to the switch.
- Building a collocation at the wire center associated with the customer's loop and obtaining transport from that collocation to another collocation (in another wire center) that already has transport to the switch.
- Purchasing an EEL from the wire center associated with the customer's loop to a collocation (in another wire center) that already has transport to the switch.

Each of these "collocation arrangement" options are also depicted in witness Bradbury's Exhibit JMB-9.

Response provided by: Jay Bradbury

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 155:	Referring to page 17 of the Direct Testimony of Steven E. Turner, does AT&T contend that the TELRIC costs paid by a CLEC to lease an unbundled loop from BellSouth in Florida "are higher than the ILEC's efficient cost for providing the loop to itself ...." If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.
Response:	The statement in Mr. Turner's testimony represents the position that the current rates for unbundled loops in Florida are higher than the efficient forward-looking cost. This is generally represented in AT&T's affirmative filing of unbundled loop costs in the Florida cost proceeding. *See FPSC Docket 99049-TP UNE Cost Proceeding.*
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 156:	Referring to page 45 of the Direct Testimony of Steven E. Turner, does AT&T contend that LATAs are the appropriate geographic markets that the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support use of LATAs as the appropriate geographic markets. If the answer to this Interrogatory is in the negative, identify the appropriate geographic market(s) that AT&T contends the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i) and state all facts and identify all documents supporting this contention.
Response:	Yes, subject to review of all the data that is produced in the proceeding and if the Commission applies the "triggers" in the appropriate manner. See *TRO*, ¶¶ 495-497.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 157:	Please identify the extent to which Mr. Turner's testimony considers the revenues that a CLEC might be obtain to determine the existence of impairment in any area studied by Mr. Turner.
Response:	Revenues have not been considered in the determination of impairment cost calculations.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 158:	In AT&T's opinion, what are the smallest and largest definitions of a geographic market that the Florida Public Service Commission could adopt consistent with the FCC's Triennial Review Order and accepted economic principles? In answering this Interrogatory, provide specific references to the FCC's Triennial Review Order and identify all documents, including, but not limited to, economic treatises, articles, or other literature that support this opinion.
Response:	See FCC's Triennial Review Order ¶¶ 495-497. See also TRO footnote 1536.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories

DATED:	December 8, 2003
Interrogatory 159:	Does AT&T make market entry decisions on the wire center level? If the answer to this Interrogatory is in the affirmative, identify all documents referring or relating to market entry decisions made by AT&T on the wire center level.
Response:	No
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 160:	For each wire center in BellSouth's service territory in Florida, please provide, the date when AT&T first began offering local exchange service in each such wire center.
Response:	Please refer to AT&T's tariff: http://ccpkms.ims.att.com/tariffs/index.html

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 161:	Has any analysis, study, or evaluation been conducted by, on behalf, or at the direction of AT&T to determine the existence of any cost disadvantage to a CLEC of providing qualifying service via the UNE-L for each wire center in Florida? If the answer to this Interrogatory is the affirmative, identify all documents referring or relating to such analysis, study, or evaluation.
Response:	See direct testimony of AT&T witnesses Steven E. Turner, Jay Bradbury, and Mark Van de Water.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 162:	Has any analysis, study, or evaluation been conducted by, on behalf, or at the direction of AT&T to determine whether a CLEC providing a qualifying service via the UNE-L can make a positive return on investment in any wire center or combination of wire centers? If the answer to this Interrogatory is in the affirmative, identify all documents referring or relating to such analysis, study, or evaluation.
Response:	No
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 163:	Does the fact that the model provided in Steven E. Turner Exhibit No. 2 is set up by LATA indicate that AT&T supports using a LATA to define the geographic market for purposes of this proceeding? If not, why was the LATA used in Mr. Turner's model?
Response:	Yes, see response to Interrogatory to 156, *supra*.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 164:	In the model provided in Steven E. Turner Exhibit No. 2, state how many CLECs are assumed to serve a given wire center and explain how this assumption is reflected in the market share assumptions in the model.
Response:	There is no explicit input assumption in AT&T's model for the number of CLECs that serve a given wire center.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 165:	*In the model provided in* Steven E. Turner Exhibit No. 2, please explain the purpose of the DS0 Impairment Analysis Tool, including, but not limited to, describing how the density zones are defined and explaining how these zones are related to the number of business and residence lines?
Response:	*See* Section II of Exhibit SET-2, Generic DS0 Impairment Technical Appendix.

Response provided by: Steven Turner

REQUEST: BellSouth Fourth Set of Interrogatories

DATED: December 8, 2003

Interrogatory 166: In the DS0 Impairment Analysis Tool referenced in the Direct Testimony of Steven Turner, please state all facts and identify all documents that support the use of the following default values in the General Inputs section:

i. Percent of loops greater than 18K feet and percent of loops over 18K feet requiring range extensions.
ii. Percent of IDLC loops transferable to UDLC or copper.
iii. Crossover point for enterprise customer
iv. Percent of lines above crossover point by UNE zone.
v. Cost of debt, cost of capital and percent debt in the capital structure.
vi. Residential and business hot cut costs

Response:

i. Percent of loops greater than 18K feet and percent of loops over 18K feet requiring range extensions.

See Input Portfolio FL 12-03-2003.pdf provided as part of the Exhibit SET-2 CD-ROM. Based on an examination of the spread between A-rated debt and debt that is on the border between investment-grade and junk bonds (BBB-/BB+), it appears reasonable to estimate that the entrant's cost of capital is at least 200 basis points higher than the incumbent's cost of capital. Hence, AT&T has modeled the entrant's cost of capital as being equal to the last-adopted cost of capital for purposes of UNE cost modeling, plus 200 basis points.

ii. Percent of IDLC loops transferable to UDLC or copper.

See Input Portfolio FL 12-03-2003.pdf provided as part of the Exhibit SET-2 CD-ROM. Additionally, Section II of the Technical Appendix addresses this input determination.

iii. Crossover point for enterprise customers.

This assumption is based on Sprint's DS-0 Crossover Testimony.

iv. Percent of lines above crossover point by UNE zone.

This is based on an analysis of lines completed by BPI. See attachment DR166iv.zip.

v. Cost of debt, cost of capital and percent debt in the capital structure.

See Input Portfolio FL 12-03-2003.pdf provided as part of the Exhibit SET-2 CD-ROM.

vi. Residential and business hot cut costs

This is discussed in Section II-D of Exhibit SET-2, Generic DS0 Impairment Technical Appendix. Further, *see* DR166vi.zip. One of the adjustments that was noted in the Supplemental Direct Testimony of Steven E. Turner was the correction to the Hot Cut costs. The Hot Cut Cost Calculator found in Attachment DR166vi.zip contains the corrected Hot Cut Cost Calculator consistent with the revised results of December 22, 2003.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 167:	In the DS0 Impairment Analysis Tool referenced in the Direct Testimony of Steven Turner, explain the basis for the churn rate assumption of 4.6 percent for both business and residence customers and explain why the same churn rate applies to both residence and business customers.
Response:	This is discussed in Section II-D of Exhibit SET-2, Generic DS0 Impairment Technical Appendix. The basis for the 4.6 percent churn assumption is the AT&T Corporation - A Case for Consumer Services", Banc of America Equity Research, April 30, 2003, page 10-11. *See* Attachment DR167.zip.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 168:	In the DS0 Impairment Analysis Tool referenced in the Direct Testimony of Steven Turner, what is the source of the wire center data on the WC Homing Input tab? Do the line counts include both ILEC and CLEC (UNE-P and UNE-L) lines? Do the business line counts include both large and small businesses?
Response:	The wire center level data is based on a combination of wire center level data from the HAI model, BellSouth's Schedule 8 filed with the Florida Public Service Commission September 2003 and BellSouth's response to AT&T's First Set of Interrogatories in this docket, specifically Interrogatory No. 55.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 169:	In the DS0 Impairment Analysis Tool referenced in the Direct Testimony of Steven Turner, state all facts and identify all documents that support the labor and materials inputs on tabs DLC Type 1, DLC Type 2 and DLC Type 3.
Response:	DLC Type 1, DLC Type 2, and DLC Type 3 materials inputs for common equipment and line cards were determined via expert opinion for large-scale purchases of such equipment by members of the development team. Engineering and Installation labor inputs were also based on the extensive experience of members of the development team in engineering and installing such systems. There is no additional documentation that has not already been provided.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 170:	Please explain the purpose of the Facility Ring Processor Tool.
Response:	The purpose of the Facility Ring Processor Tool is discussed in Section III-A of Exhibit SET-2, Generic DS0 Impairment Technical Appendix.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 171:	In the Facility Ring Processor Tool, please explain how the densities by wire center were derived for the Offices tab. What is their purpose? Where are they used?
Response:	The densities are based on the HAI model and are serve only informational purposes. This field is not used by the facility ring processor tool.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 172:	In the Facility Ring Processor Tool, what are the purposes of the Core Flag, RBOC flag, Tandem Flag, User Exclude CLLI Flag and Automated CLLI Exclude Flag?
Response:	The core flag identifies wire centers to be placed on the ring. The RBOC flag field identifies RBOC wire centers. The Tandem Flag field identifies tandem wire centers. The Exclude CLLI Flag and Automated CLLI Exclude Flag fields identify wire centers that were excluded from the ring because they exceeded the user adjustable distance input.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 173:	Please explain the purpose of the Transport Impairment Analysis Tool. How and where is the output used?
Response:	This is discussed in Section III-D of Exhibit SET-2, Generic DS0 Impairment Technical Appendix. The output of the model is an input to the DS-0 impairment tool. *See* general inputs tab, cell c33 of the DS-0 impairment analysis tool.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 174:	In the Transport Impairment Analysis Tool, what is meant by "tool handoff"? What is the source of data designated as "tool handoff"?
Response:	"Tool handoff" represents data that originated in another tool. The source data designated tool handoff within the transport impairment analysis tool is the facility ring processor tool.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 175:	In the Transport Impairment Analysis Tool, how does the economic life of each USOA category compare with forward-looking economic lives established by the FCC and Florida Public Service Commission?
Response:	*See* Input Portfolio FL 12-03-2003.pdf provided as part of the Exhibit SET-2 CD-ROM.

Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 176:	In the Transport Impairment Analysis Tool, state all facts and identify all documents that support the use of the labor rates and equipment costs on the equipment inputs and fiber structure tabs.
Response:	*See* Input Portfolio FL 12-03-2003.pdf provided as part of the Exhibit SET-2 CD-ROM.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 177:	In the Transport Impairment Analysis Tool, are the maintenance factors on line 19 of the fiber structure tab monthly or annual amounts?
Response:	Annual.
	Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 178:	In the Transport Impairment Analysis Tool, state all facts and identify all documents that support the use of the connectivity charges on the alternative connectivity tab.
Response:	The transport impairment analysis tool does not use the connectivity charges on the alternative connectivity tab.
	Response provided by: Steven Turner

REQUEST: BellSouth Fourth Set of Interrogatories

DATED: December 8, 2003

Interrogatory 179: State all facts and identify all documents that support the statement on page 15 of the Direct Testimony of Steven Turner that ILECs incur no costs for number portability.

Response: Mr. Turner is not aware of any statement on page 15 of his Direct Testimony indicating that ILECs incur no costs for number portability. However, the context of the discussion on this page is the costs that CLECs bear to provision service to their customers in a UNE-L environment that ILECs would not have to incur. In this context, for the vast majority of customers, there should be no number portability cost for BellSouth to provision one of its customers on one of its switches whereas a CLEC moving that customer with its former number to the CLEC's switch would bear incremental number portability cost.

Response provided by: Steven Turner

SUBMITTED this 29th day of December, 2003.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

ATTACHMENT
TO
INTERROGATORY NO. 140

System Name	Purpose	UNE-P	UNE-L
ASR	Order tracking and critical date scheduling		X
LIFE-Local Integrated Front End	A web based ordering application for switched local services (small and mid size markets)	X	X
SWF/PME	Order tracking, management and automation	X	
NISE	Facility Assignments		X
IBICS	LSR transmissions to RBOC's	X	X
LSR-V	Automation between PME & IBIC's for LSR sending, tracking and jeopardy notification	X	
Martin	Limited Billing, E-911, CARE LIDb & CNAM Feeds		X
PSR	Inventory database	X	X (LIFE orders only)
BMP	Business Maintenance Platform	X	X
Connectvu	Tool for building line level translations		X
Work Task Manager	Automation tool for LIFE based UNE-L orders		X
ALI	Facility assignment tool used in partnership with NISE		X

ATTACHMENT
TO
INTERROGATORY NO. 145

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment.

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list, these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time;
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS, are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16, 2002.

Sincerely,

cc: Greg Terry

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 29, 2003

AT&T'S RESPONSES TO BELLSOUTH'S FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (29-31)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Fourth Request for Production of Documents (29-31) to AT&T Communication of the Southern States, LLC, served on December 8, 2003, as follows:

REQUEST:	BellSouth Fourth Request for Production of Documents
DATED:	December 8, 2003
POD 29:	Produce all documents identified in response to BellSouth's Fourth Set of Interrogatories.
Response:	All documents identified are attached herein.

REQUEST:	BellSouth Fourth Request for Production of Documents
DATED:	December 8, 2003
POD 30:	Produce all documents referring or relating to the DS0 Impairment Tools referenced in the Direct Testimony of Steven E. Turner, including, but not limited to, an electronic copy of the spreadsheet models relied upon by Mr. Turner.
Response:	See attached.

REQUEST:	BellSouth Fourth Request for Production of Documents
DATED:	December 8, 2003
POD 31:	Produce copies of all responses made by you to data requests, interrogatories, and requests for production of documents from the staff of the Florida Public Service Commission.
Response:	See Attached.

SUBMITTED this 29th day of December, 2003.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of Requirements Arising from Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: January 16, 2004

AT&T'S THIRD SUPPLEMENTAL RESPONSE TO BELLSOUTH'S FIRST SET OF INTERROGATORIES –(No.5)

REDACTED VERSION

Subject to the General Objections filed with the Florida Public Service Commission on or about October 16, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, and the *Second Order on Procedure, Order No. PSC-03-1265-PCO-TP*, issued September 22, 2003 and November 7, 2003, respectively (hereinafter "*Procedural Orders*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following supplemental responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") First Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on October 9, 2003, as follows:

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 5:	Identify by name, address and CLLI code each ILEC wire center area, i.e., the territory served by the wire center, in which you provide qualifying service to any end user customers in Florida utilizing any of the switches identified in response to Interrogatory No. 1. If you assert that you do cannot identify or do not know how to ascertain the boundaries of a wire center area, provide the requested information for the ILEC exchange in which your end user customer is located.
Response:	AT&T incorporates by reference its response to Interrogatory No.1 as if fully set forth. Subject to the foregoing, **XXX Begin Confidential – Subject to Protective Order End Confidential - Subject To Protective Order XXX.** Provided by: Jay Bradbury
Supplemental Response	Please see Attachment 5b. Attachment 5b provides the association between all AT&T's local switches (this information was previously provided in Attachment 1a for Florida only) and AT&T's collocations (previously identified in Attachments 5 and 5a for Florida only) but now includes the switch/collocation information for all FIVE of the Southeastern States where AT&T has a local switch; i.e., Alabama, Florida, Georgia, North Carolina, and Tennessee. The switch information in Attachment 5b duplicates the Florida only information previously provided in AT&T initial responses to BellSouth's Interrogatories.
Supplemental Response	Attachment 5b has been revised to include two additional columns: Column "L" Active Customer voice grade

equivalent lines for each AT&T switch listed; and Column "W" Active DSO voice grade equivalent lines for each AT&T collocation associated with the switch. Data is provided for each state throughout BellSouth Territory.

SUBMITTED this 16th day of January, 2004.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
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Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

AT&T's Local Switches

Switch Name	Market	Switch Clli	Street Address	City	State	Switch Type	Manufacturer	Installed T1 Capacity	% Utilization	Active Customer Side VGEs
Birmingham	Birmingham	BRHMALPODS0	2101 6th Ave. North	Birmingham	AL					
M1 Jacksonville	Jacksonville	JCVLFLGHDS0	5930 Richards Street	Jacksonville	FL					
Jacksonville	Jacksonville	JCVLFLCLDS6	424 N Pearl St.	Jacksonville	FL					
Miami-1	Miami	NMIAFLAYDS0	990 NE 125 St.	North Miami	FL					
Miami-3	Miami	OJUSFLTLDS3	460 NE 216 St.	Ojus	FL					
Miami-2	Miami	FTLDFLOVDS3	1340 NW 40th Ave.	Ft. Lauderdale	FL					

REDACTED

M1	Pompano Beach	Miami (Pompano Beach)	PMBHFLEDDS0	141 NW 16th Avenue	Pompano	FL					
	Orlando	Orlando	ORLEFLGVDS0	1151 North Keller Rd.	Orlando	FL					
	Tampa	Tampa	TAMQFLRYDS0	6015 Benjamin Rd.	Tampa	FL					
	Atlanta-1	Atlanta	NRCRGAISDS0	5060 Avalon Ridge Pkwy.	Norcross	GA					

REDACTED

	Atlanta-2	Atlanta	ATLNGATLDS7	51 Peachtree Ctr. Ave.	Atlanta	GA						
M1	Stone Mountain (Atl.)	Atlanta	SNMTGAASDS0	4545 Stonegate Industrial Blvd.	Stone Mountain	GA						
M1	Vinings (Atl.)	Atlanta	ATLAGAQWDS0	1900 Cumberland Parkway	Atlanta	GA						
M1	(Ownership of KY Switch transferred to Comcast. AT&T leases cages and recovers costs from Comcast on per line basis)					KY						
	Charlotte	Charlotte	CHRLNCNADS0	200 South College St.	Charlotte	NC						
	Greensboro	Greensboro	GNBONCEUDS4	100 S. Eugene St.	Greensboro	NC						
	Raleigh	Raleigh	RLGHNCMODS1	128 Hargett St.	Raleigh	NC						

Chattanooga	Chattanooga	CHTGTNKVDS0	611 Chestnut St.	Chattanooga	TN					
Knoxville	Knoxville	KNVLTNBHDS0	900 South Gay St.	Knoxville	TN					
Nashville	Nashville	NSVLTN48DS0	49 Music Square West	Nashville	TN					

*OC-48 counts reported at building level. At least one OC-48 is installed in each on-net cage.

AT&T's On-Net and Off-Net Collocation Cages, by Switch

CLLI	CLLI 3	Address			V&H Coordinates			# of OC48s	DLC Capacity Installed	Active DSO VGEs
		Street	CO Name	State	V	H				
		1715 6TH AVE N	BIRMINGHAM	AL						
		1715 6TH AVE N	BIRMINGHAM	AL						
		3201 RIDGLEY DR	BIRMINGHAM-CAHABA HE	AL						
		136 W OXMOOR ROAD	OXMOOR	AL						
		1890 DATA DRIVE	RIVERCHASE	AL						
		424 N PEARL ST	JACKSONVILLE	FL						
		424 N PEARL ST	JACKSONVILLE	FL						
		2048 HENDRICKS AV	JACKSONVILLE	FL						
		2048 HENDRICKS AV	JACKSONVILLE	FL						
		6234 OLD ST AUG RD	SAN JOSE	FL						
		115 ALHAMBRA CIR	ALHAMBRA	FL						
		115 ALHAMBRA CIR	ALHAMBRA	FL						
		45 NW 5TH ST	GRANDE	FL						
		45 NW 5TH ST	GRANDE	FL						
		1245 W 69TH ST	HIALEAH	FL						
		25 NAHKODA DR	POINCIANA	FL						
		9056 NW 41ST ST	PALMETTO	FL						
		5275 N W 36TH ST	MIAMI AIRPORT	FL						
		2301 SW 100TH AV	CANAL	FL						
		6100 SW 57 AVE	red road	FL						
		1155 SW 67TH AV	MIAMI WEST	FL						
		19251 NE 26 TH AV	NDAD-OLETA	FL						
		5140 CONGRESS AV	BOCA RATON	FL						
		5140 CONGRESS AV	BOCA RATON	FL						
		838 S DIXIE HWY	BOCA RATON	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		10141 W BROWARD BLVD	FTLD JACARANDA	FL						
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL						
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL						
		4200 W OAKLAND PARK BLVD	OAKLAND	FL						
		4036 BRYAN BLVD	PLANTATION	FL						
		4036 BRYAN BLVD	PLANTATION	FL						
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL						
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL						
		1230 FEDERAL HWY	POMPANO BEACH	FL						
		1180 BANKS RD	MAGATE	FL						
		325 GARDENIA ST	MAIN ANNEX	FL						
		325 GARDENIA ST	MAIN ANNEX	FL						
		1500 N. HAVERHILL RD	HAVERHILL	FL						

REDACTED

		1500 N. HAVERHILL RD	HAVERHILL	FL						
		5140 CONGRESS AV	BOCA TEECA	FL						
		838 S DIXIE HWY	RATON MAIN	FL						
		780 S DEERFIELD AVE	DEERFIELD BEACH MAIN	FL						
		68 N W 98TH AV	PEMBROKE PINES	FL						
		250 SW 62ND AVE	WEST HOLLYWOOD	FL						
		450 SANFORD AVE	ALTAMONTE SPRINGS XA	FL						
		45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL						
		45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL						
		6621 S ORANGE AV	ORLD-PINECASTLE	FL						
		4959 SANDLAKE RD	SAND LAKE	FL						
		151 S NEW YORK AVE	WINTER PARK	FL						
		7320 LK UNDERHILL RD	AZEALEA PARK	FL						
		5120 SILVER STAR RD	PINE HILLS	FL						
		501 W 9TH ST	SANFORD MAIN	FL						
		4516-18 W NORTH A ST	Beach Park	FL						
		1280 CLEVELAND ST	Clearwater	FL						
		7502 W HILLSBOROUGH AVE	SWEETWATER	FL						
		610 N MORGAN ST		FL						
		3403 ORIENT RD	TAMPA-MAIN	FL						
		610 E ZACK ST	Tampa EAX	FL						
		3712 WALNUT ST	WESTSIDE	FL						
		2487 E BAY DR	Pinellas	FL						
		821 1ST AVE N	ST. PETERSBURG	FL						
		7502 W HILLSBOROUGH AVE	SWEETWATER	FL						
		525 N MAIN ST	ALPHARETTA-MAIN	GA						
		525 N MAIN ST	ALPHARETTA-MAIN	GA						
		5375 CHMB DNWD RD	DUNWOODY	GA						
		5375 CHMB DNWD RD	DUNWOODY	GA						
		377 Killian Hill Rd		GA						
		37 POWDER SPRINGS S	MARIETTA MAIN	GA						
		37 POWDER SPRINGS S	MARIETTA MAIN	GA						
		37 POWDER SPRINGS S	MARIETTA MAIN	GA						
		5866 BUFORD HWY	norcross	GA						
		5866 BUFORD HWY	norcross	GA						
		60 OAK ST.	ROSWELL MAIN	GA						
		1369 SPRING ST	SMYRNA	GA						
		1369 SPRING ST	SMYRNA	GA						
		1732 POWERS FERRY RD	POWER FERRY	GA						
		1732 POWERS FERRY RD	POWER FERRY	GA						
		2278 BROCKETT RD	TUCKER MAIN	GA						
		2278 BROCKETT RD	TUCKER MAIN	GA						
		3336 CHMB-DNWD RD	CHAMBLEE MAIN	GA						
		1028 N GREEN ST	CONYERS-MAIN	GA						
		3394 HOWELL ST	DULUTH	GA						
		330 OAK ST	LAWERENCVILLE MAIN	GA						
		5866 BUFORD HWY	norcross	GA						
		1732 POWERS FERRY RD	POWER FERRY	GA						

REDACTED

		3130 PEACHTREE RD	BUCKHEAD	GA						
		3130 PEACHTREE RD	BUCKHEAD	GA						
		270B, 70 COURTLAND	COURTLAND STREET	GA						
		270B, 70 COURTLAND	COURTLAND STREET	GA						
		3065 S MAIN ST	EAST POINT	GA						
		3065 S MAIN ST	EAST POINT	GA						
		65 10TH ST	PEACHTREE PLACE	GA						
		65 10TH ST	PEACHTREE PLACE	GA						
		5340 ROSWELL RD NE	SANDY SPRINGS	GA						
		2204 LAVISTA RD	TOCO HILLS	GA						
		2204 LAVISTA RD	TOCO HILLS	GA						
		3130 PEACHTREE RD	BUCKHEAD	GA						
		270B, 70 COURTLAND	COURTLAND STREET	GA						
		5340 ROSWELL RD NE	SANDY SPRINGS	GA						
		5340 ROSWELL RD NE	SANDY SPRINGS	GA						
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY						
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY						
		151 S MARTIN LUTHER KING BLVD	LEXINGTON	KY						
		4641 SOUTH BLVD	CHARLOTTE-SOUTH BLVD	NC						
		208 N CALDWELL ST	CHARLOTTE-CADWELL	NC						
		6240 DERITA RD	CHARLOTE DERITA	NC						
		6901 OLD REID RD	CHARLOTTE (REID)	NC						
		615 SHARON AMITY	SHARON AMITY	NC						
		9139 RESEARCH DR	CHAROLTTE-UNIVERSITY	NC						
		5220 CENTRAL AV	CENTRAL	NC						
		541 BRADFORD DR	CHARLOTTE THOMASBORO	NC						
		220 SOUTH ST	GASTONIA	NC						
		634 ASHLAND DR	GREENSBORO-ASHLAND	NC						
		100 S EUGENE ST	EUGENE	NC						
		629 W FIFTH ST	WINSTON SALEM-FIFTH	NC						
		317 E DAVIS ST	BURLINGTON	NC						
		4025 OLD VINEYARD	WINSTON-VINEYARD	NC						
		3219 GLEENWOOD AV	RALEIGH	NC						
		2111 NEW HOPE CH RD	RALEIGH	NC						
		121 W MORGAN ST	RALEIGH	NC						
		401 N ACADEMY ST	CARY RTP	NC						
		207 E ROSEMARY ST	CHAPELHILL	NC						
		4813 HOPSON RD	DURHAM	NC						
		104 HOLLOWAY ST	DURHAM	NC						

REDACTED

		2605 DUNCAN AV	DODDS	TN						
		300 E M L KING BLVD	NINETH STREET	TN						
		505 AIRPORT RD	CHATTANOOGA-BRAINERD	TN						
		410 MAGNOLIA AV	KNOXVILLE MAIN	TN						
		4605 LYONS VIEW RD	KNOXVILLE-BEARDEN	TN						
		1701 S WINSTON R	KNOXVILLE-WEST HILLS	TN						
		201 CHURCH 185 2AV N	Main and Toll	TN						
		201 CHURCH 185 2AV N	Main and Toll	TN						
		3203 HILLSIDE DR	SHARONDALE	TN						
		2224 ELLISTON PL	NASHVILLE-UNIVERSITY	TN						
		HIGH LEA DR	NASHVILLE-BRENTWOOD	TN						
		409 ELYSIAN FLD RD	CRIEVE HALL	TN						

REDACTED

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

January 20, 2004

CLERK
22 PM 1:23

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Responses to BellSouth's Fifth Set of Interrogatories filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: January 20, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S FIFTH SET OF INTERROGATORIES (NOS. 180-182)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Fifth Set of Interrogatories (Nos. 180-182), which were legally propounded by BellSouth on January 2, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 20th day of January, 2004.

The original and one copy of this Notice were also sent via overnight delivery on December 29, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on January 20, 2004.

Tracy Hatch/bs

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail as indicated this 20th day of January 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 **VIA OVERNIGHT MAIL**	BellSouth Telecommunications, Inc. • Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200

Tracy Hatch/las

Tracy W. Hatch

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

January 20, 2004

COMMISSION
CLERK
04 JAN 22 PM 1:23

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T's Response to BellSouth's 5th Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in the attachments to AT&T's Response to BellSouth's 5th Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of the attachments to AT&T's Response to BellSouth's 5th Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: January 20, 2003

AT&T'S RESPONSES TO BELLSOUTH'S FIFTH SET OF INTERROGATORIES (NOS. 180-182)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Fifth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 2, 2004, as follows:

REQUEST: BellSouth Fifth Set of Interrogatories

DATED: January 2, 2004

Interrogatory 180: In the "WC homing input" tab of the DS0 Impairment Analysis Tool.xls spreadsheet, there are inputs for the "Total Lines," "Bus Lines", "Res Lines", "Special Lines", "Public Lines", "Single-Line Bus" and "Households" of each CLLI code identified (columns E through K, respectively).

a. Describe with specificity how the CLLI-specific input for "Total Lines" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.a, 180.a.i and 180.a.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 68,454 "Total Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_ - LATA 460 – DS) impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

b. Describe with specificity how the CLLI-specific input for "Bus Lines" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.b, 180.b.i and 180.b.ii above, with a numerical example form the model. Specifically, demonstrate the development of the 13,436 "Bus Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_ - LATA 460 – DS0 impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

c. Describe with specificity how the CLLI-specific input for "Res Lines" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.c, 180.c.i and 180.c.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 13, 269 "Res Lines" associated with the

CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_ - LATA 460 – DS0 impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

d. Describe with specificity how the CLLI-specific input for "Special Lines" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.d, 180.d.i and 180.d.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 41,749 "Special Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_-LATA 460 – DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

e. Describe with specificity how the CLLI-specific input for "Public Lines" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.e, 180.e.i and 180.e.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 2,365 "Public Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_-LATA 460 – DS0 impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

f. Describe with specificity how the CLLI-specific input for "Single-Line Bus" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.f, 180.f.i and 180.f.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 282 "Single-Line Bus" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_ - LATA 460 – DS0 impairment analysis tool.xls associated with the AT&T's revised testimony in Florida.

g. Describe with specificity how the CLLI-specific input for "Households" is developed.

i. Identify the specific algorithms used, if any.

ii. Identify each data item and its source.

iii. Provide the answers to 180.g, 180.g.i and 180.g.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 10,546 "Households" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run_ - LATA 460 – DS0 impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

Response:

In the "WC homing input" tab of the DSO Impairment Analysis Tool.xls spreadsheet, there are inputs for the "Total Lines", "Bus Lines", "Res Lines", Special Lines", "Public Lines", "Single-Line Bus" and "Households" of each CLLI code identified (columns E through K, respectively).

a. Describe with specificity how the CLLI-specific input for "Total Lines" is developed.

i. Identify the specific algorithms used, if any.

See "Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See "Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on residential and business line counts reported by Bellsouth to the Florida Public Service Commission in its Schedule 8 filing from September 2003, Bellsouth's UNE L lines provided in Response to ATT data requests #55 and line counts for each line of business for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.a, 180.a.i and 180.a.ii above, with a numerical example from the model.

Specifically, demonstrate the development of the 68,454 "Total Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See "Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

b. Describe with specificity how the CLLI-specific input for "Bus Lines" is developed.

i. Identify the specific algorithms used, if any.

See "Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on residential and business line counts reported by Bellsouth to the Florida Public Service Commission in its Schedule 8 filing from September 2003, Bellsouth's UNE L lines provided in Response to ATT data requests #55 and line counts for each line of business for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.b, 180.b.i and 180.b.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 13,436 "Bus Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See "Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

c. Describe with specificity how the CLLI-specific input for "Res Lines" is developed.

i. Identify the specific algorithms used, if any.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on residential and business line counts reported by Bellsouth to the Florida Public Service Commission in its Schedule 8 filing from September 2003, Bellsouth's UNE L lines provided in Response to ATT data requests #55 and line counts for each line of business for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.c, 18O.c.i and 18O.c.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 13,269 "Res Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

d. Describe with specificity how the CLLI-specific

input for "Special Lines" is developed.

i. Identify the specific algorithms used, if any.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on special access lines reported for Bellsouth wire centers as reported by the Synthesis Model for 1996 and Bellsouth's 2002 ARMIS 4308 report. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.d, 180.d.i and 180.d.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 41,749 "Special Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

e. Describe with specificity how the CLLI-specific input for "Public Lines" is developed.

i. Identify the specific algorithms used, if any.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on public line counts reported for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.e, 180.e.i and 180.e.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 2,365 "Public Lines" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

f. Describe with specificity how the CLLI-specific input for "Single-Line Bus" is developed.

i. Identify the specific algorithms used, if any.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on single-line business line counts reported for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.f, 180.f.i and 180.f.ii above, with a numerical example from the model. Specifically, demonstrate the development of the 282 "Single-Line Bus" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls

associated with AT&T's revised testimony in Florida.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development for this wire center and all wire centers in AT&T's analysis. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

g. Describe with specificity how the CLLI-specific input for "Households" is developed.

i. Identify the specific algorithms used, if any.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

ii. Identify each data item and its source.

See Confidential Attachment DR 180.zip" for the work paper supporting the line count development. AT&T's filing relies on households reported for Bellsouth wire centers as reported by the Synthesis Model for 1996. These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

iii. Provide the answers to 180.g, 180.g.i and 180.g.ii above, with a numerical example from the model. Specifically, demonstrate the development of the **10,546** "Households" associated with the CLLI code BCRTFLBT as identified in the spreadsheet FL Errata Run- - LATA 460 - DSO impairment analysis tool.xls associated with AT&T's revised testimony in Florida.

See Confidential Attachment DR 180.zip" for the work paper supporting the number of households developed for this wire center (and all wire centers in AT&T's analysis). These work papers are confidential and proprietary and are being provided pursuant to the terms of the Protective Agreement.

REQUEST: BellSouth Fifth Set of Interrogatories

DATED: January 2, 2004

Interrogatory 181: Describe with specificity the development of the "Percent Lines Above Cross Over (for Enterprise Customers)" inputs on the "general inputs" tab of the DS0 Impairment Analysis Tool.xls spreadsheet and shown below as pulled from FL Errata Run_- LATA 460 – DS0 impairment analysis toll.xls associated with AT&T's revised testimony in Florida.

a. Identify the specific algorithms used, if any.

b. Identify each data item and its source.

c. Demonstrate the above development of the input data for the 77% value identified for UNE Zone 1 and cross over of 12 as highlighted in the table below.

Percent Lines Above Cross Over (for Enterprise Customers)

UNE Zone				
1	2	3	4	5
96%	94%	96%	0%	0%
94%	91%	90%	0%	0%
91%	87%	86%	0%	0%
87%	84%	83%	0%	0%
86%	82%	83%	0%	0%
84%	80%	75%	0%	0%
83%	78%	75%	0%	0%
81%	77%	71%	0%	0%
79%	75%	70%	0%	0%
77%	73%	65%	0%	0%
75%	71%	60%	0%	0%
74%	70%	59%	0%	0%
73%	68%	54%	0%	0%
67%	63%	51%	0%	0%

Response: **See Confidential Attachment DR 181 for the methodology and data sources used to develop the line counts used to calculate the percent of lines above crossover table.**

REQUEST:	BellSouth Fifth Set of Interrogatories
DATED:	January 2, 2004
Interrogatory 182:	Referring to the changes made to the "Total Lines", "Res Lines" and "Bus Lines" inputs from the original filing of Mr. Turner's testimony to the revised filing, SET-5 of Mr. Turner's revised direct testimony states: "The addressable business and residential lines were revised to correct an error inverting the business and residential line counts" With respect to the error Mr. Turner refers to, the inputs for "Total Lines", "Res Lines" and "Bus Lines" changes for every CLLI code in Fl. Explain with the specificity the changes made to these inputs.
Response:	**AT&T inadvertently placed the residential line counts in the business line count field and placed the business line counts in the residential line count field.**

Respectfully submitted, this the 20th day of January 2004.

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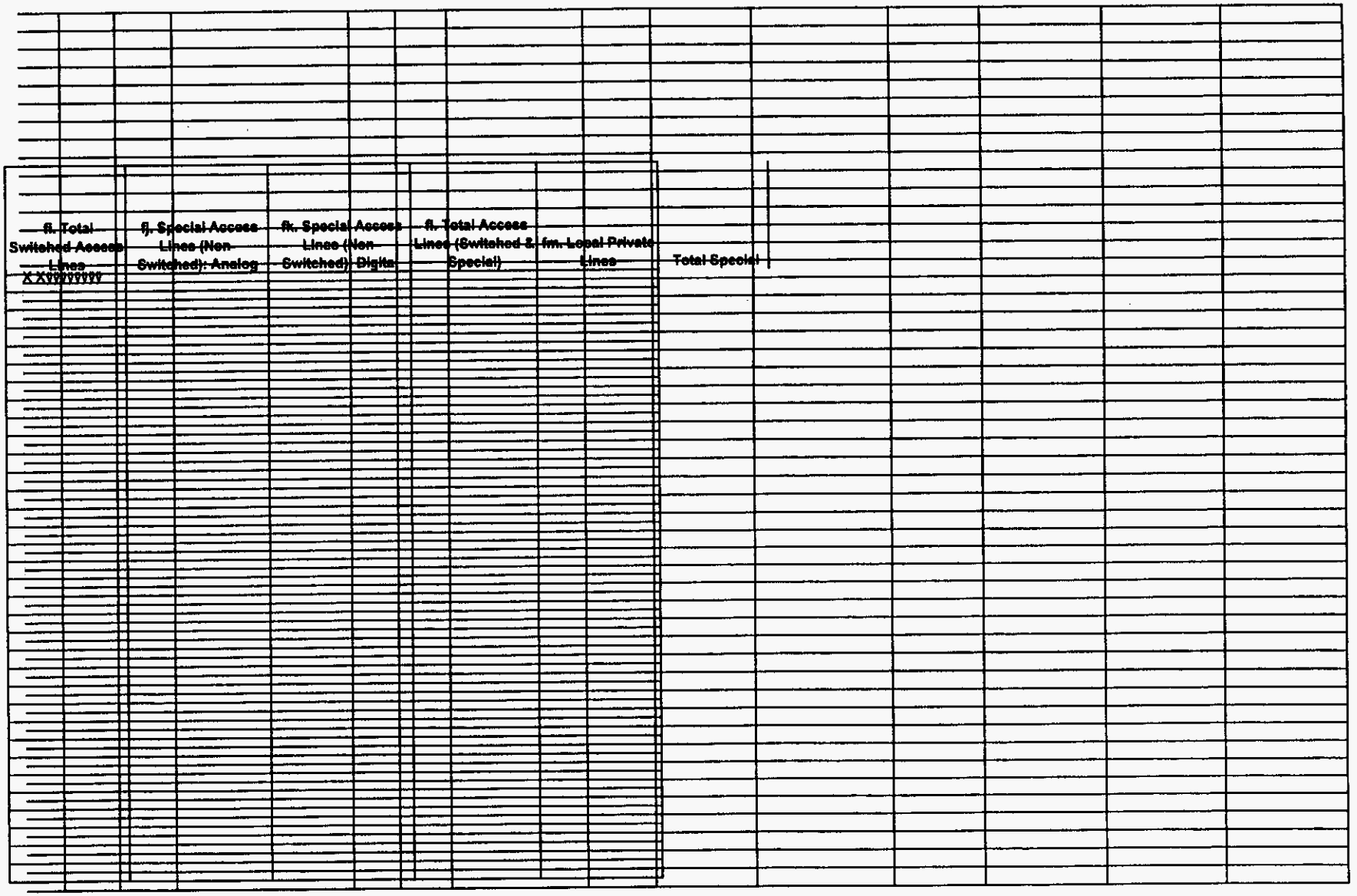
Data Run Date: 06/09/2003

FCC Report 43-08, the ARMIS Operating Data Report
Table III. Access Lines in Service by Customer

Data Reporting Conventions

Report	Year	COSA	Company	Sub #	Row #	Row Title	fb. Code	fc. Business Switched Access Lines - Single Line	fd. Business Switched Access Lines - Multiline	fe. Payphone Lines	ff. Residential Switched Access Lines - Lifeline	fg. Residential Switched Access Lines - Non-Lifeline - Primary	fh. Residential Switched Access Lines - Non-Lifeline - Non-Primary

AT&T REDACTED



AT&T REDACTED

CLLI	State	Neca_Id		Bus Lines	Res Lines	Special Line	Public Lines	ingle-Line Bu	Households	LATA	RBOC
											Southern Bell-FL
											Southern Bell-FL
											Southern Bell-FL

Southern Bell-FL
Southern Bell-FL
Southern Bell-FL

Southern Bell-FL
Southern Bell-FL
Southern Bell-FL

1 3 4 1 2 3 4 5 6 7 11

AT&T REDACTED

LEC_NAME	E_ZO	>=18kft	TANDEM_STATUS	LATA3	Res	Bus Lines	Special Lines	Total Lines	Bus & Res	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	1		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	1		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	1		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	1	0	1		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	1	0	1		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	1	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	1	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	1	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
[redacted]					#N/A	#N/A	[redacted]			
ELLSOUT	2	0	0		#N/A	#N/A	-	#N/A	#N/A	Change ba
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
[redacted]					#N/A	#N/A	[redacted]			Change ba
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
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ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	
ELLSOUT	3	0	0		#N/A	#N/A	-	#N/A	#N/A	

ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	1	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	2	0	1	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	1	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	2	0	1	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A

ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	2	0	1	#N/A	#N/A	-	#N/A	#N/A
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ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	1	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	2	0	0	#N/A	#N/A	-	#N/A	#N/A
ELLSOUTI	3	0	0	#N/A	#N/A	-	#N/A	#N/A

AT&T REDACTED

[redacted]
sed on node rejection to select 2 of the largest wirecenters that would pass CLLI rejection threshold

[redacted]

AT&T REDACTED

ID	CLLI	BusLines	ResLines	Special	Public	SLBus	Households	COMPANY	STATE
								Southern Bell - FL	FL
								Southern Bell - FL	FL
								Southern Bell - FL	FL

Southern Bell - FL	FL
Southern Bell - FL	FL
Southern Bell - FL	FL

Southern Bell - FL	FL
Southern Bell - FL	FL
Southern Bell - FL	FL

Southern Bell - FL	FL
Southern Bell - FL	FL
Southern Bell - FL	FL

Linecounts used in ATT DSO Impairment analysis
Retail and UNE Combo

LATA	Res (1)	Bus (1)	Res UNE L (2)	Bus UNE L (2)	Total Res	Total Bus	Total

(1) Res and Bus lines from Bellshouth SCHEDULE 8 filing with the FL PSC, Sept 2003
(2) UNE-L Lines - BST Response DR #55

Illustration

Sample Wire Center: ANYWCUSA
County: Springfield, ANYSTATE

Objective

The objective of this analysis was to create a distribution of companies by line-size segment for every US county and wire center. The line-size segments required for this analysis were:

Table 1: Line Size

REDACTED

The final distribution of lines was constructed using both public and proprietary data. This example is designed to illustrate the processes used in the construction of the wire center distributions of lines. The public information used is identified and provided to assist in the review of the process. Steps involving the use of proprietary data are identified; proprietary data are not provided in this illustration. The requisite proprietary data is commercially available and can be purchased directly from the providers listed below.

Public Data Sets:

- County Business Patterns (CBP) 2002, available through the US Bureau of Labor and Statistics. CBP was used as the company constraint at the county level as well as an input to unconstrained lines per employee.

Proprietary Data Sets:

REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: January 30, 2003

AT&T'S SUPPLEMENTAL RESPONSES TO BELLSOUTH'S FOURTH SET OF INTERROGATORIES (NOS. 131-179)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 and *Second Order on Procedure*, Order No. PSC-03-1265-PCO-TP issued November 7, 2003 (hereinafter collectively "*Procedural Orders*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following supplemental responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Fourth Set of Interrogatories to AT&T Communication of the Southern States, LLC as follows:

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 134:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, identify all documents referring or relating to the "untenable level of customer dissatisfaction" directed at AT&T due to BellSouth's hot cut process.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	The testimony of Denise Berger attached to Interrogatory No. 125 describes AT&T's experience as of September 2001. Since that time, BellSouth has completed only a small number of hot cut orders for AT&T within the nine-state BellSouth region. See Direct Testimony of Mark David Van De Water, pp. 7-9 (Proprietary version). Other than what has already been produced, there are no additional documents responsive to this request. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 135:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "substandard performance in returning timely firm order confirmations" for AT&T in Florida.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	See Response to Interrogatory No. 134. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 136:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "failure to provide a reliable schedule for performing hot cuts" for AT&T in Florida.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	See Response to Interrogatory No. 134. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 137:	Referring to page 8 of the Direct Testimony of Mark David Van De Water, state all facts and identify all documents referring or relating to BellSouth's "failure to notify AT&T consistently and timely that customer loops had been transferred" to AT&T in Florida.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	See Response to Interrogatory No. 134. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 138:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, state the total number of AT&T end user lines in Florida that BellSouth has "erroneously disconnected" and identify all documents referring or relating to such erroneous disconnections.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	See Response to Interrogatory No. 134. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 139:	Referring to page 9 of the Direct Testimony of Mark David Van De Water, state the total number of AT&T end user lines in Florida that BellSouth has "unduly delay[ed]" in reconnecting and identify all documents referring or relating to such delayed reconnection.
Response:	See Attachment No. 125 Response provided by: Denise Berger
Supplemental Response:	See Response to Interrogatory No. 134. Response provided by: Denise Berger

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 156:	Referring to page 45 of the Direct testimony of Steven E. Turner, does AT&T contend that LATAs are the appropriate geographic markets that the Florida Public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i)? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support use of LATAs as the appropriate geographic market(s) that AT&T contends the Florida public Service Commission should use in implementing FCC Rule 51.319(d)(2)(i) and state all facts and identify all documents supporting this contention?
Response:	Yes, subject to review of all the data that is produced in the proceeding and if the Commission applies the "triggers" in the appropriate manner. See *TRO*, ¶¶ 495-497. Response provided by: Steven Turner
Supplemental Response:	The Florida Public Service Commission can use the LATA as the appropriate geographic market for several reasons. LATAs were designed to reflect areas where customers make telephone calls that are of a local nature. In addition, the Commission has to use geographic markets to apply the "triggers" as well as for a "potential deployment" analysis. A LATA is a reasonably sized area in which an efficient CLEC may seek to enter the market using it's own switch if it were economically and operationally feasible. Furthermore, pursuant to the Telecommunications Act of 1996, the unbundling of network elements was a precondition to an incumbent's access to provide telecommunication services beyond the LATA. Thus, the LATA is the appropriate geographic market for the Commission to use to determine if there is actual or potential competition. Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 158:	In AT&T's opinion, what are the smallest and largest definitions of a geographic market that the Florida Public Service Commission could adopt consistent with the FCC's Triennial Review Order, and accepted economic principles? In answering this Interrogatory, provide specific references to the FCC's Triennial Review Order and identify all documents, including, but not limited to, economic treatises, articles or other literature that support this opinion.
Response:	See FCC's Triennial Review Order ¶¶ 495-497. See also TRO footnote 1536. Response provided by: Steven Turner
Supplemental Response:	See FCC's Triennial Review Order paras. 495-497. See also footnote 1536. See also response to Interrogatory 156. The largest is probably the LATA, but the Commission is not precluded from considering the serving territory of an individual ILEC. The smallest geographic market that the Florida Public Service Commission could adopt is also probably the LATA, i.e., the geographic market to the specific ILEC operating territory within the LATA. Response provided by: Steven Turner

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 161:	Has any analysis, study, or evaluation been conducted by, on behalf, or at the direction of AT&T to determine the existence of any cost disadvantage to a CLEC of providing qualifying service via the UNE-L for each wire center in Florida? If the answer to this Interrogatory is the affirmative, identify all documents referring or relating to such analysis, study, or evaluation.
Response:	See direct testimony of AT&T witnesses Steven E. Turner, Jay Bradbury, and Mark Van de Water.
Supplemental Response:	The testimony of these witnesses constitutes the analysis, study or evaluation requested. There are no other documents responsive to this request.

REQUEST:	BellSouth Fourth Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 168:	In the DS0 Impairment Analysis Tool referenced in the Direct Testimony of Steven Turner, what is the source of the wire center data on the WC Homing Input tab? Do the line counts include both ILEC and CLEC (UNE-P and UNE-L) lines? Do the business line counts include both large and small businesses?
Response:	The wire center level data is based on a combination of wire center level data from the HAI model, BellSouth's Schedule 8 filed with the Florida Public Service Commission September 2003 and BellSouth's response to AT&T's First Set of Interrogatories in this docket, specifically Interrogatory No. 55. Response provided by: Steven Turner
Supplemental Response:	The model inputs line count includes and is based upon the BellSouth data identified: the Schedule 8 filing and BellSouth's response to AT&T's Interrogatory No. 55. BellSouth has the data in its possession and should refer to it in response to this Interrogatory. Response provided by: Steven Turner

Respectfully submitted, this the 30th day of January 2004.

Tracy Hatch/las

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Tallahassee, FL 32301
(850) 425-6360
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Attorney for AT&T Communications of the
Southern States, LLC and TCG South Florida

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 4, 2004

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Responses to BellSouth's First Request for Admission, Sixth Set of Interrogatories, and Sixth Request for Production of Documents filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 4, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S FIRST REQUEST FOR ADMISSION AND SIXTH SET OF INTERROGATORIES (NOS. 183-241)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Sixth Set of Interrogatories (Nos. 183-241), which were legally propounded by BellSouth on January 16, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 4th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 4, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 4, 2004.

Tracy Hatch | cas

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 4, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S SIXTH REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 33-37)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Sixth Requests for Production of Documents (Nos. 33-37), which were legally propounded by BellSouth on January 16, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 4th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 4, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 4, 2004.

Tracy Hatch/ lcs

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 4th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 4, 2004

AT&T'S RESPONSES TO BELLSOUTH'S SIXTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about January 21, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Sixth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 16, 2004, as follows:

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 183:	Referring to page 4 of the Rebuttal Testimony of Jay M. Bradbury, admit that for a carrier to qualify as a self-provisioning provider for purposes of the FCC's self-provisioning trigger the TRO requires, in part, that the carrier be serving mass market customers in the particular geographic market in question using its own local circuit switches.
Response:	AT&T states that one "part" of the criteria for a carrier to qualify as a self-provisioning provider for purposes of the FCC's self-provisioning trigger the TRO is that the carrier be serving mass market market customers in the particular geographic area using its own local circuit switches. Thus, AT&T admits "in part" the statement for which BellSouth seeks an Admission. The other criteria for a carrier to qualify as a self-provisioning provider for purposes of the FCC's self-provisioning trigger the TRO are enumerated in the Direct (pages 36-52) and Rebuttal testimony of FCCA's witness Joe Gillan. AT&T is a member of FCCA and concurs in FCCA's position.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 184:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to any and all language in the TRO that support such denial.
Response:	Not applicable, see response to the foregoing Request for Admission.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 185: Referring to page 4 of the Rebuttal Testimony of Jay M. Bradbury, admit that for the purposes of the FCC's switching impairment analysis, the TRO defines mass market customers as analog voice customers that purchase only a limited number of POTS lines and can only be served via DS0 loops.

Response: AT&T states that the TRO provides many criteria in its definition of the mass market. One of those criteria are analog voice customers that purchase only a limited number of POTS lines and can be served via DS0 loops. Thus, AT&T admits "in part" the statement for which BellSouth seeks an Admission. There are multiple other criteria for the mass market listed in the TRO, such as:

- are residential and very small business customers; TRO ¶ 459
- do not require high bandwidth digital connectivity (i.e., DS1 and above) unlike enterprise customers; TRO ¶ 459
- the accounts tend to be smaller, lower revenue accounts characterized by low margins and are often serviced on a month to month basis and not pursuant to annual contracts; TRO ¶ 459
- are consumers of analog plain old telephone service or "POTS"; TRO ¶ 459
- purchase a limited number of POTS lines can only economically be served via analog_loops; TRO ¶ 497
- move freely from carrier to carrier which can cause a significant amount of churn and; TRO ¶ 474
- have come to expect the ability to change local service providers in a seamless and rapid manner. TRO ¶ 474

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 186:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to any and all language in the TRO that support such denial.
Response:	Not applicable, see response to the foregoing Request for Admission.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 187:	Referring to page 6 of the Rebuttal Testimony of Jay M. Bradbury, admit that the TRO does not expressly require that, when determining whether a competing carrier is serving mass market customers, the group of mass market customers has to include only residential customers or a combination of residential and business customers, as opposed to business customers alone.
Response:	AT&T is unsure of the meaning of this request and therefore cannot admit or deny without further clarification.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 188:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to any and all language in the TRO that support such denial.
Response:	Further clarification is needed before AT&T can admit or deny the foregoing request.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 189:	Does AT&T contend that in order for a carrier to qualify as a self-provisioning provider for purposes of the FCC's self-provisioning trigger test the carrier must be serving residential customers? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to any and all language in the TRO that support this contention.
Response:	AT&T does contend that in order for a carrier to qualify as a self-provisioning provider for purposes of the FCC's self-provisioning trigger test the carrier must be serving residential customers. There are several criteria for the term mass market and mass market customers. One of these criteria is that the mass market is comprised of residential and very small business customers; TRO ¶ 459. This statement in the TRO is stated in the conjunctive "and" rather than the disjunctive "or". Thus, the FCC recognized that the mass market is thus made up of both residential and small business customers. As discussed in response to Interrogatory No. 185, mass market customers are analog voice customers. While the precise percentages may vary, approximately 80% of BellSouth's analog phone lines are used by residential customers. Thus, any carrier that does not serve residential as well as small business customers would be ignoring approximately 80% of the mass market

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 190:	Referring to the six trigger criteria discussed on pages 5-6 of the Rebuttal Testimony of Jay M. Bradbury, provide specific references to any and all language in the TRO that support your position that a carrier must meet each of these six criteria in order to "qualify as one of the three self-provisioning providers necessary to satisfy the FCC's self-provisioning trigger."
Response:	The six trigger criteria discussed on pages 5-6 of the Rebuttal Testimony of Jay M. Bradbury is an extract of the direct testimony of FCCA's witness Joseph Gillan. The references in the TRO and support for Mr. Gillan's six trigger criteria are found at pages 36-52 of Mr. Gillan's Direct Testimony filed in this case on December 4,2003. AT&T is a member of FCCA and concurs in FCCA's position as expressed by Mr. Gillan in that testimony.

REQUEST:	Bellsouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 191:	Referring to page 6 of the Rebuttal Testimony of Jay M. Bradbury, explain in detail each and every way a self-provisioning trigger candidate that provides an "intermodal service" that is "comparable to the ILEC service in cost, quality, and maturity" (Criteria 4) would ever "be relying on ILEC analog loops to connect the customer to its switch" (Criteria 3).
Response:	The six trigger criteria discussed on pages 5-6 of the Rebuttal Testimony of Jay M. Bradbury is an extract of the direct testimony of FCCA's witness Joseph Gillan. The references in the TRO and support for Mr. Gillan's six trigger criteria are found at pages 36-52 of Mr. Gillan's Direct Testimony filed in this case on December 4,2003. The discussion of Criteria 3 and 4 is contained at pages 44 thru 48 of that testimony. AT&T is a member of FCCA and concurs in FCCA's position as expressed by Mr. Gillan in that testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 192: Do you contend that a carrier providing an "intermodal service" must use an ILEC's local loops to qualify as one of the three self-provisioning trigger candidates for purposes of the FCC's self-provisioning trigger test? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to any and all language in the TRO, that support this contention. Include in your response an explanation of why the FCC only required that the service of "intermodal service" providers, as opposed to all other providers, be comparable to the ILEC service in cost, quality, and maturity.

Response: The TRO criteria for including an intermodal service provider as one of the three self-provisioning trigger candidates for purposes of the FCC's self-provisioning trigger test is contained in the Direct Testimony of FCCA'a witness Joe Gillan filed in this case on December 4, 2003. AT&T is a member of FCCA and concurs in FCCA's position as expressed by Mr. Gillan in that testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 193: Referring to pages 7 through 9 of the Rebuttal Testimony of Jay M. Bradbury wherein he claims that AT&T does not provide service to residential customers using the local switches identified on page 7 and that all service being provided to small business customers is "an artifact of the old business plan" which is no longer being pursued, please:

(a) Define with specificity the "very small businesses" that AT&T originally planned on serving using DS0 UNE-L loops, collocations, and your own local switches, including specifying the number of access lines that each such business customer would need or require from AT&T;

(b) State the date or dates when the decision was made by AT&T to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches;

(c) Identify each and every document in your possession, custody or control that refers or relates to AT&T's decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches;

(d) Does AT&T contend that its decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches was made based on AT&T's experiences in Florida or any other state in the BellSouth region?; and

(e) If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention, including identifying each and every document that mentions Florida or any other state in the BellSouth region in connection with AT&T's decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches.

Response:

(a) AT&T's plans addressed customers having characteristics consistent with the TRO's definition of "mass market" and "very small business" that may be found, for example, in the TRO at para 127, FN 432, para 459, and FN 1402.

(b) AT&T has no records of the specific date or dates upon which the decisions to terminate active provisioning of service to customers having these characteristics via UNE-L arrangements were made.

(c) AT&T is attempting to locate documents responsive to this request and will provide as supplemental response.

(d) See AT&T's response to BST's Interrogatories 134 and 125.

(e) See response to c.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 194: Assuming that a switch is capable of providing and has sufficient capacity to provide qualifying service to both enterprise and mass market customers, does AT&T contend that there is a technical reason why that switch could only be used to provide qualifying service to enterprise customers? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including applicable technical references that support this contention.

Response: No, however, the technical ability to perform a certain function does not demonstrate that doing so is economically feasible.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 195:	Assuming that a switch is capable of providing and has sufficient capacity to provide qualifying service to both enterprise and mass market customers, does AT&T contend that there is a technical reason why that switch could only be used to provide qualifying service to mass market customers? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including applicable technical references that support this contention.
Response:	No. However, the technical ability to perform a certain function does not demonstrate that doing so is economically feasible or a prudent business decision.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 196:	Has AT&T taken any steps to discontinue the use of its own switches to serve the "very small businesses" referenced on pages 8 through 12 of the Rebuttal Testimony of Jay M. Bradbury?
Response:	No. As noted in the table on page 7 of Mr. Bradbury's rebuttal testimony these switches are serving thousands of enterprise customers and are on average, across the state, at least 87% enterprise, using BellSouth's and Verizon's own data.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 197: If the answer to Interrogatory No. 196 is in the affirmative, describe with specificity all efforts undertaken by AT&T to discontinue the use of its own switches to serve such customers and identify each and every document referring or relating to such efforts.

Response: Not applicable.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 198:	If the answer to Interrogatory No. 196 is in the negative, explain with specificity each and every reason AT&T has not made any effort to discontinue the use of its own switches to serve such customers and identify each and every document referring or relating to AT&T decision not to made such efforts.
Response:	See response to interrogatory 196. There are no related documents

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 199:	When the business plan referenced on page 9 of the Rebuttal Testimony of Jay M. Bradbury was "active," did AT&T ever forecast the number of "very small businesses" that AT&T expected to serve using DS0 UNE-L loops, collocations, and its own local switches"? If the answer to this Interrogatory is in the affirmative, identify each and every document referring or relating to such forecasts.
Objection:	Objection. The answer to this Interrogatory is irrelevant to the issue of whether AT&T is "actively providing" analog services to mass market customers, which is a criteria set for in the TRO in order for a CLEC to be considered a trigger candidate. As Mr. Bradbury's testimony indicates, AT&T is no longer "actively providing" analog services to small business utilizing DS0's and any information about the time period 1999-2001, when AT&T had an active business plan, is not relevant nor likely to lead to the discovery of admissible evidence concerning whether AT&T is an appropriate trigger candidate in 2004 for purposes of this Docket.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 200:	When the business plan referenced on page 9 of the Rebuttal Testimony of Jay M. Bradbury was "active," did AT&T ever forecast the number of DS0s that AT&T expected to provide using DS0 UNE-L loops, collocations, and its own local switches"? If the answer to this Interrogatory is in the affirmative, identify each and every document referring or relating to such forecasts.
Objection:	AT&T incorporates its Objection to Interrogatory No. 199 as if fully set forth herein.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	October 31, 2003
Interrogatory 201:	Admit that in Docket 000731-TP before the Florida Public Service Commission, AT&T asserted that it offered local exchange service in Florida via 4ESS switches, which function primarily as long distance switches, and 5ESS switches, which act as adjuncts to the 4ESS switches.
Response:	The issue in Docket 000731-TP involved the rate level for reciprocal compensation that would be due to AT&T for transport and termination of local calls originated by BellSouth customers. AT&T contended that its switches, out of which it provided local exchange services, served an area comparable to the area served by BellSouth's tandem switches. As a result, AT&T contended that it was entitled to reciprocal compensation for the termination of BellSouth's calls at the tandem rate level. AT&T offers a local exchange service to enterprise customers (defined as customers utilizing a DS1 or above loop) utilizing certain of its 4ESS switches called AT&T Digital Link (or ADL). AT&T also offers local exchange services to enterprise customers (again, defined as customers utilizing DS1 or above loops) utilizing its 5ESS switches. Subject to the above explanation, AT&T admits that it asserted that it offered local exchange services in Florida via its 4ESS and 5ESS switches.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 202:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support such denial.
Response:	Not applicable.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 203:	Explain with specificity how AT&T offers or offered local exchange service in Florida via 4ESS switches.
Response:	See AT&T's response to BellSouth's First Set of Interrogatories, Interrogatory No. 1.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 204:	Admit that in Docket 000731-TP before the Florida Public Service Commission one of the issues the Florida Commission was asked to resolve was whether AT&T was entitled to reciprocal compensation for the transport and termination of local traffic at the tandem switching rate.
Response:	AT&T admits that one of the issues in Docket 000731-TP was the appropriate rate level to be paid by BellSouth to AT&T for the transport and termination of local calls that originated on BellSouth's network by one of BellSouth's customers and terminated on AT&T's network to one of AT&T's customers.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 205:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support such denial.
Response:	Not applicable.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 206:	Admit that in Docket 000731-TP before the Florida Public Service Commission AT&T's witness(es) testified under oath that AT&T was entitled to reciprocal compensation for the transport and termination of local traffic at the tandem switching rate, in part, because AT&T's switches "served" a comparable geographic area to BellSouth's tandem switch.
Response:	The transcript of the hearings in Docket 000731-TP will reflect what the AT&T witness testified to. AT&T admits that it was AT&T's position in that case was that AT&T was entitled to reciprocal compensation at the tandem rate level, in part, because AT&T's network, served a geographic area comparable to the geographic area served by BellSouth's tandem network. AT&T made no representations in that proceeding that it could profitably or did serve mass market customers (defined as POTs customers utilizing analog loops), which is the subject of the proceeding in this Docket 030851-TP.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 207: If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support such denial.

Response: See Response to Request for Admission No. 206.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 208:	Admit that in Docket 000731-TP before the Florida Public Service Commission, AT&T's witness(es) testified under oath that AT&T could serve customers in every "nook and cranny" of Florida using its existing local switches and long loops.
Response:	Not applicable.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 209:	If the foregoing Request for Admission is denied, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support such denial.
Response:	Not applicable.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 210: Is it your contention that in Docket 000731-TP before the Florida Public Service Commission AT&T was merely testifying that it "could" or "was capable" of providing local service to every BellSouth customer in Florida using its existing switches, but that there was no implication or suggestion that it would be economic for AT&T to do so? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP, that support this contention.

Response: The issued involved in Docket 000731-TP was whether AT&T was or is entitled to receive reciprocal compensation at the tandem rate level based on whether AT&T's local network serves or is capable of serving a geographic area comparable to the geographic area served by BellSouth's tandem network. The issue involved in that proceeding did not involve whether it is profitable or economic to serve all of the customers who reside within that area and certainly not whether it is profitable or economic to serve mass market customers (as opposed to enterprise customers) with its own network and switch, which is the issue in this Docket 030851-TP. The transcript of the hearings in Docket 000731-TP will reflect what the AT&T witness testified to.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 211: Is it your contention that a reasonable and rational person, hearing or reading the testimony of AT&T's witness(es) in Docket 000731-TP before the Florida Public Service Commission, would or should have drawn the conclusion that what AT&T meant was that it was physically possible for AT&T to provide local service to every customer in BellSouth's service area using its own switches, but that AT&T had no intention of doing so? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support this contention.

Response: The transcript of the hearings in Docket 000731-TP will reflect what the AT&T witness testified to. AT&T does not speculate as to what conclusion BellSouth drew as a result of that testimony, nor what conclusion a "reasonable and rational" person would or should have drawn. AT&T would aspire to provide local service to all customers within the footprint of its local networks that it could profitably and economically serve. As previously indicated, AT&T currently serves enterprise customers utilizing its Class 4 and 5 switches in Florida.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 212: Is it your contention that a reasonable and rational person, hearing or reading the testimony of AT&T's witness(es) in Docket 000731-TP before the Florida Public Service Commission, would or should have drawn the conclusion that what AT&T meant was that it was physically possible for AT&T to provide local service to every customer in BellSouth's service area using its own switches, but that it would not be economic to do so? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to the hearing transcript from Docket 000731-TP that support this contention.

Response: See Response to Interrogatory No. 211.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 213:	Please admit that Don J. Wood is not an economist.
Response:	Because BellSouth has not defined "economist", AT&T can neither admit or deny this Interrogatory/Request for Admission. However, AT&T states that while Mr. Wood has a master's degree in economics and his expert testimony on economic issues has been accepted by state regulators, federal regulators, state, federal, and overseas courts, and arbitration tribunals, Mr. Wood does not usually refer to himself as an "economist".

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: October 31, 2003

Interrogatory 214: If the foregoing Request for Admission is denied, state all facts and identify all documents that support such denial.

Response: Not applicable.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 215: Does Mr. Wood claim to be qualified to give an opinion as an expert witness on economic matters? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on economic matters.

Response: Yes. In addition to his educational background, Mr. Wood has been engaged in economic analysis of the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 216: Does Mr. Wood claim to be qualified to give an opinion as an expert witness on the estimation of the cost of capital? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on matters involving the estimation of the cost of capital.

Response: Yes. Mr. Wood has a master's degree in finance and has been engaged in an analysis of the factors that directly impact the cost of capital incurred by firms in the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.

BellSouth Sixth Set of Interrogatories

REQUEST:

DATED: January 16, 2004

Interrogatory 217: Does Mr. Wood claim to be qualified to give an opinion as an expert witness on matters involving the depreciation of fixed assets? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on matters involving the estimation of the cost of capital.

Response: Yes. Mr. Wood has a master's degree in finance and has been engaged in an analysis of the factors that directly impact the expected useful life of network assets in the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 218:	For planning purposes, does AT&T have an expected useful life for its 4ESS or 5ESS switches? If so, what is that useful life?
Response:	AT&T will supplement its response to this Interrogatory.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 219: Referring to page 4 of the Rebuttal Testimony of Don J. Wood, please identify the BellSouth witness who argued "that a CLEC utilizing UNEs incurs less risk that (sic) a CLEC investing in its own network...." In answering this Interrogatory, provide specific references to the witness's testimony where this argument purportedly is made.

Response: A complete discussion of this topic including citations to Dr. Billingsley's testimony is presented at pages 50 through 56 of Mr. Wood's rebuttal testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 220: Referring to page 21 of the Rebuttal Testimony of Don J. Wood, please identify the BellSouth witness who claimed that "a CLEC incurs greater risk when self-provisioning a local circuit switch than when utilizing UNE switching or UNE-P." In answering this Interrogatory, provide specific references to the witness's testimony where this claim purportedly is made.

Response: See Direct Testimony of Dr. Debra Aron, pages 14 through 16; and Direct Testimony of Dr. Randall Billingsley, pages 11 through 13.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 221: Referring to page 5 of the Rebuttal Testimony of Don J. Wood, state all facts and identify all documents that support Mr. Wood's assertion concerning "frequent crashes" of the BACE model. In answering this Interrogatory, please:

(a) Define with specificity what Mr. Wood means by "crashes";

(b) State whether Mr. Wood checked to ensure that the computer he was using met the computer specifications in the BACE Users Guide?

(c) For each and every computer used by Mr. Wood that allegedly "crashed," provide the available memory, approximate free hard drive space, the operating system, and processor type at the time of each such alleged "crash";

(d) State whether Mr. Wood completed any runs of the BACE model during which the model did not "crash"; and

(e) State the number of computers on which Mr. Wood attempted to use the BACE Model.

Response:

a. Mr. Wood uses the term "crash" to indicate a situation in which the BACE model discontinues processing.
b. Yes. In addition to checking the BACE user's guide, Mr. Wood confirmed these characteristics with BellSouth personnel.
c. Mr. Wood does not have the requested information for each and every computer. A typical configuration is a follows: 768MB RAM and 26GB free hard drive space.
d. Yes.
e. Three (3)

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 222:	Referring to page 5 of the Rebuttal Testimony of Don J. Wood, identify all documents that support or otherwise refer or relate to Mr. Wood's assertion that the BACE model "produces different results for otherwise identical runs and where different users operating different computers obtain inconsistent results."
Response:	There are no documents responsive to this request.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED:

Interrogatory 223: Referring to page 8 of the Rebuttal Testimony of Don J. Wood, wherein he states that "in my experience, CLECs are highly motivated to utilize their own equipment and facilities whenever and wherever feasible," state all facts and identify all documents that support Mr. Wood's statement.

Response: Mr. Wood's statement is based on his experience working with approximately 40 different CLECs.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 224: Does Mr. Wood admit that AT&T takes the position that its network consists of fewer switches and longer loops than BellSouth's traditionally designed network?

Response: Because BellSouth has not defined "traditionally designed network" AT&T can neither admit or deny this Interrogatory/Request for Admission. However, in an effort to be responsive, it is Mr. Wood's understanding that AT&T's network consists of fewer switches and longer loops than BellSouth's network.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 225: If the foregoing Request for Admission is denied, state all facts and identify all documents that support such denial.

Response: Not applicable.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 226:	Does Mr. Wood admit that AT&T takes the position that its network design is more "efficient" than BellSouth's network design.
Response:	It is Mr. Wood's belief that AT&T's network is probably more efficient at performing some tasks, while BellSouth's is more efficient at performing others.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 227: If the foregoing Request for Admission is denied, state all facts and identify all documents that support such denial.

Response: Not applicable.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 228: With regard to AT&T's marketing offers directed to potential customers of qualifying service, such as its recent offer of $75 to residential end users to change their local telephone service from their current carrier to AT&T, how does AT&T make the determination about the specific end users to whom such offers will be made? Specifically:

(a) Does every resident in a subdivision, for instance, get the same offer? If not, how are the subscribers differentiated?

(b) Does AT&T or its marketing agency use any sort of lists, mechanisms or methods to differentiate between or to actually select the potential customers to whom such offers are made, and if so, explain those in detail.

(c) Does AT&T extend such offers to every existing telephone service subscriber in a wire center, if it makes the offer to any such subscribers in the wire center? If the answer is no, explain how, if not already provided, AT&T differentiates between such customers in the same wire center.

Response: Information responsive to this request can be found at:
http://ccpkms.ims.att.com/tariffs/indes.html

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 229: Does Mr. Wood have an opinion whether a BellSouth customer who leaves BellSouth and takes service from a CLEC will purchase more services from the CLEC, less services from the CLEC, or the same services the customer was purchasing from BellSouth? If the answer to this Interrogatory is in the affirmative, describe with particularity Mr. Wood's opinion and state all facts and identify all documents supporting that opinion.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 230: Referring to page 38 of the Rebuttal Testimony of Don J. Wood, has any analysis, study, or evaluation of CLEC market share been conducted by, on behalf of, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 231: Referring to page 43 of the Rebuttal Testimony of Don J. Wood, has any analysis, study, or evaluation of CLEC churn been conducted by, on behalf of, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: No.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 232:	Referring to page 45 of the Rebuttal Testimony of Don J. Wood, has any analysis, study, or evaluation of CLEC service offerings been conducted by, on behalf of, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.
Response:	No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 233: Referring to page 49 of the Rebuttal Testimony of Don J. Wood, has any analysis, study, or evaluation of CLEC sales and customer acquisition costs been conducted by, on behalf of, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 234: Referring to page 49 of the Rebuttal Testimony of Don J. Wood, has any analysis, study, or evaluation of CLEC general and administrative costs been conducted by, on behalf of, or at the direction of Mr. Wood? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 235: Referring to page 48 of the Rebuttal Testimony of Don J. Wood, does Mr. Wood have an opinion whether AT&T is an "efficient" CLEC as that term is used in the TRO? If the answer to this Interrogatory is in the affirmative, describe with particularity Mr. Wood's opinion and state all facts and identify all documents supporting that opinion.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 236: To the extent Mr. Wood claims to be qualified to render an opinion as an expert witness on the estimation of cost of capital, what does Mr. Wood contend should be the correct cost of capital for use in any business case modeling the "efficient" CLEC? In answering this Interrogatory, state all facts and identify all documents supporting Mr. Wood's contention.

Response: The discount rate in a business case analysis should reflect the risk that is specific to both (1) the firm considering the investment and (2) the risk of the investment being considered compared to the firm's overall level of risk.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 237: Referring to page 54 of the Rebuttal Testimony of Don J. Wood, Mr. Wood claims that Dr. Billingsley states that "future CLEC operations, when those CLECs will be incurring the risk to make large fixed investments in network infrastructure, will be less risky that (sic) the current operation of CLECs who rely on UNE switching and UNE-P." Please identify the page and line in Dr. Billingsley's pre-filed testimony where this statement is made. Alternatively, if Mr. Wood has inferred this conclusion from Dr. Billingsley's testimony, please provide a detailed explanation of the basis for Mr. Wood's inference.

Response: The basis for Mr. Wood's rebuttal testimony, including citations to Dr. Billingsley's testimony is described at pages 50-56.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 238: Does Mr. Wood contend that Dr. Billingsley concluded that the group of CLECs used in Dr. Billingsley's analysis was in fact a group, standing by itself, which was representative of an "efficient" CLEC? If the answer to this Interrogatory is in the affirmative, provide a detailed explanation, including cites to Dr. Billingsley's testimony, that Mr. Wood relies upon to support this contention.

Response: No.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 239: Has AT&T or anyone acting at the direction of or on behalf of AT&T made runs of the BACE model? If the answer to this Interrogatory is in the affirmative, please:

(a) Identify each person involved in making such runs of the BACE model, and, for each such person, state the number of runs of the BACE model he or she performed, and the number of hours spent in connection with performing such runs;

(b) Provide in electronic format the BACE Scenario Input files (these are the "ScenarioName"_Inputs.MDB files in the Scenario directory) used to make such runs of the BACE model;

(c) For each scenario, provide all changes from the Filed BellSouth BACE scenario "BellSouth_FL" used in such runs of the BACE model;

(d) Provide all report files from the BACE model which AT&T claims supports it position in this proceeding that CLECs are impaired without access to unbundled switching from BellSouth, including, for each such file, identifying the scenario used to prepare the file; and

(e) Provide a description of the steps used to verify or evaluate the BACE model, if any were performed, and identify all documents referring or relating to such verification or evaluation process.

Response:

a. Don Wood - Wood & Wood Consulting
Craig Risberg - Wood & Wood Consulting
Jennifer Taylor – Wood & Wood Consulting
Julie Murphy – FTI Consulting Group

b. An attempt is being made to collect this information and will

be provided as a supplemental response.

c. An attempt is being made to collect this information and will be provided as a supplemental response.
d. Mr. Wood has not relied on any report files from the BACE model in order to reach this conclusion.
e. There are no documents responsive to this request.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 240: Do you contend that there are any errors or flaws in the BACE model? If the answer to this Interrogatory is in the affirmative, please state all facts and identify all documents that support this contention. In answering this Interrogatory, please:

(a) Provide the BACE.Log file found in the root directory of the BACE model from the machine on which the error or flaw was encountered, a log or record of whether the BACE support line was called and informed, a screenshot of the error screen, and a list of the machines parameters (memory, free hard drive space, Operating system, processor type, etc..); and

(b) If you did not currently have the BACE.Log file, please provide the memory, approximate free hard drive space at the time, operating system, and process type for the machine(s) on which any error or flaw occurred.

Response: AT&T has made no such contention.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 241: Do you contend that any inputs used by BellSouth to the BACE model are erroneous, flawed, or are otherwise inappropriate? If the answer to this Interrogatory is in the affirmative, please:

(a) Identify each input value that you contend is erroneous, flawed, or inappropriate;

(b) For each input to the BACE model you contend is erroneous, flawed or inappropriate, state all facts and identify all documents that support this contention;

(c) Identify each input value that you contend should be used in the BACE model; and

(d) For each input value that you contend should be used in the BACE model, state all facts and identify all documents that support this contention.

Response: AT&T will supplement it's response to this Interrogatory.

SUBMITTED this 4th day of February, 2004.

Tracy Hatch / las

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 4, 2004

AT&T'S RESPONSES TO BELLSOUTH'S SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS (33-37)

Subject to the General Objections filed with the Florida Public Service Commission on or about January 21, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Sixth Request for Production of Documents (33-37) to AT&T Communication of the Southern States, LLC, served on January 16, as follows:

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 33:	Produce all documents identified in response to BellSouth's First Requests for Admission and Revised Sixth Set of Interrogatories.
Response:	The only documents identified in AT&T's Responses are references to BellSouth's own testimony and is already in the custody and control of BellSouth.

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 34:	Produce all documents created since January 1, 2000 referring or relating to the financial benefits to AT&T of providing local service using UNE-P instead of using UNE-L loops, collocation arrangements, and its own local switches.
Response:	AT&T is attempting to locate documents responsive to this request and will supplement should any documents be found to exist.

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 35:	Produce all documents created since January 1, 2000 referring or relating to the financial disadvantages to AT&T of providing local service using UNE-L loops, collocation arrangements, and its own local switches rather than UNE-P.
Response:	AT&T is attempting to locate documents responsive to this request and will provide by supplemental response should any documents be found to exist.

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 36:	Produce all documents governing the arrangement by which AT&T's switches serve Comcast customers as a result of the merger of AT&T Broadband and Comcast, as discussed on pages 4-5 of the Rebuttal Testimony of Jay M. Bradbury.
Response:	See AT&T's Response to BellSouth's First Interrogatories and First Request for Production of Documents.

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 37:	Produce all documents referring or relating to whether customers migrating qualifying service from an ILEC to AT&T tend to take the same services from AT&T, more services, or less services.
Response:	AT&T will supplement its response to this request.

SUBMITTED this 4th day of February, 2004.

Tracy Hatch | las

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 11, 2004

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Responses to BellSouth's Seventh Set of Interrogatories, and Seventh Request for Production of Documents filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 11, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S SEVENTH REQUESTS FOR PRODUCTION OF DOCUMENTS (NO. 38)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Seventh Requests for Production of Documents (No. 38), which were legally propounded by BellSouth on January 21, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 11th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 11, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 11, 2004.

Tracy Hatch /las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 11. 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S SEVENTH SET OF INTERROGATORIES (NOS. 242-280)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Seventh Set of Interrogatories (Nos. 242-280), which were legally propounded by BellSouth on January 21, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 11th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 11, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 11, 2004.

Tracy Hatch /bas

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 11th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
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Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 11, 2004

AT&T'S RESPONSES TO BELLSOUTH'S SEVENTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about January 28, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Seventh Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 21, 2004, as follows:

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 242:	Referring to page 9 of the Rebuttal Testimony of Jay Bradbury, how many of the 7,000 lines referenced by Mr. Bradbury were provisioned in BellSouth's region? In answering this Interrogatory, provide a breakdown of the number of lines provisioned in each of the nine states in the BellSouth region.
Response:	The 7,000 lines referenced by Mr. Bradbury on page 9 of his Rebuttal testimony refer only to the state of Florida. See Confidential Attachment 242 for a breakdown of the number of lines provisioned in each state in BellSouth's region where AT&T owns a local switch.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 243: Referring to page 30 of the Rebuttal Testimony of Jay Bradbury, wherein he contends "the technology and equipment necessary to implement ELP are available today and are being deployed and used by the ILECs in association with their deployment of DSL services," state all facts and identify all documents that support this contention. In answering this Interrogatory, identify each ILEC that has deployed ELP technology, state where such technology has been deployed, and describe with particularity how such technology purportedly is being deployed by ILECs, including describing any differences in such DSL deployment with the use of ELP in connection with UNE-L hot cuts.

Response: As described in the direct testimony of both Jay Bradbury and Mark Van de Water filed on behalf of AT&T, one means of achieving ELP functionality in the incumbent network is through the implementation of a "true" NGDLC architecture by which all end-user signals are digitized and packetized thereby permitting an electronic, efficient and economical means of loop access and migration for all carriers.

AT&T is not aware of any ILEC that has deployed the ***exact*** local access network architecture that is needed in order to achieve ELP *via* a tNGDLC architecture. However, as described in Mr. Bradbury's direct testimony, the ILECs, including BellSouth, in conjunction with their DSL rollout, have deployed equipment that is very similar to that which is needed in order to support ELP *via* a tNGDLC architecture.

For example, ILEC NGDLC architectures, including BellSouth's, place copper loops on NGDLC equipment (such as Alcatel's LiteSpan 2000 equipment) that supports the digitization and packetization of high-frequency spectrum (HFS) signals (e.g., high-speed data) and employ the use of ATM switches (such as Lucent's CBX-500 ATM switch and which are sometimes referred to as "Optical Concentration Devices (OCDs)" by the ILECs) in order to aggregate the HFS signals from many subtending NGDLCs. Under a "true" NGDLC architecture this functionality is extended to all end-user signals including low-frequency spectrum (LFS) signals such as voice. In such an

environment carriers could electronically access the signals for end-user loops from one or more ILEC LSO's *via* ports on the ATM switch—eliminating the need for manual hot-cuts and significantly reducing a CLEC's collocation profile. Voice gateways which would be needed for any carrier employing the use of circuit switched technology are used by many carriers today, including BellSouth as per its own admission. (*See* testimony of BellSouth witness Tennyson *at* page 5).

Moreover, it is worth noting that the ILECs have made recent announcements in regards to their plans to migrate towards digital, packet access architectures such as Fiber-To-The-Premise (FTTP) and the deployment of softwswitching architectures in their local network. For example, BellSouth, SBC and Verizon have engaged in a joint RFP process for FTTP equipment. See "FTTP Moving Up The To-Do List for 2004" *in* Network World Fusion *dated* December 15, 2003 available at http://www.nwfusion.com/news/2003/1215specialfocus.html?page=1. Regarding softswitching architectures, Verizon and Sprint have recently announced plans to start migrating their circuit switched networks to softwswitch technology. *See* "Verizon Selects Nortel Networks to Accelerate Building of Nation's Largest Converged, Packet-Switched Wireline Network Using Voice-Over-IP Technology" News Release dated January 7, 2004 *available at* http://newscenter.verizon.com/proactive/newsroom/release.vtml?id=83213&PROACTIVE_ID=cecdcccecfcaccc6c8c5cecfcfcfc5cececcc7c7cbcececfccc5cf. *Also see* Sprint News Release, "Sprint Once Again Makes History with Technology Milestone—Sprint is first to deploy revolutionary packet technology in both core and access portion of network" *dated* May 27, 2003 *available at* http://www3.sprint.com/PR/CDA/PR_CDA_Press_Releases_Detail/0,3681,1111632,00.html
Indeed, in a recent analyst presentation BellSouth notes that such next generation networks are "less labor intensive".[1]

Regardless, what is important to note is that such plans would fundamentally alter the local access network to one that supports digital, packet transmissions in a similar fashion that is envisioned by AT&T's ELP proposal. Indeed, these architectures

[1] *See* specifically pages 15-22 in "December 8, 2003: Bill Smith, Chief Product Development and Technology Officer – BellSouth Technology Update *at* the Lehman Brothers Fifth Annual T3 - Telecom, Trends & Technology Conference" available *at* http://investor.bellsouth.com/ireye/ir_site.zhtml?ticker=bls&item_id='pres.htm'&script=11959)

should be viewed as alternative technical means by which ELP functionality may potentially be achieved. AT&T's ELP *via* tNGDLC is but one example by which a digital, packet access network that facilitates ELP can be achieved.

See Attachment 243 Part 1 and Attachment 243 Part 2 to these Responses.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 244:	Referring to page 30 of the Rebuttal Testimony of Jay Bradbury, identify with specificity (i.e. by make and model number) the types of equipment Mr. Bradbury contends that the ILECs have deployed that are necessary to implement ELP.
Response:	See Response to Interrogatory No. 243.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 245:	Referring to page 10 of the Rebuttal Testimony of Mark Van de Water wherein he lists "proposed advantages" of SBC's hot cut process, does AT&T claim that SBC's hot cut process constitutes an operational impairment to the use of the UNE-L?
Response:	Yes. As Mr. Van de Water's rebuttal testimony states at page 10, "While these changes have not resolved all the issues between CLECs and the ILEC regarding how batch hot cut processes should operate, they have resulted in improvements to the process, and narrowed the scope of the issues to be addressed by state commissions."

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 246:	Referring to page 11 of the Rebuttal Testimony of Mark Van de Water, identify all data, study or analysis that support Mr. Van de Water's contention that "E-911 services will be needed" during the 15 minute hot cut window allowed by the Florida Public Service Commission.
Response:	First, the sentence quoted above actually states, "it is likely that E-911 services will be needed." Second, AT&T has no advance or historical information of when E-911 services will be needed or by whom, nor does it have advance or historical knowledge of when BellSouth will schedule hot cuts for all its CLEC customers who choose to use that offering. However, when the potential outage time is increased by 66% (from AT&T's recommendation of 5 minutes to the current 15 minutes), it is only logical that the risk is increased that a customer will not have telephone service when they want or need it.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 247:	Is it AT&T's belief that the 15-minute benchmark approved by the Florida Public Service Commission for coordinated hot cuts means that the end user may be out of service for up to 15 minutes?
Response:	It is AT&T's belief that the 15-minute benchmark approved by the Florida Public Service Commission for coordinated hot cuts means that 95% of the end-users may be out of service for up to 15 minutes. The other 5% of the end-users in Florida can be out of service indefinitely. Further, as this measure only applies to coordinated cut-overs, non-coordinated cut-overs (which BellSouth predicts in the future will be 50% or more of hot cuts) can all be out of service for 15 minutes or several hours, as long as they are worked on the due date. Also see BellSouth's proprietary response to AT&T's First Production of Documents #7, Bates # BST000084, item 5.2.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 248:	Referring to page 12 of the Rebuttal Testimony of Mark Van de Water wherein he states that "customers who experienced a service outage during a coordinated hot cut were out of service an average of seventeen hours; in November, they were out an average of eighteen and one-half hours," state the total number of customers who were out of service in each of these months.
Response:	The information sought in this Interrogatory is already in BellSouth's custody and control. However, in order to be responsive, AT&T provides the following information from BellSouth's PMAP data. BellSouth reports this metric information by trouble ticket, which could be greater than customers, but the data should be close, if not exact. BellSouth's reports state that in October there were 23, and in November there were 21. As noted by AT&T on page 12, these occurred with minimal volumes. Further these are reported only on those orders that were coordinated. If just one per cent of Mr. Heartley's monthly forecast of 91,755 hot cuts experience an outage during conversion, Florida will experience 917 outages a month, two per cent would result in 1,835 outages, etc.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 249: State all facts and identify all documents that support the contention on page 14 of Mark Van de Water's Rebuttal Testimony that BellSouth "is not meeting the requirements of the TRO by not allowing cross-connects in Florida?"

Response: First, Mr. Van de Water did not contend on page 14 of his testimony that BellSouth "is not meeting the requirements of the TRO by not allowing cross-connects in Florida". What Mr. Van de Water contends on page 14 of his testimony is that the "cross connects" which BellSouth "allows" today do not meet the TRO requirements that BellSouth ***provide*** cross-connects. AT&T relies on two portions of the TRO for its contention. First, see Section 51.319---------(2) Operational Barriers which states, "Specifically, the state commission shall examine whether....difficulties in obtaining cross-connects in an incumbent LEC's wire center render entry uneconomic for requesting telecommunications carriers in the absence of unbundled access to local circuit switching."

Second, see paragraph 514, which discusses further CLEC to CLEC cross connects:

> *Competitive LEC – to – Competitive LEC Cross Connects*. We have also determined that an incumbent LEC's **failure to provide** cross-connections between the facilities of two competitive LECs on a timely basis can result in impairment. Therefore, a state commission considering whether to find "no impairment" with regard to mass market switching must evaluate whether such delays increase requesting carriers' costs to such a degree that entry into the market is rendered uneconomic in the absence of unbundled switching. **Evidence relevant to this inquiry would include**, for example, **information regarding the incumbent's practices and procedures with regard to provision of cross-connects linking competitive carriers' facilities,** competitive LECs' complaints regarding the incumbent's past performance in this area, the incumbent LEC's response to these complaints, the costs incurred in connection with deficient performance in this regard, and the degree to which those costs render entry into a given market

uneconomic. (emphasis added)

Further, it is completely unclear to AT&T why BellSouth insists on interjecting its obligations under another portion of the FCC's rules (47 C.F.R. 51.323), which are not an issue in this docket, and does not address its obligations under 51.319, which are an issue in this docket. (See Surrebuttal testimony of BellSouth witness Wayne Gray.)

REQUEST:	Bellsouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 250:	State all facts and identify all documents that support the contention on page 15 of Mark Van de Water's Rebuttal Testimony that BellSouth's yet-to-be introduced "Special Access product" for cross connections "unnecessarily subjects a non-complex POTS's mass market line to cumbersome procedures such as certification and audits, and irrelevant obligations such as the requirement that the line carry at least 10% interstate traffic."
Response:	See November 13, 2003 and January 15, 2004 BST Line Sharing/Line Splitting Collaborative Meeting Notes. See also pages 10 & 11 of Surrebuttal testimony of BellSouth witness Wayne Gray.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 251:	State all facts and identify all documents that support the contention on page 15 of Mark Van de Water's Rebuttal Testimony that BellSouth's yet-to-be introduced "Special Access product" for cross connections "cannot be ordered efficiently."
Response:	See November 13, 2003 and January 15, 2004 BST Line Sharing/Line Splitting Collaborative Meeting Notes. See also pages 10 & 11 of Surrebuttal testimony of BellSouth witness Wayne Gray.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 252: State all facts and identify all documents that support the contention on page 16 of Mark Van de Water's Rebuttal Testimony that "AT&T has attempted to obtain a suitable bulk process from BellSouth to address customer service and cost issues, even with the availability of unbundled switching."

Response:

- See pages 20 through 23 of Mr. Van de Water's direct testimony as well as Exhibits MDV-5 and MDV-7.
- See pages 7 and 8 of Mr. Van de Water's surrebuttal testimony and Exhibit MDV-SR1.
- Mr. Pate acknowledges that AT&T submitted a change request for a bulk process (See pages 3 through 6 of Mr. Pate's direct testimony).
- BellSouth did not rebut AT&T's testimony that it had submitted a second request for a bulk process via BellSouth's New Business Request (NBR) process.
- See attached for additional documents.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 253:	State all facts and identify all documents that support the contention on page 19 of Mark Van de Water's Rebuttal Testimony that BellSouth's cutover of 200 lines in a single day: (i) "may have been achieved with days of pre-work, around-the-clock scheduling, and other extraordinary means"; and (ii) provides "no indication that the same volume work could be performed in that or any central office on a day-in and day-out basis."
Response:	As stated on page 19 on Mr. Van de Water's testimony, BellSouth provided no details regarding the types of activities required to achieve the cutover of 200 lines, or how it would sustain that level of activity on a daily basis in that central office or any other central office. Therefore, the testimony is factual that it (i) "may have been achieved with days of pre-work, around-the-clock scheduling, and other extraordinary means"; and (ii) provides "no indication that the same volume work could be performed in that or any central office on a day-in and day-out basis." Notably, Mr. Ainsworth's surrebuttal (see pages 20 and 21) still does not address the issues Mr. Van de Water raised on page 19 of his testimony.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 254:	If the Florida Public Service Commission were to find that CLECs were not impaired without access to unbundled local switching in providing qualifying service to mass markets in certain markets in Florida, would AT&T use coordinated or non-coordinated hot cuts in providing service to mass market customers in those markets?
Response:	Please see page 64 of direct testimony of Mark Van de Water which provides AT&T's recommendations for batch hot cuts, specifically at line 18 which states that CLECs should have the ability to schedule hot cuts at any point in the day, and line 35, which states that CLECs should have real-time electronic notification of individual loop completion.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 255:	Referring to the statement on page 27 of Mr. Van de Water's Rebuttal Testimony that "BellSouth's rates for its batch process are very high," has AT&T performed any study, evaluation, or analysis of the forward-looking costs of a batch hot cut process in Florida? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that study, evaluation, or analysis and identify all documents referring or relating to such study, evaluation, or analysis.
Response:	AT&T has not performed any forward-looking analysis of the batch hot cut process in Florida. As reported on pages 17 and 18 of the direct testimony of Mr. Van de Water, AT&T performed a comparative analysis of the UNE-P and hot cut migration rates in Florida, and the hot cut migration rate was very high compared to the UNE-P migration rate.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 256: State all facts and identify all documents that support or form the basis of the statement on page 30 of Mr. Van de Water's Rebuttal Testimony, that "rolling or transitional access to UNE-P is clearly not adequate to 'cure' operational and economic issues in Florida."

Response: As stated on page 26 of Mr. Van de Water's direct testimony, consistent with AT&T's own experience, the FCC drew the following conclusions with regard to the operational deficiencies involved in the hot cut process, especially as they would apply in a market in which competitors do not have access to UNE-P. As this chart denotes, none of these conditions will be eliminated by rolling access to UNE-P. Notably, BellSouth has provided no rebuttal testimony that these issues would be eliminated by rolling access to UNE-P.

FCC Conclusion of Hot Cut Deficiency	**Eliminated or Cured by Rolling Access**
Hot cuts are labor intensive	No
Hot cuts require the expenditure of substantial ILEC and CLEC resources	No
There is a practical limitation on how many manual hot cuts an ILEC can perform	No
Hot cuts often result in provisioning delays	No
Hot cuts can cause significant service outages	No
Poor hot cut performance causes customer dissatisfaction with individual competitors and the competitive process in general.	No
Hot cuts generally impose prohibitively high costs on competitors, both internal and external	No

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 257:	State all facts and identify all documents that support or form the basis of the statement on page 30 of Mr. Van de Water's Rebuttal Testimony that "rolling or transitional access to UNE-P would not resolve the economic impairment that results from the collocation, digitization, concentration and backhaul costs that a CLEC must incur to connect the ILEC loop to its switch" in Florida.
Response:	Rolling access does not obviate the need for collocation, digitization, concentration, and backhaul costs. Therefore, it does not result in avoiding those expenses and thus would not resolve the economic impairment that results from those costs. Also see response to 256 above.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 258: Referring to page 31 of the Rebuttal Testimony of Mark Van de Water, has AT&T conducted any analysis, study, or evaluation of the extent to which "more collocation space will be needed and traffic patterns within the network will change such that more local traffic will be routed to the ILEC's tandem switch" in Florida? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: AT&T has not conducted an analysis, study, or evaluation of the extent to which more collocation space will be needed and traffic patterns within the network will change such that more local traffic will be routed to the ILEC's tandem switch in Florida. As BellSouth full well knows, AT&T does not have the information necessary to conduct such a study. (AT&T notes that Mr. Heartley forecasts that BellSouth could be moving traffic from over 90,000 lines per month from BellSouth switches to CLEC switches). More importantly, BellSouth has provided no results of analysis, study, or evaluation of the extent to which more collocation space will be needed and traffic patterns within the network will change such that more local traffic will be routed to the ILEC's tandem switch in Florida. As indicated in Mr. Van de Water's direct testimony on pages 67 and 68, in conducting any assessment of the capacity of BellSouth's hot cut process (quantity) along with adequate quality, it is essential for BellSouth to provide the following information, with appropriate and adequate supporting detail, so that the Commission can ascertain the relative capability BellSouth has to provision service to mass market customers:

- Disclosure of an inventory of the collocation space readily available in each central office in Florida and its plan for how it will support the additional requests it could be expected to receive for new collocation arrangements and augments to existing arrangements, together with the impacts that this plan will have on existing collocation intervals.
- The ILEC's plans for how it will expand its tandem switching and associated transport network to accommodate all of the additional traffic it will be

receiving from the CLEC switches.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 259:	State all facts and identify all documents that support the statement on page 31 of Mr. Van de Water's Rebuttal Testimony that there will be a "need to plan and construct necessary additions to BellSouth's Florida central office back-up power plants." In answering this Interrogatory, identify with specificity each BellSouth central office in Florida to which Mr. Van de Water is referring.
Response:	See response to 260. Mr. Van de Water is not referring to a specific central office.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 260:	State all facts and identify all documents that support the statement on page 31 of Mr. Van de Water's Rebuttal Testimony that existing Florida central office collocation space would need to be "augmented" in order to "handle the surge of applications for new collocation arrangements." In answering this Interrogatory, identify with specificity each BellSouth central office in Florida to which Mr. Van de Water is referring.
Response:	First, on page 31 of Mr. Van de Water's Rebuttal testimony, he did not say that existing Florida central office collocation space would need to be "augmented" in order to "handle the surge of applications for new collocation arrangements." Mr. Van de Water's testimony said "Conspicuous for its absence is any discussion of the plans BellSouth has made to handle the surge of applications for new collocation arrangements and augmentations of existing collocations..." Second, in its response to Interrogatory 55, BellSouth reported it was providing UNE-P service in 197 of 198 of its central offices. It also reported that 69 of those central offices have no collocations, thirteen have only one collocation, and seven more only have two. Additionally, there are UNE-P providers in Florida today who have no switches or collocations. Further, BellSouth's force model assumed that every UNE-P would convert to UNE-L, and that there would be over one million UNE-P lines in service in Florida by the end of this year. Given this information from BellSouth, as well as generally considering a market without the availability of unbundled switching, it is reasonable to assume new collocations as well as augments of existing collocations.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 261:	Referring to page 33 of the Rebuttal Testimony of Mark Van de Water, has AT&T conducted any analysis, study, or evaluation regarding expected "growth in volumes on BellSouth's tandem network" in Florida? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.
Response:	See response to Interrogatory 262 below.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 262: Referring to page 35 of the Rebuttal Testimony of Mark Van de Water, has AT&T conducted any analysis, study, or evaluation regarding whether "BellSouth's tandem switches can handle the increased traffic load that they will be faced with" in Florida due to UNE-P to UNE-L migrations? If the answer to this Interrogatory is in the affirmative, describe with particularity the results of that analysis, study, or evaluation, and identify all documents referring or relating to such analysis, study, or evaluation.

Response: AT&T has not conducted an analysis, study, or evaluation regarding whether "BellSouth's tandem switches can handle the increased traffic load that they will be faced with" in Florida due to UNE-P to UNE-L migrations. As BellSouth full well knows, AT&T does not have the information necessary to conduct such a study. More importantly, BellSouth has provided no results of analysis, study, or evaluation regarding whether "BellSouth's tandem switches can handle the increased traffic load that they will be faced with" in Florida due to UNE-P to UNE-L migrations. As indicated in Mr. Van de Water's direct testimony on pages 67 and 68, in conducting any assessment of the capacity of BellSouth's hot cut process (quantity) along with adequate quality, it is essential for BellSouth to provide the following information, with appropriate and adequate supporting detail, so that the Commission can ascertain the relative capability BellSouth has to provision service to mass market customers:

- The ILEC's plans for how it will expand its tandem switching and associated transport network to accommodate all of the additional traffic it will be receiving from the CLEC switches.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 263:	State all facts and identify all documents that support the statement on page 34 of Mr. Van De Water's Rebuttal Testimony that BellSouth's trunks will experience trunk blockage as a result of the elimination of UNE-P.
Response:	AT&T does not find this statement on page 34. Please clarify and AT&T will supplement its response.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 264:	State all facts and identify all documents that support Ms. Brenner's testimony that "it [sic] simply impossible to establish collocation in all 14,000 ILEC central offices" in paragraph 5 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity why AT&T believes it would be necessary to establish collocation in 14,000 ILEC central offices in order to provide qualifying service to mass-market customers using its own local switches.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 265:	State all facts and identify all documents that support Ms. Brenner's testimony that "EELs are only effective to combine high capacity loops with transport" in paragraph 5 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity all efforts made by AT&T to use EELs in providing qualifying service to mass-market customers using its own switches.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 266:	State all facts and identify all documents that support Ms. Brenner's testimony that "coordinated hot cuts cause significant delays in provisioning service" in paragraph 7 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with coordinated hot cuts in BellSouth's region and quantify the "delays" allegedly experienced by AT&T in connection with those hot cuts.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 267:	State all facts and identify all documents that support Ms. Brenner's testimony that "coordinated hot cuts ... can result in prolonged service outages" in paragraph 7 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with coordinated hot cuts in BellSouth's region and quantify the "prolonged service outages" allegedly experienced by AT&T in connection with those hot cuts.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 268:	State all facts and identify all documents that support Ms. Brenner's testimony that the DLC "workarounds that have been developed are neither cost-effective nor scalable" in paragraph 8 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with DLC "workarounds" in BellSouth's region and quantify the "costs" allegedly incurred by AT&T in connection with their use.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 269:	State all facts and identify all documents that support Ms. Brenner's testimony that "CLECs are effectively barred from offering service" to customers served via IDLC in paragraph 22 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with offering service to customers served via IDLC in BellSouth's region and quantify the number of customers in BellSouth's region that AT&T has decided not to serve because of IDLC.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 270:	Identify the specific "markets" in which "AT&T attempted substantial UNE-L entry ... for low volume business locations served via voice-grade loops" described in Paragraph 35 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 271: State all facts and identify all documents that support Ms. Brenner's testimony that "on a nationwide basis, customer conversions took an average of 45 days – a month and a half – from the point of sale to the establishment of customer dial tone with AT&T facilities" in paragraph 39 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, please:

(a) State with specificity how this 45-day period was calculated, including providing all underlying data upon which this calculation was based;

(b) Describe each step in the process of converting a customer from the point of sale to the establishment of customer dial tone with AT&T facilities, including stating the average period of time involved in completing each step;

(c) Describe with particularity AT&T's experiences with converting customers served with AT&T's facilities in BellSouth's region; and

(d) Quantify the length of time experienced by AT&T from the point of sale to the establishment of customer dial tone with AT&T facilities in connection with customer conversions in BellSouth's region.

Response: AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 272:	State all facts and identify all documents that support Ms. Brenner's testimony that "over half of orders were cancelled prior to conversion" in paragraph 40 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with cancelled orders in BellSouth's region and quantify the number of such cancelled orders.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 273:	Does AT&T contend that customer orders have been cancelled prior to conversion because of problems with BellSouth's coordinated hot cut process? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 274:	State all facts and identify all documents that support Ms. Brenner's testimony that "the UNE-L provisioning process often required multiple calls to the customer to reschedule events" in paragraph 41 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with rescheduling events due to BellSouth's UNE-L provisioning process and provide by telephone number each customer who had to be rescheduled because of that process.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 275:	What is the "normal length" of an outage referenced in footnote 11 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony? In answering this Interrogatory, state all facts and identify all documents that support Ms. Brenner's determination of "the normal length" of an outage.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 276: State all facts and identify all documents that support Ms. Brenner's testimony that there is an average 21-day interval from point of sale to establishment of customer dial tone for UNE-P orders in paragraph 49 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, please:

(a) State with specificity how this 21-day period was calculated, including providing all underlying data upon which this calculation was based;

(b) Describe each step in the process of converting a customer from the point of sale to the establishment of customer dial tone via UNE-P, including stating the average period of time involved in completing each step;

(c) Describe with particularity AT&T's experiences with converting customers served via UNE-P in BellSouth's region; and

(d) Quantify the length of time experienced by AT&T from the point of sale to the establishment of customer dial tone via UNE-P in connection with customer conversions in BellSouth's region.

Response: AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 277:	Were any of the UNE-P lines converted to AT&T's facilities in BellSouth's region as discussed in paragraph 50 of Ms. Brenner's FCC Declaration referenced on page 9 of Mr. Bradbury's Rebuttal Testimony? If not, specify the ILEC that performed the conversion and quantify the number of conversions performed by each such ILEC.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 278:	Identify the "handful of states" that in AT&T's view "have made it possible to have both reasonable rates for UNEs and workable OSS with which to order UNE-P" as discussed in paragraph 52 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony?
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 279:	State all facts and identify all documents that support Ms. Brenner's testimony that the coordinated hot cut process "continues to result in substantial delays and in prolonged outages for customers" in paragraph 67 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity the "substantial delays" and "prolonged outages" experienced by AT&T in BellSouth's region and quantify those "delays" and "outages," including providing the time period during which these "delays" and "outages" allegedly occurred.
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 280:	State all facts and identify all documents that support Ms. Brenner's testimony that "the overall performance on coordinated hot cuts is woefully inadequate" in paragraph 69 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity the AT&T coordinated hot cut experiences in BellSouth's region and explain with specificity why AT&T contends such performance has been "woefully inadequate."
Response:	AT&T will provide a response to this Interrogatory on or before February 13, 2004.

SUBMITTED this 11th day of February, 2004.

Tracy Hatch /bs

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Attorney for AT&T Communications of
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 11, 2004

AT&T'S RESPONSES TO BELLSOUTH'S SEVENTH REQUEST FOR PRODUCTION OF DOCUMENTS (38)

Subject to the General Objections filed with the Florida Public Service Commission on or about January 28, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Seventh Request for Production of Documents (38) to AT&T Communication of the Southern States, LLC, served on January 21, 2004, as follows:

REQUEST:	BellSouth Seventh Request for Production of Documents
DATED:	January 21, 2004
POD 38:	Produce all documents identified in response to BellSouth's Seventh Set of Interrogatories.
Response:	All identified documents have been attached to AT&T's Response to Bellsouth's Seventh Set of Interrogatories.

SUBMITTED this 11th day of February, 2004.

Tracy Hatch /las

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Attorney for AT&T Communications of
the Southern States, LLC

AT&T's Response to BellSouth's 7th Set of Interrogatories
Attachment to Interrogatory 242
Redacted Version

SHADED CELLS CONTAIN CONFIDENTIAL INFORMATION

Mass Market Analog DS0 Loop Data

	Loops Provisioned in 2001	Loops Provisioned in 2002	Loops Provisioned in 2003	2003 Remaining Embedded Base
Alabama				
Florida				
Georgia				
North Carolina				
Tennessee				

Data is approximate by virtue of rounding.
* AT&T records.
** Meld of AT&T & BST records.
# BST records.

SHADED CELLS CONTAIN CONFIDENTIAL INFORMATION

AT&T's Response to BellSouth's 7th Set of Interrogatories
Attachment to Interrogatory 243
Part 1

http://www.nwfusion.com/cgi-bin/mailto/x.cgi

FTTP moving up the to-do list for 2004

By Jim Duffy

Network World, 12/15/03

Regional Bell operating companies say they will begin deploying fiber-to-the-premises technology next year, a rather speedy time frame considering that the proposal for FTTP equipment was issued only six months ago.

Of the three RBOCs that jointly issued the proposal, Verizon is the most bullish and aggressive on FTTP. Verizon already has named its equipment suppliers - Advanced Fibre Communications is the chief vendor - and disclosed plans to pass 1 million homes in 2004, perhaps doubling that coverage in 2005.

SBC, on the other hand, is the most conservative on its FTTP mplementation.

"There is no requirement for FTTP to gain share" in access lines, said SBC CFO Randall Stephenson at a recent investment conference. "Right now, it's not on our front burner. There's no sense urgency to take FTTP for a compelling product offering."

BellSouth is the third RBOC proposing FTTP.

FTTP defines a set of common technical requirements for extending fiber-optic cabling and equipment to homes and businesses. The industry standard-compliant specifications will grease the skids for deployment of next-generation broadband networks that deliver high-bandwidth Internet, voice and video services and applications to corporations and residences.

Approximately 10% of businesses in the U.S. have fiber access to the service provider network, industry executives have said.

RBOCs hope the investment they make in running fiber to homes and businesses will generate more revenue for them by way of enticing new services and higher-speed transport for their customers.

They also hope it will stem the loss of customers and access line revenue to alternative service providers such as cable companies.

But FTTP is rife with deployment challenges. The main one is in the fiber run and how much that fiber run will cost.

RBOCs have a choice of overbuilding their existing copper cabling plant with fiber, or limiting fiber runs to new homes and business structures. RBOCs also have to consider how to run the fiber - aerially or underground - and how much those rights-of-way will cost.

Generally, it costs more to trench fiber underground than it does to string it along the wires that run from telephone pole to telephone pole. It also costs more to overbuild an existing copper infrastructure vs. running fiber where there are no existing facilities, such as new homes or buildings.

To date, only Verizon has said it will undertake an overbuild project, while BellSouth and SBC are for the most part holding back.

Current estimates list buildout costs at $600 to $1,000 per home. The cost of the build undoubtedly will be factored into the cost of service to the subscriber.

And if subscribers aren't willing to pay the asking price for the service, the hole dug for the fiber quickly becomes a money pit.

"It seems that before FTTP becomes the growth engine we all hope for, there is pain in the form of lots of development expense before large-scale deployments begin perhaps in late 2004 or in 2005," says analyst Anton Wahl of Needham and Co.

SBC's take

This is not lost on SBC, which is why the RBOC is most cautious on FTTP.

"The economics are not appealing to us on an overbuild basis," says SBC's Stephenson. That's why SBC will limit its initial FTTP buildouts to greenfield builds and new and existing multi-dwelling units (MDU) that do not require trenching, Stephenson says. As a result, the FTTP opportunity will be targeted instead of broad-based, he says.

According to Wachovia Capital Markets, SBC will commence FTTP trials in the first half of next year with some limited greenfield or MDU deployments in the second half of the year. SBC projects 250,000 to 350,000 new greenfield lines will be added each year after that, according to Wachovia.

SBC has not announced its FTTP vendor, but investment firm UBS Warburg says it's likely to be Alcatel because of Alcatel's incumbency in an SBC FTTP trial in California, and in supplying the RBOC with DSL and digital loop carrier equipment. UBS Warburg thinks SBC will deploy 500,000 FTTP lines by the end of next year.

SBC declined to comment on that report.

BellSouth says it will have approximately 1 million households on fiber by year-end. Approximately 800,000 are greenfield builds, and the remainder are overbuilds, says Peter Hill, BellSouth vice president of technology planning and deployment.

Looking ahead, BellSouth will turn up its "first office application" of FTTP in the second half of next year, Hill says. But the RBOC foresees no significant increase in fiber investment next year, CFO Ronald Dykes told analysts last month.

"The [FCC's] Triennial Review threw a grenade in the middle of [FTTP]," Dykes said. "It chills any incremental investment. That said, we're still placing fiber in new build situations."

The RBOCs say the FCC's recent Triennial Review of policies regarding competitor access to RBOC facilities still needs clarification before the Bells continue to invest in and build out new broadband infrastructure such as FTTP.

According to the RBOCs, the Triennial Review largely kept current unbundling wholesale regulations in place for existing copper facilities - regulations

the Bells say cost them money and discourage investment - but requirements for new builds, such as FTTP, are still unclear.

Two weeks ago, Verizon issued a press release calling on the FCC to "readily provide the country with a national broadband policy" by clarifying the rules that govern broadband networks and services.

"[Regulatory ambiguity will] "only deter our investment in these new technologies," says Verizon Vice Chairman and President Larry Babbio.

http://newscenter.verizon.com/proactive/newsroom/release.vtml?id=83213&PROACTIVE_ID=cecdcccecfcaccc6c8c5cecfcfcfc5cecec cc7c7cbcececfccc5cf

News Release

Verizon Selects Nortel Networks to Accelerate Building of Nation's Largest Converged, Packet-Switched Wireline Network Using Voice-Over-IP Technology

National Technology Deployment Expected to Lead to Innovative Multimedia Communications Services for Businesses and Consumers;
Verizon is Largest Telecom Provider in U.S. to Begin Replacing Traditional Central Office Switches with Packet Switches

January 7, 2004

Media contacts:
Mark Marchand, Verizon, 518-396-1080
Christie Blake, Nortel Networks, 978-288-8439

NEW YORK - Verizon Communications (NYSE:VZ) this year will dramatically accelerate the evolution of its nationwide wireline network to packet-switching technology and has selected Nortel Networks [NYSE/TSX: NT] as its Voice Over Internet Protocol (VoIP) equipment provider.

Verizon will begin deployment of the new Nortel Networks equipment in its local and long-distance voice wireline networks later this year. Verizon plans to offer one of the industry's most comprehensive suites of VoIP and multimedia services, providing consumers and businesses in markets throughout the United States with communications capabilities that dramatically increase functionality, mobility and productivity. Verizon expects that its next-generation network will be the nation's largest converged network, capable of simultaneously handling voice, data and video transmissions.

Nortel Networks and Verizon have executed an interim letter of agreement (LOA) covering the initial terms of the arrangement. The parties expect to replace this LOA with a five-year agreement within the next few months.

"Construction of this next-generation wireline network will drive new revenue growth for us as we expand the services we can offer to customers nationwide, as well as make our existing network more efficient while maintaining our high level of network reliability," said Lawrence T. Babbio Jr., Verizon vice chairman and telecom president. "This move is as significant as when the industry began moving from analog to digital technology in the 1980s."

Paul Lacouture, Verizon president-Network Services Group, said, "We are literally taking what is known in the industry as the Public Switched Telephone Network and transforming it. The time is right for this move."

Verizon began deploying similar technology in its network in 1999, with VoIP gateway switches for some long-distance companies. In 2002, Verizon began installing similar technology from Nortel Networks in parts of the company's inter-city network and a year later deployed the technology in segments of the company's long-distance network.

This arrangement with Verizon represents one of Nortel Networks' most comprehensive converged-network wins to date. Verizon plans to deploy Nortel Networks Succession* carrier VoIP solutions and Multimedia Communications Portfolio as the backbone of its national network migration. In addition, Verizon will continue to market and sell Nortel Networks enterprise IP

Telephony portfolio to business customers nationwide. Key elements of Verizon's arrangement with Nortel Networks are:

-Begin the replacement of a number of Verizon's traditional local switches with Nortel Networks softswitches (the industry term for VoIP packet switches) and VoIP gateways, in what is expected to represent the largest conversion of its kind in the nation. In addition, Verizon will begin using the Nortel Networks switches to expand the company's long-distance network.

-Nortel Networks will be the exclusive provider of Verizon's local and long-distance Class 4 (tandem) and Class 5 (local) VoIP switches in new offices over the next 18 months,

-Nortel Networks will be the exclusive supplier of Verizon's VoIP and multimedia services infrastructure over the next 18 months.

-Verizon and Nortel Networks will engage in collaborative selling initiatives aimed at upgrading Verizon's enterprise (PBX) customers to VoIP and interconnecting these PBXs via Verizon's converged network. Together, Nortel Networks and Verizon will target the 13,000 Nortel Networks Meridian* PBX systems and 150,000 Norstar* key systems utilized by Verizon's enterprise customers in Verizon's territory.

"This is an aggressive move by Verizon to deliver on the industry's vision of convergence, and a testament to Nortel Networks' global vision of transforming networks, eliminating boundaries, and offering service providers a foundation for value-rich services prized by both consumers and businesses," said Sue Spradley, president, Wireline Networks, Nortel Networks. "We are on the edge of a new era in telecommunications - one in which superior delivery of integrated voice, video, and data will enhance how, when and where people communicate with full mobility. Our VoIP and multimedia technology will enable Verizon's customers to make a video call, share electronic documents and send text messages in one environment with ease."

The launch of network-based VoIP services enhances Verizon's strong position in the Enterprise market for converged solutions and completes the advanced services portfolio created as part of the successful Enterprise Advance initiative. For business customers nationwide, Verizon plans to offer bundled local and long-distance voice, data and new productivity-enhancing multimedia services and applications. Enterprise customers will be able to augment traditional dial-tone services with more flexible IP services such as instant video-calling, unified messaging, Web-based call screening and routing and address book integration. Nortel Networks VoIP solutions and Multimedia Communications Portfolio, which include VoIP Virtual Private Networks (VPNs), Centrex IP and converged multimedia services, will enable Verizon to offer enterprise customers the ability to efficiently connect multiple sites as well as link telecommuters and mobile workers nationwide via a single high-speed packet network.

This initiative builds upon Verizon's Enterprise Advance, a nationwide network buildout announced in December 2002 and now operational in 56 markets. Verizon will leverage Enterprise Advance to offer voice, data and multimedia services both within and outside its traditional serving territory.

For residential customers, Verizon will be able to offer a complete suite of affordable bundled services, including local and long-distance VoIP service, as well as Internet access -- all over a single broadband connection. Residential and enterprise customer traffic will share Verizon's common packet network. When combined with Verizon's previously announced fiber to the premises (FTTP) project, customers will utilize the greater bandwidth and quality of service for seamless and simultaneous voice, multimedia and video services.

Verizon's initial service deployment is scheduled for mid-2004 and is expected to include hosted VoIP and multimedia services for business and consumers.

Nortel Networks has already begun shipping softswitch equipment for Verizon's long-distance, tandem, and end-office networks, including Succession Communication Server (CS) 2000 Superclass softswitches and local and long-distance access gateways. Other Nortel Networks equipment expected to be deployed by Verizon includes Nortel Networks Passport* Packet Voice Gateway, Succession Multiservice Gateway 4000, Succession Media Gateway 9000, and the Multimedia Communication Server 5200. Verizon also plans to deploy and distribute numerous Enterprise IP Telephony products from Nortel Networks.

A Fortune 10 company, Verizon Communications (NYSE:VZ) is one of the world's leading providers of communications services, with approximately US$67 billion in revenues. Verizon companies are the largest providers of wireline and wireless communications in the United States, with more than 139 million access line equivalents and 36 million Verizon Wireless customers. Verizon is the third largest long-distance carrier for U.S. consumers, with nearly 16 million long-distance lines. The company is also the largest directory publisher in the world, as measured by directory titles and circulation. Verizon's international presence includes wireline and wireless communications operations and investments, primarily in the Americas and Europe. For more information, visit www.verizon.com.

Nortel Networks is an industry leader and innovator focused on transforming how the world communicates and exchanges information. The Company is supplying its service provider and enterprise customers with communications technology and infrastructure to enable value-added IP data, voice and multimedia services spanning Wireless Networks, Wireline Networks, Enterprise Networks, and Optical Networks. As a global company, Nortel Networks does business in more than 150 countries. More information about Nortel Networks can be found on the Web at www.nortelnetworks.com.

http://www3.sprint.com/PR/CDA/PR_CDA_Press_Releases_Detail/0,3681,1111632,00.html

Sprint Once Again Makes History with Technology Milestone
Sprint is first to deploy revolutionary packet technology in both core and access portion of network

Media Contact:
Alice O'Brien, 913-794-3652
alice.a.obrien@mail.sprint.com

OVERLAND PARK, Kan. – May 27, 2003
Sprint (NYSE: FON, PCS) today became the first major telecommunications company in the United States to begin the technology leap and convert from a circuit-switched telephone network to a simplified, next-generation packet network. The project entails the replacement of Sprint's entire local switching network with packet technology. The launch of the innovative packet technology began today in Gardner, Kan.

Packet switching provides the most efficient alternative for the replacement of Sprint's existing circuit switches, and enables Sprint to meet the demands of customers while addressing capacity growth. The conversion will consist of an entire network evolution to packet. By initially leveraging the high reliability of Asynchronous Transfer Mode (ATM), Sprint will be capable of combining three separate "overlay" networks into a single, converged network for voice, data and private-line services. The technology put into place today provides the high reliability and full set of services of today's voice and data networks and solidly positions Sprint for Internet Protocol (IP) applications.

A packet network enables voice, video and data traffic to be "broken down" into smaller pieces (packets) and simultaneously sent across the same path allowing for a more efficient use of the network. The planned migration of Sprint's eight million lines to a packet system will improve the capability of the company's network to introduce and operate future products and services, and facilitates the progression to a seamless Sprint network.

"The eyes of the telecom world are now positioned on Gardner, Kan.," said Mike Fuller, president, Sprint's Local Telecommunications Division. "This is a historical landmark not only for Sprint, but also for the entire telecommunications industry. A packet network lays the groundwork for services that customers haven't even imagined yet, and Sprint is in position to lead the way."

"The migration to a packet network is based on economic analysis that indicates it is a prudent business decision to change our circuit network in certain locations," added Fuller. "We have identified hard economic 'triggers' for the conversion of one million lines and we'll continue to identify additional offices that will be dictated by future economic signals."

In addition to Gardner, Kan., the locations that are scheduled for conversion to packet switching in 2003 include Independence,Va.; Newport, Pa..; Boulder City, Nev.; Mill Hall, Pa.; Wauchula/Zolfa Springs, Fla.; and Warren, Ohio.

Sprint has teamed with Nortel Networks* (NYSE/TSX: NT) to launch the circuit-to-packet transformation that involves replacing Class 5 switches with softswitches, which are considered the brains of the packet network, and gateways, which are the on-ramps and off-ramps. The simplified switching network allows for a 75% consolidation of host central offices.

"Building on its history of innovation, Sprint is revolutionizing the way residential and business telephone traffic accesses, and transported across the network. This network transformation demonstrates the ability to build out a fully featured, large-scale, packet network," said Sue Spradley, president, Wireline Networks, Nortel Networks. "Through Nortel Networks Succession* solution, Sprint will be positioned to maximize its existing network investments and extend its geographic reach while building a foundation for the delivery of new multimedia services in the future, like instant video calling and personal call management services, that will help revolutionize the way people communicate -- increasing user mobility, collaboration and productivity."

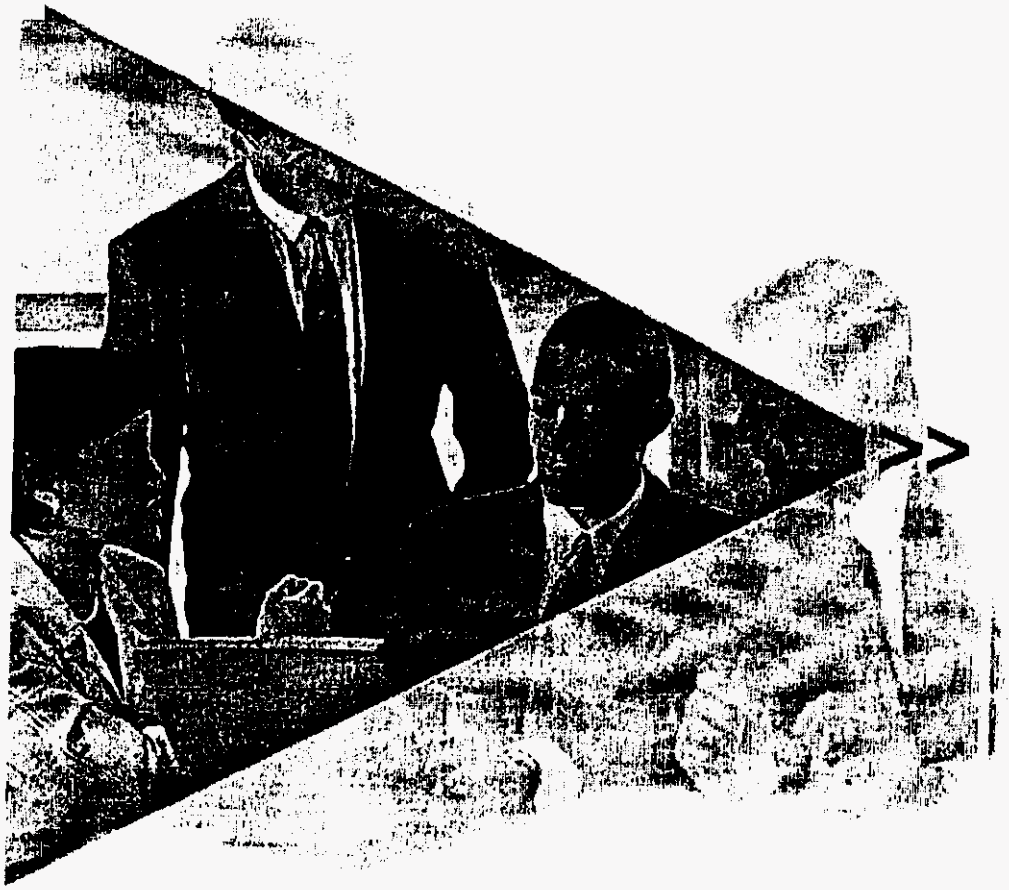
Nortel Networks will provide Global Network Services and will be responsible for all delivery, installation and testing of the new packet equipment. Nortel Networks equipment that will be used in the Sprint network includes Succession Communication Server 2000 superclass softswitches, Succession Multiservice Gateway 4000, Succession Media Gateway 9000, and Nortel Networks Passport* 15000 Multiservice Switches.

The circuit-to-packet conversion continues the evolution in technological innovation for Sprint, a company that is also responsible for the nation's first 100-percent digital, fiber-optic network, and the first 100-percent digital, nationwide PCS wireless network.

About Sprint
Sprint is a global integrated communications provider serving more than 26 million customers in over 100 countries. With approximately 68,000 employees worldwide and nearly $27 billion in annual revenues, Sprint is widely recognized for developing, engineering and deploying state-of-the-art network technologies, including the United States' first nationwide all-digital, fiber-optic network and an award-winning Tier 1 Internet backbone. Sprint provides local communications services in 39 states and the District of Columbia and operates the largest 100-percent digital, nationwide PCS wireless network in the United States. For more information, visit www.sprint.com.

About Nortel Networks
Nortel Networks is an industry leader and innovator focused on transforming how the world communicates and exchanges information. The Company is supplying its service provider and enterprise customers with communications technology and infrastructure to enable value-added IP data, voice and multimedia services spanning Wireless Networks, Wireline Networks, Enterprise Networks, and Optical Networks. As a global company, Nortel Networks does business in more than 150 countries. More information about Nortel Networks can be found on the Web at www.nortelnetworks.com.
*Nortel Networks, Succession and Passport are trademarks of Nortel Networks.

AT&T's Response to BellSouth's 7th Set of Interrogatories
Attachment to Interrogatory 243
Part 2



BELLSOUTH®

Technology Update

Bill Smith, CTO

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Safe Harbor

In addition to historical information, this briefing may contain forward-looking statements reg rding events nd fin nci l trends. F ctors th t could ffect future results nd could cause actual results to differ materially from those expressed or implied in the forward-looking st tements include: (i) ch nge in economic conditions in domestic or intern tion l m rkets where we oper te or h ve m teri l investments which would ffect dem nd for our services; (ii) currency devaluations and continued economic weakness in certain international markets in which we oper te or h ve m teri l investments; (iii) the intensity of competitive ctivity nd its resulting impact on pricing strategies and new product offerings; (iv) higher than nticip ted c sh requirements for investments, new business initi tives nd cquisitions; (v) unfavorable regulatory actions and (vi) those factors contained in the Company's periodic reports filed with the SEC. The forward-looking information in this presentation is given as of this d te only, nd BellSouth ssumes no duty to upd te this inform tion.

This presentation may also contain certain non-GAAP financial measures. The most directly comp r ble GAAP fin nci l me sures, nd full reconcili tion of non-GAAP to GAAP financial information, are provided on the Company's investor relations website, www.bellsouth.com/investor.

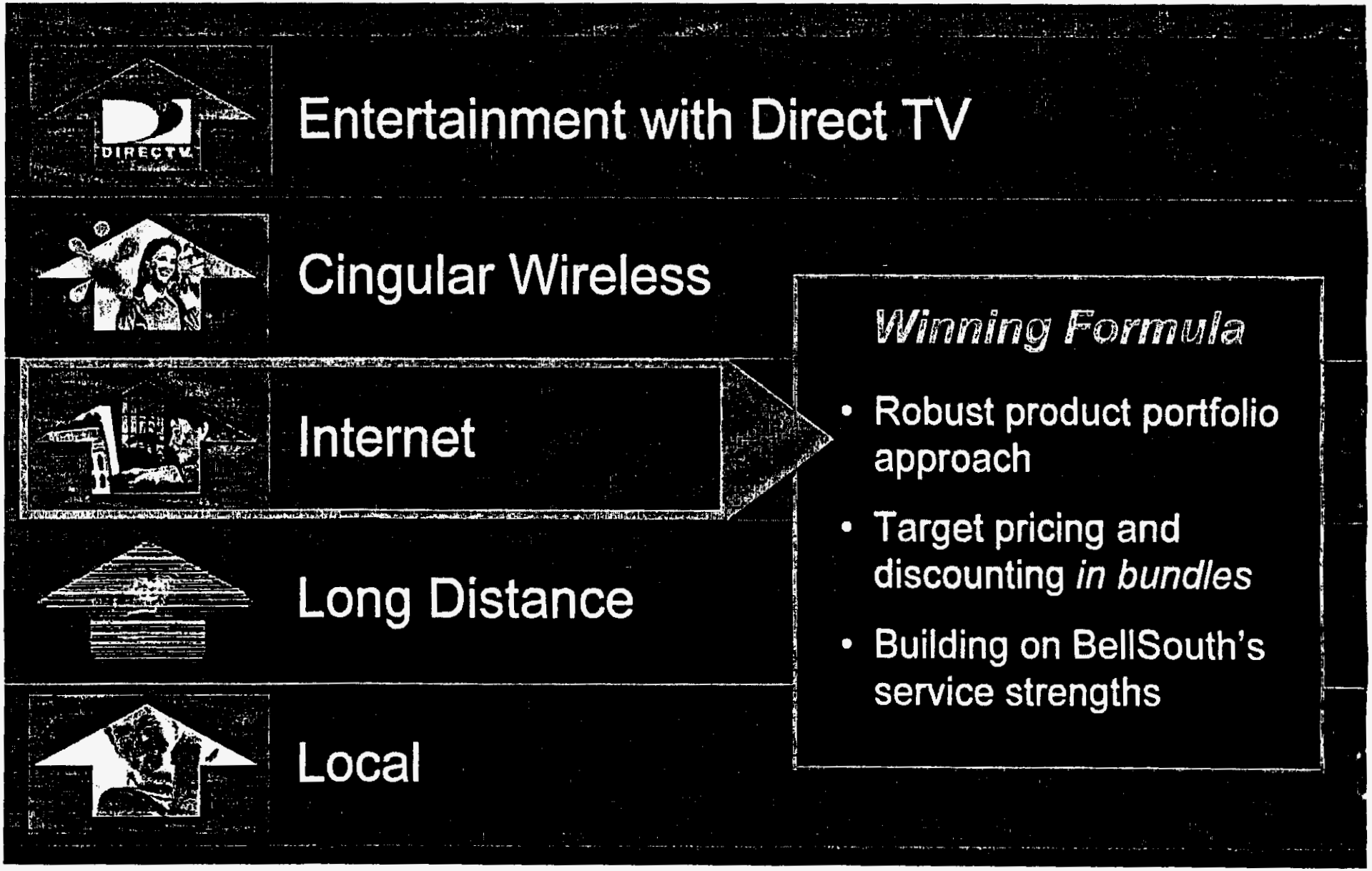
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Agenda

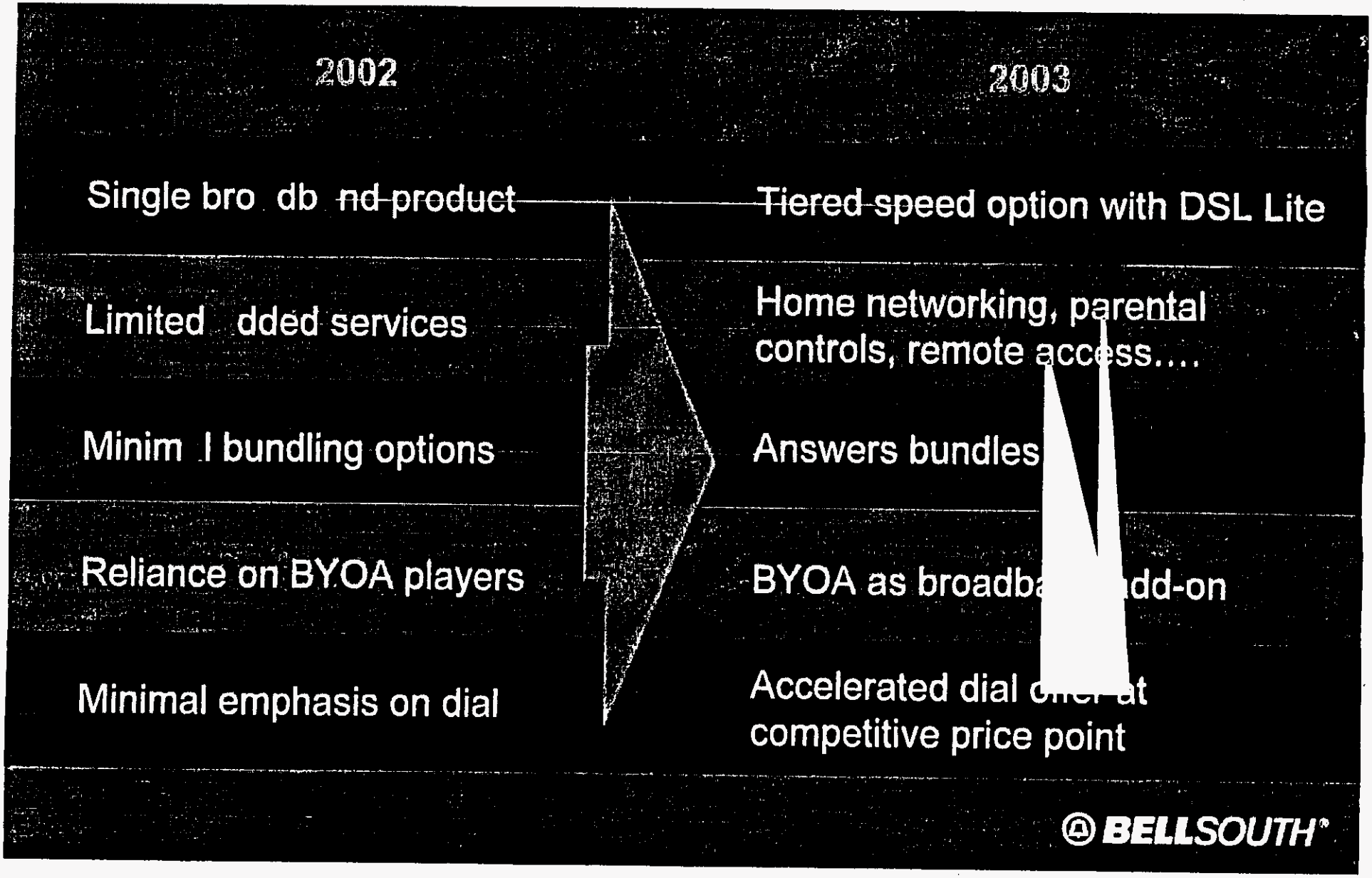
- DSL Update
- Network Transformation Plans and Progress
- VoIP Strategy



>> BellSouth – A Competitive Force



Internet Advances in 2003



Broadest Product Portfolio
Access and Beyond

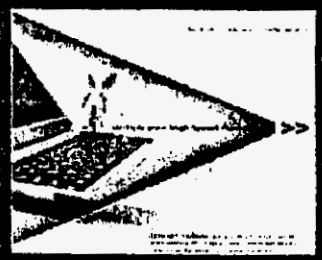
NEW in 2004

FastAccess DSL Premium

FastAccess DSL

FastAccess Lite DSL

Dial Product



Home networking
Remote access
Firewall
Parental Controls
Portal

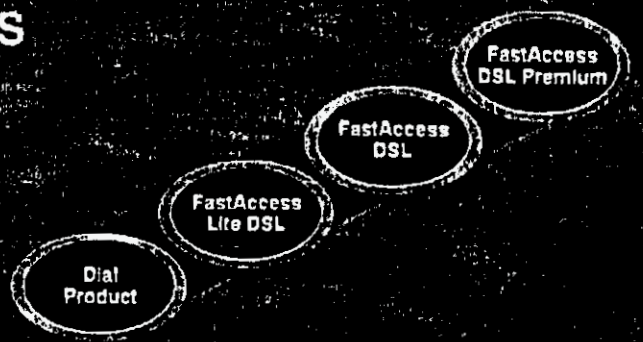
Advantage: Internet family / portfolio of services

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Broadest Product Portfolio Access and Beyond

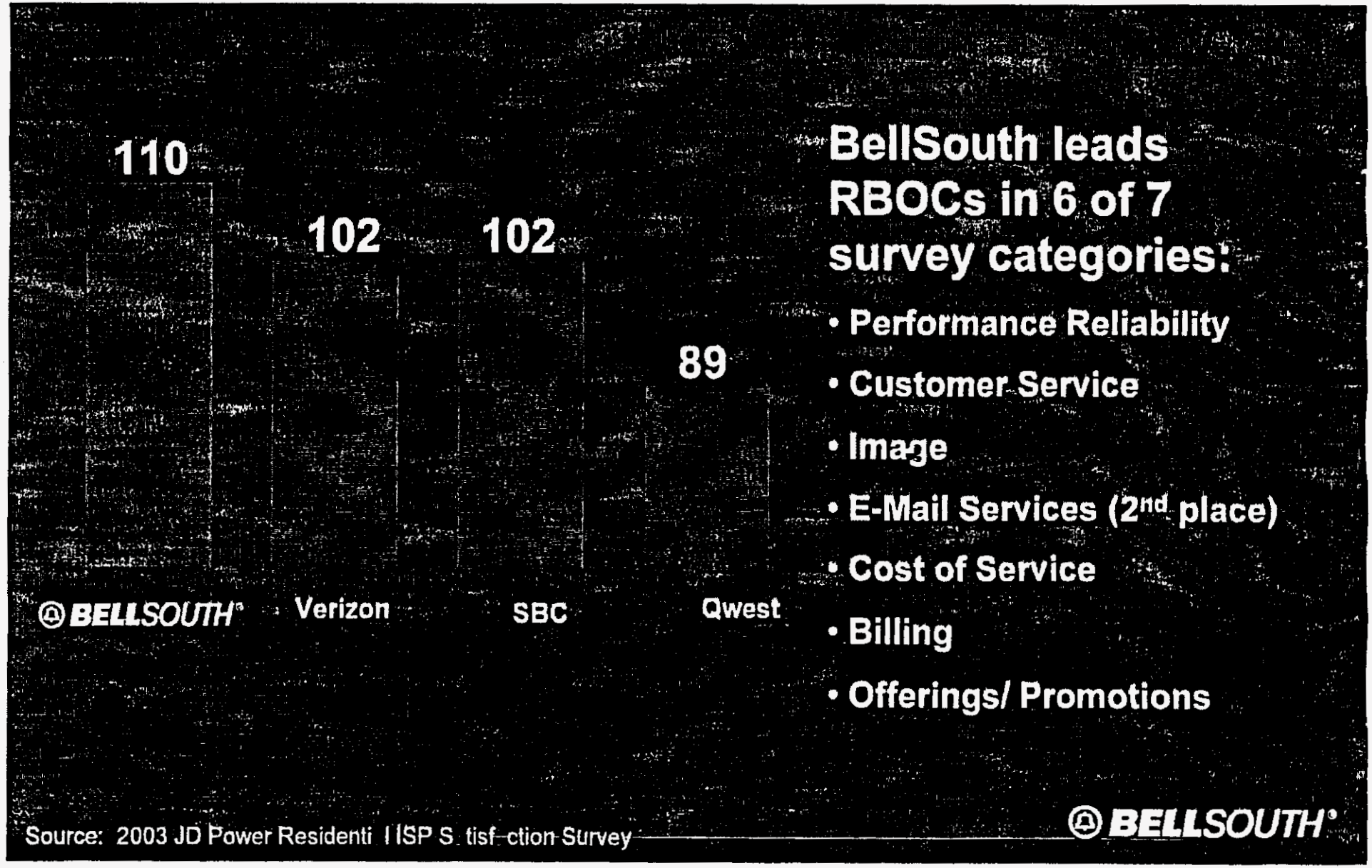
Benefits of tiered portfolio

- Grows market share
- Protects 1.5Mb/s revenue stream
- Provides migration path, reduces churn
  - moves 256k customers up to p_ck_ge
  - _llows price sensitive customers to move down

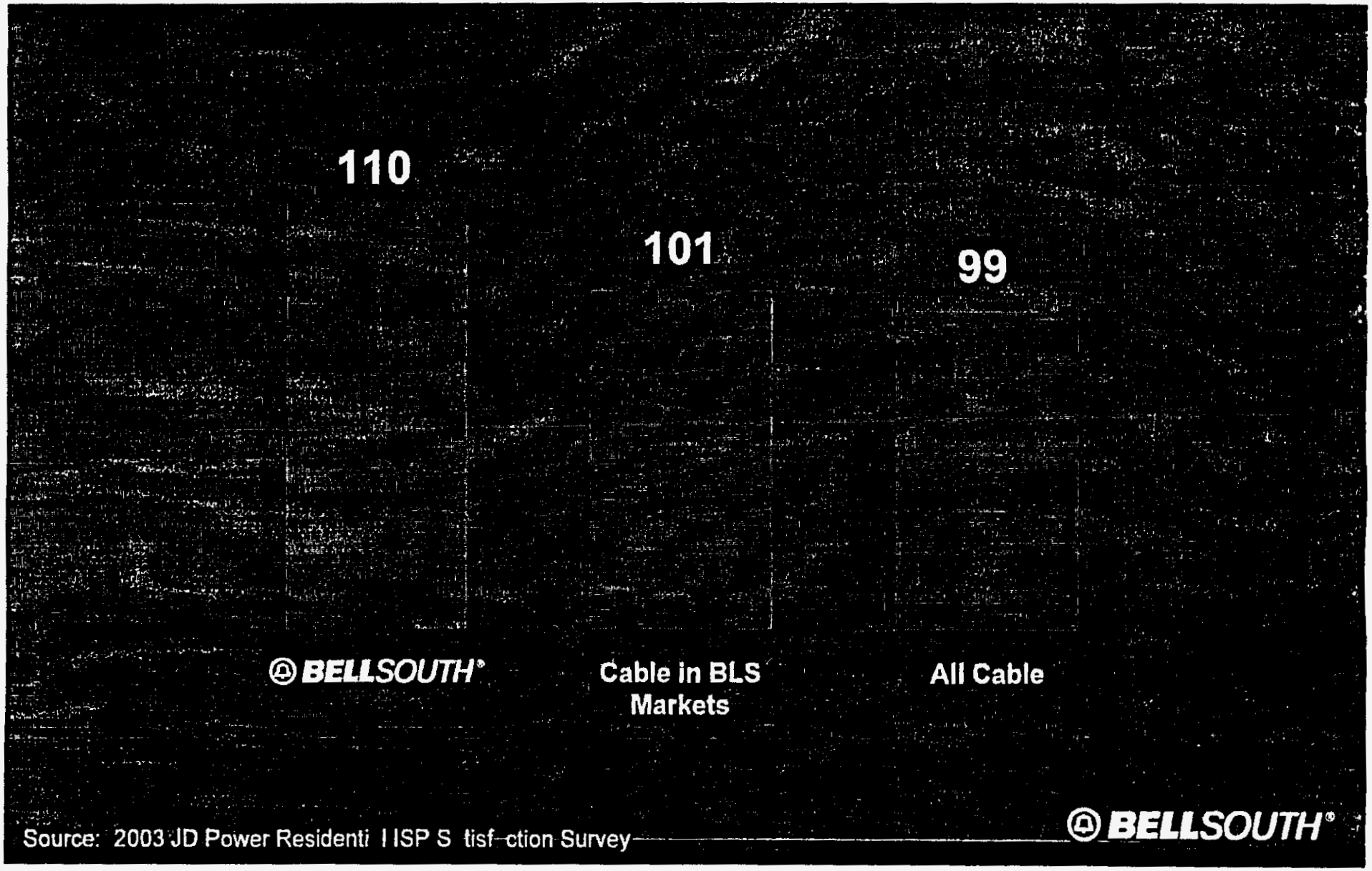


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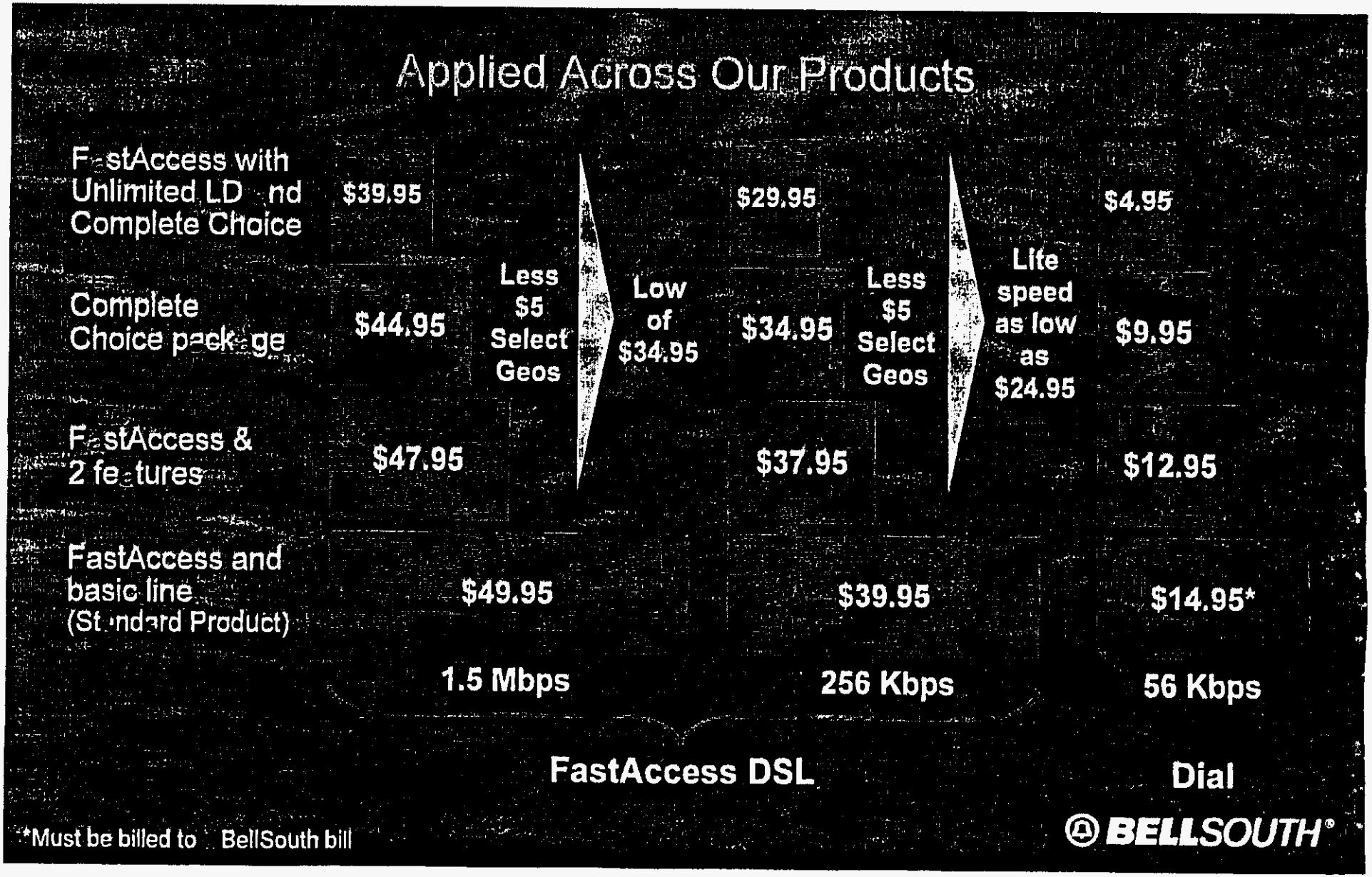
>> BellSouth Continues to Lead RBOCs in High Speed Customer Satisfaction



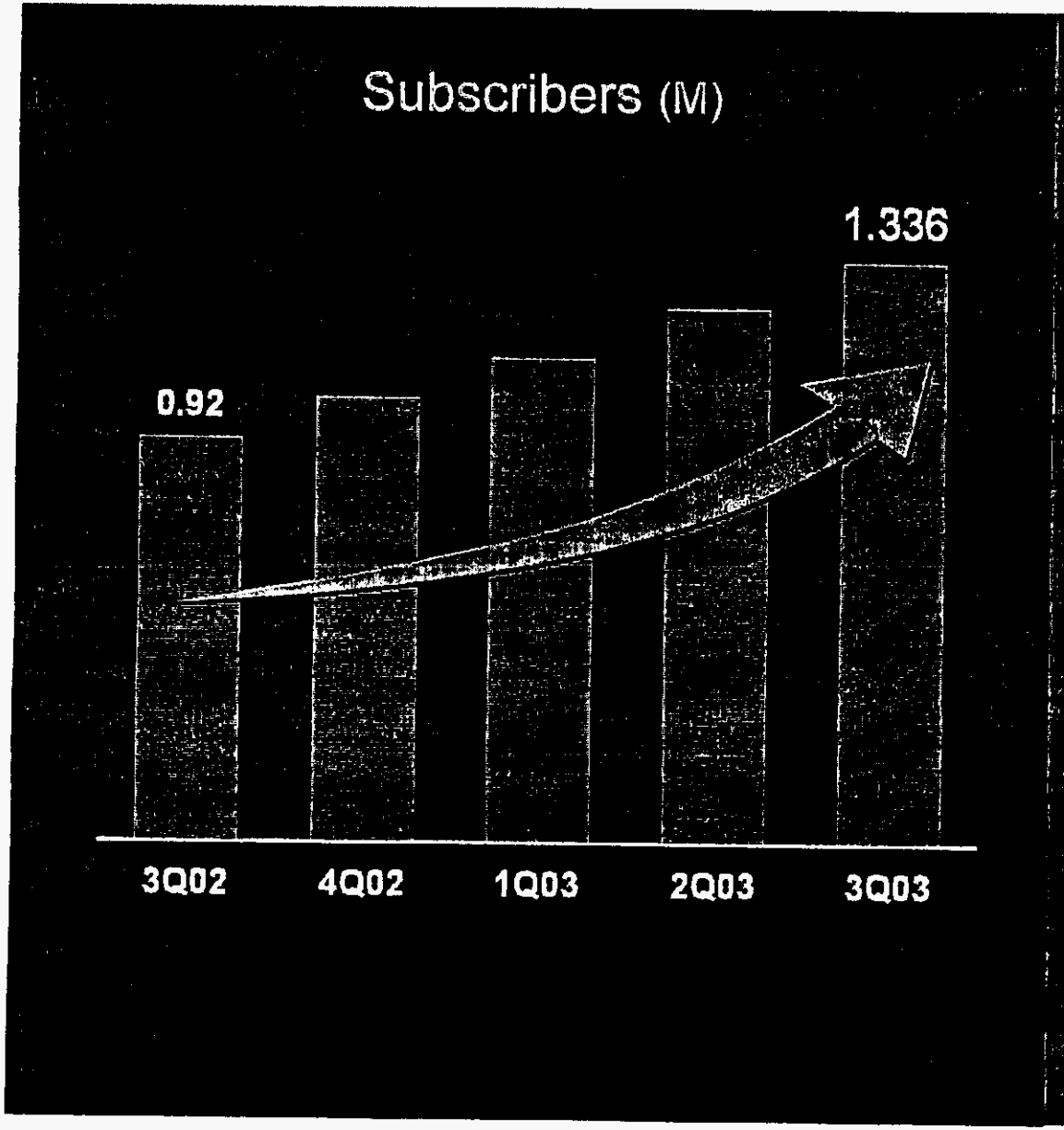
BellSouth Leads Cable Providers in High Speed Customer Satisfaction



Targeted Pricing



Target Pricing Yields Subscribers *and Revenues*



- 111,000 customer dds for 3Q 2003
- Broadband in package reduces churn
- Introduction of DSL Lite increased sales 30%
- Improving profitability

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Driving Profitability

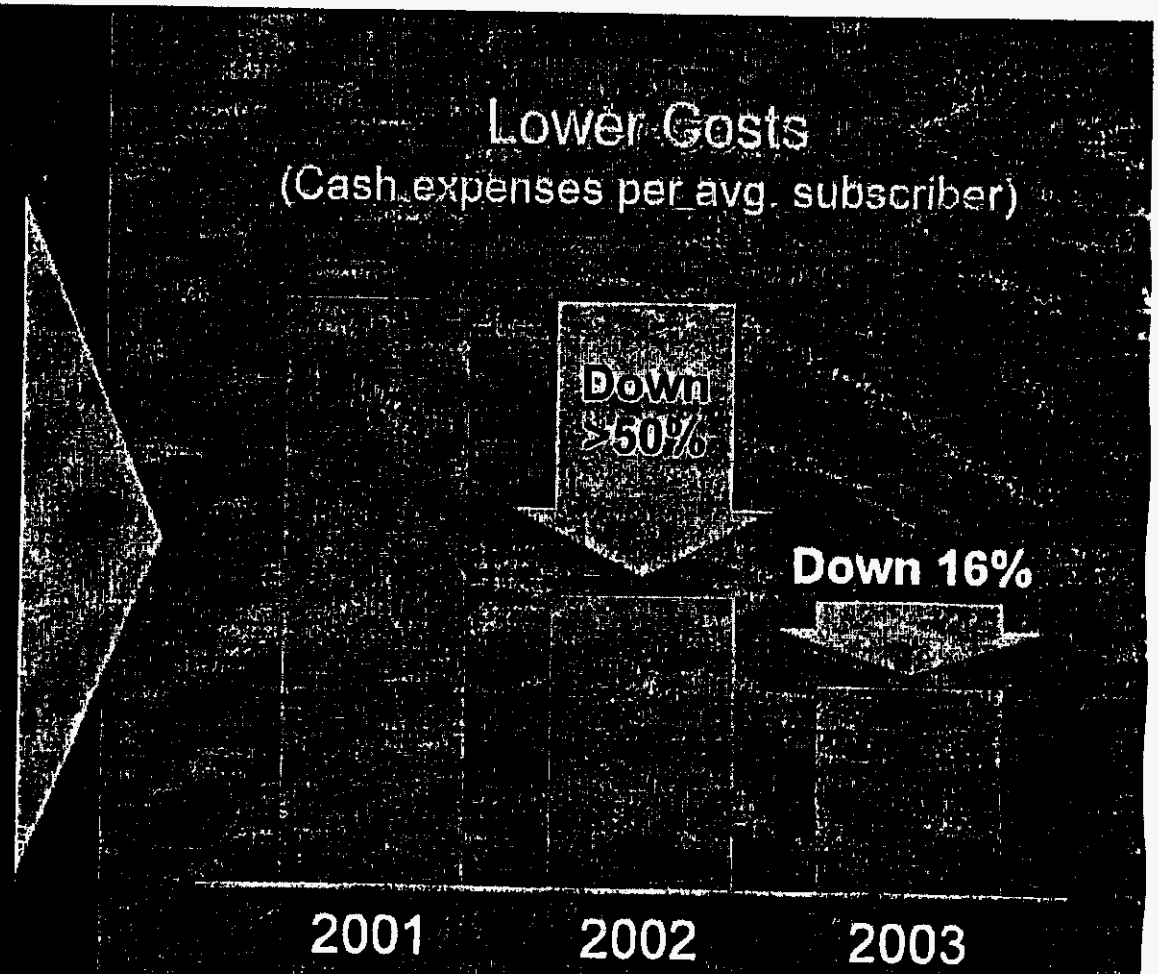
More cost-effective sales channels

+

More efficient provisioning methods

+

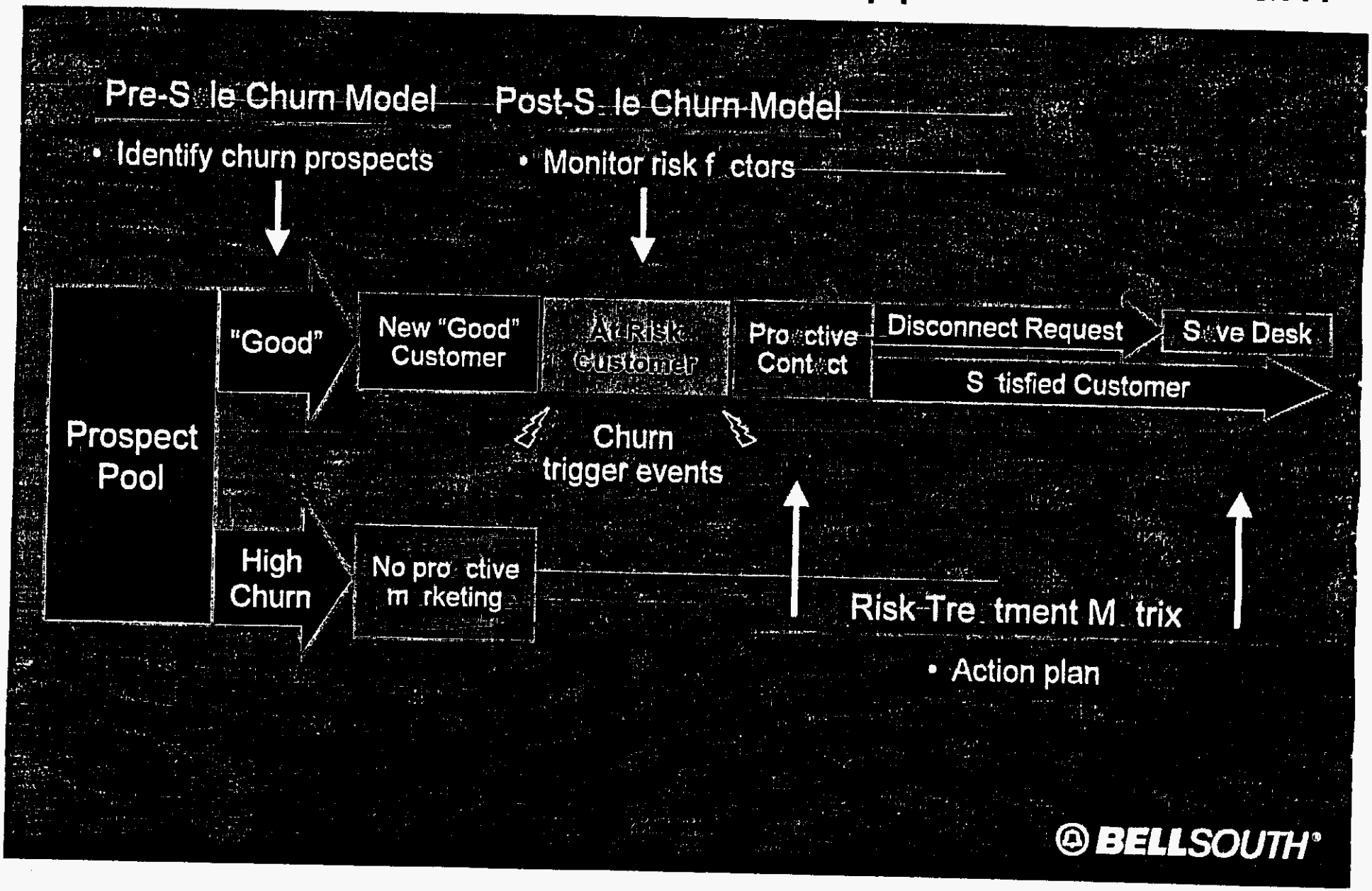
Adv nced customer support solutions



7 str ight qu rters of positive EBITDA

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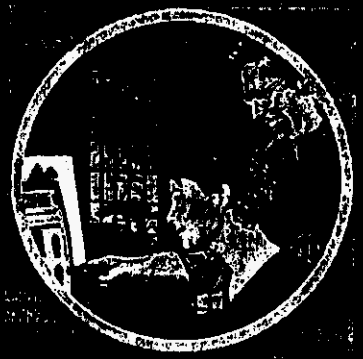
Retention Modeling – A Proactive Approach to Churn



>> 2004 Expectations

2004 Forecast

DSL



>2M subscribers

~$1B revenue

Reaching our goals... Utilizing combination of all factors to win in market

Service / brand + **Product portfolio** + **Pricing / bundling** + **Deployment**

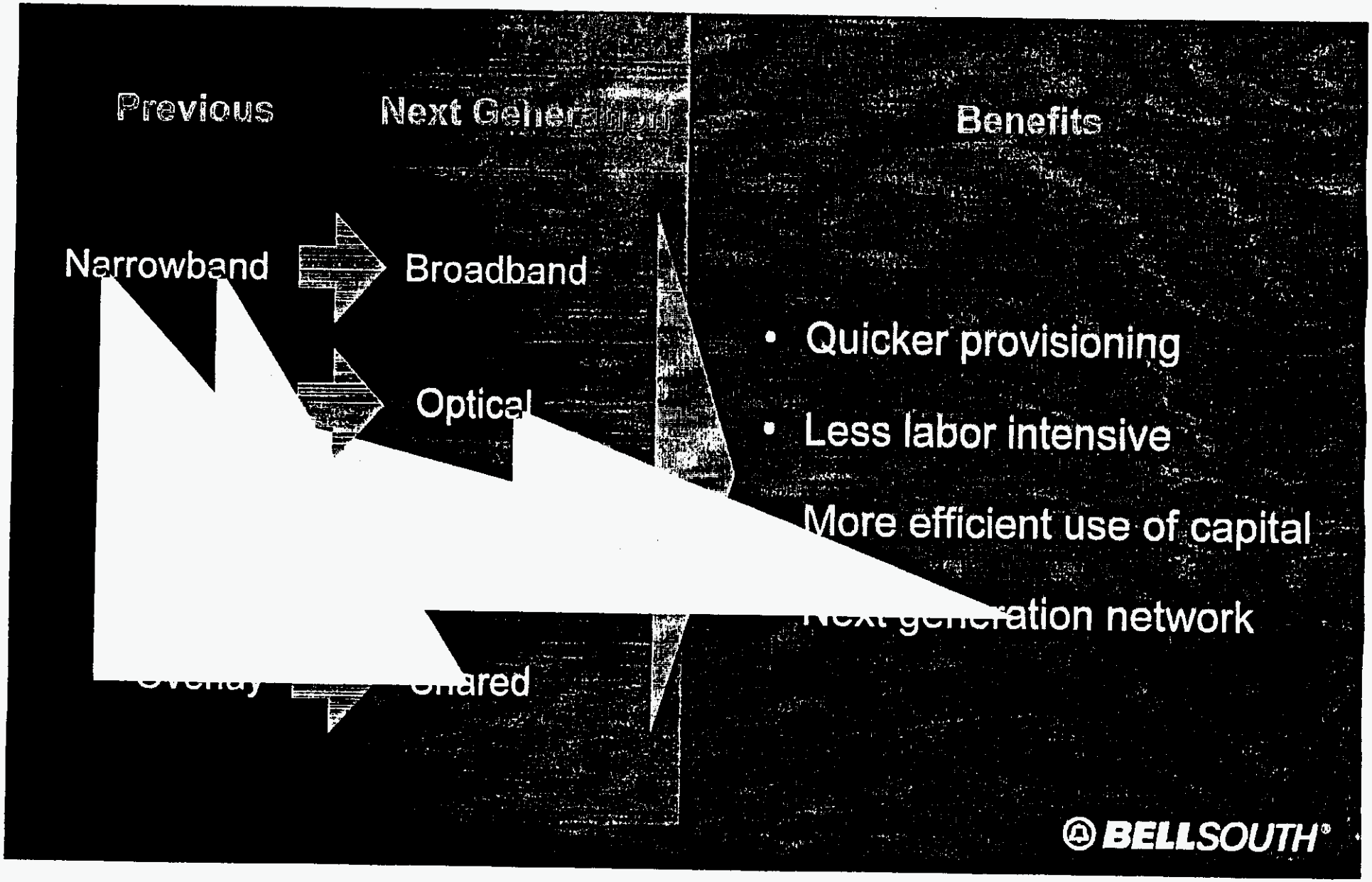
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Agenda

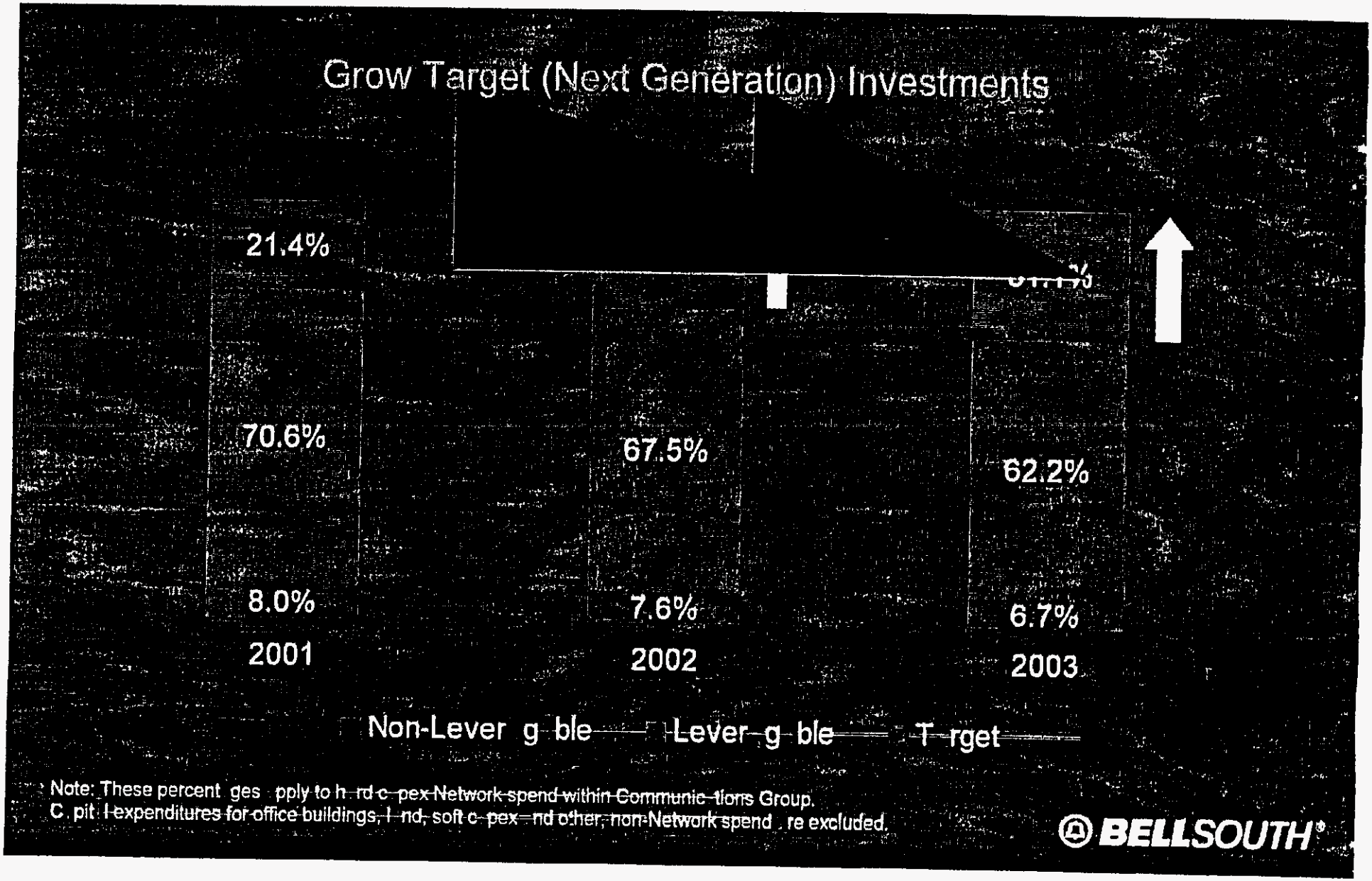
- DSL Update
- Network Transformation Plans and Progress
- VoIP Strategy



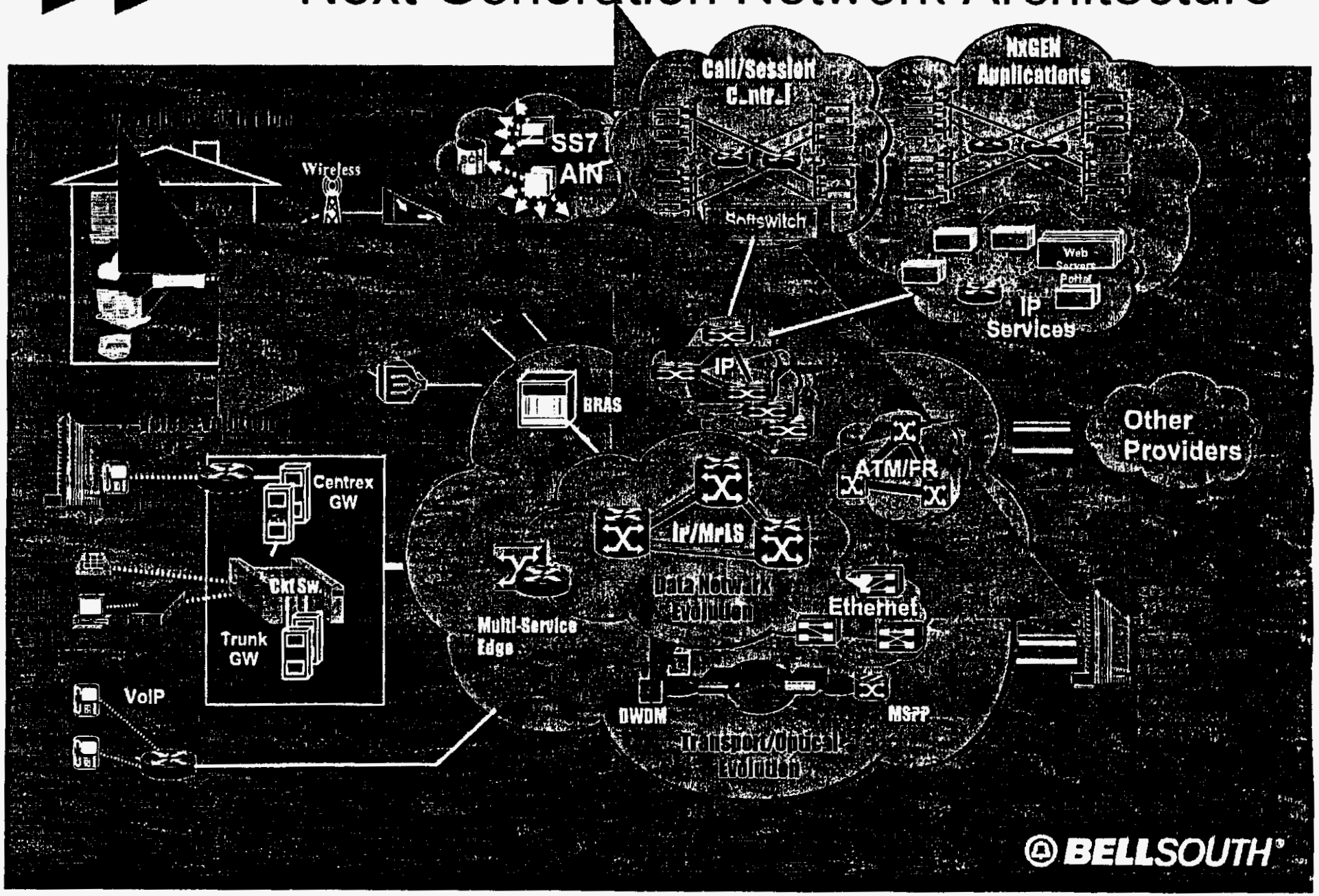
Transforming the Network



>> Managing Capital Investment Direction



>> Next Generation Network Architecture



Agenda

- DSL Update
- Network Transformation Plans and Progress
- VoIP Strategy



VoIP Strategy



- New deployments in the network for capital efficiency
- Deliver new service capabilities to meet customer needs
- Integrate existing platforms with VoIP
  - deliver new c p bility
  - c pture oper tion l efficiencies

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Voice Technology Landscape



	CPE Solutions	Network-Centric Solutions
End-to-End Voice Over IP	IP PBX	Softswitch
IP Enhanced Circuit Switching	Hybrid PBX	Centrex IP
Legacy Circuit Switching (TDM)	PBX/EKS	Centrex

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VoIP – Future Possibilities

- Wireless/wireline integration
- Presence-based applications
- Multimedia services
- Integrated network capabilities



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Key Takeaways

- DSL leadership
  - Superior service
  - Tiered approach
  - Providing top line growth
- Developing next generation network
  - Provides robust product offering
  - Enables future revenue growth
  - Supports service differentiator
- Expanding VoIP capabilities





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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Implementation of Requirements Arising From Federal Communications Commission Triennial UNE Review: Location Specific-Review for DS1, DS3, And Dark Fiber Loops and Route-Specific Review for DS1, DS3, and Dark Fiber Transport	)	**Docket No.: 030852-TP**

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC'S OBJECTIONS TO FLORIDA PUBLIC SERVICE COMMISSION STAFF'S SECOND SET OF INTERROGATORIES (Nos. 15-44)

AT&T Communications of the Southern States, LLC (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003, and *Second Order on Procedure*, Order No. PSC-03-1265-PCO-TP (hereinafter collectively "*Procedural Orders*"), issued November 7, 2003 by the Florida Public Service Commission (hereinafter "Commission"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, hereby submits the following objections to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Second Set of Interrogatories to AT&T Communications of the Southern States, LLC.

OVERVIEW

AT&T files these objections for purposes of complying with the seven (7) day requirement set forth in the *Procedural Orders*. These objections are preliminary in nature. Should additional grounds for objection be discovered as AT&T prepares its responses to any discovery, or at any time prior to hearing, AT&T reserves the right to supplement, revise, and/or modify these objections.

GENERAL OBJECTIONS

AT&T makes the following general objections to the FPSC Staff's Second Set of Interrogatories which will be incorporated by reference into AT&T's specific responses when AT&T responds to the Interrogatories.

A. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories are overly broad, unduly burdensome, irrelevant, oppressive and not reasonably calculated to lead to the discovery of admissible evidence pursuant to the *Procedural Orders*, Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure.

B. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of information protected by attorney/client privilege, the accountant/client privilege, the work product doctrine or any other applicable privilege.

C. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of information and/or materials containing the mental impressions, conclusions, opinions or legal theories of any attorney or other representative of AT&T concerning the subject of the proceeding and prepared and developed in anticipation of litigation pursuant to Rule 1.280(b)(3) of the Florida Rules of Civil Procedure.

D. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories purport to impose discovery obligations on AT&T inconsistent with, or beyond the scope of, what is permitted under the *Procedural Orders* and applicable Florida law.

E. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of matters other than those subject to the jurisdiction of the Commission pursuant to the FCC's Triennial Review Order, Florida Administrative Code and Florida Statutes.

F. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek disclosure of information that is proprietary confidential information or a "trade secret" without the issuance of an appropriate Protective Order or Confidential Classification as outlined by the *Procedural Orders*, §364.183 of the Florida Statutes, §90-506 of the Florida Statutes, and Rule 25-22.006.

G. AT&T objects to all Interrogatories which require the disclosure of information which already is in the public domain or otherwise on record

with the Commission or the FCC.

H. AT&T objects to the FPSC Staff's Second Set of Interrogatories to AT&T to the extent that the Interrogatories seek information and discovery of facts known and opinions held by experts acquired and/or developed in anticipation of litigation or for hearing and outside the scope of discoverable information pursuant to Rule 1.280(4) of the Florida Rules of Civil Procedure.

I. Pursuant to the *Procedural Orders*, the Triennial Review Order, Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, to the extent that FPSC Staff's Second Set of Interrogatories request specific financial, business or proprietary information regarding AT&T's economic business model, AT&T objects to providing or producing any such information on the grounds that those Interrogatories presume that the market entry analysis is contingent upon AT&T's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order.

Respectfully submitted, this the 12th day of February, 2004.

Tracy Hatch/bas

Tracy W. Hatch
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

AT&T's Response to BellSouth's 7th Set of Interrogatories
Attachment to Interrogatory 252

To: Berger, Denise C, CSLSM
Subject: RE. RE: NBR GA02-M931-00

-----Original Message-----
From: Berger, Denise C, CSLSM
Sent: Tuesday, May 06, 2003 3:38 PM
To: 'MacKenzie, Laurel L'
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Laurel,

Thanks for the letter, but I'm confused. The subject line of my e-mail clearly referenced AT&T's New Business Request and these questions were relative to that. However, in reading your letter, the last paragraph implies that you are answering in reference to BellSouth's bulk migration process available to all CLECs. If this is true, then I'd like to understand how the answers may change when cast under the umbrella of the NBR.

Finally, the IDLC penetration numbers you provided seemed low to me. Does this include all customers whose loops would require dispatch? Perhaps I was too prescriptive in limiting the question to "IDLC." Please advise.

Please let me know whether you can provide these answers by next Tuesday, May 13, 2003. If you cannot provide the answers by that time, then will you please advise when I can expect the answers.

incerely,

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

-----Original Message-----
From: MacKenzie, Laurel L [mailto:Laurel.MacKenzie@BellSouth.com]
Sent: Tuesday, May 06, 2003 11:40 AM
To: Berger, Denise C, CSLSM; MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Denise:

Please see the attached letter.

Thanks,
Laurel MacKenzie

----Original Message-----
rom: Berger, Denise C, CSLSM
To: MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G

Sent: 5/5/2003 1:00 PM
Subject: RE: RE: NBR GA02-M931-00

Laurel,

did not receive the promised response last week at all. Did it go
at? If not, please provide me today a date certain that I can expect
the response.

Sincerely,

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

-----Original Message-----
From: MacKenzie, Laurel L [mailto:Laurel.MacKenzie@BELLSOUTH.COM]
Sent: Thursday, April 24, 2003 4:53 PM
To: Berger, Denise C, CSLSM; MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Denise:

My response letter is in the ERT process and should be available to send
out
to you the first of next week. If you should have any questions please
give
me a call at 404-927-7575.

ncerely,

Laurel MacKenzie
BellSouth Interconnection Services
Professional Services - Senior Manager

-----Original Message-----
From: Berger, Denise C, CSLSM [mailto:deberger@att.com]
Sent: Tuesday, April 22, 2003 10:17 AM
To: MacKenzie BST-Laurel (E-mail)
Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
Subject: RE: RE: NBR GA02-M931-00

April 22, 2003

Laurel McKenzie
BellSouth Interconnection Services

Laurel:

On March 6, 2003, I sent you the attached message with additional
questions
concerning AT&T's NBR GA02-M931-00. It's now been over six (6) weeks
and
I've not received a reply. Would you please advise when I can expect
that
response? If you've sent the response, please send it again, as I've
t
ceived it.

Please provide a response, or advise when I can expect a response, by

close
of business Wednesday, April 23, 2003.

Sincerely,

'enise C. Berger
)perations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

> -----Original Message-----
> From: Berger, Denise C, CSLSM
> Sent: Thursday, March 06, 2003 11:18 AM
> To: MacKenzie BST-Laurel (E-mail)
> Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
> Subject: RE: NBR GA02-M931-00
>
> March 6, 2003
>
> L. MacKenzie
> BellSouth Interconnection Services
>
> Laurel:
>
> The purpose of this note is to ask a few more questions about BellSouth's handling of UNE-P customers on IDLC facilities prior to conversion to UNE loop.
>
> 1. Will BellSouth support the transition of IDLC UNE-P customers to UNE loop as a part of this proposed migration? If not, nat is a viable alternative?
> 2. Will BellSouth identify the IDLC customers as a part of their project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?
> 3. Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?
> 4. AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?
> 5. What percentage of end-user customers by state in BellSouth's territory are on IDLC?
>
Thank you for your help. AT&T wants to insure the smoothest possible ransition for our customers.
>
>

> Denise C. Berger
> Operations Assistant Vice President
> AT&T Local Services
> Telephone: 404/810-8644
> Facsimile: 281/664-3648
> E-Mail: deberger@att.com
>
>

*****
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to
which it is addressed and may contain confidential, proprietary, and/or
privileged material. Any review, retransmission, dissemination or other
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of, or taking of any action in reliance upon, this information by
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this in error, please contact the sender and delete the material from
all
computers."

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this in error, please contact the sender and delete the material from all
computers."

From:	Seigler,Bernadette M (Bern) - NKLAM
ent:	Sunday, August 31, 2003 6 34 AM
o:	Change Control [Change.Control@bellsouth.com]
Cc:	Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject:	RE. AT&T's Response to BellSouth's Response to AT&T's concerns re. UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to work with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for end user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process for single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimum concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of the stomer being placed out of service because the CLEC cannot plan or anticipate when the conversion will take place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth's defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondence in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

cerely,

Assistant Vice President
AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----

From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U DOC >>

From: Jureidini, Jordana M, CSLSM on behalf of Jureidini,Jordana M - CSLSM
Sent: Monday, March 24, 2003 4:51 PM
To: Colbert,Anthony J - CSLSM; Berger,Denise C - CSLSM; Bradbury,Jay M - LGCRP; Norris,Sharon - LGCRP; Waldbaum,Deborah S (Debbi) - LGBIZ
Cc: Seigler,Bernadette M (Bern) - CSLSM
Subject: FW: UNE to UNE Bulk Migration Trial

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Thursday, March 20, 2003 5:46 PM
To: Jureidini, Jordana M, CSLSM
Subject: RE: UNE to UNE Bulk Migration Trial


RE_


ATTUNE~1.XLS

Jordana,

Attached are the responses to the list of questions regarding UNE to UNE Bulk Migration.

The latest questions submitted with responses are in blue and are shaded in y

Please let me know if you would like to schedule a conference call to discuss.

Thanks for your patience.

Brenda Files
Change Management Team
205 714 0729

=->Steve/CMT,
=->
=->Attached is the next round of questions. There is one issue that we question th
=->roughout the list: the number of questions that are marked as "Under Review" P
=->lease assist us in getting these finalized.
=->
Rather than continuing to send this spreadsheet back and forth, we would like to
=-> propose a conference call in a couple of weeks, shortly after you return

the an
=->swers to this list of questions. Please let me know how soon we can
schedule th
=->is call.
=->
=-> <<U2U Bulk responses 2-19-03.XLS>>
=->
=->Thank you,
=->
=->Jordana
=->
=->Jordana Jureidini
=->AT&T LSAM
=->Southern Region OSS Interconnection
=->303-422-2815 (Office)
=->281-664-3799 (Fax)
=->888-858-7243, PIN 141019 (Pager)
=->jureidini@att.com (Email)
=->
=-> ----Original Message-----
=-> From: Change Control@bridge bellsouth.com
[mailto:Change.Control@bridge.bellso
=->uth.com]
=-> Sent Friday, January 17, 2003 3.07 PM
=-> To: Jureidini, Jordana M
=-> Subject: RE: UNE to UNE Bulk Migration Trial
=->
=-> << File: RE_ >> << File: AT&T XLS >>
=-> Jordana,
=->
=-> Attached is the most recent updated answers to your questions. There
=-> may be some that are still under review. If so, they will be marked as
=-> such
=->
=-> Please let me know if you have any questions.
=->
=-> Thanks,
=->
=-> Steve Hancock
=-> Change Management Team
=->
=->

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
1	14-Nov	What kind of testing will BellSouth perform at the time of conversion?	11/15/2002; 11/19/2002	21-Nov	**BellSouth will perform testing to insure that the loop facility meets the technical specifications detailed in the TR73600 for the UNE Loop type requested. Some of these tests could include resistance, continuity, loading testing depending on the UNE Loop type requested.**	Yes.	
1a also A	3-Dec	HOW and WHEN will the CLEC be notified that the end-user loop is being changed?		13-Dec	**If it becomes necessary, the existing facility that serves the UNE-P will be changed during the provisioning process. This facility change takes place after the service order has been issued into the system. If a compatible facility is found and the loop is provisioned over a new facility, it will be transparent to the CLEC. In other words, the CLEC will not be notified if the loop can be placed on an alternate compatible facility. The expected outage would be approximately the same as the answer provided to Question 3 in the first set of questions from AT&T. The targeted outage duration is an average of 15 minutes.**	Under Review	AT&T needs further clarification. See row 1a below.
1a	3-Dec	What does "Under Review" mean? On what date will this response be finalized?		13-Dec	BellSouth is in the process of reviewing this response.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
1b	3-Dec	What will the expected outage duration be for these orders?		17-Jan	See answer to Question 3		
1c	18-Dec	Please provide more detailed criteria that BellSouth will be using, what specifically will determine BellSouth's need to change the End-User's facility		17-Jan	See answer to Question 2		AT&T needs further clarification see 1d
1d	19-Feb	What conditions of a customer service would constitute a facility change for existing UNE-P customers migrating to UNE-L? Please elaborate on the response to question 1c.					

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
2	14-Nov	What are the conditions for changing the loop that the customer is on?	11/15/2002; 11/19/2002	21-Nov	**BellSouth will always attempt to re-use the existing UNE-P facility to provision the UNE Loop. However, due to the technical specifications for UNE Loops in the TR73600, it may be necessary for BellSouth to change the facility that served the UNE-P to a facility that is compatible to the UNE Loop requested. If a compatible facility cannot be found, the order for this specific loop must be cancelled and will not be included as part of the bulk migration process.**		
3	14-Nov	What is the anticipated duration for loss of dial tone?	11/15/2002; 11/19/2002	21-Nov	**The "targeted" outage duration is an average of 15 minutes per loop .**		
4	14-Nov	What measures will BellSouth have in place if there is a problem with the migration?	11/15/2002; 11/19/2002	21-Nov	**If there is a problem with the bulk migration ordering process, the assigned project manager will be the point of contact. The project manager will also monitor the progress of the order and contact CWINS if there is a problem.** **If during the loop provisioning process there is a problem, it will be handled business as usual -- the BellSouth CWINS Center is the point of contact for provisioning and maintenance.**	Yes.	

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
4a also B	3-Dec	AT&T would like have a SPOC during the trial, rather than going through the CWINS center Is this possible?		13-Dec	**The Project Manager is the single point of contact for the bulk migration process. Presently, PM responsibility usually occurs in phases: including planning, initiation, execution and completion. As with any other project, any problems or situations that would restrict successful completion of project, questions concerning status, and any changes in the project should be referred and handled by PM. I don't expect this to change. However, with any other loop project, after orders are issued, assigned and/or designed, CWINS generally handles any issues (physical provisioning) that arise on a one on one basis. If there are issues/ problems of commonality, PM is notified and expected to resolve. In place procedures will continue to apply with regards to maintenance and conversion activity outages.**	Under Review	AT&T needs further clarification. See row below and 4b
	13-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth has placed "Under Review" in the response.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
4b	9-Feb	[illegible] UNE-L experiences our end users have experienced out of service conditions due to a lack of cut coordination. AT&T expects that having a SPOC in the BWNS center who is familiar with the bulk conversions versus individual agents who may be trained to help any of the many 300 CLECs would help reduce the customer impact during the conversion. If the event a customer outage goes beyond the expected outage time AT&T's expectation is that BellSouth will cooperatively work with AT&T to restore customer service on an expedited basis. That is AT&T's expectation for standard provisioning process even in order to get the customer's service restored.			When cutting over from UNE-P, which is a BellSouth switched based service, to a UNE-L which must be connected to the CLEC's switch. Via collocation it is to be expected that some dial tone interruption will occur. If a coordinated cut is desired then AT&T must submit the order as a UVL-SL2 Loop which includes Order Coordination or Order Coordination as a chargeable option on the UVL-SL2 or UCL-ND Loop. The Bulk Migration process allows for a Project Manager to be the single point of contact to manage and monitor the bulk request according to the last sentence in the response to 4b. However, during the provisioning process, if AT&T requests work to be performed outside of the normal business hours, as mutually agreed to between the two companies, AT&T may be charged overtime rates. Please see the New Business Request process to request Professional Services.		
5	14-Nov	Will the CLEC be provided with a time or timeframe for the migration?	11/15/2002; 11/19/2002	21-Nov	**Yes. Due dates will be provided in two ways: Project Manager will provide due dates on Project Notification form which will be returned to the CLEC CLEC will provide on the Focus.**	Yes.	
5a also C	3-Dec	We were asking for a time-frame for the migration, i.e. 10-noon, 5-7 pm, etc. Will BellSouth provide the CLEC with this information prior to the cut?		13-Dec	**No specific timeframe (other than the day) will be provided in advance since OC-TS is not available for this process.**	Under Review	AT&T needs further clarification. See [illegible] delay and

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
[illegible]	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next column.		
5b	19-Feb	It is AT&T's policy that business customers must have advance notice of new times so that they can schedule orders accordingly. Therefore, AT&T requires that specific dates be provided within which the customer will experience an outage due to conversion. How will BellSouth assist AT&T in meeting this requirement?			Standard procedures for bulk migration includes Order Coordination (OC) for UVL-SL2 and a chargeable OC option on UVL-SL1 & UCL-ND. OC includes a pre-due date confirmation call 24 hours in advance of the order. A specific time by the hour cannot be given in the standard Bulk Migration process since the Time Specific option is not available. Anything that is beyond the standard process for New Business Request process may be used to request. Project Manager.		
6 also D	3-Dec	Can we "R-PON" EATNs at the same address, so that each customer will have only one migration window?		13-Dec	**The provider will need to indicate their requested due date or migration window on the Project Manager form (indicating same requested date if that is what is desired). RPON is not appropriate because all associated PONs for the BULK request will be indicated within the same Bulk package. RPONs are used when sending separate individual LSRs that need to be associated together.**	Under Review	AT&T needs further clarification. See row below for [illegible]
[illegible]	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next column.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
6a	[illegible]	[illegible]			[illegible]		
7 also E	3-Dec	Can we "R-PON" orders that do not meet R-PON criteria, i.e. same address and different building number, or same customer with multiple addresses (potentially across town, but same wire center)?		13-Dec	**The provider will need to indicate their requested due date or migration window on the Project Manager form (indicating same requested date if that is what is desired). RPON is not appropriate because all associated PONs for the BULK request will be indicated within the same Bulk package. RPONs are used when sending separate individual LSRs that need to be associated together.**	Under Review	AT&T needs further clarification. See row below.
[illegible]	[illegible]	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next column.		
8 also F	3-Dec	What are the charges associated with this process, both during the trial and after the trial?		13-Dec	**All non-recurring and recurring rates and appropriate service order charges according to the CLEC's Interconnection Agreement will apply during the trial and after the trial.**	Under Review	AT&T has no further clarification. See row above.
[illegible]	[illegible]	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next Column.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
8	18-Dec	Is BellSouth considering additional charges for this?			There are no additional charges to those specified in the answer to question 8 when using the standard Bulk Migration process as outlined in the UNE-P to UNE-L Bulk Migration Interim Manual Process CLEC Information Package and associated attachments.		
9	18-Dec	AT&T will need access to BellSouth's loop make-up information.		17-Jan	**If LMU is included in AT&T's Interconnection Agreement, then AT&T may access LMU.**		
10	18-Dec	Given the extended standard intervals for these orders, AT&T would request the following: cuts should be scheduled after regular business hours and appropriate technician scheduling should eliminate the need for overtime pay		17-Jan	**The Bulk Migration Process does not include cut overs outside of regular business hours.**	Yes	AT&T needs further clarification. See 10a.
10a	19-Dec	AT&T again requests that cuts should be scheduled after regular business hours and appropriate technician scheduling should eliminate the need for overtime pay. BellSouth will not assist AT&T in meeting our customers needs for flexibility in the make/ship process and asks that AT&T revisit this issue.			See response to question 10. If anything is desired beyond the standard Bulk Migration Process, AT&T may use the New Business Request process to request Professional Services.	ST	

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
11	18-Dec	Migration/cut scheduling should be a project-managed, negotiated function between AT&T and BellSouth, to ensure that all EATNs that should be cut together are.		17-Jan	**Bulk Migration is a project managed process. The BellSouth Project Manager will coordinate with the BellSouth field forces to schedule due dates based on the number of circuits to be migrated and work loads. Once that is completed, the CLEC may use the existing SUP process to negotiate changes in due dates when possible.**	Yes	AT&T needs further clarification. See Tra [illegible] and [illegible]
11a	19-Feb	AT&T does not consider this to be a reasonable request. We would like BellSouth to reconsider its coordinated process, since it is dictated by the way BellSouth has proposing would minimize the impact to the end users. AT&T needs BellSouth's cooperation and support to secure one another customer.			See response to question 6a		
11b	19-Feb	Please describe all tasks performed by the project manager in this process.			Reviews Project Notification form for accuracy. Interfaces with Network Implementation to establish due date. Interfaces with CLEC to address project issues, validates completion of the service request. Single point of contact to provide status and assist with orders that are not completed by the due date. Interfaces with Network Implementation to ensure all circuits in the project are complete.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
11	18-Dec	Are there any charges (recurring, nonrecurring or other) associated with the migration of a UNE-P to a UNE-L? If so, please provide a list of all such charges.		17-Jan	No additional charges for standard Bulk Migration process.		
12	18-Dec	Will AT&T and BellSouth be able to perform MLT testing prior to the migration/cut?		17-Jan	**UNE-P service would be the working service prior to the migration/cut to a UNE-Loop. Therefore, MLT testing prior to the migration/cut could be performed on the UNE-P service. Since there is not a need, BellSouth will not perform MLT testing on a working UNE-P service. However, should AT&T desire MLT testing on the UNE-P service, AT&T would have to perform the testing. AT&T can request MLT testing through its existing Electronic Communication Trouble Administration (ECTA) interface.**	Yes	AT&T needs further clarification. See 12a.

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
12a	19-Feb	As with AT&T UNE-P, will BellSouth provide pre-ord loop information to AT&T? Current loop information includes dial tone and AT&T's result's (same due time, due date, number of lines, are cable and pair assignment OSS information currently provided 24/7 hour turnaround on all)			**Standard procedures for the loop type and/or level of coordination ordered will be followed. On designed loops and non designed loops ordered with Order Coordination a pre Due Date call will be made to verify order information and ensure the CLEC will be ready for the conversion on the Due Date.**		
13	18-Dec	What will be the measurements for success of this trial? What are the next steps if it is successful? What are the next steps if the trial fails?		17-Jan	**The Bulk Migration trial is an interim short term solution until the electronic process is available. No measurements will be established for this interim manual process. The next step is to offer the manual process to other CLECs.**	Yes	AT&T needs further clarification. See 13a.
13a	19-Feb	AT&T stated "no success would be zero customer losing service". How will we measure success?			The same measurements that apply to Unbundled Loop provisioning and maintenance today shall apply to the Unbundled Loop ordered on a Bulk Migration Request.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
14	18-Dec	If BellSouth will only migrate existing non-complex Port/Loop Combination services to Loop w/LNP, is there any prescreen test capability to allow AT&T to determine whether the customer is on IDLC? If not, then we may run into a situation where we have an eight line account not eligible due to one line riding on an IDLC. This information would need to be available early in the process.		17-Jan	**If LMU is available in the AT&T's Interconnection Agreement, it may be used to check the parameters of the loop including IDLC.**		
15	18-Dec	Is there any maximum on the number of collos that we can do migrations/cuts in an area daily/nightly?		17-Jan	**There is no absolute maximum or minimum number of collocations that can be cut. Cut-overs will be scheduled according to the due dates established by the BellSouth Project Manager and the due dates are based on number of circuits and work load of the field forces.**	Yes	AT&T needs further clarification. See Issue
15a	19-Feb	Which workload will these cuts be scheduled around? Area, Service Area/Center, collocation, individual technicians, or some other entity?			Scheduled due dates will be determined by anticipated workloads of the Network field forces, which could include all those mentioned in Question 15.		
16	18-Dec	Based on our conference call, it is my understanding that the entire package of orders be scrubbed and verified prior to clarifying the Bulk order. Please confirm.		17-Jan	**Yes that is the process, a BULK Reject will be sent back on all associated Pons in the Bulk package**		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
17	18-Dec	Based on our conference call, it is my understanding that BellSouth will manually convert the spreadsheet sent by AT&T into individual PONs that will be FOC'd and can be supped. Please confirm.		17-Jan	**Yes, that is the process**		
17a	18-Dec	How will FOCs be received?		17-Jan	**FOCs will be sent back on each individual PON associated with the BULK Package via Order Tracker/LON to the CLEC**		
18	18-Dec	How will AT&T be able to check status on individual EATNs?		17-Jan	**Status can be checked through contacting the Project Manager and/or Fleming Island LCSC**		
19	18-Dec	Can an individual order in the bulk package be cancelled/supped, or will the whole bulk order need to be cancelled/supped?		17-Jan	**Upon alerting the Project Manager to obtain agreement, individual orders in the BULK package can be cancelled or supped**	Yes	AT&T needs further clarification. See 19a
19a	19-Feb	Cancellations and SUPs will occur at the end user customer discretion. In this case does mean agreement equate to notification to the CLEC of the cancellation or sup?					
20	18-Dec	If BellSouth has a busy pair or a NDT situation at Pre-wire, is the entire account impacted, or will it impact only the affected line?		17-Jan	**Clarify what is meant by "BellSouth has a busy pair or a NDT at Pre-wire".**	Yes	Please see clarification

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
20		[redacted]			Need clarification - give me an example of this problem		
20a	18-Dec	In these instances, will BellSouth allow the CLEC to Sup the account with a different pair?		17-Jan	**Dependent on 20**	Yes	
20b	18-Dec	For NDTs, could AT&T pair change the order or have BellSouth commit to a Vendor meet?		17-Jan	**Dependent on 20**	Yes	

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
21	18-Dec	AT&T's current agreement with another ILEC allows AT&T to send a third party vendor out prior to the ILEC performing a dial tone check. The vendor verifies dial tone from the AT&T POTS bay If, during the dial tone check, the ILEC finds no dial tone, they agree to have a vendor meet either that day or the next day. If, during that vendor meet, the two parties determine that AT&T does have dial tone and a problem exists on the ILEC end, the ILEC will allow AT&T to do a pair change. AT&T would like the same agreement with BellSouth.		17-Jan	**BellSouth does not participate in vendor meets in the Central Office. Furthermore, the POT Bay issues are not specific to the Bulk Migration process and are being addressed in another forum that would have broad implications for all loop types.**		
22	18-Dec	When will BellSouth perform a dial tone check? AT&T requests a dial tone check be performed at due date minus two days.		17-Jan	**BellSouth will perform a Dial tone check on the due date.**	Yes	AT&T needs further clarification. See 22a
22a	17-Jan	The current BellSouth process requires that BellSouth give AT&T a Start 2-24 hours prior to the due date. Why will BellSouth deviate from a process that has been in place and working					

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
23	18-Dec	What notification will AT&T receive from Bell South when a conversion is complete? AT&T requests an open bridge during conversion and an electronic notification per 20 lines converted.		17-Jan	**For each non-coordinated UVL-SL1 loop and each non-coordinated UCL-ND loop, a "go ahead" message will be faxed. For each UVL-SL2 Loop migration, the CWINS Center will contact AT&T. AT&T can also check the status of orders on CSOTS. Additionally, the BellSouth Project Manager will notify AT&T when the entire Bulk Request is completed.**	Yes	AT&T needs further clarification. See 23a
23a	19-Feb	Customer Service is impaired until service is accepted. AT&T needs the ability to accept orders, trace, receive completions on individual orders as they occur to minimize customer impact. Insert AT&T work to request that BellSouth unrelease all the open bridges to report on the status and again minimize the retrivial of disconnect customer impact.			See answer regarding Order Coordination to question 4b. Will all CLEC contact provided on the service order if UVL-SL2 Loop (automatically coordinated w/out) and or Order Coordinated UVL-SL1 and UCL-ND.		
24	19-Feb	Since electronic order confirmations are not available, will AT&T be billed as if these orders were sent electronically			Yes		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
25	10-Feb	Page 8 of the LNP Project UNE Batch Migration Interval Variance Process OSS Information Package version 1 provides target for response intervals. It is my understanding that the response referenced is the FOC or clarification. Please confirm.			These targeted intervals are not for FOC or clarification. These intervals are the targeted intervals in which the CLEC will receive a response from the BellSouth Project Manager regarding the Due Dates on the Project Notification. FOCs and/or clarifications will be sent to the CLEC once the orders have been entered into the service order system.		
		What portions will be included in the LNP UNE Conversion Batch Migration Interval Variance process?			For the Project Notification, the LNP UNE Batch Migration Interval Variance Process OSS Information Package version 1 will be used. The Project Notification will include the following:		

BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Phillip E. Cook
(404) 927-4689
Fax: (404) 927-8577

November 20, 2002

Ms. Denise Berger
Operations Assistant Vice President
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process (GA02-M931-00)

Dear Ms. Berger:

I am writing in response to your October 18, 2002, New Business Request (NBR) for Bulk Conversion of Unbundled Network Element Platform (UNE-P) end-users to an Unbundled Network Element Loop (UNE-L) with Local Number Portability (LNP).

As I believe you are aware, AT&T submitted Change Request 0215 dated November 7, 2002 also requesting that BellSouth develop a mechanized means to accomplish bulk conversions of UNE-P to UNE-L. This was developed through the Change Control Process (CCP) and was slated for Release 11.0. Through the CCP, the CLEC community recently was apprised of the need to defer implementation of this capability and agreed to do so until Release 12.0.

To address near term conversion demand, BellSouth will offer in two phases bulk conversions pursuant to the specifications documented through CCP for Release 11.0. Phase one is an interim manual process that will be in place by January 1, 2003. It will allow processing of bulk conversion orders via a spreadsheet. Details of the interim process have been shared through CCP information distribution.

Phase Two will utilize the existing Electronic Data Interchange (EDI), Telecommunications Access Gateway (TAG), and Local Exchange Navigation System (LENS) electronic interfaces for order entry. The bulk conversion capability is scheduled for Release 12.0 of EDI, TAG and LENS with an estimated availability date of April 1, 2003. Details of the Release will be available through CCP information distribution.

BellSouth has completed its preliminary analysis regarding your recent NBR for an increased number of customers per cut, multiple central offices, after hours implementation and dedicated personnel. BellSouth has determined that AT&T's request is technically feasible with the following caveat:

- The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer.

The conversion process with dedicated personnel and after hours cuts will be handled as Professional Services. The cost for these services is detailed in Attachment A.

Scott Kunze will be your Professional Services point of contact. Scott can be reached at 205-977-2438 or Scott.Kunze@bridge.bellsouth.com. Thank you for choosing BellSouth Interconnection Services as AT&T's service provider.

Sincerely,

Phillip Cook
BellSouth Interconnection Services

cc: Jim Schenk

Attachment

Attachment A

Item	Price
Project Management of After Hours UNE-P to UNE- L conversion	$134.32 per Working Telephone Number
After Hours Service Tech, Service Rep	Per Interconnection Agreement and applicable tariff

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
34H71 BellSouth Center
Atlanta, GA 30375

FIRST CLASS

AT&T
1200 Peachtree St., NE
Atlanta, GA 30309
ATTN: Ms. Denise Berge

30309+3504 26

Berger, Denise C, CSLSM

From: Berger, Denise C, NCAM
Sent: Friday, December 06, 2002 3:20 PM
To: 'Scott.Kunze@bridge.bellsouth.com'
Cc: BST-Jim Schenk (E-mail)
Subject: GA02-M931-00

Scott,

I understand that you are my contact on the above referenced NBR.

Please answer a couple of questions for me.

1. Was the initial cost estimate based on the use of SL1 loops or SL2 loops? If this response is conditional, please provide detail on the conditions relevant to the decision tree.
2. Please break-down the component costs included in the $134.32 per Working Telephone Number Project Management charge.
3. Please provide an estimate of the total service tech hours projected to be the average for this project.

Thanks for your help and let me know if you have questions.

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
Ofc: (404) 927-7575
Fax: (404) 927-4985

December 20, 2002

Ms. Denise Berger
AT&T Local Services
Operations Assistant Vice Present
Room 12256
1200 Peachtree Street N.E.
Atlanta, Georgia 30309

Dear Ms. Berger:

This is in response to your e-mail of December 6, 2002 to Scott Kunze, regarding BellSouth's November 20, 2002 response to AT&T's New Business Request (NBR) GA02-M931-00. Mr. Kunze has requested that I respond to your e-mail. Please refer to the following for your questions and a BellSouth response:

AT&T Question #1: Was the initial cost estimate based on the use of SL1 loops or SL2 loops? If this response is conditional, please provide detail on the conditions relevant to the decision tree.

BellSouth Response: The initial cost was not based on either SL1 or SL2 loops. AT&T did not request costs involving SL1 or SL2 loops. The $134.32 charge per working telephone number was determined by the AT&T NBR that was submitted by you on October 16, 2002, for an Unbundled Network Element-Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process. In the AT&T NBR, the following was requested:

- 100-500 customers per evening
- Up to two local serving offices
- Dedicated Personnel – Including but not limited to Project Management, Service Representative, Service Technician, Customer Wholesale Interconnection Network Services (CWINS) Manager
- Dedicated Single Point of Contact (SPOC) – Primary and Secondary
- Pre-cut coordination of Purchase Order Number (PON), Service Order Request (SOR) and Firm Order Confirmation (FOC) via spreadsheet
- Pre-cut coordination conference calls

- Specific tracking of orders
- Conduct meetings with work center personnel
- Specific final pre-cut conference calls
- An open conference bridge for all cuts
- Specific pre-cut testing

AT&T Question #2: Please breakdown the component costs included in the $134.32 per Working Telephone Number Project Management charge.

BellSouth Response: As pointed out above, AT&T is requesting a dedicated team to manually handle the bulk conversions. With CLEC input, BellSouth designed a fully mechanized process for bulk conversions. The process was designed to be handled during normal business hours and a project manager would only assign due dates and a project ID. In working with the CWINS and Project Management staff to respond to AT&T's NBR, BellSouth determined that the following actions and time would be required to manually coordinate the conversion after normal hours for each working telephone to meet AT&T's request:

CWINS time would be 11.5 minutes per each working telephone number for the following functions:

- Interface with Project Manager and Network personnel
- Review and verification of spreadsheet entries
- Scheduling of center personnel for after hours cuts
- Monitoring of internal conference bridge during cuts

Project Management time would be 34.5 minutes per each working telephone number for the following functions:

- Review accuracy and completeness of spreadsheet entries
- Verifying telephone numbers to ensure that they are in the same wire centers
- Verifying that the Uniform Service Order Codes (USOC) are valid for the projects on all orders
- Verifying NXX information on Web
- Contacting AT&T to resolve any discrepancies identified on the initial spreadsheet
- Schedule and complete conference calls with Network counterparts
- Checking orders to ensure they are in PD status
- Verifying orders in Work Force Administration (WFA) to ensure RID is met
- Checking WFA to verify that a CWINS technician has been assigned and turn-up is complete
- Verify that all orders have been completed in BellSouth Online Customer Record Information System (BOCRIS)

AT&T Question #3: Please provide an estimate of the total service tech hours projected to be the average for this project.

BellSouth Response: The total service technician hour projected for this project would be determined by the number of lines to be converted and any road blocks that may occur.

If you have further questions regarding the NBR pricing, please feel free to e-mail me at laurel.mackenzie@bellsouth.com or call me at 404-927-7575.

Sincerely,

Laurel MacKenzie
Senior Manager - Professional Services
ICS Marketing

cc: Scott Kunze
Jim Schenk

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street NE
Atlanta, Georgia 30309
404 810-8644
FAX 281 664-3648
PAGER 888 658-7243 PIN 123468
WIRELESS 404 915-0796
deberger@att.com

January 9, 2003

Laurel MacKenzie
Senior Manager – Professional Services
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00

Dear Laurel:

This letter is in response to your letter dated December 20, 2002, regarding AT&T's New Business Request (NBR) GA02-M931-00. This NBR is for the project-managed transition of AT&T's UNE-P customers to UNE loop.

Thanks you for your response, but I have some additional questions. These questions primarily deal with the breakdown of costs for this transition of service. My goal is to have a firm understanding of the total costs for this project, e.g., exactly what it will cost AT&T to transition each customer from UNE-P to UNE-L.

1. Your response to my first question states that the cost was not based on either type of local loop offered by BellSouth. Does this mean that the $134.32 per working telephone number charge does not cover the entire charge to transition that telephone number from UNE-P to UNE loop service?
2. If this does not represent the entire cost that AT&T would pay for such a transition of service, what additional charges would AT&T incur? To what would those charges apply? For example, are there other non-recurring charges that would be in addition to the $134.32 per working telephone number? Should the non-recurring cost for the loop order and the number porting order be added to the $134.32?
3. Are there additional charges for the central office frame technicians? If so, are they included in your proposal? If not, what would that additional cost be?
4. Would the customer, currently service by UNE-P, be transitioned to UNE loop and remain on the same facility? If not, how would this decision be made?
5. Would AT&T have the discretion to specify either an SL1 facility or an SL2 facility?
6. Is any loop qualification required for this project? If so, is this included in the activities outlined in your letter and, therefore, included in the proposed cost? If not, would there be additional costs incurred for such a qualification?

Recycled Paper

7. Would BellSouth at the completion of the order do post-provisioning testing to insure that the customer's service was working as ordered? Would this testing include a check to insure all features are present as ordered?
8. Can BellSouth give AT&T an estimate (based on experience or historical data) of the number of technician hours required per customer or per working telephone number?

I look forward to further information from you that will help AT&T understand BellSouth's charges for this transition.

Sincerely,

cc: Jim Schenk
Scott Kunze

Subject: FW: RE: NBR GA02-M931-00

-----Original Message-----
From: Berger, Denise C, CSLSM
Sent: Thursday, March 06, 2003 11:18 AM
To: MacKenzie BST-Laurel (E-mail)
Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
Subject: RE: NBR GA02-M931-00

March 6, 2003

L. MacKenzie
BellSouth Interconnection Services

Laurel:

The purpose of this note is to ask a few more questions about BellSouth's handling of UNE-P customers on IDLC facilities prior to conversion to UNE loop.

1. Will BellSouth support the transition of IDLC UNE-P customers to UNE loop as a part of this proposed migration? If not, what is a viable alternative?
2. Will BellSouth identify the IDLC customers as a part of their project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?
3. Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?
4. AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?
5. What percentage of end-user customers by state in BellSouth's territory are on IDLC?

Thank you for your help. AT&T wants to insure the smoothest possible transition for our customers.

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

BELLSOUTH

BellSouth Interconnection Services

675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
(404) 927-7575
Fax (404) 927-4985

May 5, 2003

Ms. Denise Berger
AT&T Local Services
Operations Assistant Vice President
Room 12256
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Ms. Berger:

This is in response to your e-mail dated March 6, 2003, posing additional questions concerning the conversion of customers from Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L). The following are BellSouth's responses to your questions:

AT&T Question #1: Will BellSouth support the transition of IDLC UNE-P customers to UNE Loop as a part of this proposed migration? If not, what is a viable alternative.

BellSouth Response: As part of this proposed migration, BellSouth will support transition of Integrated Digital Loop Carrier (IDLC) UNE-P customers to UNE-L when alternative arrangements exist. Attachment 2, Section 3.11.1 of AT&T's Interconnection Agreement specifies the viable alternatives.

AT&T Question #2: Will BellSouth identify the IDLC customers as part of its project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?

BellSouth Response: During the project planning process, BellSouth will identify the IDLC UNE-P customers and will assign alternate facilities, when such facilities exist, during the service order process.

AT&T Question #3: Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?

BellSouth Response: Currently, BellSouth has no plans to convert IDLC UNE-P customers to copper on an interim basis prior to the negotiated due date of the actual conversion. BellSouth will perform the conversion on the due date as per existing processes being utilized today. This process, as well as the CLEC notification, is based on requested service type (SL1/SL2) and requested conversion type (coordinated or non-coordinated).

AT&T Question #4: AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?

BellSouth Response: It is expected that IDLC UNE-P customers being converted to UNE-L will require a field dispatch. Upon initial receipt of the project planning notification from the CLEC, the project manager will negotiate due dates with the network organizations based on volumes and required dispatches. These dates will be set to maximize field resources with minimal or no use of overtime.

AT&T Question #5: What percentage of end-user customers by state in BellSouth's territory are on IDLC?

BellSouth Response: The following is the percentage by state within BellSouth territory of end-user customers of all carriers on IDLC:

AL 22.7%,	MS 22,7%
FL 31.8%,	NC 26.0%
GA 27.0%,	SC 36.3%
KY 13.4%,	TN 21.8%
LA 12.5%	

The questions that you submitted to Professional Services did not specifically pertain to the New Business Request (NBR) AT&T submitted earlier and, therefore, have required a longer response period. In the future, in an effort to facilitate quicker responses, please direct questions about general BellSouth practices to AT&T's Local Contract Manager within Jim Schenks' CLEC Care organization. CLEC Care has the resources assigned to AT&T to respond to your questions and interface with any department required to provide information in formulating an answer.

Sincerely,

Laurel MacKenzie

Laurel Mackenzie
Senior Manager – Professional Services
Interconnection Services Marketing

CC: Jim Schenks
Scott Kunze

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 11, 2004

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T's Response to BellSouth's 7th Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in the attachment to Item No.242 to AT&T's Response to BellSouth's 7th Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of the attachment to Item No.242 to AT&T's Response to BellSouth's 7th Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 18, 2004

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Supplemental Responses to BellSouth's Sixth Set of Interrogatories and Sixth Request fro Production of Documents filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 18, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SIXTH SET OF INTERROGATORIES (NOS. 183-241)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC' Supplemental Responses to BellSouth's Sixth Set of Interrogatories (Nos. 183-241), which were legally propounded by BellSouth on January 16, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 18th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 18, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 18, 2004.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising	)	
from Federal Communications Commission	)	Docket No. 030851-TP
triennial UNE review: Local Circuit Switching	)	
for Mass Market Customers.	)	Date Filed: February 18, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC' SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SIXTH REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 33-37)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC' Supplemental Responses to BellSouth's Sixth Requests for Production of Documents (Nos. 33-37), which were legally propounded by BellSouth on January 16, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 18th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 18, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 18, 2004.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 18th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. • Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. • Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC • Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom • Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch /kas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 18, 2004

AT&T'S SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SIXTH SET OF INTERROGATORIES REDACTED VERSION

Subject to the General Objections filed with the Florida Public Service Commission on or about January 21, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Supplemental Responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Sixth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 16, 2004, as follows:

REQUEST:	Bellsouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 191:	Referring to page 6 of the Rebuttal Testimony of Jay M. Bradbury, explain in detail each and every way a self-provisioning trigger candidate that provides an "intermodal service" that is "comparable to the ILEC service in cost, quality, and maturity" (Criteria 4) would ever "be relying on ILEC analog loops to connect the customer to its switch" (Criteria 3).
Response:	The six trigger criteria discussed on pages 5-6 of the Rebuttal Testimony of Jay M. Bradbury is an extract of the direct testimony of FCCA's witness Joseph Gillan. The references in the TRO and support for Mr. Gillan's six trigger criteria are found at pages 36-52 of Mr. Gillan's Direct Testimony filed in this case on December 4, 2003. The discussion of Criteria 3 and 4 is contained at pages 44 thru 48 of that testimony. AT&T is a member of FCCA and concurs in FCCA's position as expressed by Mr. Gillan in that testimony.
Supplemental Response	This Interrogatory is vague and ambiguous in that it mischaracterizes the testimony of Jay Bradbury. Specifically, the interrogatory incorrectly presumes that Mr. Bradbury's testimony relates to criteria for all trigger candidates when Mr. Bradbury's Rebuttal testimony on page 6 refers to whether AT&T satisfies the criteria contained in the testimony of Mr. Gillan. Subject to the foregoing, and in defining "intermodal service" within the parameters of the TRO (referring specifically to footnote 1365), AT&T states that an intermodal carrier utilizing its cable TV plant facilities, rather than ILEC analog loops, to provide services comparable in cost, quality and maturity to the ILEC could be considered as a trigger candidate. Given the fact that such a carrier would not confront the hot cut and other operational impairments that were found by the FCC with regard to carriers relying on the ILEC's analog loops, the FCC directed that such a trigger candidate should be given less weight. In describing the self-provisioning trigger, the TRO states "We recognize that when one or more competitive providers is also self-deploying its own local loops, this evidence bears less heavily on the ability to use a self-deployed switch as a means of accessing the incumbents local loops. See ¶501, Footnote 1560.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 192:	Do you contend that a carrier providing an "intermodal service" must use an ILEC's local loops to qualify as one of the three self-provisioning trigger candidates for purposes of the FCC's self-provisioning trigger test? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents, including providing specific references to any and all language in the TRO, that support this contention. Include in your response an explanation of why the FCC only required that the service of "intermodal service" providers, as opposed to all other providers, be comparable to the ILEC service in cost, quality, and maturity.
Response:	The TRO criteria for including an intermodal service provider as one of the three self-provisioning trigger candidates for purposes of the FCC's self-provisioning trigger test is contained in the Direct Testimony of FCCA'a witness Joe Gillan filed in this case on December 4, 2003. AT&T is a member of FCCA and concurs in FCCA's position as expressed by Mr. Gillan in that testimony.
Supplemental Response:	No. See Response to Interrogatory 191. In addition, AT&T directs BellSouth to the following references in the TRO that suggest that intermodal carriers which maintain their own loops do not face the same challenges as CLECs using ILEC loops face. See, e.g. TRO at ¶7, ¶97, ¶98, ¶429, ¶439, ¶440, ¶441, Footnote 1354, ¶443, ¶446, ¶466, ¶487, ¶494, ¶499, Footnote 1549, ¶499, ¶510, Footnote 1572. For example, intermodal carriers do not face the economic and operational impairments caused by the hot cuts process. They are not forced to use ILEC facilities to access customers. Intermodal carriers also have first mover and scale economy advantages that CLECs may not have. To the extent that BellSouth also asks AT&T to explain "why the FCC only required that the service of 'intermodal service' providers, as opposed to all other providers, be comparable to the ILEC service in cost, quality, and maturity", AT&T refers BellSouth to the TRO. Otherwise, AT&T is without sufficient knowledge or information to comment on the specific mindset of the FCC Commissioners in issuing the TRO or the findings contained therein.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 193: Referring to pages 7 through 9 of the Rebuttal Testimony of Jay M. Bradbury wherein he claims that AT&T does not provide service to residential customers using the local switches identified on page 7 and that all service being provided to small business customers is "an artifact of the old business plan" which is no longer being pursued, please:

(a) Define with specificity the "very small businesses" that AT&T originally planned on serving using DS0 UNE-L loops, collocations, and your own local switches, including specifying the number of access lines that each such business customer would need or require from AT&T;

(b) State the date or dates when the decision was made by AT&T to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches;

(c) Identify each and every document in your possession, custody or control that refers or relates to AT&T's decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches;

(d) Does AT&T contend that its decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches was made based on AT&T's experiences in Florida or any other state in the BellSouth region?; and

(e) If the answer to the foregoing Interrogatory is in the affirmative, state all facts and identify all documents that support this contention, including identifying each and every document that mentions Florida or any other state in the BellSouth region in connection with AT&T's decision to abandon its business plan to serve "very small businesses" using DS0 UNE-L loops, collocations, and your own local switches.

Response:

(a) AT&T's plans addressed customers having characteristics consistent with the TRO's definition of "mass market" and "very small business" that may be found, for example, in the TRO at para 127, FN 432, para 459, and FN 1402.

(b) AT&T has no records of the specific date or dates upon which the decisions to terminate active provisioning of service to customers having these characteristics via UNE-L arrangements were made.

(c) AT&T is attempting to locate documents responsive to this request and will provide as supplemental response.

(d) See AT&T's response to BST's Interrogatories 134 and 125.

(e) See response to c.

Supplemental Response:

(a) As that business plan was implemented, it developed that the average number of access lines each small business customer needed or required from AT&T was ***BEGIN CONFIDENTIAL—SUBJECT TO PROTECTIVE AGREEMENT**[redacted]** END CONFIDENTIAL—SUBJECT TO PROTECTIVE*** AGREEMENT lines..

(b) AT&T began to abandon the business plan referenced in fourth quarter 1999, although AT&T continued to attempt to provision small business customers using UNE-L with BellSouth for approximately two years, as reflected in the testimony of Denise Berger referenced below.

(c) The Declarations of Ellyce Brenner, Stephen Huels, Michael Lesher and Anthony Fea/Anthony Giovannuci filed on behalf of AT&T in the FCC's Triennial Review proceeding memorialize the collective experience of the company with regard to the referenced business plan. Additionally, the testimony of AT&T witness Denise Berger filed in several states in the BellSouth region in connection with BellSouth's Petitions for Authority to Provide Interlata Services (Section 271 Petitions) memorializes the collective experience of AT&T with regard to the referenced business plan specifically within the BellSouth region. This document was produced in response to Interrogatory No. 125. These declarations and testimony were prepared based on knowledge and the documentation available at that time and summarize

AT&T's experience with the UNE-L business plan. As such, they are the key documents in AT&T's possession, custody or control that refer or relate to AT&T's decision to abandon that business plan. AT&T has conducted a search but no additional documentation from that time is available. See Confidential Attachment Int. 193.

(d) This decision was made on a national level, which included the experience in the BellSouth region.
(e) See response to subpart (c) above.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 199: When the business plan referenced on page 9 of the Rebuttal Testimony of Jay M. Bradbury was "active," did AT&T ever forecast the number of "very small businesses" that AT&T expected to serve using DS0 UNE-L loops, collocations, and its own local switches"? If the answer to this Interrogatory is in the affirmative, identify each and every document referring or relating to such forecasts.

Objection: Objection. The answer to this Interrogatory is irrelevant to the issue of whether AT&T is "actively providing" analog services to mass market customers, which is a criteria set for in the TRO in order for a CLEC to be considered a trigger candidate. As Mr. Bradbury's testimony indicates, AT&T is no longer "actively providing" analog services to small business utilizing DS0's and any information about the time period 1999-2001, when AT&T had an active business plan, is not relevant nor likely to lead to the discovery of admissible evidence concerning whether AT&T

	is an appropriate trigger candidate in 2004 for purposes of this Docket.
Supplemental Response	See the supplemental response to Interrogatory No. 193 (a) above. No forecasts were made.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 200:	When the business plan referenced on page 9 of the Rebuttal Testimony of Jay M. Bradbury was "active," did AT&T ever forecast the number of DS0s that AT&T expected to provide using DS0 UNE-L loops, collocations, and its own local switches"? If the answer to this Interrogatory is in the affirmative, identify each and every document referring or relating to such forecasts.
Objection:	AT&T incorporates its Objection to Interrogatory No. 199 as if fully set forth herein.
Supplemental Response	Subject to, and without waiving its objections described in the original response, no.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 208:	Admit that in Docket 000731-TP before the Florida Public Service Commission, AT&T's witness(es) testified under oath that AT&T could serve customers in every "nook and cranny" of Florida using its existing local switches and long loops.
Response:	Not applicable.
Supplemental Response	It is admitted that the testimony attached hereto (Attachment Int. 208) is a true and accurate reflection of the testimony in that docket. Except as admitted, Interrogatory No. 208 is hereby denied. It should be noted, however, that the testimony addresses only the facts that (1) the technology exists to serve customers using existing switches and "long loops" and that (2) all customers being served with such arrangements were exclusively business customers. The testimony does not address the economic considerations used to determine whether serving a given customer is economically rational or whether it is operationally feasible, which are core issues in this docket. Then, as today, economic and operational impairments rendered such arrangements irrational for serving mass market customers.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 213:	Please admit that Don J. Wood is not an economist.
Response:	Because BellSouth has not defined "economist", AT&T can neither admit or deny this Interrogatory/Request for Admission. However, AT&T states that while Mr. Wood has a master's degree in economics and his expert testimony on economic issues has been accepted by state regulators, federal regulators, state, federal, and overseas courts, and arbitration tribunals, Mr. Wood does not usually refer to himself as an "economist".
Supplemental Response	AT&T does not have its own definition of "economist", however using the dictionary definition of "economist" as "one who specializes in economics", AT&T states that Mr. Wood does not "specialize in economics". AT&T incorporates by reference its previous response to this Interrogatory, subject to the same, this request is admitted.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 215:	Does Mr. Wood claim to be qualified to give an opinion as an expert witness on economic matters? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on economic matters.
Response:	Yes. In addition to his educational background, Mr. Wood has been engaged in economic analysis of the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.
Supplemental Response:	Mr. Wood has provided expert testimony on economic matters related to the telecommunications industry based on his education and experience in numerous proceedings and before numerous tribunals, as listed in Exhibit DJW-1. In none of these proceedings has Mr. Wood's qualifications been successfully challenged to present the testimony he prepared. In these regulatory proceedings, there was no process to "expressly qualify" the witness. Therefore, there are no proceedings in which Mr. Wood has been "expressly qualified".

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 216:	Does Mr. Wood claim to be qualified to give an opinion as an expert witness on the estimation of the cost of capital? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on matters involving the estimation of the cost of capital.
Response:	Yes. Mr. Wood has a master's degree in finance and has been engaged in an analysis of the factors that directly impact the cost of capital incurred by firms in the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.
Supplemental Response	Mr. Wood has provided expert testimony on cost of capital based on his education and experience in numerous regulatory proceedings and before numerous tribunals, as listed in Exhibit DJW-1. In none of these proceedings has Mr. Wood's qualifications to provide expert testimony on cost of capital been successfully challenged to present the testimony he prepared. In these regulatory proceedings, there was no process to "expressly qualify" the witness. Therefore, there are no proceedings in which Mr. Wood has been "expressly qualified". Mr. Wood has been qualified as an expert on cost of capital issues by the United States District Court for the District of South Carolina, the United States District Court for the Northern district of Texas, and American Arbitration Association panels.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 217:	Does Mr. Wood claim to be qualified to give an opinion as an expert witness on matters involving the depreciation of fixed assets? If so, please state all education, training, or experience that qualifies Mr. Wood to render such an expert opinion. In answering this Interrogatory, identify each and every proceeding since January 1, 2000 in which Mr. Wood has been expressly qualified by a court, administrative agency, or hearing tribunal as an expert witness qualified to render an opinion on matters involving the estimation of the cost of capital.
Response:	Yes. Mr. Wood has a master's degree in finance and has been engaged in an analysis of the factors that directly impact the expected useful life of network assets in the telecommunications industry for the past 16 years. A listing of Mr. Wood's previous testimony is contained in Exhibit DJW-1 to Mr. Wood's direct testimony.
Supplemental Response	Mr. Wood has provided expert testimony on the factors that directly impact the useful lives of fixed telecommunications assets based on his education and experience in numerous regulatory proceedings and before numerous tribunals, as listed in Exhibit DJW-1. In none of these proceedings has Mr. Wood's qualifications these matters been successfully challenged to present the testimony he prepared. In these regulatory proceedings, there was no process to "expressly qualify" the witness. Therefore, there are no proceedings in which Mr. Wood has been "expressly qualified".

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 218: For planning purposes, does AT&T have an expected useful life for its 4ESS or 5ESS switches? If so, what is that useful life?

Response: ***** BEGIN CONFIDENTIAL SUBJECT TO PROTECTIVE AGREEMENT*****

[redacted]

***** END CONFIDENTIAL SUBJECT TO PROTECTIVE AGREEMENT*****

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 219:	Referring to page 4 of the Rebuttal Testimony of Don J. Wood, please identify the BellSouth witness who argued "that a CLEC utilizing UNEs incurs less risk that (sic) a CLEC investing in its own network...." In answering this Interrogatory, provide specific references to the witness's testimony where this argument purportedly is made.
Response:	A complete discussion of this topic including citations to Dr. Billingsley's testimony is presented at pages 50 through 56 of Mr. Wood's rebuttal testimony.
Supplemental Response:	Mr. Wood's testimony, in this instance does not quote Bellsouth's witness, instead, it rebuts conclusions and inferences which might be reasonably drawn from said witness's testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 228: With regard to AT&T's marketing offers directed to potential customers of qualifying service, such as its recent offer of $75 to residential end users to change their local telephone service from their current carrier to AT&T, how does AT&T make the determination about the specific end users to whom such offers will be made? Specifically:

(a) Does every resident in a subdivision, for instance, get the same offer? If not, how are the subscribers differentiated?

(b) Does AT&T or its marketing agency use any sort of lists, mechanisms or methods to differentiate between or to actually select the potential customers to whom such offers are made, and if so, explain those in detail.

(c) Does AT&T extend such offers to every existing telephone service subscriber in a wire center, if it makes the offer to any such subscribers in the wire center? If the answer is no, explain how, if not already provided, AT&T differentiates between such customers in the same wire center.

Response: Information responsive to this request can be found at: http://ccpkms.ims.att.com/tariffs/index.html

Supplemental Response: a) Does every resident in a subdivision, for instance, get the same offer? If not, how are the subscribers differentiated?

As a prerequisite to this question, AT&T's offers are available to all customers who meet appropriate credit checks and are located in the geographic areas in which the offers are applicable. Specifically answering this question as to marketing offers, the answer is no. Like any other marketing campaign, AT&T follows a strict guideline to define eligible consumers for each marketing program, whether it is an outbound telemarketing program or direct mail program. Many consumers are not eligible for certain market offers due to, among other things, the

limitations of their calling area or the customer, at his or her request, did not want to receive any solicitation material from AT&T.

(b) Does AT&T or its marketing agency use any sort of lists, mechanisms or methods to differentiate between or to actually select the potential customers to whom such offers are made, and if so, explain those in detail.

Yes. AT&T adopts a proprietary model in deriving the offer that is extended to the consumer. The model factors in data from the consumers' prior relationships with AT&T. The model also evaluates offers if the individuals do not have a prior relationship with AT&T.

(c) Does AT&T extend such offers to every existing telephone service subscriber in a wire center, if it makes the offer to any such subscribers in the wire center? If the answer is no, explain how, if not already provided, AT&T differentiates between such customers in the same wire center.

The offer is available to all customers who meet appropriate credit checks and geographic availability. As for the extent to which such offers are marketed, the response is no. See response to (a) above.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 236:	To the extent Mr. Wood claims to be qualified to render an opinion as an expert witness on the estimation of cost of capital, what does Mr. Wood contend should be the correct cost of capital for use in any business case modeling the "efficient" CLEC? In answering this Interrogatory, state all facts and identify all documents supporting Mr. Wood's contention.
Response:	The discount rate in a business case analysis should reflect the risk that is specific to both (1) the firm considering the investment and (2) the risk of the investment being considered compared to the firm's overall level of risk.
Supplemental Response:	Mr. Wood does not proffer a specific cost of capital to be used.

REQUEST:	BellSouth Sixth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 237:	Referring to page 54 of the Rebuttal Testimony of Don J. Wood, Mr. Wood claims that Dr. Billingsley states that "future CLEC operations, when those CLECs will be incurring the risk to make large fixed investments in network infrastructure, will be less risky that (sic) the current operation of CLECs who rely on UNE switching and UNE-P." Please identify the page and line in Dr. Billingsley's pre-filed testimony where this statement is made. Alternatively, if Mr. Wood has inferred this conclusion from Dr. Billingsley's testimony, please provide a detailed explanation of the basis for Mr. Wood's inference.
Response:	The basis for Mr. Wood's rebuttal testimony, including citations to Dr. Billingsley's testimony is described at pages 50-56.
Supplemental Response	Again as stated in an earlier response, Mr. Wood's testimony, in this instance does not quote Bellsouth's witness, instead, it rebuts conclusions and inferences which might be reasonably drawn from said witness's testimony. Mr. Wood explains the basis for this inference at page 54, lines 24-26 and page 55, lines 1 thru 19 of his Rebuttal testimony.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 239: Has AT&T or anyone acting at the direction of or on behalf of AT&T made runs of the BACE model? If the answer to this Interrogatory is in the affirmative, please:

(a) Identify each person involved in making such runs of the BACE model, and, for each such person, state the number of runs of the BACE model he or she performed, and the number of hours spent in connection with performing such runs;

(b) Provide in electronic format the BACE Scenario Input files (these are the "ScenarioName"_Inputs.MDB files in the Scenario directory) used to make such runs of the BACE model;

(c) For each scenario, provide all changes from the Filed BellSouth BACE scenario "BellSouth_FL" used in such runs of the BACE model;

(d) Provide all report files from the BACE model which AT&T claims supports it position in this proceeding that CLECs are impaired without access to unbundled switching from BellSouth, including, for each such file, identifying the scenario used to prepare the file; and

(e) Provide a description of the steps used to verify or evaluate the BACE model, if any were performed, and identify all documents referring or relating to such verification or evaluation process.

Response:

a. Don Wood - Wood & Wood Consulting
Craig Risberg - Wood & Wood Consulting
Jennifer Taylor – Wood & Wood Consulting
Julie Murphy – FTI Consulting Group

b. An attempt is being made to collect this information and will be provided as a supplemental response.
c. An attempt is being made to collect this information and will be provided as a supplemental response.
d. Mr. Wood has not relied on any report files from the BACE model in order to reach this conclusion.
e. There are no documents responsive to this request.

Supplemental Response:

b. Provided on CD-ROM with this Supplemental Response.
c. Provided on CD-ROM with this Supplemental Response.
d. See Surrebuttal Testimony of Don J. Wood filed in this Docket.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 240: Do you contend that there are any errors or flaws in the BACE model? If the answer to this Interrogatory is in the affirmative, please state all facts and identify all documents that support this contention. In answering this Interrogatory, please:

(a) Provide the BACE.Log file found in the root directory of the BACE model from the machine on which the error or flaw was encountered, a log or record of whether the BACE support line was called and informed, a screenshot of the error screen, and a list of the machines parameters (memory, free hard drive space, Operating system, processor type, etc..); and

(b) If you did not currently have the BACE.Log file, please provide the memory, approximate free hard drive space at the time, operating system, and process type for the machine(s) on which any error or flaw occurred.

Response: AT&T has made no such contentions.

Supplemental Response: Subject to further review, AT&T does contend it is not known whether there are any flaws or errors in the BACE Model, as even the model's developer has, subsequent to the model's filing with the FPSC, found errors in the model.

REQUEST: BellSouth Sixth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 241: Do you contend that any inputs used by BellSouth to the BACE model are erroneous, flawed, or are otherwise inappropriate? If the answer to this Interrogatory is in the affirmative, please:

(a) Identify each input value that you contend is erroneous, flawed, or inappropriate;

(b) For each input to the BACE model you contend is erroneous, flawed or inappropriate, state all facts and identify all documents that support this contention;

(c) Identify each input value that you contend should be used in the BACE model; and

(d) For each input value that you contend should be used in the BACE model, state all facts and identify all documents that support this contention.

Response: AT&T will supplement it's response to this Interrogatory.

Supplemental Response: Inputs related to initial price levels and price changes over time

Inputs related to CLEC market share, including terminal market share, "p" values, and churn

Inputs related to CLEC customer acquisition costs, G&A expenses, and Customer Acquisition expense

The fixed ten year time horizon

Inputs related to the discount rate used in the NPV analysis (cost of capital analysis)

Support for these contentions are as set forth in the Prefiled Rebuttal and Surrebuttal testimony, as well as the deposition transcript of Don Wood

SUBMITTED this 18th day of February, 2004.

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Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Attachment to Interrogatory 193

CONFIDENTIAL AND PROPRIETARY

CONFIDENTIAL INFORMATION
Subject to Protective Order in CC Docket Nos. 01-338, 96-98, 98-147

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

CONFIDENTIAL

In the Matter of	)	
	)	
Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers	)	CC Docket No. 01-339, No. 96-98 & No. 98-147

DECLARATION OF ELLYCE BRENNER ON BEHALF OF AT&T CORP.

I. BACKGROUND

[redacted]

II. [redacted]

[redacted]

[redacted]

3. [redacted]

[redacted]

4. [redacted]

5. [redacted]

[redacted]

6. [redacted]

[redacted]

7. [redacted]

[redacted]

[redacted]

8. [redacted]

9. [redacted]

10. [redacted]

[redacted]

[redacted]

III. AT&T'S MARKET EXPERIENCE IN PROVIDING SERVICE TO BUSINESS CUSTOMERS

11. [redacted]

A. [redacted]

12. [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

13. [redacted]

14. [redacted]

15. [redacted]

B. [redacted]

16. [redacted]

17. [redacted]

18. [redacted]

[redacted]

20 [redacted]

19. [redacted]

20. [redacted]

[redacted]

2 [redacted]

3 [redacted]

21. [redacted]

22. [redacted]

[redacted]

23. [redacted]

[redacted]

C. [redacted]

24. [redacted]

25. [redacted]

[redacted]

[redacted]

26. [redacted]

27. [redacted]

28. [redacted]

29. [redacted]

5 [redacted]

6 [redacted]

[redacted]

D. [redacted]

30. [redacted]

[redacted]

[redacted]

[

[redacted]

31. [redacted]

[redacted]

1. [redacted]

32. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

33. [redacted]

34. [redacted]

35. [redacted]

36. [redacted]

37. [redacted]

38. [redacted]

39. [redacted]

40. [redacted]

41. [redacted]

[redacted]

10 [redacted]

11 [redacted]

42. [redacted]

2. [redacted]

43. [redacted]

44. [redacted]

12 [redacted]

45. [redacted]

46. [redacted]

47. [redacted]

[redacted]

48. [redacted]

49. [redacted]

50. [redacted]

51. [redacted]

52. [redacted]

53. [redacted]

[redacted]

[13] [redacted]

54. [redacted]

55. [redacted]

[redacted]

IV. [redacted]

56. [redacted]

57. [redacted]

58. [redacted]

59. [redacted]

60. [redacted]

A. [redacted]

61. [redacted]

62.

1.

63.

14

64. [redacted]

2. [redacted]

65. [redacted]

i. [redacted]

66. [redacted]

[redacted]

67. [redacted]

[redacted]

68. [redacted]

[redacted]

69. [redacted]

[redacted]

[redacted]

70. [redacted]

71. [redacted]

72. [redacted]

73. [redacted]

[redacted]

ii. [redacted]

74. [redacted]

75. [redacted]

[redacted]

76. [redacted]

[redacted]

77. [redacted]

[redacted]

B. [redacted]

78. [redacted]

[redacted]

[redacted]

C.

79. [redacted]

80. [redacted]

16 [redacted]

17 [redacted]

81. [redacted]

V. [redacted]

83. [redacted]

84. [redacted]

[redacted]

85. [redacted]

86. [redacted]

[redacted]

87. [redacted]

[redacted]

A. [redacted]

88. [redacted]

[redacted]

[redacted]

1. [redacted]

89. [redacted]

90. [redacted]

[redacted]

19 [redacted]

91. [redacted]

92. [redacted]

[redacted]

[redacted]

93. [redacted]

2. [redacted]

94. [redacted]

[redacted]

95. [redacted]

[redacted]

B. [redacted]

96. [redacted]

[redacted]

[redacted]

97. [redacted]

98. [redacted]

Attachment to Int. 208

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 000731-TP
In the Matter of

PETITION BY AT&T COMMUNICATIONS OF THE SOUTHERN STATES, D/B/A AT&T FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH COMMUNICATIONS, INC. PURSUANT TO 47 U.S.C. SECTION 252.
_____/

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VOLUME 1

PAGES 1 THROUGH 202

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN E. LEON JACOBS, JR.
COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI

DATE: Wednesday, February 14, 2001

TIME: Commenced at 9:30 a.m.

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

REPORTED BY: JANE FAUROT, RPR
FPSC Division of Records & Reporting
Chief, Bureau of Reporting

Q And you are serving the panhandle out of switches located in Macon, Georgia?

A That switch could be serving the panhandle. I'm not sure it is, but it could be.

Q And the point of the matter is is that your position is because you have the switch in Montgomery or because you have the switch in Macon and because you can run a long loop, you can serve every nook and cranny of Florida and therefore you have the same geographic coverage, right? That is the argument that you have put together?

A Yes. And, in fact, we are serving some nooks and crannies in some of these LATAs.

Q Good. How many residential customers do you have in the panhandle of Florida that you are serving?

A We don't have any residential customers today in the panhandle. All we are serving is business customers.

Q Okay.

A And I'm not aware of any switch in the panhandle that BellSouth has that is only serving residential.

Q Well, I didn't mean to suggest it was. I'm sorry if I did.

Let's move to Issue 6. Issue 6, if I recall correctly, involves termination liabilities when AT&T

25 converts its special access services to unbundled network

Confidential Attachment to Interrogatory No. 239
CD only

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP February 18, 2004

AT&T'S SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SIXTH REQUEST FOR PRODUCTION OF DOCUMENTS (33-37)

Subject to the General Objections filed with the Florida Public Service Commission on or about January 21, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Supplemental responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Sixth Request for Production of Documents (33-37) to AT&T Communication of the Southern States, LLC, served on January 16, as follows:

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 33:	Produce all documents identified in response to BellSouth's First Requests for Admission and Revised Sixth Set of Interrogatories.
Response:	The only documents identified in AT&T's Responses are references to BellSouth's own testimony and is already in the custody and control of BellSouth.

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 34:	Produce all documents created since January 1, 2000 referring or relating to the financial benefits to AT&T of providing local service using UNE-P instead of using UNE-L loops, collocation arrangements, and its own local switches.
Response:	AT&T is attempting to locate documents responsive to this request and will supplement should any documents be found to exist.
Supplemental Response:	**AT&T incorporates its objections to Interrogatory No. 15 as if fully set forth herein. Furthermore, AT&T objects to the production of these documents on the grounds that they would require the production of documents protected by the attorney-client privilege and/or work product doctrine. Subject to and without waiving that objection, AT&T has compiled a privilege log consisting of the following: UNE-P planning assumptions document prepared by attorney Thomas G. Dagger, Network, Access and Local Services Law Vice President, dated October 17, 2003.**

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 35:	Produce all documents created since January 1, 2000 referring or relating to the financial disadvantages to AT&T of providing local service using UNE-L loops, collocation arrangements, and its own local switches rather than UNE-P.
Response:	AT&T is attempting to locate documents responsive to this request and will provide by supplemental response should any documents be found to exist.
Supplemental Response:	**AT&T incorporates its response and objections to POD No. 34 as if fully set forth herein.**

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 36:	Produce all documents governing the arrangement by which AT&T's switches serve Comcast customers as a result of the merger of AT&T Broadband and Comcast, as discussed on pages 4-5 of the Rebuttal Testimony of Jay M. Bradbury.
Response:	See AT&T's Response to BellSouth's First Interrogatories and First Request for Production of Documents.
Supplemental Response:	**AT&T objects on the grounds that such production is irrelevant and burdensome. Subject to and without waiving that objection, a copy of this document is attached hereto. See Confidential Document Bates Stamp reference: 000545—000595.**

REQUEST:	BellSouth Sixth Request for Production of Documents
DATED:	January 16, 2004
POD 37:	Produce all documents referring or relating to whether customers migrating qualifying service from an ILEC to AT&T tend to take the same services from AT&T, more services, or less services.
Response:	AT&T will supplement its response to this request.
Supplemental Response:	AT&T incorporates its objections to Interrogatory No. 15 as if fully set forth herein. Subject to, and without waiving those objections, no such documents exist.

SUBMITTED this 18th day of February, 2004.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 18, 2004

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T' Supplemental Response to BellSouth's 6th Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T' Supplemental Response to BellSouth's 6th Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T' Supplemental Response to BellSouth's 6th Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 18, 2004

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Suppelemental Responses to BellSouth's Seventh Set of Interrogatories filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 18, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC' SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SEVENTH SET OF INTERROGATORIES (NOS. 242-280)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC' Supplemental Responses to BellSouth's Seventh Set of Interrogatories (Nos. 242-280), which were legally propounded by BellSouth on January 21, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 18th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 18, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 18, 2004.

Tracy Hatch /cas

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 18th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
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Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch /las

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 18, 2004

AT&T'S SUPPLEMENTAL RESPONSES TO BELLSOUTH'S SEVENTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about January 28, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Supplemental Responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Seventh Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 21, 2004, as follows:

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 264:	State all facts and identify all documents that support Ms. Brenner's testimony that "it [sic] simply impossible to establish collocation in all 14,000 ILEC central offices" in paragraph 5 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity why AT&T believes it would be necessary to establish collocation in 14,000 ILEC central offices in order to provide qualifying service to mass-market customers using its own local switches.
Response:	If unbundled local switching is no longer available to CLECs, all competitors will have to install their own facilities in collocation space. CLECs will have no other meaningful alternative in order to serve mass market customers. As the TRO notes, "[f]or competitive LECs that rely on the incumbent LEC's transmission facilities but not on unbundled local circuit switching, collocation of facilities in the incumbent's central office is essential to the provision of local service." TRO, Para. 477. The cost of collocating in ILEC offices is prohibitive, with the high cost of getting the space ready; adding the equipment; the backhaul costs; and power. Thus, as a practical matter, establishing collocation in all ILEC central offices is "simply impossible". Brenner affidavit, Para. 5. With regard to the document identification requested, AT&T objects on the grounds that this is overbroad and burdensome. The proposition that CLECs will have to install their own facilities in collocation space, absent UNE-P, was recognized in the TRO, as set forth above. Producing "all documents that support" that fact in Ms. Brenner's Declaration would require a time-consuming, voluminous search for documents that support an acknowledged fact.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 265:	State all facts and identify all documents that support Ms. Brenner's testimony that "EELs are only effective to combine high capacity loops with transport" in paragraph 5 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity all efforts made by AT&T to use EELs in providing qualifying service to mass-market customers using its own switches.
Response:	DS0 EELs are not economically feasible. This is supported by the fact that only 6 DS0 EELs are in service in Florida.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 266: State all facts and identify all documents that support Ms. Brenner's testimony that "coordinated hot cuts cause significant delays in provisioning service" in paragraph 7 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with coordinated hot cuts in BellSouth's region and quantify the "delays" allegedly experienced by AT&T in connection with those hot cuts.

Response: This interrogatory seeks information pertaining to AT&T's experience in providing local service using UNE-L, particularly with regard to the hot cut process, on both a national and BellSouth regional level. As the Vice President, AT&T Business Local Services, Ms. Brenner was in charge of the development, testing, introduction, delivery and management of the portfolio of local services offered in the period of time that AT&T pursued a local entry strategy using UNE-L, all as described in her Declaration. Ms. Brenner's FCC Declaration summarized that experience and was based upon the collective information assembled within the Business Local Services organization as a part of pursuing and implementing that business plan. The type of data Ms. Brenner relied upon was provided to her in meetings and briefings as 'report card' or 'dashboard' documents that were dynamic (i.e., information changed routinely and it was not necessary to maintain the many versions of the documents) . Since the time of Ms. Brenner's Declaration, those tools/data keeping has changed and current versions (or even the last version) of those documents do not exist. Thus, no documents exist outside of Ms. Brenner's Declaration.Similarly, Denise Berger was District Manager for Supplier Performance with responsibility for pursuing and implementing the UNE-L local service entry strategy in the Southern region, including managing the ongoing performance improvement of AT&T's local services suppliers in the Southern Region.. Ms. Berger's testimony filed in the North Carolina 271 case, produced in response to Interrogatory No. 125 summarized that experience in the BellSouth region and was based upon the collective information assembled within the regional local organization as a part of pursuing and implementing that

business plan. To the extent this Interrogatory requests "quantification" of a shortcoming of BellSouth's hot cut provisioning process, Ms. Berger's testimony addresses that point.-

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 267:	State all facts and identify all documents that support Ms. Brenner's testimony that "coordinated hot cuts ... can result in prolonged service outages" in paragraph 7 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with coordinated hot cuts in BellSouth's region and quantify the "prolonged service outages" allegedly experienced by AT&T in connection with those hot cuts.
Response:	See response to Interrogatory No. 266

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 268:	State all facts and identify all documents that support Ms. Brenner's testimony that the DLC "workarounds that have been developed are neither cost-effective nor scalable" in paragraph 8 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with DLC "workarounds" in BellSouth's region and quantify the "costs" allegedly incurred by AT&T in connection with their use.
Response:	IDLC conversions require a field dispatch and those costs are added to the recurring charge for the loop. Also see pages 41-43 of Direct testimony of Mark Van de Water. Also see response to Interrogatory No. 266.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 269: State all facts and identify all documents that support Ms. Brenner's testimony that "CLECs are effectively barred from offering service" to customers served via IDLC in paragraph 22 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with offering service to customers served via IDLC in BellSouth's region and quantify the number of customers in BellSouth's region that AT&T has decided not to serve because of IDLC.

Response: To the extent this Interrogatory requests a quantification of the number of customers in BellSouth's region that AT&T decided not to serve because of IDLC, that information is neither kept nor retained in the ordinary course of business and accordingly is not available. See response to Interrogatory No. 266.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 270:	Identify the specific "markets" in which "AT&T attempted substantial UNE-L entry … for low volume business locations served via voice-grade loops" described in Paragraph 35 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony.
Response:	California, Texas, Illinois, Massachusetts, New York, Georgia, Florida, Michigan

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 271: State all facts and identify all documents that support Ms. Brenner's testimony that "on a nationwide basis, customer conversions took an average of 45 days – a month and a half – from the point of sale to the establishment of customer dial tone with AT&T facilities" in paragraph 39 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, please:

(a) State with specificity how this 45-day period was calculated, including providing all underlying data upon which this calculation was based;

(b) Describe each step in the process of converting a customer from the point of sale to the establishment of customer dial tone with AT&T facilities, including stating the average period of time involved in completing each step;

(c) Describe with particularity AT&T's experiences with converting customers served with AT&T's facilities in BellSouth's region; and

(d) Quantify the length of time experienced by AT&T from the point of sale to the establishment of customer dial tone with AT&T facilities in connection with customer conversions in BellSouth's region.

Response:

a. The 45-day period was based on the average Due Date Cycle Time (order received in Provisioning to Completion Date), which was 21.4 days; plus the LSRC Event Cycle Time (date LSR sent to LEC to LSRC Confirmation), which was 10.9 days. Total average Provisioning Cycle Time = 32.3 days. (This does not include internal AT&T Sales to Provisioning cycle time.)
b. AT&T objects to this interrogatory subpart as overbroad and burdensome.
c. See response to Interrogatory No. 125.
d. The National average cycle time from Customer Purchase Decision (CPDD) to Turn-up (dial tone) was: 51 days for UNE-L and 31 days for UNE-P. No BellSouth specific data is available.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 272:	State all facts and identify all documents that support Ms. Brenner's testimony that "over half of orders were cancelled prior to conversion" in paragraph 40 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with cancelled orders in BellSouth's region and quantify the number of such cancelled orders.
Response:	See response to Interrogatory No.266. BellSouth specific data is no longer available. However, if AT&T had not experienced the same operational and economic problems in BellSouth as it did nationally, AT&T would have continued using a UNE-L strategy in BellSouth.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 273:	Does AT&T contend that customer orders have been cancelled prior to conversion because of problems with BellSouth's coordinated hot cut process? If the answer to this Interrogatory is in the affirmative, state all facts and identify all documents that support this contention.
Response:	See response to 272. When AT&T abandoned the UNE-L business plan, cancellation rates decreased. See Paragraph 49 of the Brenner Declaration.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 274:	State all facts and identify all documents that support Ms. Brenner's testimony that "the UNE-L provisioning process often required multiple calls to the customer to reschedule events" in paragraph 41 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity AT&T's experiences with rescheduling events due to BellSouth's UNE-L provisioning process and provide by telephone number each customer who had to be rescheduled because of that process.
Response:	See response to Interrogatory No. 266. Furthermore, to the extent this Interrogatory requests the telephone number of every customer who had to be rescheduled due to the shortcomings of BellSouth's UNE-L provisioning process, AT&T objects on the grounds that this is overbroad and burdensome. Documents reflecting this information are not kept in the ordinary course of business and accordingly are not available.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 275:	What is the "normal length" of an outage referenced in footnote 11 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony? In answering this Interrogatory, state all facts and identify all documents that support Ms. Brenner's determination of "the normal length" of an outage.
Response:	Ms. Brenner's Declaration speaks for itself. See response to Interrogatory No. 266.

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 276: State all facts and identify all documents that support Ms. Brenner's testimony that there is an average 21-day interval from point of sale to establishment of customer dial tone for UNE-P orders in paragraph 49 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, please:

(a) State with specificity how this 21-day period was calculated, including providing all underlying data upon which this calculation was based;

(b) Describe each step in the process of converting a customer from the point of sale to the establishment of customer dial tone via UNE-P, including stating the average period of time involved in completing each step;

(c) Describe with particularity AT&T's experiences with converting customers served via UNE-P in BellSouth's region; and

(d) Quantify the length of time experienced by AT&T from the point of sale to the establishment of customer dial tone via UNE-P in connection with customer conversions in BellSouth's region.

Response: See response to Interrogatory No. 266. To the extent additional specifics are requested, AT&T objects on the ground that this is overbroad and burdensome.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 277:	Were any of the UNE-P lines converted to AT&T's facilities in BellSouth's region as discussed in paragraph 50 of Ms. Brenner's FCC Declaration referenced on page 9 of Mr. Bradbury's Rebuttal Testimony? If not, specify the ILEC that performed the conversion and quantify the number of conversions performed by each such ILEC.
Response:	No. BEGIN CONFIDENTIAL –SUBJECT TO PROTECTIVE AGREEMENT ***24,000 in Verizon***END CONFIDENTIAL –SUBJECT TO PROTECTIVE AGREEMENT

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 278:	Identify the "handful of states" that in AT&T's view "have made it possible to have both reasonable rates for UNEs and workable OSS with which to order UNE-P" as discussed in paragraph 52 of Ms. Brenner's FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony?
Response:	California, Georgia, Massachusetts, Florida, Michigan, Illinois, Pennsylvania, New Jersey

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 279:	State all facts and identify all documents that support Ms. Brenner's testimony that the coordinated hot cut process "continues to result in substantial delays and in prolonged outages for customers" in paragraph 67 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity the "substantial delays" and "prolonged outages" experienced by AT&T in BellSouth's region and quantify those "delays" and "outages," including providing the time period during which these "delays" and "outages" allegedly occurred.
Response:	See response to Interrogatory No. 266.

REQUEST:	BellSouth Seventh Set of Interrogatories
DATED:	January 21, 2004
Interrogatory 280:	State all facts and identify all documents that support Ms. Brenner's testimony that "the overall performance on coordinated hot cuts is woefully inadequate" in paragraph 69 of her FCC Declaration referenced on page 9 of Jay Bradbury's Rebuttal Testimony. In answering this Interrogatory, describe with particularity the AT&T coordinated hot cut experiences in BellSouth's region and explain with specificity why AT&T contends such performance has been "woefully inadequate."
Response:	See response to Interrogatory No. 266.

SUBMITTED this day of February 2004.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 19, 2004

BY OVERNIGHT DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T's Notice of Serving Responses to BellSouth's Eighth Set of Interrogatories, and Eighth Request for Production of Documents filed on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 19, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S EIGHTH REQUESTS FOR PRODUCTION OF DOCUMENTS (NO. 39)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Eighth Requests for Production of Documents (No. 39), which were legally propounded by BellSouth on January 30, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 19th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 19, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 19, 2004.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 19, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO BELLSOUTH'S EIGHTH SET OF INTERROGATORIES (NOS. 281-300)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to BellSouth's Eighth Set of Interrogatories (Nos. 281-300), which were legally propounded by BellSouth on January 30, 2004, was sent via electronic mail to Douglas Lackey, Esq. Douglas.lackey@bellsouth.com and by overnight mail to Douglas Lackey, Esq., BellSouth Telecommunications, Inc., 675 W. Peachtree Street, Suite 4300, Atlanta, Georgia 30375 on this 19th day of February, 2004.

The original and one copy of this Notice were also sent via overnight delivery on February 19, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 19, 2004.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 19th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC • Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom • Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 19, 2004

AT&T'S RESPONSES TO BELLSOUTH'S EIGHTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about February 7, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Eighth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 30, 2004, as follows:

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 281:	Please admit that the AT&T switch located at 1151 North Keller Road, Florida, and observed by the FPSC Staff on January 28, 2004, currently is capable of serving residence and business customers.
Response:	**Admitted**

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 282:	Please admit that the AT&T switch located at 1151 North Keller Road, Florida, and observed by the FPSC Staff on January 28, 2004, currently contains the AIU equipment necessary to serve both business and residential customers out of that switch.
Response:	Denied. AT&T has only limited AIU equipment at the North Keller Road switch and uses it only for intra-office phone service.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 283:	Please admit that it is a "business decision" (as that term was used by the AT&T switch technician in the FPSC Staff hot cut workshop on January 28, 2004) on AT&T's part to serve only business customers out of its switch located at 1151 North Keller Road, Florida, rather than business and residential customers.
Response:	AT&T admits that, as a result of economic and operational impairment, it has made a business decision to provide service only to enterprise customers and existing small business customers from out of its switch located at 1151 North Keller Road, Florida.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 284:	Please admit that the AT&T switch technician who answered questions at the FPSC Staff hot cut workshop on January 28, 2004, agreed that it was technically feasible to serve both business and residence customers out of the AT&T switch located at 1151 North Keller Road, Florida.
Response:	Admitted.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 285:	Refer to page 13, lines 14 – 21 and page14, lines 1 – 3, of the surrebuttal of Jay M. Bradbury. Identify each and every instance in which AT&T has experienced call blockage above objective levels (for purposes of this request assume that the objective level is less than 1%) across a BellSouth tandem in the state of Florida.
Response:	Mr. Bradbury's testimony on page 13, line 14 through page 14, line 3 makes no assertion that AT&T has experienced tandem blocking in Florida above the 1% level offered by BellSouth as an objective in this interrogatory. BellSouth has in its own possession and control the data necessary to answer this question without any assistance from AT&T.

REQUEST: BellSouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 286: Refer to the surrebuttal testimony of witness Don Wood, page 5, lines 6-13. Please identify each and every member of the team who reviewed the TRO to discern what guidance the FCC provided. For each person identified in response to this interrogatory:

a. Describe in detail his or her background and training, including but not limited to, their training in computer programming and model building, if any, and describe any models they have constructed, and

b. Provide a resume or c.v. for each person.

Response: The Surrebuttal testimony of Mr. Wood at page 5, lines 6-13 makes no mention of any "team" who reviewed the TRO to discern what guidance the FCC provided.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 287:	State the number of runs of the BACE model Mr. Wood performed prior to the filing of his rebuttal testimony.
Response:	See Response to Interrogatory No. 279 wherein AT&T provided BellSouth with the log of Mr. Wood's BACE runs.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 288:	State the number of runs of the BACE model Mr. Wood performed prior to the filing of his surrebuttal testimony.
Response:	See response to Interrogatory No. 287.

REQUEST: Bellsouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 289: Refer to the rebuttal testimony of witness Don Wood, page 22, lines 14 – 15. Please identify with specificity which "barriers to entry" the BACE model does not consider. For each barrier identified in response to this interrogatory, provide a citation to the provision or paragraph in the TRO in which the FCC recognized or acknowledged the barrier.

Response: The BACE does not accurately capture the higher unit cost that a CLEC will experience if relying on self-provisioned local circuit switching. This barrier is described in ¶ 484 of the TRO.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 290:	Refer to the rebuttal testimony of witness, Don Wood, page 26, lines 14 – 18. Please provide the wire center forecast described by Mr. Wood.
Response:	The Rebuttal testimony of Mr. Wood at page 26, lines 14-18 states that " I have been unable to find a way in working with the BACE model to establish initial prices based on wire center specific prices in place today, or, more importantly, to forecast future price changes on a wire center-specific basis. Without this ability, it is impossible to accurately determine the revenues that a CLEC is likely to receive". Mr. Wood prepared no "forecast" that can be provided.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 291:	Refer to the rebuttal testimony of witness, Don Wood, page 26, lines 14 – 18. Provide the forecast for each of the 17 customer-spend categories in the BACE model, for each of the services used in the BACE model, for each of the future years Mr. Wood believes it is appropriate to consider.
Response:	The Rebuttal testimony of Mr. Wood at page 26, lines 14-18 states that " I have been unable to find a way in working with the BACE model to establish initial prices based on wire center specific prices in place today, or, more importantly, to forecast future price changes on a wire center-specific basis. Without this ability, it is impossible to accurately determine the revenues that a CLEC is likely to receive". Mr. Wood prepared no "forecast" that can be provided.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 292:	Refer to the rebuttal testimony of witness, Don Wood, page 26, lines 14 – 18. Please provide the forecast of future price changes on a wire-center basis to which Mr. Wood refers.
Response:	The Rebuttal testimony of Mr. Wood at page 26, lines 14-18 states that " I have been unable to find a way in working with the BACE model to establish initial prices based on wire center specific prices in place today, or, more importantly, to forecast future price changes on a wire center-specific basis. Without this ability, it is impossible to accurately determine the revenues that a CLEC is likely to receive". Mr. Wood prepared no "forecast" that can be provided.

REQUEST: BellSouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 293: In regard to co-carrier cross connections in collocation space, please state:

a. The number of co-carrier cross connections AT&T has installed between its collocation space and that of another carrier in BellSouth's central offices in Florida.

b. The number of co-carrier cross connections that have been placed by another collocated carrier to AT&T's collocation spaces in BellSouth's central offices in Florida?

Response:

a. None

b. None.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 294:	Please identify for each central office in Florida, the number of co-carrier cross connections that have been installed between AT&T's collocation and that of another carrier and identify the carrier(s) to which AT&T's collocation space is cross-connected.
Response:	None.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 295:	Does AT&T require the installation of additional co-carrier cross connections in BellSouth's central offices in Florida? If the answer is affirmative, state the number of new co-carrier cross connections AT&T estimates will be required.
Response:	None.

REQUEST: BellSouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 296: On Page 14 of Mr. Van De Water's rebuttal testimony, he references Paragraph 514 of the TRO as requiring ILECs to "*provide cross-connections*" between the facilities to two CLECs? Please state AT&T's interpretation of the word "provide" as used in the context of Paragraph 514 of the TRO.

Response: First in paragraph, 478:

Incumbent LEC Provisioning of Competitive LEC-to-Competitive LEC Cross –
Connects. We further find that an incumbent LEC's **failure to provide cross-connections**[1473] between the facilities of two competitive LECs on a timely basis can also result in impairment. Competition in the absence of unbundled local circuit switching requires seamless and timely migration not only to and from the incumbent's facilities, but also to and from the facilities of other competitive carriers.[1474] Such interconnection **requires that the incumbent LEC place cross connections** between the competitive carriers' facilities in its central office on a timely basis. The incumbent's failure to do so will tend to delay competitors' entry, and thus to increase competitors' costs. We conclude that in some cases, such failure can give rise to impairment in the absence of unbundled local circuit switching.

[1473] **Cross-connection is the "attachment of one wire to another usually by anchoring each wire to a connecting block and then placing a third wire between them so that an electrical connection is made**." *Id.*; *see also* AT&T Brenner Decl. at para. 21; Z-Tel Comments, Declaration of Peggy Rubino at para. 12.

Second in paragraph 514

Competitive LEC – to – Competitive LEC Cross Connects. We have also determined that an incumbent LEC's **failure to provide** cross-connections between the facilities of two competitive LECs on a timely basis can result in impairment. Therefore, a state commission considering whether to find "no impairment" with regard to mass market switching must evaluate whether such delays increase requesting carriers' costs to such a degree that entry into the market is rendered

uneconomic in the absence of unbundled switching. **Evidence relevant to this inquiry would include, for example, information regarding the incumbent's practices and procedures with regard to provision of cross-connects linking competitive carriers' facilities**, competitive LECs' complaints regarding the incumbent's past performance in this area, the incumbent LEC's response to these complaints, the costs incurred in connection with deficient performance in this regard, and the degree to which those costs render entry into a given market uneconomic.

And in the TRO rules, Section 51.319 which states :
"Specifically, the state commission shall examine whether....difficulties in obtaining cross-connects in an incumbent LEC's wire center render entry uneconomic for requesting telecommunications carriers in the absence of unbundled access to local circuit switching."

REQUEST: BellSouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 297: In reference to Mr. Van De Water's rebuttal testimony on Page 16, identify each and every operational and economic barriers AT&T believes exists in regard to providing DSL services to mass market customers under BellSouth's new FCC Tariff No. 1 Intra-Office Cross Connect Service?

Response: While AT&T has not yet had an opportunity to conduct the full analysis of the operational economic barriers which would exist in regard to providing DSL services to mass market customers under BellSouth's new FCC Tariff No. 1 Intra-Office Cross Connect Service, following are AT&T's initial findings which it believes result in economic and operational impairment in providing service to mass market customers, not withstanding any further findings of AT&T.

- BellSouth will charge a $350.00 non-recurring charge per 2-wire, per circuit (FCC Tariff No 1-Section 13.3.22 (F) (1)) For this, according to Section 13.3.22 (C) (2), "the Telephone Company will provide a jumper between the two CFAs provided by the two collocators." In contrast, BellSouth's UNE rate for a 2 wire cross connect is $8.22. Further, according to BellSouth witness Varner "The cross-connect process is a very basic procedure that BellSouth performs frequently on an ongoing basis. There is no appreciably greater difficulty involved in providing co-carrier cross-connect as compared to a cross-connect between BellSouth and a CLP. A cross-connect is a cross-connect."
- The ordering collocator must submit to the Telephone Company written certification that more than ten percent of the amount of traffic be transmitted through the Intra-Office Collocation Cross-Connect Service will be interstate. (FCC Tariff No 1-Section 13.3.22 (D) (2) As CLECs cannot as a practical matter, require that their mass market end-users make any interstate calls, much less that 10% of the traffic must be interstate, this

requirement alone makes this "offer" ludicrous as well as operationally infeasible.

- The ordering collocator must allow BellSouth to conduct compliance audits to ensure that the 10% requirement is met.
- The cross connect must be ordered via an ASR process while the remainder of the service is ordered via the LSR process. No method exists of coordinating orders between the systems, in spite of the fact that to be provisioned, the work must be coordinated.

Also see attached tariff.

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 298:	Identify any alternatives or services, beside collocation, that would be available to AT&T to access and service its mass market customers (such as EELs)? For each alternative identified, please provide supporting details, information and documentation of these alternatives and/or services.
Response:	BellSouth should look to its own subject matter experts and witnesses if it wishes to develop a list of alternatives to collocation. BellSouth's witnesses Mr. Milner, Mr. Gray, and Mr. Fogle have all provided testimony related to this subject.

REQUEST: BellSouth Eighth Set of Interrogatories

DATED: January 30, 2004

Interrogatory 299: State whether AT&T contends that BellSouth has not provisioned any of AT&T's requested collocation space in the previous 12 months in accordance with this Commission's established ordering and provisioning intervals? Please provide supporting details, information and documentation of any instances identified.

Response: **No.**

REQUEST:	BellSouth Eighth Set of Interrogatories
DATED:	January 30, 2004
Interrogatory 300:	Refer to the surrebuttal testimony of AT&T Witness Don Wood at pg 18-19 and Exhibit DJW-5. Please identify the detailed inputs, tables changed, inputs changed, and table input files for the model runs discussed in Mr. Wood's surrebuttal testimony and exhibits.
Response:	See Response to Interrogatory No. 279.

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST:	BellSouth Eighth Requests for Production
DATED:	January 30, 2004
Interrogatory 39:	Provide a copy of all documents identified in response to the foregoing Interrogatories and Requests for Admission 281 through 300.
Response:	All responsive documents are attached to the Interrogatory Responses.

SUBMITTED this 19th day of February 2004.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Attachment to Interrogatory No. 297

TARIFF DISTRIBUTION

FILE CODE: 680.3400 FILE PACKAGE NO.: 778

DATE: January 9, 2004

STATE: FCC

EFFECTIVE DATE: 01/09/2004

TYPE OF DISTRIBUTION: Approved

PURPOSE: Introduce Cross Connect Service

TARIFF SECTION	PAGE NUMBER	PAGE REVISION
1000	1	653
1000	1.1	002
1000	2	198
1000	2.1	065
1000	3	067
1000	4	161
1000	4.1	011
1000	5	134
1000	8.1	050
1000	8.2	004
1000	9	042
1000	18	015
1000	25	010
1000	26	001
1000	27	005
1000	27.0.1	003
1000	27.2	008
1000	48	005
1000	57	006
1000	67	009
1000	70	006
1002	2-12.0.1	008
1002	2-12.0.2	004
1002	2-12.1	016
1002	2-12.2	010
1002	2-30	020
1002	2-31	013
1002	2-31.1	003
1002	2-49.0.19	006
1002	2-49.1	017
1002	2-49.2	009

1005	5-1	018
1005	5-1.1	011
1005	5-1.1.1	000
1005	5-11.1.1	002
1005	5-12	019
1005	5-13	012
1005	5-15	009
1005	5-17	002
1005	5-18	002
1005	5-19	008
1005	5-19.1	002
1005	5-23	008
1006	6-29	010
1006	6-141.1	004
1007	7-4	012
1007	7-14.4	000
1007	7-80	006
1007	7-86.1.1	004
1013	13-76.14	000
1013	13-76.15	000
1013	13-76.16	000
1013	13-76.17	000
1013	13-76.18	000
1020	20-12	007
1020	20-13	006
1020	20-14	004
1020	20-17	005

ACCESS SERVICE
CHECK SHEET

The Title Page and Pages 1 to 29-6 inclusive of this tariff are effective as of the date shown.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title	2nd	21.1	Original	55	8th
1	653rd*	22	23rd	56	5th
1.1	2nd*	22.1	4th	57	6th*
2	198th*	23	7th	58	4th
2.1	65th*	24	7th	59	7th
3	67th*	25	10th*	60	9th
3.1	10th	26	1st*	61	3rd
4	161st*	27	5th*	62	7th
4.1	11th*	27.0.1	3rd*	63	3rd
5	134th*	27.1	4th	63.1	3rd
5.1	90th	27.2	8th*	64	4th
5.1.1	25th	27.3	4th	65	7th
6	94th	27.4	4th	66	3rd
6.1	28th	27.5	Original	67	9th*
6.2	Original	27.5.1	Original	67.1	2nd
7	124th	27.6	5th	68	5th
8	49th	27.7	10th	69	5th
8.1	50th*	27.7.1	3rd	69.1	Original
8.2	4th*	27.8	1st	70	6th*
9	42nd*	27.9	1st	70.1	1st
9.0.0.1	17th	28	6th	71	7th
9.0.0.2	4th	29	8th	72	11th
9.0.1	13th	30	2nd	72.1	5th
9.0.1.1	1st	31	8th	73	5th
9.0.2	7th	31.1	7th	74	7th
9.0.3	9th	32	7th	74.1	5th
9.0.3.1	1st	33	6th	75	10th
9.0.4	12th	34	6th	75.1	8th
9.0.4.1	Original	35	4th	75.2	15th
9.0.5	34th	36	5th	75.2.1	1st
9.0.5.1	13th	37	5th	76	5th
9.0.5.2	1st	38	8th	77	3rd
9.1	Original	39	5th	1-1	6th
10	1st	40	7th	2-1	2nd
11	10th	41	3rd	2-2	4th
12	12th	42	6th	2-3	Original
12.1	5th	43	10th	2-4	Original
13	14th	44	7th	2-5	4th
14	6th	45	7th	2-6	1st
14.1	3rd	46	7th	2-7	1st
15	8th	47	2nd	2-8	2nd
16	3rd	48	5th*	2-8.1	Original
17	14th	49	7th	2-9	1st
18	15th*	50	5th	2-9.1	Original
18.1	4th	51	8th	2-10	Original
19	5th	52	5th	2-11	1st
20	13th	53	5th		
21	13th	54	8th		

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2-13	10th				
2-13.1	1st				
2-14	11th				
2-15	13th				
2-15.1	3rd				
2-16	16th				
2-16.1	Original				
2-17	14th				
2-17.1	5th				
2-18	6th				
2-18.1	5th				
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2-18.3	5th				
2-18.4	2nd				

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2-21	8th	2-46.2	1st	2-51	6th
2-21.1	3rd	2-46.3	1st	2-52	7th
2-21.2	1st	2-46.4	1st	2-52.1	8th
2-21.3	1st	2-47	2nd	2-52.2	Original
2-22	6th	2-48	4th	2-52.3	1st
2-23	5th	2-48.1	1st	2-53	3rd
2-24	1st	2-49	10th	2-53.1	2nd
2-24.1	Original	2-49.0.1	4th	2-54	5th
2-26	1st	2-49.0.1.1	Original	2-54.1	9th
2-27	Original	2-49.0.2	4th	2-55	3rd
2-28	9th	2-49.0.3	3rd	2-55.1	7th
2-28.1	1st	2-49.0.4	1st	2-56	8th
2-28.2	Original	2-49.0.5	1st	2-57	1st
2-28.3	Original	2-49.0.5.1	Original	2-58	3rd
2-29	3rd	2-49.0.6	Original	2-59	5th
2-30	20th*	2-49.0.7	Original	2-59.1	5th
2-31	13th*	2-49.0.8	Original	2-60	2nd
2-31.1	3rd*	2-49.0.9	7th	2-61	4th
2-32	2nd	2-49.0.10	5th	2-62	6th
2-33	7th	2-49.0.11	7th	2-62.1	3rd
2-33.1	9th	2-49.0.11.1	1st	2-63	3rd
2-33.2	7th	2-49.0.12	6th	2-64	1st
2-33.2.1	Original	2-49.0.12.1	Original	2-65	3rd
2-33.2.2	Original	2-49.0.13	7th	2-66	3rd
2-33.3	4th	2-49.0.14	5th	2-67	6th
2-33.4	2nd	2-49.0.15	3rd	2-67.1	2nd
2-33.5	3rd	2-49.0.16	1st	2-68	3rd
2-33.6	Original	2-49.0.17	5th	2-68.1	Original
2-33.7	1st	2-49.0.18	3rd	2-69	4th
2-34	1st	2-49.0.18.1	6th	2-70	3rd
2-35	2nd	2-49.0.18.2	5th	2-70.1	6th
2-36	4th	2-49.0.18.3	2nd	2-71	4th
2-37	5th	2-49.0.18.4	2nd	2-72	5th
2-38	5th	2-49.0.18.5	2nd	2-73	3rd
2-39	5th	2-49.0.18.6	5th		
2-40	5th	2-49.0.18.6.1	5th		
2-41	7th	2-49.0.08.6.2	Original		
2-42	4th	2-49.0.18.7	6th		
2-42.1	1st	2-49.0.18.7.1	3rd		
2-42.2	Original	2-49.0.18.8	3rd		
2-43	4th	2-49.0.18.9	1st		
2-43.1	Original	2-49.0.18.10	Original		
2-44	5th	2-49.0.18.11	Original		
2-44.1	2nd	2-49.0.18.11.1	Original		
2-44.2	3rd	2-49.0.18.12	1st		
2-45	7th	2-49.0.18.13	Original		
2-45.1	Original	2-49.0.19	6th*		
2-46	7th	2-49.1	17th*		

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3-4	4th	5-11.0.1	4th		
3-5	1st	5-11.1	10th		
3-6	1st	5-11.1.1	2nd*		
3-7	2nd	5-11.2	9th		
3-8	Original	5-12	19th*		
3-9	Original	5-13	12th*		
3-10	1st	5-14	3rd		
3-10.1	2nd	5-15	9th*		
3-11	2nd	5-16	1st		
3-12	2nd	5-17	2nd*		
3-13	2nd	5-18	2nd*		
3-14	6th	5-19	8th*		
3-15	4th	5-19.1	2nd*		
3-16	4th	5-19.2	1st		
3-17	4th	5-20	11th		
3-17.1	3rd	5-20.1	Original		
3-18	48th	5-21	10th		
4-1	2nd	5-21.1	4th		
4-2	2nd	5-22	13th		
4-3	3rd	5-22.1	2nd		
4-4	3rd	5-23	8th*		
4-5	16th	5-23.1	2nd		
4-6	30th	5-23.2	3rd		
4-7	20th				
4-8	14th				
4-9	18th				
5-1	18th*				
5-1.1	11th*				
5-1.1.1	Original*				
5-1.2	8th				
5-1.2.1	4th				
5-1.2.2	1st				
5-1.3	7th				
5-1.3.1	2nd				
5-1.4	3rd				
5-2	7th				
5-2.0.1	2nd				
5-2.1	3rd				
5-3	7th				
5-4	6th				
5-5	8th				
5-6	8th				
5-7	8th				
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6-3	7th	6-25.14	Original	6-60	5th
6-3.1	1st	6-25.15	Original	6-61	3rd
6-4	7th	6-25.16	Original	6-62	5th
6-5	4th	6-26	8th	6-63	3rd
6-6	7th	6-27	11th	6-64	6th
6-7	14th	6-27.0.1	Original	6-65	4th
6-7.1	Original	6-27.1	9th	6-66	3rd
6-8	12th	6-27.2	2nd	6-67	3rd
6-9	6th	6-27.3	2nd	6-68	3rd
6-10	5th	6-27.4	Original	6-69	6th
6-11	9th	6-28	12th	6-70	2nd
6-11.1	6th	6-28.1	4th	6-71	3rd
6-11.2	5th	6-29	10th*	6-72	3rd
6-11.3	2nd	6-30	4th	6-73	4th
6-11.4	4th	6-31	4th	6-74	7th
6-12	5th	6-32	4th	6-75	7th
6-12.1	6th	6-33	5th	6-75.1	10th
6-13	7th	6-34	5th	6-75.2	8th
6-14	6th	6-34.1	4th	6-75.3	3rd
6-15	5th	6-35	4th	6-75.4	4th
6-16	5th	6-36	6th	6-75.5	2nd
6-17	5th	6-37	5th	6-75.6	1st
6-18	5th	6-38	5th	6-75.7	1st
6-18.1	7th	6-39	5th	6-75.8	2nd
6-19	6th	6-40	4th	6-75.9	2nd
6-20	6th	6-41	6th	6-75.10	4th
6-21	7th	6-42	5th	6-75.10.1	Original
6-22	9th	6-43	5th	6-75.11	2nd
6-22.1	5th	6-44	5th	6-75.12	1st
6-23	4th	6-45	7th	6-75.13	4th
6-23.1	3rd	6-46	10th	6-75.14	3rd
6-24	7th	6-47	8th	6-75.15	1st
6-25	10th	6-48	9th	6-75.16	1st
6-25.1	7th	6-49	11th	6-75.17	Original
6-25.2	4th	6-50	9th	6-75.18	1st
6-25.3	9th	6-51	8th	6-75.19	Original
6-25.3.1	2nd	6-52	9th	6-75.20	Original
6-25.4	3rd	6-52.0.1	Original	6-75.21	Original
6-25.5	3rd	6-52.1	5th	6-75.22	1st
6-25.6	4th	6-53	7th	6-75.22.1	Original
6-25.7	2nd	6-53.1	5th	6-75.23	2nd
6-25.8	Original	6-54	6th	6-75.24	Original
6-25.9	1st	6-55	9th	6-76	6th
6-25.10	2nd	6-56	1st	6-77	6th
6-25.10.1	2nd	6-57	5th	6-77.1	5th
6-25.11	Original	6-58	3rd	6-78	6th
6-25.12	Original	6-58.1	1st	6-78.1	3rd
		6-59	4th	6-79	6th

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6-142	6th	6-157.2.2	10th	6-160.25	Original
6-143	1st	6-157.2.3	11th	6-160.26	Original
6-144	4th	6-157.2.4	7th	6-160.27	Original
6-145	4th	6-157.2.5	7th	6-160.28	Original
6-146	4th	6-157.2.6	7th	6-160.29	Original
6-147	5th	6-157.2.6.1	2nd	6-160.30	Original
6-148	6th	6-157.2.7	13th	6-160.31	Original
6-149	4th	6-157.2.8	11th	6-160.32	Original
6-150	5th	6-157.3	4th	6-160.33	Original
6-151	4th	6-158	5th	6-160.34	Original
6-151.1	2nd	6-159	7th	6-160.35	Original
6-152	5th	6-159.1	5th	6-160.36	Original
6-152.1	2nd	6-159.1.1	6th	6-161	25th
6-153	7th	6-159.1.1.1	5th	6-162	5th
6-153.1	1st	6-159.1.2	4th	6-163	5th
6-154	8th	6-159.1.3	2nd	6-164	5th
6-154.1	Original	6-160	6th	6-164.1	12th
6-155	7th	6-160.1	4th	6-165	7th
6-155.1	4th	6-160.2	8th	6-165.1	1st
6-155.2	4th	6-160.3	2nd	6-165.2	2nd
6-156	15th	6-160.4	4th	6-166	6th
6-157	13th	6-160.5	4th	6-167	5th
6-157.1	5th	6-160.6	4th	6-168	6th
6-157.1.0.1	Original	6-160.7	6th	6-169	9th
6-157.1.0.2	1st	6-160.8	5th	6-169.1	Original
6-157.1.0.3	3rd	6-160.9	6th	6-170	5th
6-157.1.0.4	Original	6-160.10	3rd	6-171	5th
6-157.1.0.5	Original	6-160.11	7th	6-172	6th
6-157.1.0.6	1st	6-160.12	Original	6-173	6th
6-157.1.0.7	Original	6-160.13	Original	6-174	3rd
6-157.1.0.8	Original	6-160.14	Original	6-175	4th
6-157.1.1	8th	6-160.15	Original	6-176	20th
6-157.1.1.1	5th	6-160.16	Original	6-177	10th
6-157.1.2	7th	6-160.17	Original	6-177.1	4th
6-157.1.2.1	6th	6-160.18	Original	6-178	8th
6-157.1.3	12th	6-160.19	Original	6-178.1	7th
6-157.1.3.1	8th	6-160.20	Original	6-178.2	6th
6-157.1.4	9th	6-160.21	Original		
6-157.1.5	9th	6-160.22	Original		

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7-3	7th	7-38.1	5th		
7-4	12th*	7-38.2	3rd		
7-4.1	Original	7-38.3	5th		
7-5	6th	7-38.4	4th		
7-6	6th	7-38.5	5th		
7-6.1	7th	7-38.5.1	Original		
7-7	9th	7-38.6	4th		
7-8	7th	7-38.7	1st		
7-8.1	12th	7-38.7.1	Original		
7-8.1.1	3rd	7-38.8	2nd		
7-8.1.2	Original	7-38.9	4th		
7-8.2	4th	7-38.9.1	Original		
7-8.3	4th	7-38.10	3rd		
7-8.3.1	1st	7-38.11	4th		
7-8.4	2nd	7-38.12	Original		
7-9	2nd	7-39	1st		
7-10	2nd	7-40	2nd		
7-11	2nd	7-41	2nd		
7-12	2nd	7-42	1st		
7-13	8th	7-43	1st		
7-13.0.1	1st	7-44	3rd		
7-13.1	3rd	7-45	3rd		
7-14	5th	7-46	3rd		
7-14.1	1st	7-47	5th		
7-14.2	1st	7-48	7th		
7-14.3	1st	7-49	6th		
7-14.4	Original*	7-49.0.1	2nd		
7-15	3rd	7-49.1	5th		
7-16	9th	7-49.4.0.1	Original		
7-17	6th	7-49.1.1	3rd		
7-18	7th	7-49.2	5th		
7-19	9th	7-49.3	7th		
7-20	1st	7-49.3.1	2nd		
7-21	1st	7-49.4	6th		
7-22	2nd	7-49.4.0.1	2nd		
7-23	1st	7-49.4.1	4th		
7-24	1st	7-49.5	4th		
7-25	1st	7-50	3rd		
7-26	3rd	7-51	4th		
7-27	2nd	7-52	4th		
7-28	2nd	7-53	5th		
7-29	2nd	7-54	4th		
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7-31	2nd				
7-32	3rd				
7-33	2nd				
7-34	2nd				
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BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 8, 2004

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EFFECTIVE: JANUARY 9, 2004

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7-57.2	7th
7-57.2.1	2nd
7-57.3	8th
7-58	8th
7-58.1	5th
7-58.2	3rd
7-58.3	4th
7-58.4	1st
7-58.5	2nd
7-58.6	4th
7-58.6.1	4th
7-58.7	1st
7-58.7.1	3rd
7-58.7.2	Original
7-58.8	5th
7-58.8.1	1st
7-58.9	3rd
7-58.9.1	1st
7-58.10	6th
7-58.10.0.1	Original
7-58.10.1	2nd
7-58.11	6th
7-58.11.1	2nd
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7-58.13	8th
7-58.14	6th
7-58.15	3rd
7-58.16	3rd
7-58.17	4th
7-58.17.1	2nd
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7-28.21	Original
7-28.22	Original
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7-62	3rd
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7-66	4th
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7-71.1	3rd
7-72	2nd
7-73	3rd
7-74	4th
7-74.1	6th
7-75	4th
7-76	1st
7-77	1st
7-78	1st
7-79	24th
7-79.1	Original
7-80	6th*
7-80.1	3rd
7-81	6th
7-81.1	2nd
7-81.2	1st
7-82	4th
7-83	5th
7-84	10th
7-84.1	6th
7-85	12th
7-86	2nd
7-86.1	9th
7-86.1.1	4th*
7-86.2	5th
7-86.2.1	2nd
7-86.3	7th
7-86.3.1	Original
7-86.4	4th
7-87	8th
7-88	2nd
7-88.1	5th
7-89	5th
7-90	6th
7-90.1	5th
7-91	8th
7-91.0.1	1st
7-91.1	1st
7-92	3rd
7-92.1	7th
7-92.2	1st
7-93	2nd
7-94	3rd
7-94.1	2nd
7-95	1st
7-96	2nd
7-97	2nd
7-98	1st
7-99	2nd
7-99.1	1st
7-99.2	1st
7-99.3	1st
7-100	9th
7-100.1	Original
7-101	7th
7-101.1	7th
7-101.2	Original
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7-102.1	7th
7-103	10th
7-103.1	6th
7-103.1.1	2nd
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7-103.17	1st
7-103.18	3rd
7-103.18.1	4th
7-103.18.2	Original
7-103.19	3rd
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ACCESS SERVICE

EXPLANATION OF SYMBOLS

C	-	To signify changed regulation
D	-	To signify discontinued rate or regulation
I	-	To signify increase
M	-	To signify matter relocated without change
N	-	To signify new rate or regulation
R	-	To signify reduction
S	-	To signify reissued matter
T	-	To signify a change in text but no change in rate or regulation
Z	-	To signify a correction

EXPLANATION OF ABBREVIATIONS

ac	-	alternating current
ACNA	-	Access Carrier Name Abbreviation
ACTL	-	Access Carrier Terminal Location (N)
AML	-	Actual Measured Loss
ANI	-	Automatic Number Identification
AP	-	Program Audio
ASR	-	Access Service Request
ATP	-	Access Transport Parameter
AT&T-C	-	AT&T Communications
BAN	-	Billing Account Number
BCLID	-	Bulk Calling Line Information Delivery
BD	-	Business Day
BHMC	-	Busy Hour Minutes of Capacity
BOC	-	Bell Operating Company
BSA	-	BellSouth SWA Basic Serving Arrangement
BSE	-	Basic Service Element
CAROT	-	Centralized Automatic Reporting on Trunks
CCSAC	-	BellSouth SWA Common Channel Signaling Access Capability
CI	-	Channel Interface
CN	-	Charge Number
CO	-	Central Office
COCTX	-	Central Office Centrex
Cont'd	-	Continued
CPE	-	Customer Provided Equipment
CPN	-	Calling Party Number
CSP	-	Carrier Selection Parameter
CSPP	-	Channel Services Payment Plan
Ctx	-	Centrex
DA	-	BellSouth Directory Assistance
DADAS	-	BellSouth Direct Access to Directory Assistance Service
dB	-	decibel
dBm0	-	Decibel (s) Relative to 1 Milliwatt at 0 TLP
dBrnC	-	Decibel Reference Noise C-Message Weighting
dBrnC0	-	Decibel Reference Noise C-Message Weighted 0

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements[1] (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

The Telephone Company will bill according to actual measured minutes of use or messages for all services listed in (1)(c) and (2) following, with the exception of those listed below:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service
- BellSouth Line Information Data Base Service (LIDB)
- Virtual Access Cross Connect Service (T)
- Physical Access Cross Connect Service (N)
- Intra-Office Collocation Cross Connect Service (N)
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunk
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA
- Public Packet Switching Network (PPSN)

Where the Telephone Company receives insufficient call detail to determine the jurisdiction, the Telephone Company will apply the customer's projected PIU factor to apportion the usage between interstate and intrastate. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied. For the purpose of this tariff, where the customer is a Third-Party Provider ("Third-Party Provider") of CCS7 services to its customers ("Third-Party Customers"), the Third-Party Provider will develop its projected PIU factor based upon a weighted average of the PIUs of its Third-Party Customers' end user traffic in accordance with the procedures described below. A Third-Party Provider may elect to have the (M)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material previously appearing on this page now appears on 5th Revised Page 2-12.0.2.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements[1] (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

Telephone Company determine the weighted PIU and in so doing the Third-Party Provider shall name and identify their Third Party Customers. In the event a Third Party Provider does not provide a projected PIU or does not elect to have the Telephone Company determine the PIU, a 50 percent PIU will be utilized for that Third-Party Provider, until such time as the Telephone Company obtains sufficient data to develop the PIU as specified in c. following. (M)

The customer will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the customer computes the PIU it will subtract the developed PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. A PIU of less than 100 percent is not allowed where the interstate service is not also available in the appropriate intrastate access tariff. The projected PIU may include up to two decimals.

The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.

For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer will provide a statewide PIU per service type for the state where the end office is physically located.

(c) When the customer initially orders service(s), as defined in the following, the customer will state in its order the Percent Interstate Usage separately for each, as set forth in (1)(a) and (1)(b) preceding.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements[1] (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SWA 500
- 700 Service Access
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900
- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth CCS7 Access Arrangement
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA[2]
- Virtual Access Cross Connect Service (T)
- Physical Access Cross Connect Service (N)
- Intra-Office Collocation Cross Connect Service (N)
- BellSouth Billing Name and Address
- BellSouth Inward Operator Services
- BellSouth Line Information Data Base Service (LIDB)
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunks
- Public Packet Switching Network (PPSN)
- BellSouth IPTG Terminating Service

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, and BellSouth SWA 900, will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection, Access Tandem Switching, Common Trunk Port service and minute of use based multiplexer rate elements, where applicable.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated BellSouth SWA LSBSA.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements[1] (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel, Channelization Equipment and Switched Virtual and Physical Access Cross Connect Service) will reflect the combination of all traffic types which traverse such facility category. (T) (T)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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ACCESS SERVICE
2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

(1) For BellSouth SWA Dedicated Interoffice Channels, Channelization Equipment and Switched Local Channels, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service Special Access (a.k.a. BellSouth SPA) services other than SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), BellSouth Dedicated Ring, SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), LightGate service (a.k.a. BellSouth SPA Point to Point Network), DS1 (a.k.a. BellSouth SPA DS1) service, BellSouth DS1 Diverse Service, Program Audio (a.k.a. BellSouth SPA Program Audio), DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service and Virtual Access Cross Connect Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. (C) (C) (C)

The credits will apply no more than once per month and the total of all credits, including those provided in other sections of this Tariff, shall not exceed the monthly rate for the service. The monthly charges used to determine the credit shall be as follows:

(a) The monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service:

- For BellSouth SWA Transport: BellSouth SWA Local Channel, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service, BellSouth SWA Dedicated Interoffice Channel, Channelization Equipment (if applicable) and any Optional Features and Functions.
- For Special (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.

(b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with the highest level channelized service for that portion of the service that is inoperative (i.e., a local channel per customer premises, interoffice channel and optional features and functions).

(c) For Special Access (a.k.a. BellSouth SPA) channelized services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the highest level channelized service that is inoperative.

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ACCESS SERVICE
2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(c) (Cont'd)

When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (i.e., the local channel, interoffice channel, central office channel interface(s) and any optional features and functions, including the Basic Channelization System on the facility to the Hub. When the service which rides a channel of the channelized facility is inoperative (assuming the highest level channelized service is still operative) the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the lower level inoperative service from the Hub to a customer premises (i.e., local channels, interoffice channel, central office channel interface(s), and optional features and functions). For channelized service ordered under the Shared Network Arrangement, certain record keeping complexities necessitate that the host subscriber as well as each service user notify BellSouth Telecommunications, Inc. of any service outage in order to receive a credit allowance.

(d) For BellSouth SWA channelized services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of the highest level channelized service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (e.g., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).

(e) For SMARTPath services (a.k.a. BellSouth SPA Shared Ring) and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service (e.g., SMARTPath Area Connection and SMARTPath Area Junction).

(f) For Intra-Office Collocation Cross Connect, Physical Access Cross Connect, and Virtual Access Cross Connect elements specified in Section 13 of this Tariff, the monthly charge shall be that associated with the specific cross connect that is inoperative. (C) (C) (C)

Certain material previously appearing on this page now appears on 3rd Revised Page 2-31.1

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(g) For SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) and BellSouth Managed Shared Ring service, the monthly charge shall be the monthly charges associated with the service (e.g., On-Net or Off-Net). (M)

(2) For Program Audio (a.k.a. BellSouth SPA Program Audio) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) and DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Special Access services (a.k.a. BellSouth SPA), no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:

(a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

(b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

(c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

Certain material now appearing on this page previously appeared on 12th Revised Page 2-31

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee

(A) The Telephone Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in 5.1.1 following. The Service Installation Guarantee is applicable only as specified in 2.4.9(E) following, Sections 6.7.1(D) and 7.4.1(C) of this Tariff and for the Cross Connect elements in Section 13 of this Tariff. (T) (T)

(B) The failure of the Telephone Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 6.7.1.(D), Section 7.4.1.(C), the Connection rate element specified in 28.1.10(A), and Cross Connect elements in Sections 13.3.22, 13.3.23, and 13.3.24 of this Tariff, for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff. (T) (T)

(C) For Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) which is jointly provided by this Telephone Company and one or more other local exchange companies, the Service Installation Guarantee is applicable only for those portions of the Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) within this Telephone Company's serving territory and only if the failure to meet the commitment is the fault of this Telephone Company.

(D) For BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the Service Installation Guarantee is applicable for all channel interface rate elements. BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are excluded from the Service Installation Guarantee. BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.

(E) The Service Installation Guarantee is applicable to DS1 Diverse service Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.

(F) For BellSouth Enterprise DSL service, the Service Installation Guarantee is applicable only for the Connection rate element, and only if the failure to meet the commitment is the fault of this Telephone Company. (M)

Certain material previously appearing on this page now appears on 17th Revised Page 2-49.1

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee (Cont'd)

(G) The Service Installation Guarantee applies for the following Fast Packet Access Services at DS0 and DS1 levels only: BellSouth Exchange Access Frame Relay Service, BellSouth Exchange Access Asynchronous Transfer Mode Service, Managed Shared Frame Relay Service, Managed Shared Asynchronous Transfer Mode Service. (M)

(H) Service Installation Guarantees do not apply:

(1) on Switched (a.k.a. BellSouth SWA) and Special Access (a.k.a. BellSouth SPA) services installations, moves and rearrangement of service with an agreed upon service date interval of four business days or less following the Application Date of the service order and on Digital Subscriber Line services installations, moves and rearrangement of service with an agreed upon service date interval of three business days or less following the Application Date of the service order. The Application Date for Switched (a.k.a. BellSouth SWA) and Special Access (a.k.a. BellSouth SPA) is as specified in 5.1.1(G) following. The Application Date for Digital Subscriber Line services is as specified in 28.1.4(A)(1) following.

(2) on Special Access (a.k.a. BellSouth SPA) and Fast Packet Access service orders for installations, moves and rearrangement of services with service dates that have been advanced from the standard or negotiated service interval as specified in 5.1.1(H) following, or for Digital Subscriber Line Service specified in 28.1 following, or

(3) when failure to meet the Service Date occurs because of:

(a) any act or omission, which shall include an accurate and complete service order, from this customer, any other customer or any third party, or of any other entity providing a portion of a service,

(b) labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control,

(c) unavailability of the customer's facilities and/or equipment,

(4) to service requiring Special Construction as set forth in BellSouth Telecommunications, Inc.'s Tariff F.C.C. No. 2,

(M)

Certain material now appearing on this page previously appeared on 5th Revised Page 2-49.0.19

Certain material previously appearing on this page now appears on 9th Revised Page 2-49.2.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd) (M)

2.4.9 Service Installation Guarantee (Cont'd) (M)

(H) Service Installation Guarantees do not apply: (Cont'd) (M)

(5) to Specialized Service or Arrangements or Individual Case Basis filings, (M) (M)

(6) to BellSouth Virtual Expanded Interconnection service arrangements, as set forth in Section 20 of this Tariff, or (M) (M)

(7) for jointly provisioned services except as stipulated in 2.4.9(C) preceding. (M) (M)

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence. (M) (M) (M) (M)

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX and 950-XXXX.

Certain material now appearing on this page previously appeared on 16th Revised Page 2-49.1

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General

This section sets forth the regulations and orders related to charges for Access Orders for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

An Access Order is an order to provide the customer with BellSouth SWA service, Special Access (a.k.a. BellSouth SPA) Service, Fast Packet Access Services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service, or to provide changes to existing services. An order for BellSouth ADSL service, must be submitted in a manner designated by the Telephone Company, after receipt of an appropriate logon and password that is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website: http://www.bellsouth.com/broadband/dsl_solutions/discover. (C) (C)

The Service Installation Guarantee, as set forth in 2.4.9 preceding, is applicable to specified services offered in this tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA Services. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services. The Service Installation Guarantee is applied on the Cross Connect elements only for Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service. (C) (C)

5.1.1 Ordering Conditions

Ordering Conditions for BellSouth ADSL service are as specified in 5.1.1(J).

(A) A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

(B) The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2.2, 5.2.4, 5.2.6, 5.2.7 and 5.2.14 following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

(M)

Certain material previously appearing on this page now appears on 11th Revised Page 5-1.1

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(C) BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines. (M) (M)

(D) BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA TSBSA 1, BellSouth SWA TSBSA 3 and BellSouth IPTG Terminating service shall be in trunks. (M) (M) (M)

(E) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Standard Time* is the Application Date. The Telephone Company will release an optional initial Pending Order Confirmation, which will include the Telephone Company order number and circuit identification. At the customer's request, when the Telephone Company facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the service date. The service date is the date service is to be made available to the customer and billing will commence.

(F) A Pending Order Confirmation is available for orders for Telephone Company-provided switched access dedicated transport services, where ordered separately from other switched access services, and for Telephone Company-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company.

(M)

*Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

Certain material now appearing on this page previously appeared on 17th Revised Page 5.1

Certain material previously appearing on this page now appears on Original Page 5-1.1.1

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (N)

5.1 General (Cont'd) (N)

5.1.1 Ordering Conditions (Cont'd) (N)

(G) Except for services listed in (H)(1) below, the following charges will apply for the installations, moves or rearrangement of services of Switched and Special Access service orders with an agreed upon service date interval of four business days or less following the Application Date. These charges are in addition to other applicable Switched and Special Access installation, move and rearrangement of service non-recurring charges. These charges will apply except for conversions made at the request of the Customer from a lower to a higher order of service as provided for in Section 2.4.8(A)(4) of this Tariff. The higher order of services are set forth in Section 2.4.8(A)(4)(b)(4) of this Tariff. This charge does not apply to services provided on a Special Services Arrangement or on an Individual Case Basis. In the event the agreed upon Service Date, as set forth above, is not met, these charges will not be applied. (M) (T)

	Rate Per Service Order	USOC	
Per Special Access Service Order	$345.00	SOCSP	(M)
Per Switched Access Service Order	$295.00	SOCSW	(M)

Certain material now appearing on this page previously appeared on 10th Revised Page 5-1.1

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications

(A) The customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is earlier. The Telephone Company will make every effort to accommodate requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, overtime installation charges as stated in Section 13.2.6 may be applicable. All charges for Access Order modifications will apply on a per occurrence basis.

(B) Any increase in the number of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA service lines, trunks, or CCS7 Signaling Connections and CCS7 Signaling Terminations will be treated as a new Access Order (for the increased amount only). (C) (C) (C)

(C) If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) Service order by a customer, these changes will be made without order modification charges being incurred by the customer.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(1) Service Date Change Charge (Cont'd)

(d) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.

(e) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in (1)(c), preceding. The applicable charges are:

Service Date Change Charge	USOC	Charge
Per Order, per Occurrence	OMC	$31.60

Service Date Change-Additional Dispatch Charge	USOC	Charge
Per Occurrence	OMCAD	$150.00

(f) For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch charge will apply. However, a Service Date Change charge will apply for each order.

(g) Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Service Date Change Charges.

(2) Partial Cancellation Charge

Any decrease in the number of ordered BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA or CCS7 Signaling Connections services will be treated as a partial cancellation and the charges as set forth in 5.4(B) following will apply. (C) (C) (C)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(3) Design Change Charge

Except for BellSouth ADSL service, the customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination, type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Basic Serving Arrangement, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. BellSouth ADSL service Virtual Circuits are non-designed and the customer may not request a design change. (C) (C) (C)

Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

Design Change Charge	USOC	Rate Per Order
ALL STATES	H28	$39.93

If a change of service date is required, the Service Date Change Charge as set forth in (1) preceding will also apply.

Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Design Change Charges.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If the customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges/provisions specified in (B) through (D) following will apply, or

- Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) Costs incurred in conjunction with the provision of BellSouth SWA service, Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, or Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in (4)(b) following. Provisions addressing the application of charges for other BellSouth Expanded Interconnection elements are contained in Section 20 of this Tariff. (C) (C)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.

- Plant Test Date (PTD): The date on which overall testing of the service is to be started.

- Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.

- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.

- Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.

- Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date. (M) (M) (M)

- Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available. (M) (M)

- Confirming Design Layout Report Date (CDLRD): The date the Design Layout Report (DLR) is to be confirmed by the customer. (M) (M)

Certain material now appearing on this page previously appeared on 2nd Revised Page 5-18

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(c) The percentage of the total provisioning cost incurred by the Telephone Company at a particular critical date varies by the type of service as shown in (d) following.

(d) When a customer cancels an Access Order, or part of an Access Order, before the service date, the Telephone Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in (e) following for the critical date last completed on the order.*

(e) Cancellation Charge Percentages (M)

TYPE SERVICE/ CRITICAL DATES	AFTER: APP BEFORE: SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD	
SPECIAL ACCESS (a.k.a. BellSouth SPA)												(M)
WATS 100.0 (a.k.a. BellSouth SPA WATS Line)	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6		(M)
VOICE GRADE 100.0 (a.k.a. BellSouth DSO VG)	1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6		(M)
TELEGRAPH GRADE 100.0 (a.k.a. BellSouth SPA Telegraph)	1.6	4.8	8.9	13.6	17.0	22.2	34.7	43.9	56.9	84.6		(M)
METALLIC GRADE 100.0 (a.k.a. BellSouth SPA Metallic)	1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3		(M)

* As set forth in 5.4(B)(2), when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply.

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ACCESS SERVICE

Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages

SPECIAL ACCESS (a.k.a. BellSouth SPA)												
PROGRAM AUDIO (a.k.a. BellSouth Program Audio)	1.4	4.1	5.8	8.3	11.5	16.2	28.0	37.1	49.5	80.5	100.0	
HICAP (a.k.a BellSouth SPA High Capacity)	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	
DIGITAL DATA ACCESS (a.k.a. BellSouth SPA DSO Digital Data)	1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100.0	(T)
Intra-Office Collocation Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(N) (N) (N)
Physical Access Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(N) (N) (N)
Virtual Access Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T) (T) (T)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages (Cont'd)

TYPE SERVICE/ CRITICAL DATES AFTER: / BEFORE:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD —	
BellSouth SWA												
TRUNKS OR LINES	7.0	18.9	23.7	24.9	26.3	35.6	51.4	58.3	69.4	90.3	100.0	
HICAP (a.k.a. BellSouth High Capacity) FACILITIES	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	
Virtual Access Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T) (T) (T)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6.1 Minimum Period Charges

(F) Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the customer. In no event shall the total recurring charge billed to the customer for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

5.7 Shared Use Facilities

Shared use occurs when BellSouth SWA, Special (a.k.a. BellSouth SPA) and BellSouth Expanded Interconnection services are provided over the same high capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility may be ordered either as BellSouth SWA, Special Access (a.k.a. BellSouth SPA) or Virtual Access Cross Connect, Physical Access Cross Connect, or Intra-Office Collocation Cross Connect Service. (C) (C)

Billing will commence for the high capacity (a.k.a. BellSouth SPA High Capacity) facility as soon as the facility is turned over to the customer for use (i.e., on the service date). Such billing will include charges for the Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, Special (a.k.a. BellSouth SPA) Local Channel or BellSouth SWA Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport, if any. Nonrecurring installation charges will also apply at this time. (C) (C)

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ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.1 General (Cont'd)

6.1.7 Ordering Options and Conditions (Cont'd)

For purposes of Section 6, services requested on multiple Access Service Requests (ASRs) placed with the Telephone Company on a given day, for multiple lines to the same end office or multiple trunks on a common trunk group with the same premises interface code, will be treated as one request when the ASRs are related together by the customer.

6.1.8 CCSAC Testing Requirements

When BellSouth SWA FGD or BellSouth SWA TSBSA 3 with the BellSouth SWA CCSAC option is ordered, network compatibility and other operational tests will be Performed cooperatively by the Telephone Company and the customer. These tests are as specified in Technical Publication TR-TSV-000905, and the BellSouth Guidelines to Technical Publication TR-TSV-000905.

6.1.9 BellSouth Cross Connect Service (N)

Terms and conditions and rates for the following BellSouth Cross Connect Services are as set forth in Section 13 of this Tariff: (N) (N)

- Intra-Office Collocation Cross Connect Service (N)
- Physical Access Cross Connect Service (N)
- Virtual Access Cross Connect Service (N)

6.2 Provision and Description of Switched Access Service Arrangements

BellSouth SWA service is provided in ten service categories including four different BellSouth SWA FG arrangements, BellSouth SWA 500 service, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service, BellSouth SWA 900 service, two SWA 8XX Basic Serving Arrangements and BellSouth IPTG Terminating service. The provision of each service category, excluding BellSouth IPTG Terminating service, requires the applicable switched transport component and the appropriate local switching functions. There are also various switched transport component and Local Switching optional features available with the feature groups and BSAs. The switched transport, common switching and switched transport termination optional features are available at all Telephone Company end office switches, unless stated otherwise. In addition, WATS Access Lines (a.k.a. BellSouth SWA WATS Lines), as described in 7.2.3.1 following may be provided at the option of the customer, for use with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA LSBSA, and BellSouth SWA TSBSA originating and terminating. WATS Access Line (a.k.a. BellSouth SWA WATS Line) optional features are available in end offices designated as WATS serving offices and are set forth in 6.3.4 following.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of Switched Access Services. The specifications provided are dependent on the Interface Group ordered. The parameters for the transmission specifications are set forth in 6.4.1 following.

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ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.7 Rate Regulations (Cont'd)

6.7.7 Moves (Cont'd)

(B) Moves To a Different Building (Cont'd)

Moves to a Telephone Company-provided BellSouth Expanded Interconnection service interconnection arrangement, where the customer's and interconnector's existing wire center is the same, will be treated as a service move rather than a discontinuance and start of service. Cross Connect rates, nonrecurring charges, and optional feature and function charges as contained in Section 13 of this Tariff will apply. In addition, service reconfiguration charges are applicable per customer request and per circuit moved as contained in 6.8.8 following. Individual services will not be available simultaneously at both the original premises location and new wire center interconnection space. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company when requested at rates and charges contained in 13.3.5(B) following. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will remain responsible for satisfying all outstanding minimum period charges for the original service locations. (T)

Moves to a different building (customer premises) in the customer's existing serving wire center serving area will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges for the new local channel will apply as well as any optional feature and function charges for that local channel. In addition, service reconfiguration charges are applicable per customer request and circuit moved as contained in 6.8.8 following. Service will not be available simultaneously at both the original and new customer locations. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company at a customer's request at rates and charges contained in Section 13.3.5(B) of this Tariff. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected. (T)

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.1General (Cont'd)

7.1.2 Rate Categories

The following rate categories apply to Special Access (a.k.a. BellSouth SPA) Service:

- Local Channels (described in 7.1.2(A) following)
- Interoffice Channels (described in 7.1.2(B) following)
- Optional Features and Functions (described in 7.1.2(C) following)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate categories
- (described in 7.1.2(D) following)
- SMARTPath Area Connection (described in 7.1.2(E) following)
- SMARTPath Area Junction (described in 7.1.2(E) following)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) rate
- categories (described in 7.1.2(F) following)
- Fast Packet Access Services (as set forth in Section 21 of this Tariff)
- Digital Subscriber Line Access Services (as set forth in Section 28 of this Tariff)
- Optical Transport Access Services (as set forth in Section 29 of this Tariff

(D)
(D)

(A) Local Channel

In general, the Local Channel rate category provides for the communications path between a customer-designated premises and the serving wire center of that premises. Included as part of the Local Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in (C) following. One Local Channel charge will apply per customer-designated premises at which the channel is terminated. This charge will also apply where the customer designated premises and the serving Wire Center are collocated in a Telephone Company building. This charge will also apply where both customer-designated premises are in the same building, or where the service is provided without physically traversing the serving wire center. The charge also applies where the designated premises is served from a wire center other than the one from which the customer would normally obtain dial tone, i.e., an alternate serving wire center, as described in 7.2.9(A) following.

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ACCESS SERVICE

7 - Special Access (a.k.a. Bellsouth SPA) Service (Cont'd) (N)

7.1 General (Cont'd) (N)

7.1.3 Service Configurations (Cont'd) (N)

(E) BellSouth Cross Connect Service (N)

Terms and conditions and rates for the following BellSouth Cross Connect Services are as set forth in Section 13 of this Tariff: (N) (N)

- Intra-Office Collocation Cross Connect Service (N)
- Physical Access Cross Connect Service (N)
- Virtual Access Cross Connect Service (N)

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.5 Moves (Cont'd)

(A) Moves Within the Same Building

When a service is moved to a new location within the same building, the charge for the move will be an amount equal to one-half of the first service installed nonrecurring charge for the service termination affected. When a group of like services is moved to the same location inside a customer premises at the same time, the appropriate charges will be: one-half the first service installed nonrecurring charge for the first service moved of the group; and one-half the additional service installed nonrecurring charge for additional like services of that group. There will be no change in the minimum period requirements.

(B) Moves To a Different Building

Moves to a different building (customer premises) in a wire center serving area different than the customer's existing serving wire center serving area will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Service will not be available simultaneously at both the original and new customer locations. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

Moves to a Telephone Company-provided BellSouth Expanded Interconnection Service interconnection arrangement, where the customer's and interconnector's existing wire center is the same, will be treated as a service move rather than a discontinuance and start of service. Cross Connect rates, nonrecurring charges, and optional feature and function charges as contained in Section 13 of this Tariff will apply. In addition, service reconfiguration charges are applicable per customer request and per circuit moved as contained in 7.5.17 following. Individual services will not be available simultaneously at both the original premises location and new wire center interconnection space. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company when requested at rates and charges contained in Section 13.3.5(B) of this Tariff. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected. (T) (T)

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.9 LightGate Service (a.k.a. BellSouth SPA Point to Point Network (Cont'd)

Customers may request a C-Bit Parity framing format for a DS3 level circuit. If the request is made at the time the circuit is installed, there is no additional charge. When a request for C-Bit Parity framing format is made for an existing circuit, a nonrecurring charge will be applicable for rearranging the framing format on the circuit. This charge will also be applicable if a customer requests that the C-Bit Parity framing format be removed from a circuit. This charge is specified in 7.5.17 following and is applied on a per circuit basis.

LightGate 3 (a.k.a. BellSouth SPA Point to Point Network 12 DS3 Capacity), LightGate 4 (a.k.a. BellSouth SPA Point to Point Network 24 DS3 Capacity), OC-12 (a.k.a. BellSouth SPA Point to Point Network OC-12 Capacity), OC-48 (a.k.a. BellSouth SPA Point to Point Network OC-48 Capacity), and OC-192 (a.k.a. BellSouth SPA Point to Point Network OC-192 Capacity) service local channel systems require both a 28 DS1, STS-1 or OC-3 channel system channel interface and DS1 channel interfaces to derive DS1 channels. When a collocator desires to derive DS1's from a Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, a LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network) local channel system is not required. However the customer is required to pay the charge for the 28 DS1 channel system channel interface in addition to the DS1 central office interfaces. In addition, OC-192 (a.k.a. BellSouth SPA Point to Point Network OC-192 Capacity) service local channel systems require both an OC-3, OC-12 or OC-48 Channel System and DS3 channel interfaces to derive DS3 channels. (C) (C) (C)

DS1, DS3, STS-1, OC-3, OC-12, or OC-48 channels provided by interoffice channel systems must be combined with corresponding channels in local channel systems or may be a stand-alone link when connected with FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration), SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), or voice grade (a.k.a. BellSouth SPA DS0 VG) hubbing applications without associated local channels. Customers must designate, at the time service is ordered, the association of any DS3 or DS1 channels in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) interoffice system with corresponding DS3 or DS1 channels in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel system to form required link configurations. DS1, DS3, STS-1, OC-3, OC-12 or OC-48 channel interfaces are required at each terminating central office location.

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ACCESS SERVICE (N)

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd) (N) (N)

13.3 Miscellaneous Services (Cont'd) (N)

13.3.22 Intra-Office Collocation Cross Connect Service (N)

(A) General Description (N)

(1) Intra-Office Collocation Cross Connect Service provides for a collocator to interconnect its network with that of another collocator at the Telephone Company's premises and to connect its collocated equipment to equipment of another collocated carrier within the same Telephone Company premises pursuant to 47 U.S.C. Section 201 of the Communications Act of 1934, as amended. (N)

(B) Limitations (N)

(1) No representation is made as to the transmission capability of the fiber jumper other than it will consist of a single mode fiber capable of transmitting 1310 nm or 1550 nm wavelengths (N)

(C) Obligations of the Telephone Company (N)

(1) Intra-Office Collocation Cross Connects will be provisioned between a collocator's virtual or physical collocation arrangement and those of another collocated telecommunications carrier within the same central office. (N)

(2) Intra-Office Collocation Cross Connect Service shall be provisioned through facilities owned by the two collocators that are interconnecting their networks or equipment and the Telephone Company's distribution frames or panels. The Telephone Company will provide a jumper between two CFAs provided by the two collocators. (N)

(D) Obligations of the Ordering Collocator (N)

(1) The ordering collocator is responsible for all ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. (N)

(2) The ordering collocator must submit to the Telephone Company written certification that more than ten percent of the amount of traffic to be transmitted through the Intra-Office Collocation Cross Connect Service will be interstate. (N)

(3) The ordering collocator must submit to the Telephone Company a Letter of Authorization (LOA) from the other collocator that includes the appropriate CFA and Access Carrier Terminal Location (ACTL) that the Telephone Company is authorized to use for interconnecting the networks or equipment of the two collocators. (N)

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

****

ACCESS SERVICE (N)

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd) (N) (N)

13.3 Miscellaneous Services (Cont'd) (N)

13.3.22 Intra-Office Collocation Cross Connect Service (Cont'd) (N)

(E) Rate Regulations (N)

(1) Intra-Office Collocation Cross Connect is a flat rate, non-distance sensitive charge and will be applied on a per circuit basis. (N) (N)

(2) Intra-Office Collocation Cross Connect Service is available per circuit on a 2-wire, DS1, DS3, and 2-fiber basis. (N) (N)

(3) Nonrecurring charges are applicable for Intra-Office Collocation Cross Connect Service. (N) (N)

(F) Rates and Charges (N)

	USOC	Monthly Rates	Nonrecurring Charges	
(1) Intra-Office Collocation Cross Connect				(N)
- 2-Wire, per circuit	QCCW2	$0.42	$350.00	(N)
- DS1, per circuit	QCCD1	$8.59	$390.00	(N)
- DS3, per circuit	QCCD3	$90.90	$480.00	(N)
- 2-Fiber, per circuit	QCCF2	$35.70	$495.00	(N)

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****

ACCESS SERVICE (N)

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd) (N) (N)

13.3 Miscellaneous Services (Cont'd) (N)

13.3.23 Physical Access Cross Connect Service (N)

(A) General Description (N)

(1) Physical Access Cross Connects provide a one to one dedicated transmission path between the customer's Special Access (a.k.a. BellSouth SPA) tariff service offerings or transport equipment located in the Telephone Company Central Office and another telecommunications carrier's (collocator's) physical collocation arrangement. (N)

(2) Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point. (N)

(3) Physical Access Cross Connects are flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis. (N)

(4) Physical Access Cross Connects will be ordered on the same ASR as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process. (N)

(5) Nonrecurring charges are applicable for Physical Access Service Cross Connect Service. (N)

(6) The collocator may cross connect at the DS0 level with the following Telephone Company access services: (N)

- Local and Interoffice Channels (described in 7.1.2 of this Tariff) (N)
- Optional Features and Functions (described in 7.1.2(C) of this Tariff) (N)

(7) The collocator may cross connect at the DS1 level with the following Telephone Company access services: (N)

- DS1 local channel or interoffice (N)
- DS1 Basic Channelization System (N)
- FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System (N)
- DS1 Central Office Channel Interface associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring) (N)
- BellSouth SWA Service (N)
- SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) (N)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (N)

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

****

ACCESS SERVICE (N)

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd) (N) (N)

13.3 Miscellaneous Services (Cont'd) (N)

13.3.23 Physical Access Cross Connect Service (Cont'd) (N)

(3) The collocator may cross connect at the DS3 level with the following Telephone Company access services: (N) (N)

- LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel or interoffice channel via a LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS3 Central Office Channel Interface (N) (N) (N) (N)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) via a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Central Office Node DS3 Channel Interface (N) (N) (N)
- 28 DS1 Channelization System (N)
- BellSouth SWA service (N)
- SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) (N) (N)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (N) (N)
- FlexServ Port in a Digital Cross Connect System (N)

(4) The collocator may cross connect at the fiber level with the following Telephone Company access services: (N) (N)

- Optical Transport Access Services (as set forth in Section 29 of this Tariff) (N) (N)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate categories described in 7.1.2(D) of this Tariff (N) (N)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) (N) (N)
- LightGate service (a.k.a. BellSouth SPA Point to Point Network) (N)

(B) Rates and Charges (N)

(1) Physical Access Cross Connect (N)

	USOC	Monthly Rates	Nonrecurring Charges	
2-Wire, per cross connect	PE1P2	$ 0.1566	$ 33.82	(N)
4-Wire, per cross connect	PE1P4	$ 0.3132	$ 67.64	(N)
DS1, per cross connect	PE1P1	$ 2.65	$155.00	(N)
DS3, per cross connect	PE1P3	$27.83	$155.00	(N)
2-Fiber, per cross connect	PE1F2	$10.25	$200.00	(N)
4-Fiber, per cross connect	PE1F4	$20.50	$400.00	(N)

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ACCESS SERVICE (N)

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd) (N) (N)

13.3 Miscellaneous Services (Cont'd) (N)

13.3.24 Virtual Access Cross Connect Service (M)(T)

(A) A monthly recurring charge applies for the Virtual Access Cross Connect element that consists of the cross connect panel, cable racks, bay framework, jumpers and other supporting hardware. (M)(T) (M) (M)

(B) The Virtual Access Cross Connect element is designated as BellSouth SWA or Special Access (a.k.a. BellSouth SPA), depending on the type of service to which it cross connects. (M)(T) (M) (M)

(C) The BellSouth SWA Virtual Access Cross Connect element is subject to the jurisdictional report requirements as set forth in Section 2.3.10 of this Tariff. (M)(T) (M) (M)

(D) Virtual Access Cross Connect Service is flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis. (M)(T) (M) (M)

(E) Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point. (M) (M) (M) (M)

(F) Virtual Access Cross Connects will be ordered on the same ASR as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process. (M)(T) (M) (M)

(G) Nonrecurring charges for the Virtual Access Cross Connect Service are assessed on a "First" and "Additional" basis. (M)(T) (M)

(H) Rates and Charges (M)

	USOC	Monthly Rates	Nonrecurring Charges First	Nonrecurring Charges Additional	
					(M)
(A) Special Access (a.k.a. BellSouth SPA)					(M)
(1) DS1, per cross connect	CNC1X	$7.50	$155.00	$14.00	(M)
(2) DS3, per cross connect	CND3X	$56.25	$151.90	$11.83	(M)
(B) BellSouth SWA					(M)
(1) DS1, per cross connect	CNDS1	$7.50	$155.00	$14.00	(M)
(2) DS3, per cross connect	CNDS3	$56.25	$151.90	$11.83	(M)
(C) Fiber					(M)
(1) 2-Fiber, per cross connect	CNC2F	$ 6.71	$ 41.94	$30.50	(M)
(2) 4-Fiber, per cross connect	CNC4F	$ 6.71	$ 64.53	$39.80	(M)

Material now appearing on this page previously appeared on 5th Revised Page 20-13, 3rd Revised Page 20-14 and 4th Revised Page 20-17.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

****

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(C) Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

(D) Cross-Connects

The Telephone Company's rate regulations associated with establishing and maintaining Cross Connects are as set forth in Section 13 of this Tariff. (T) (T)

(E) Floor Space

Floor Space consists of two monthly recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the BellSouth Virtual Expanded Interconnection arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power.

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement.

(F) Security Escort

A security escort is provided to a collocator whenever the collocator, or approved agent, desires access to the entrance manhole or to inspect the collocator-provided/Telephone Company leased terminal transmission equipment.

Charges for a security escort are assessed in half-hour increments as either Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.
****

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(G) Training

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is identical to that already in use in the Telephone Company location:

No Training Charges Are Applicable

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is not identical to that already in use in the Telephone Company location:

Charges as set forth in 20.4.1(F) as applicable.

20.1.14.2 Access Service Elements

(A) The access service elements, as set forth in Section 3, Carrier Common Line Access Service; Section 6, BellSouth SWA service; Section 9, BellSouth Directory Assistance; Section 16, Telecommunications Relay Service Transport; Section 18, Operator Service; and Section 19, BellSouth Line Information Data Base service, ordered and/or working in association with Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the BellSouth Virtual Expanded Interconnection customer request and/or agrees to be responsible for all charges.

(B) For BellSouth SWA service line or trunk activation charges, see Section 6.8.1(E) of this Tariff.

20.2 Reserved For Future Use

20.3 Reserved For Future Use (T)

(M)

Certain material previously appearing on this page now appears on Original Page 13-76.18.

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ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

(M)

Material previously appearing on this page now appears on Original Page 13-76.18.

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****

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.4 Rates and Charges (Cont'd)

20.4.1 BellSouth Virtual Expanded Interconnection Service (Cont'd)

	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(F) Security Escort			
-Basic Time, normally scheduled work hours	SPTBX	$41.00	$25.00
-Overtime, outside of normally scheduled working hours on a scheduled work day	SPTOX	$48.00	$30.00
-Premium Time, outside of scheduled work day	SPTPX	$55.00	$35.00

(M)

Certain material previously appearing on this page now appears on Original Page 13-76.18.

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EXHIBIT NO. 53

DOCKET NO.: 030851-TP

WITNESS:

PARTY: AT&T Responses to Staff's Discovery Requests – Stipulated Exhibit

DESCRIPTION:

1. **AT&T's Responses to Staff's Data Request dated 12/3/03.**
2. **AT&T's Responses to Staff's 1st Set of Interrogaties (Nos. 1-7) and 1st Request for Production of Documents (Nos. 1-8) to AT&T dated 12/11/03.**
3. **AT&T's Responses to Staff's 2nd Set of Interrogatories (Nos. 8-11) and 2nd Request for Documents (No. 9) to AT&T dated 12/29/03.**
3. **AT&T's Responses to Staff's 3rd Set of Interrogatories (Nos. 12-18) to AT&T dated 1/8/04.**
4. **AT&T's Supplemental Responses to Staff's 2nd Set of Interrogatories (Nos. 8-11) dated 1/16/04.**
5. **AT&T's Responses to Staff's 4th Set of Interrogatories (Nos. 19-25) to AT&T dated 2/4/04.**
6. **AT&T's Responses to Staff's 5th Set of Interrogatories (Nos. 26-35) and 3rd Request for Production of Documents (Nos. 10-24) dated 2/17/04.**
7. **AT&T's Supplemental Responses to Staff's 3rd Request for Production of Documents (Nos. 10-24) dated 2/20/04.**

PROFFERING PARTY: AT&T

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 030851-TP EXHIBIT NO. 53
COMPANY/ AT+T's Public Response
WITNESS. ~~to~~ Staff
DATE 02/24-27/04

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 3, 2003

BY HAND DELIVERY
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: AT&T and TCG Response to Staff Information Request

Dear Ms. Bayó:

Enclosed please find the Responses of AT&T Communications of the Southern States, LLC and TCG South Florida, Inc. (collectively "AT&T") to the Staff's Information Request regarding the ongoing TRO proceedings being address by the Commission.

Portions of AT&T's Responses are proprietary and confidential business information and are being filed with the Commission in accordance with Rule 25-22.006(5), Florida Administrative Code. Accordingly, please find attached one copy of the confidential information with the confidential information highlighted and two redacted copies as required by Rule 25-22.006(5). A redacted copy of the filing has been provided to the Staff. If you have any questions, please do not hesitate to contact me at (850) 425-6360.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure

AT&T'S RESPONSES TO FPSC STAFF'S DATA REQUEST
REDACTED VERSION
DECEMBER 3, 2003

I

Attachment 1 provides AT&T's responses to the **"general_questions"** sheet.

II

Regarding the "switching_questions": AT&T provides Attachments 2, 3, 4, 5 and, 6 which provide information responsive to the Staff's request. The following table shows which columns of the Staff's spreadsheet are responded to by AT&T's attachments, which columns are not responded to but to which AT&T is able to provide a "global" response (one that applies to each of AT&T's responses), and columns for which AT&T is not providing a response because our reporting systems lack the capability to provide the specific data requested.

Columns Responded To	Columns to Which a Global Response Applies	Columns to Which AT&T is Unable to Respond
A		
B	C thru I (All AT&T local switches identified in Attachment x, perform End Office and Tandem Office Functions. All AT&T switches identified in Attachment y, perform toll functions and terminating local functions for the ADL customers.)	L
J (At switch and collocation levels)	AC (The AT&T switches identified in Attachment y perform toll (class 4) functions and the limited local (class 5) function of terminating call for the ADL customers.)	M
K (At switch level only)		N
T		O
U		P
V		Q
Z		R
AA		S
AB		AD

Attachments 2 and 3 provide information on two categories of switches used (and owned) by AT&T. The first category consists of "Class 5" switches.

The second category consists of switches used (and owned) by AT&T to provide AT&T Digital Link Service ("ADL") to enterprise using "Class 4" and "Class 5 edge" long-distance switches. ADL is not a stand-alone local product but rather one that allows large enterprise AT&T long distance customers to add local voice traffic to their dedicated facilities that handle voice and data transmission. This permits customers to maximize efficiency by using the same trunks for local, intraLATA, long distance and international calls. Customers that subscribe to ADL service use a DS1 or higher level facility and must also employ sophisticated customer premises equipment on their premises. The switches are not capable of providing service to mass market customers because they do not have the necessary connectivity (i.e., line-side analog ports), functionality (e.g., vertical features like call waiting and call forwarding), and network interconnection, including connection to Public Safety Answering Points. AT&T does not use unbundled network elements to provide ADL service.

The ADL capable (enterprise) switches identified in Attachment 3 are identified by their toll switch CLLI codes, which end in a "T". In the LERG these same switches appear using a psuedo CLLI code ending in "DS_" because the LERG will not accept the "T" code for a switch identified as having "end office functions" and having a "LRN".

The "Class 5 edge" long distance switches are either Lucent 5ESS or Nortel DMS switches. Both of these switch types are common in ILEC local networks. However, the switches used in the ILEC network to provide local services and the edge long distance switches in AT&T's network perform totally different functions.

Converting the edge switches to provide local services would require extensive hardware modifications, software modifications, and E911 Connectivity, as well as supporting OSS modifications and connectivity. As a practical matter, the modifications required preclude conversion of these switches.

For Example: The 5ESS and DMS would need to be completely rebuilt/retrofitted to support local services. Only the basic 5ESS and DMS platform (equipment racks, containers/cabinets, and some switch modules) could be reused. Modifications would include, but not limited to the following:

- OSS modifications (including loading of databases) and Connectivity to support Fault, Configuration, Account, Performance, and Security (FCAPS) Management, and other Operations, Administration, Maintenance, and Provisioning (OAM&P) processes (e.g., LIDB and ISCP).
- Software and Switch Memory Upgrades (and additional RTU Licenses) to support the Vertical Features required to provide local service.
- Line Side Peripheral Hardware Upgrades to support local services.

- E911 Connectivity and Support.
- AIN support (software and connectivity) to support IN Triggers.
- Announcement System (Hardware, Software, and Transport Facilities).
- 105 Test Line Responder Units (Hardware & Software)
- Test Buss Control Unit (TBCU) to support MLT type loop testing functions (Hardware)
- Additional Facilities and Interfaces (Hardware) required for DCS and SONET Connectivity to the Network.
- Building of ODD (Office Dependent Data) which is unique to each switch and relates to translations (lines) and parameters (equipment) which consists of information related to switch owner (line, trunk, routing, charging, equal access, BRCS) and/or the office equipment (quantity, configuration, equipage). This makes up the office database.

Attachments 4 and 5 provide information on wire centers where AT&T has collocations equipped to serve DS0 loops (Attachment 3) and wire centers where AT&T's collocations are equipped only to serve high-capacity (enterprise customer) loops (Attachment 5).

Attachment 6 provides the association between AT&T's local switches (Attachment 2) and DS0 equipped wire centers (Attachment 4). Two switches identified in Attachment 2 and 6 (lines 1 and 6 on Attachment 2) are used only to provide service to Comcast, but do not represent the provisioning by AT&T of wholesale switching.

XXX Begin Confidential - Subject to Protective Agreement -
x x x
. End Confidential - Subject To Protective Order XXX.

III

Regarding the "remote_switch" sheet: AT&T does not use host-remote switching and has no data to report.

IV

Regarding the "transport_questions": AT&T is neither a self-provider nor wholesaler of transport as defined in the TRO and has no data to report.

V

Regarding the "loop_questions": AT&T is a self-provider of DS3 loops, but not a wholesaler. AT&T provides Attachment 7 which provides information responsive to the Staff's request. The following table shows which applicable columns of the Staff's spreadsheet are responded to by AT&T's attachment, which columns are not responded

to but to which AT&T is able to provide a "global" response (one that applies to each of AT&T's responses), and columns for which AT&T is not providing a response because our reporting systems lack the capability to provide the specific data requested.

Columns Responded To	Columns to Which a Global Response Applies	Columns to Which AT&T is Unable to Respond
A	Y (All customer locations are served from a fiber ring configuration.)	AA
B		
C		
D		
E		
Z		
AB		
AC		
AD		

	A	B	C	D	E
1	Please enter the information requested below in column B in reference to your company				
2	FPSC CODE	TA062 TA032	The FPSC code should be on the address label used to send the paper copies of this data request to you.		
3					
4	Company Name, as it appears on your provider's certificate	AT&T Communications of the Southern States, LLC d/b/a AT&T	Use the company name that appears on the address label, as well.		
5		TCG South Florida			
6					
7	OCN from LERG	7421 -- AT&T Local			
8		7125 -- Teleport Communications Group			
9		7934 -- AT&T - Local - FL			
10		8300 -- TCG South Florida			
11					
12	OCN Name from LERG	See above			
13					
14	Category (CLEC, ILEC, WIRELESS)	CLEC			
15					
16	AOCN from LERG (administrative)	7125 -- Teleport Communications Group	Continue with additional affiliations or DBA Names down the columns --->		
17		7934 -- AT&T - Local - FL			
18		8300 -- TCG South Florida			
19					
20	FLPSC code for Affiliations	N/A			
21					
22	DBA Names	AT&T			
23					
24	If you do not provide service or are providing service only via resale in Florida, please enter "No Service" and return this information.	N/A			
25					
26					
27					
28	Error: Please enter No Service or leave the last question blank. Thank you.				

	A&T Local Switches in Florida											
				Switch Address							V and H Coordinates	
	Switch	Market	Switch CLLI	Street	City	State	Switch Class	Switch Man.	Installed T1 Capacity	% Utilization	V	H
1	Jacksonville	Jacksonville				FL		Lucent			07658	01262
2	Jacksonville	Jacksonville				FL		Nortel			07613	01245
3	Miami-1	Miami				FL		Lucent			08328	00538
4	Miami-2	Miami				FL		Lucent			08283	00569
5	Miami-3	Miami				FL		Nortel			08309	00541
6	Pompano Beach	Miami (Pompano Beach)				FL		Lucent			08255	00569
7	Orlando	Orlando				FL		Lucent			07942	01004
8	Tampa	Tampa				FL		Lucent			08171	01166

Switch ADL-Capable	Switch CLLI	City	State	Switch Class	Switch Man.	Assigned T1 Capacity	Equipped T1 Capacity
Yes			FL		Lucent		
Yes			FL		Nortel		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Nortel		
Yes			FL		Lucent		
Yes			FL		Lucent		
Yes			FL		Lucent		

AT&T REDACTED

	CLLI	LEC	ADDRESS	STATE	Mass Mkt & Enterprise Central Office Name	City	ZIP	MSA
1		Sprint		FL		WINTERPARK	32701	Orlando
2		Bell South		FL		BOCA RATON	33487	West Palm Beach-Boca Raton
3		Bell South		FL		BOCA RATON	33432	West Palm Beach-Boca Raton
4		GTE		FL		TAMPA	33609	Tampa-St. Petersburg-Clearwater
5		Bell South		FL		DEERFLDBCH	33441	Fort Lauderdale
6		Bell South		FL		FTLAUDERDL	33334	Fort Lauderdale
7		Bell South		FL		FTLAUDERDL	33324	Fort Lauderdale
8		Bell South		FL		FTLAUDERDL	33301	Fort Lauderdale
9		Bell South		FL		FTLAUDERDL	33313	Fort Lauderdale
10		Bell South		FL		FTLAUDERDL	33317	Fort Lauderdale
11		Bell South		FL		FTLAUDERDL	33020	Fort Lauderdale
12		Bell South		FL		FTLAUDERDL	33025	Fort Lauderdale
13		Bell South		FL		HOLLYWOOD	33023	Fort Lauderdale
14		Bell South		FL		JACKSONVL	32202	Jacksonville
15		Bell South		FL		JACKSONVL	32217	Jacksonville
16		Bell South		FL		MIAMI	33134	Miami
17		Bell South		FL		MIAMI	33166	Miami
18		Bell South		FL		MIAMI	33165	Miami
19		Bell South		FL		MIAMI	33128	Miami
20		Bell South		FL		MIAMI	33012	Miami
21		Bell South		FL		MIAMI	33166	Miami
22		Bell South		FL		MIAMI	33172	Miami
23		Bell South		FL		MIAMI	33143	Miami
24		Bell South		FL		MIAMI	33144	Miami
25		Bell South		FL		ORLANDO	32822	Orlando
26		Bell South		FL		ORLANDO	32809	Orlando
27		Bell South		FL		ORLANDO	32808	Orlando
28		Bell South		FL		ORLANDO	32809	Orlando
29		Bell South		FL		POMPANOBCH	33060	Fort Lauderdale
30		Bell South		FL		POMPANOBCH	33063	Fort Lauderdale
31		Bell South		FL		SANFORD	32771	Orlando
32		GTE		FL		STPETERSBG	33701	Tampa-St. Petersburg-Clearwater
33		GTE		FL		TAMPA	33615	Tampa-St. Petersburg-Clearwater
34		GTE		FL		TAMPA	33602	Tampa-St. Petersburg-Clearwater
35		Sprint		FL		WINTERPARK	32789	Orlando
36		Bell South		FL		W PALM BCH	33401	West Palm Beach-Boca Raton
37		Bell South		FL		W PALM BCH	33417	West Palm Beach-Boca Raton
38		GTE		FL		TAMPA	33607	Tampa-St. Petersburg-Clearwater

	CLLI	LEC	ADDRESS	STATE	Enterprise Only Central Office Name	City	ZIP	MSA
1		Bell South		FL		DAYTONABCH	32114	Daytona Beach
2		Bell South		FL		GAINESVL	32601	Gainesville
3		Bell South		FL		JACKSONVL	32207	Jacksonville
4		Bell South		FL		NORTH DADE	33180	Miami
5		Sprint		FL		OCALA	34471	Ocala
6		Bell South		FL		ORLANDO	32801	Orlando
7		Bell South		FL		PENSACOLA	32501	Pensacola
8		GTE		FL		SARASOTA	34236	Sarasota-Bradenton
9		GTE		FL		TAMPA	33602	Tampa-St. Petersburg-Clearwater
10		GTE		FL		TAMPA	33619	Tampa-St. Petersburg-Clearwater

AT&T's Local Switches

	Switch Name	Market	Switch CIII	Street Address	City	State	Switch Type	Manufacturer	Installed T1 Capacity	% Utilization
M1	Jacksonville Jacksonville	Jacksonville Jacksonville			Jacksonville Jacksonville	FL FL		Lucent Northern Telecom		
	Miami-1 Miami-3	Miami Miami			North Miami Ojus	FL FL		Lucent Northern Telecom		
	Miami-2	Miami			Ft. Lauderdale	FL		Lucent		
M1	Pompano Beach	Miami (Pompano Beach)			Pompano	FL		Lucent	(Dedicated to MediaOne	

AT&T REDACTED

Orlando	Orlando			Orlando	FL		Lucent		
Tampa	Tampa			Tampa	FL		Lucent		

AT&T's On-Net and Off-Net Collocation Cages, by Switch

CLLI	CLLI 3	Address		State	V&H Coordinates			# of OC48s	DLC Capacity Installed
		Street	CO Name		V	H			
				FL	764800	127600	On-Net		
				FL	764800	127600	On-Net		
				FL	765200	127200	On-Net		
				FL	765200	127200	On-Net		
				FL	765800	126200	Off-net		
				FL	836200	53600	On-Net		
				FL	836200	53600	On-Net		
				FL	835100	52800	On-Net		
				FL	835100	52800	On-Net		
				FL	834300	55900	On-Net		
				FL	835200	54800	On-Net		
				FL	836100	55700	On-Net		
				FL	835400	54600	Off-net		
				FL	837400	55200	Off-net		
				FL	837200	53700	Off-net		
				FL	836400	54500	Off-net		
				FL	831300	54000	Off-net		
				FL	822500	58200	On-Net		
				FL	822500	58200	On-Net		
				FL	823400	57300	On-Net		
				FL	826700	56400	On-Net		
				FL	826700	56400	On-Net		
				FL	826700	56400	On-Net		
				FL	829600	58100	On-Net		
				FL	828100	55800	On-Net		
				FL	828100	55800	On-Net		
				FL	828000	57300	On-Net		
				FL	828800	56800	On-Net		
				FL	828800	56800	On-Net		
				FL	830100	54600	On-Net		
				FL	830100	54600	On-Net		
				FL	825400	56500	On-Net		
				FL	826400	58000	On-Net		
				FL	816200	60800	On-Net		
				FL	816200	60800	On-Net		
				FL	817100	61800	On-Net		
				FL	817100	61800	On-Net		
				FL	822500	58200	Off-Net		
				FL	823400	57300	Off-Net		
				FL	824200	57200	Off-Net		
				FL	831600	56700	Off-Net		
				FL	831000	55700	Off-Net		

Customers--no LNS fiber into South Florida)

AT&T REDACTED

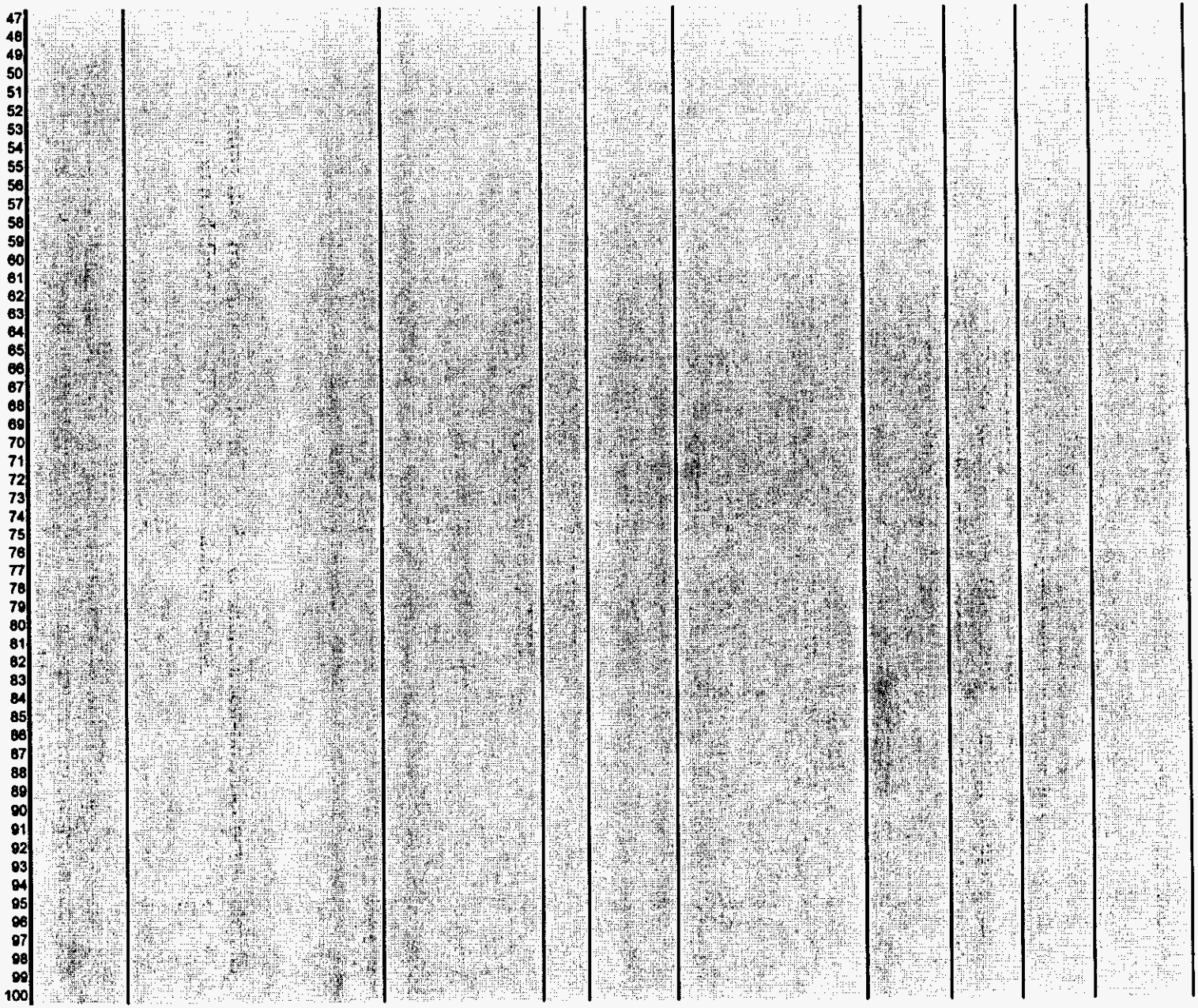
				FL	792900	104300	On-Net			
				FL	795400	103200	On-Net			
				FL	795400	103200	On-Net			
				FL	796800	102200	On-Net			
				FL	796900	101800	On-Net			
				FL	794200	103400	On-Net			
				FL	794600	101600	Off-Net			
				FL	795500	104800	Off-Net			
				FL	789500	104400	Off-Net			
				FL	818000	115700	On-Net			
				FL	820200	120300	On-Net			
				FL	817400	117000	On-Net			
				FL	817200	114700	On-Net			
				FL	816000	113500	On-Net			
				FL	817200	114700	On-Net			
				FL	817500	115600	On-Net			
				FL	820600	118900	Off-Net			
				FL	822500	115900	Off-Net			
				FL	817400	117000	Off-Net			

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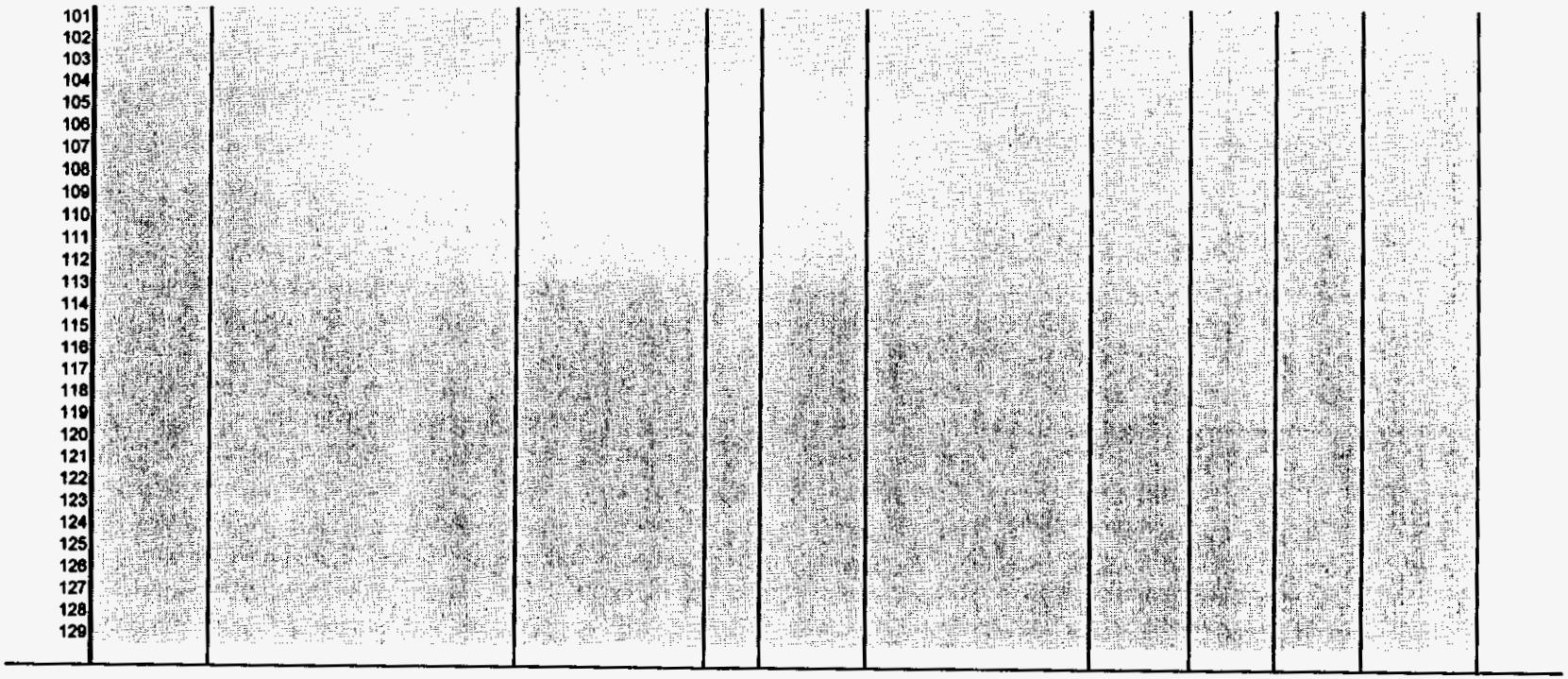
AT&T Confidential and Proprietary Information

	Building CLLI	Address	City	State	Zip Code	Additional Capacity Available to Provision	Reporting Company Name	Facility wholly owned	Dark fiber IRU from BST	Can serve all at location
1										
2										
3										
4										
5										
6										
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AT&T REDACTED



AT&T REDACTED



AT&T REDACTED

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 11, 2003

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

FPSC
03 DEC 12 AM 10:23
COMMISSION
CLERK

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T's Response to Staff's 1st Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T's Response to Staff's 1st Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of attachment No. 4a to AT&T's Response to Staff's 1st Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 11, 2003

DEC 12 AM 10:23
COMMISSION
CLERK

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Responses to Staff's First Set of Interrogatories and First Request for Production of Documents to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 11, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-7)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's First Set of Interrogatories (Nos. 1-7), which were legally propounded by Staff on November 21, 2003, was sent via overnight delivery and electronic mail (ateitzma@psc.state.fl.us) on December 11, 2003, to Adam Teitzman, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on December 11, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 11, 2003.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 11, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 1-8)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's First Requests for Production of Documents (Nos. 1-8), which were legally propounded by Staff on November 21, 2003, was sent via overnight delivery and electronic mail (ateitzma@psc.state.fl.us) on December 11, 2003, to Adam Teitzman, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on December 11, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 11, 2003.

Tracy Hatch/las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail or as indicated this 11th day of December 2003, to the following parties of record:

Adam Teitzman Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. * Mr. Richard Chapkis 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Washington, DC 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com
Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 224-4359	MCI WorldCom Communications, Inc.(GA) * De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com

Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. * Jake E. Jennings Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 11, 2003

AT&T'S RESPONSES TO STAFF'S FISRT SET OF INTERROGATORIES (NOS. 1-7)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 1, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") First Set of Interrogatories to AT&T Communications of the Southern States, LLC, served on November 21, 2003, as follows:

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 1: Please describe the mechanism that you believe could be used to determine if a given current hot cut process does or does not give rise to impairment in a given market.

Response: AT&T assumes this question is intended to address operational impairment, and provides its answer accordingly. The FCC's direction for operational impairment should be used. In paragraph 512 of the TRO the FCC directed the state commissions to determine "whether the incumbent LECs are providing non-discriminatory access to unbundled loops." This sentence references footnote 1574, which states "This review is necessary to ensure that customer loops can be transferred from the incumbent LEC main distribution frame to a competitive LEC collocation as **promptly and efficiently** as incumbent LECs can transfer customers using unbundled local circuit switching." Therefore, the comparison must **at least** be whether the ILEC can move customers served by UNE-L at the same volumes and performance levels as UNE-P. This is entirely logical, since CLECs would be forced to abandon UNE-P and substitute UNE-L if they are denied access to unbundled local switching.

Response provided by: Mark Van de Water and Cheryl Bursh

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 2: Please describe what operational issues you have encountered with Florida ILECs regarding loop migrations that you believe should be considered in evaluating a mass market batch hot cut process. Please list each issue by ILEC and describe its relative importance in the hot cut process.

Response: AT&T has had minimal loop migration experience with Verizon in Florida and none with Sprint. However, many of AT&T's concerns with the hot cuts are inherent to the process due to its manual characteristics, and are not unique to BellSouth. (And although AT&T is addressing operational concerns in its response, the cumbersome and manual nature of these operational issues drives economic impairment as well)

AT&T will focus on its experience with BellSouth, and the operational concerns that led it to virtually abandon acquiring customers through hot cuts.

Flow-through	As this Commission is aware, AT&T has been and remains very concerned about flow through due to the errors and delays introduced by manual handling. This problem is especially unacceptable in a mass market scenario due to the volumes of orders that will need to be processed. It drives reject and FOC response intervals from 1-3 hours to 10 business hours, which permits next day return, potentially affecting the requested due date. Current flow-through for loops is very poor, and well below UNE-P rates. Further, it is unclear how the batch process will affect flow-through.
Reject and FOC intervals	Due to the poor flow-through, as a percentage of orders submitted, many more rejections and FOCs for loop orders are

	partially mechanized than UNE-P orders, which leads to longer response intervals. Absolute performance in this area is also inferior for loops when compared to UNE-P. Timely firm order confirmations are essential to communicate when the order is to be provisioned so that number porting activities can began and service migration can be confirmed with the customer. Late firm order confirmations also cause the customer's order to be delayed past the times originally requested by the customer.
Provisioning delays	Not only are the standard completion intervals longer for UNE-L than UNE-P, there are more instances of jeopardies and other forms of provisioning delays for UNE-L than UNE-P.
Provisioning complexities such as IDLC, line-splitting, and CLEC-to-CLEC migrations	Unlike UNE-P that can be provisioned on IDLC and in unmanned central offices without dispatching a technician to the "field", UNE-L migrations cannot. This is inefficient, adding to the cost of provisioning, greater potential for errors. BellSouth also does not commit to starting the cut within 15 minutes of the scheduled time for IDLC, but instead requires a four-hour window, which makes scheduling their own activities more difficult for the end-user and the CLEC.
Inadequate notifications	BellSouth's manual practices require its personnel to call the CLEC at the completion of the cut for coordinated conversions. AT&T experience was that BellSouth failed to notify it consistently and timely that the customer loops had been transferred to AT&T. Such performance requires AT&T personnel to follow-up with BellSouth and precludes AT&T from porting the number, preventing the end-user from receiving incoming calls. This problem was exacerbated, AT&T believes, by the lack of performance measurement in this area.
Service Outages	Examples include erroneous disconnection of end-user's lines, and lengthy service outages during the conversion process. Currently, the FPSC allows BellSouth to keep a hot cut customer out of service for 5 hours, and monitors but places no standard on how frequently this can occur. In contrast, these problems have not even occurred with sufficient frequency to cause CLECs to ask for these areas to be measured for UNE-P
Capacity Constraints	During the negotiations between AT&T and BellSouth for bulk hot cut process AT&T asked for a commitment on number of lines to be cut-over per day. BellSouth refused to agree. BellSouth's refusal, coupled with the exponential increase in hot cuts that would be required of the manual hot cut process if switching were eliminated as a UNE, cause AT&T to believe that BellSouth is incapable of handling mass

	market volumes.
Difficulties using a "third party's" collocation facilities	BellSouth's policies, practices, and systems minimally cause manual work-arounds and unnecessary costs, and may prevent a CLEC from ordering a loop and having that loop delivered to another entity's cage.

These and other operational issues are discussed in more detail in the direct testimony of Mark Van de Water filed in this docket on December 4, 2003.

Response provided by: Mark Van de Water

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 3: Please identify the specific sub-processes that you believe should be employed to perform a batch cut. Describe each sub-process, the time required for each and why it is necessary to the batch cut process.

Response: Following are high level activities AT&T recommends to be included in a manual batch process ordered by the FPSC. These do not reflect the standard set of activities that are already performed but instead focus on new or changed activities. (For reasons described in its testimony, AT&T does not believe this process will cure impairment, but will provide an improved process for those cases in which using a batch process is feasible). AT&T does not have the information necessary to accurately determine the times necessary for each, and in its testimony has recommended that an independent third party be involved in provisioning time and motion studies. Further, if certain processes were automated, manpower times would decrease. AT&T's batch process proposal assumes the CLEC has first acquired the end-user using UNE-P prior to transferring the customers to a non-ILEC switch.

- The CLEC will create a batch list for implementation and provide to the ILEC.

- The ILEC then performs any necessary pre-work to make the lines ready for inclusion in a batch, e.g. IDLC, line-splitting, etc. No service configurations are excluded from the batch process. (If the end-user was provisioned on another CLEC's switch, the end-user must be migrated to UNE-P before being batched over requesting CLEC).

- The ILEC should then electronically provide a specific batch of telephone numbers to a CLEC when the conditions for a batch have been met.

- After receiving the notification from the ILEC that the conditions for a batch cut are met, the CLEC should be able to select a cut-over date and time for the batch to be provisioned.

- Once the duc date and time have been obtained, the CLEC

will submit the LSRs electronically.

- The ILEC will provide real-time electronic notification for order status, testing status, and individual loop cut completion. (Due to the pre-work conducted by the ILEC, AT&T would expect few, if any, jeopardies.)

- There must be a self-executing process to immediately switch customers back to UNE-P if an individual cut fails, with follow-up electronic communication from the ILEC to the CLEC indicating the cause of the failure, how the ILEC will remedy the failure and when the customer can be migrated to an unbundled loop.

Response provided by: Mark Van de Water

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 4:

(a) Please identify the number of hot cuts performed on your behalf for each month in 2001, 2002, and 2003 year-to-date.

(b) Please identify the projected number of needed hot cuts per month you will require for each of the years 2003, 2004 and 2005.

Response:

(a) See Attachment 4a for information responsive to this request.

(b) Assuming the continued availability of UNE-P (and without the details of the batch process to be approved by the Commission), AT&T projects no greater than 2003 volumes. If circumstances change, forecasts would have to be reevaluated in light of the specifics of those changed circumstances.

Response provided by: Sharon Norris

REQUEST:	Staff's First Set of Interrogatories
DATED:	November 21, 2003
Interrogatory 5:	What volume of loops do you believe should constitute a batch?
Response:	If batches are provided as a voluntary option for use by CLECs (as recommended by AT&T in its direct testimony), AT&T believes that batches of 50 to 100 lines per batch (provisioned in one continuous session) should generally be sufficient, with the ability to negotiate for a larger amount as needed.
	Response provided by: Mark Van de Water

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 6:

(a) Is there a need to revise, augment or amend any of the performance assessment metrics ordered in Dockets Nos. 000121A, 000121B or 000121C to account for current and prospective hot cut and batch cut monitoring purposes?

(b) If the response to (a) is affirmative, please identify what revisions, augments or amendments should be made to the performance assessment metrics ordered in Docket Nos. 000121A, 000121B or 000121C.

(c) If the response to (a) is negative, please explain how the existing performance assessment metrics are adequate to account for current and prospective hot cut and batch cut monitoring purposes.

(d) To the extent not provided in response to (b), please describe to what extent existing ILEC Performance Assessment Plans results should be used to evaluate any potential mass market batch cut process.

Response:

(a) Yes.

(b) The following principles should apply to BellSouth and Verizon. AT&T requires no changes to Sprint at this time as it is not challenging the finding of impairment made by the FCC.

- Batch cut and other associated loop performance standards should be equivalent to performance for migrating a customer from retail to UNE-P.

- Key performance measurement factors must be in place:

    - Continue to measure at the most granular level feasible for each activity (FOC, rejection, missed appointment, cuts on time, service outage, etc.)
    - Create new measures for key activities unique to batch process, e.g. per centage of batches started on time and completed on time.
    - Eliminate current exclusions in performance measures for projects/batches
    - Create, if not currently in place, measures for %

service outages during conversion, and average recovery time of outages

- Revise/establish benchmarks to drive performance that protects end-users

Self-executing financial consequences must be in place for ILEC failures to meet required performance standards. For all conversion service outages, these consequences should be commensurate with the average net revenue times the average life of the customer.

See Attachment 6b for additional information on BellSouth metrics.

(c) N/A

(d) None

REQUEST: Staff's First Set of Interrogatories

DATED: November 21, 2003

Interrogatory 7:

(a) Please identify any telecommunications equipment commercially available that can be set up to transfer UNE-Ls from ILEC switches to a non-ILEC switches, and the manufacturer(s) of such equipment.

(b) If such equipment exists, what level of initial demand and subsequent churn for mass market UNE-Ls is it capable of handling after the initial set up?

(c) Does this equipment rely on a process that requires manual intervention?

(d) If the response to (c) is affirmative, please describe the extent of manual intervention required, compared to that in the ILECs' current processes.

(e) If the response to (c) is negative, please describe how this equipment avoids manual intervention.

Response:

(a) Equipment and technology exist today to automate the migration of end-user loops from one carrier to another. The automation of loop migration is generally referred to as Electronic Loop Provisioning (ELP). ELP typically refers to the elimination of the manual cross-connect functionality of the incumbent LEC's Main Distribution Frame (MDF). Under ELP, loop migrations from one LEC to another are achieved electronically, eliminating the labor intensive, manual manipulation of wiring or equipment by a network technician. ELP can be achieved through the introduction of additional equipment into the ILEC network.

One way of achieving ELP in the local network is to deploy electronics that digitize and packetize end-user communications traffic.[1] This method of achieving ELP in the local network is referred to as ELP via a "true" NGDLC (tNGDLC) architecture.

[1] Other means for achieving electronic loop provisioning functionality that have been proposed by other parties include GR-303 unbundling and the use of automated cross-connect equipment.

ELP via a tNGDLC architecture upgrades the legacy local network so that it can digitize and packetize end-user voice and data communications traffic. As a result, the relationship between the end-user and the local service provider relationship is transformed from one that is "hard-wired" to one that is "software-defined". This process, by which migrations are effectively processed through software commands would eliminate the manual work that is required today at the MDF each and every time a customer seeks to migrate from one switch-based carrier to another. Functionally, local migrations become more analogous to the customer migration environment that exists in today's long-distance market.

Importantly, if deployed and implemented correctly, ELP via a tNGDLC architecture will also address many of the other practical and economic factors that have impeded facilities-based entry for mass-market customers via UNE-L. For example, in addition to eliminating the need for today's hot-cut process, AT&T's proposed solution would reduce the need for costly collocation and transmission electronics at each and every ILEC LSO and improve CLEC transport economies. Addressing these important issues in conjunction with other pro-competitive policies is necessary in order to deliver viable unbundled loop/ facilities-based competition to the mass market.

In order to achieve ELP via a tNGDLC architecture there are three key pieces of equipment that would have to be introduced into the the ILEC local network : tNGDLCs, ATM modules, and Voice Gateways. One vendor of tNGDLC equipment is Zhone Technologies and its MALC product line (http://www.zhone.com/products/malc/index.html). ATM modules are available from several vendors one example being Lucent's CBX 500 (http://www.lucent.com/products/solution/0,,CTID+2015-STID+10470-SOID+374-LOCL+1,00.html). Similarly, voice gateways are available from several vendors one example being Paradyne's CPX-1000 (http://www.paradyne.com/products/vodsl_main.html).

(b) Once ELP via a tNGDLC architecture is ubiquitously implemented, the architecture and technology is capable

[2] Note that a one time migration of loops from legacy ILEC architectures onto the ELP architecture would be required.

of supporting competitive levels of churn, at least comparable to those levels realized in today's long-distance market through the LD PIC process.

(c) The implementation of ELP via a tNGDLC architecture would not require manual intervention at the MDF in order to migrate an end-user's voice service from one LEC to another.[2] Indeed, it is conceivable that many of the other peripheral manual activities associated with today's hot-cuts could be eliminated or automated as well.

(d) N/A

(e) Unlike today's hot-cut process that requires manual manipulation of wires at the ILEC's MDF in order to migrate end-users from one LEC to another, ELP via tNGDLC would eliminate the need for this. Rather, the migration of a customer's loop can be accomplished through a set of relatively simple software commands. This is possible because under a tNGDLC architecture an end-user's loop is software defined and is no longer hardwired to the ILEC's switch port. (For additional information also see the video attached as Exhibit MDV-4 to the Direct Testimony of Mark Van de Water.)

Response provided by: Jay Bradbury and Mark Van de Water

SUBMITTED this 11th day of December, 2003.

Tracy Hatch/las

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Attorney for AT&T Communications of
the Southern States, LLC

2001

Lines/Orde	Hot Cut	svc	
	CHC	FDT	Grand Total
State FLORIDA	UL	UL	

		FLORIDA		
		CHC	FDT	Combined
Compl Yr	Compl Month	UL	UL	Total
2002	Jan			
	Feb			
	Mar			
	Apr			
	May			
	Jun			
	Jul			
	Aug			
	Sep			
	Oct			
	Nov			
	Dec			
2002 Total				
2003	Jan			
	Feb			
	Mar			
	Apr			
	May			
	Jun			
	Jul			
	Aug			
	Sep			
	Oct			
2003 Total				
Grand Total				

AT&T had an active business plan to serve very small businesses using DS0 UNE-L loops, collocations, and our own local switches (which also served enterprise customers using DS1 and higher loops) in 1999-2001. The expected financial returns of that business plan did not materialize and active provisioning of service to very small business using DS0 UNE-L loops ended in late 2001. An embedded base of approximately **REDACTED** lines existed in Florida at that time. As the attached data reflects, during 2001, when the business plan was active, almost 7,000 new lines were provisioned. In 2002 the number declined to approximately 900, and in 2003 to date, has fallen below 700. The embedded base has also declined to approximately 10,000 lines. The lines being provisioned in 2002 and 2003 are not the result of an active business plan but rather maintenance of existing very small business accounts already served via DS0 UNE-L and meeting the business needs of enterprise customers served on a DS1 level for "off lines" at the DSO level to support facsimile machines, analog data modems, and the like.

In both cases, adding new lines to existing customers and providing "off lines" to enterprise customers, the use of UNE-L rather than UNE-P avoids adding the administrative complexity of splitting the account between those lines provisioned on UNE-L and those lines provisioned on UNE-P, or in the case of the very small business customer arranging for and paying for a "reverse hot cut" which carries with it the very real probability for a disruption of service, and the need for the customer to reprogram all switched based custom features and capabilities they have in place.

REDACTED

Attachment to Data Request 6(b)
BellSouth Performance Metrics
Docket 000121A

Measure	Change	Rationale
OSS-1	Report separately batch due date responses.	Unsure of BST capability-needs to be monitored separately.
% Flow-Through (O-4)	Performance Standard/same as UNE-P Flow-through performance should be the same for UNE-P and UNE-L for designed manual fallout.	Requirement of TRO para 512. Will reduce delay, errors and costs. Will increase % of fully mechanized FOCs, thus shortening intervals for many LSRs.
FOC Timeliness (O-9)	Add average interval as area of measurement (Batches will not be added to exclusions)	Expose severities in ranges of performance to drive more consistent performance.
Reject Timeliness (O-8)	Add average interval as area of measurement (Batches will not be added to exclusions)	Expose severities in ranges of performance to drive more consistent performance
Coordinated Conversions Interval (P-7)	Change performance standard to 5 minutes, including electronic notification of completion.	More in line with current reported performance, and adds automated responses.

Attachment to Data Request 6(b)
BellSouth Performance Metrics
Docket 000121A

Coordinated Conversions Timeliness (P-7A)	Exclude batches	Handled in new measure
Coordinated Conversions Average Recovery Time (P7-B)	Reduce interval to 2 hours Add to SEEM with penalty equal to the average net revenue times the average life of the customer each time allowed interval is exceeded.	Collect data on average outage for UNE-P customer during conversion and further modify. (This is such a relatively small issue for UNE-P that CLECs have not requested a separate measure.)
Coordinated Conversions % Troubles received in 7 days (P-7C)	Change to % troubles during conversion. Adapt business rules as appropriate from (P-07B) (Change benchmark to <=1%.)	More reflective of hot cut issues/can be associated with P-7B. P9 can be used to track the information applicable to old measure P7-C.
New Measure -% Batches Started on Time	Reflects revised process that requires that orders be provisioned in one session.	Replaces individual tracking of LSRS when provisioned in batches
New Measure -% Batches Completed on Time	Reflects revised process that requires that orders be provisioned in one session.	Replaces individual tracking of LSRS when provisioned in batches

Attachment to Data Request 6(b)
Verizon Performance Metrics
Docket 000121C

Measure	Change	Rationale
Average Response Time(1)	Report separately batch due date responses.	Unsure of VZ capability-needs to be monitored separately.
% Flow-Through Orders (4)	Flow-through performance should be the same for UNE-P and UNE-L for designed manual fallout.	Requirement of TRO para 512. Will reduce delay, errors and costs. Will increase % of fully mechanized FOCs, thus shortening intervals for many LSRs.
FOC /LSC NoticesTimeliness (2)	Add average interval as area of measurement (Batches will not be added to exclusions)	Expose severities in ranges of performance to drive more consistent performance.
Reject Timeliness (3)	Add average interval as area of measurement (Batches will not be added to exclusions)	Expose severities in ranges of performance to drive more consistent performance
Coordinated Customer Conversion as a Percent On Time(9)	Exclude batches	Handled in new measure

Attachment to Data Request 6(b)
Verizon Performance Metrics
Docket 000121C

Coordinated Customer Conversions Average Recovery Time (9.1)	Add metric that measures the time between notification and resolution by BST of a service outage during a Coordinated Customer Conversion. Add with penalty equal to the average net revenue times the average life of the customer each time allowed interval is exceeded.	Collect data on average outage for UNE-P customer during conversion. (This is such a relatively small issue for UNE-P that CLECs have not requested a separate measure.)
New Measure -% Batches Started on Time	Reflects revised process that requires that orders be provisioned in one session.	Replaces individual tracking of LSRS when provisioned in batches
New Measure -% Batches Completed on Time	Reflects revised process that requires that orders be provisioned in one session.	Replaces individual tracking of LSRS when provisioned in batches

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 11, 2003

AT&T'S RESPONSES TO STAFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 1-8)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 1, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") First Requests for Production of Documents to AT&T Communications of the Southern States, LLC, served on November 21, 2003, as follows:

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No.1:	Please provide all documents that support your response to Interrogatory No. 2.
Response:	See Attached.

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No.2:	Please provide all documents that support your response to Interrogatory No. 3.
Response:	Please see attached direct testimony of Mark Van de Water filed on December 4, 2003 Docket 030851-TP(public version). See also FCC's Triennial Review Order.

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No.3:	Please provide all documents that support your response to Interrogatory No. 5.
Response:	AT&T has no documents responsive to this request.

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No.4:	Please provide all documents that support your response to Interrogatory No. 6 (b).
Response:	Other than filings made by AT&T and other ALECs in Dockets 000121A; 000121B; and 000121C, there are no other documents responsive to this request.

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No.5:	Please provide all documents that support your response to Interrogatory No. 6 (c).
Response:	N/A

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No. 6:	Please provide all documents that support your response to Interrogatory No. 7 (a).
Response:	See documents attached. Information responsive to this request is also depicted in video attached as Exhibit MDV-4 to direct testimony of Mark Van de Water filed on December 4, 2003 Docket 030851-TP. See also: **http://www.paradyne.com/products/vodsl_main.html** **and** **www.lucent.com/products/solution/0,,CTID+2015-STID+10470-SOID+374-LOCL+1,00.html**

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No. 7:	Please provide all documents that support your response to Interrogatory No. 7 (d).
Response:	N/A

REQUEST:	Staff's First Request for Production of Documents
DATED:	November 21, 2003
Request No. 8:	Please provide all documents that support your response to Interrogatory No. 7 (e).
Response:	See documents attached in response to 7a, *supra*. See also Exhibit MDV-4 video attached to direct testimony of Mark Van de Water.

SUBMITTED this 11th day of December, 2003.

Tracy Hatch/bss

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Attorney for AT&T Communications of
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FL DOCKET NO. 030851-TP
ATTACHMENT TO
AT&T'S RESPONSES TO STAFF 1ST POD
December 11, 2003

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP

DIRECT TESTIMONY OF

MARK DAVID VAN DE WATER

ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC

DECEMBER 4, 2003

REDACTED VERSION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Mark David Van de Water. My business address is 7300 East Hampton Avenue, Room 1102, Mesa, AZ, 85208-3373.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.

A. I hold a Bachelors of Arts in Psychology and a Masters of Arts in Organizational Management. I am employed by AT&T, operating in Florida as AT&T of the Southern States, LLC ("AT&T"). For the past 5 years I have worked in the Local Services and Access Management organization of AT&T with responsibility for negotiating and implementing operational support system ("OSS") requirements and interfaces, and for resolving operational issues between AT&T Local Services and Southwestern Bell Corporation ("SBC"). In particular, I participated with SBC in formalizing their documented coordinated and uncoordinated unbundled network element-loop ("UNE-L") with local number portability ("LNP") hot cut processes. During 2003, I negotiated with SBC, on a business-to-business basis, to create a process by which AT&T is able to convert multiple unbundled network element-platform ("UNE-P") customers to UNE-L. A trial is currently being conducted of this process. Further, this process is the foundation of SBC's current "batch" hot cut proposal presented throughout its 13-state region. Before this assignment, I worked for over 16 years at Western Electric Company in various positions.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE REGULATORY COMMISSIONS?

A. Yes. I have testified before the California, Kansas, Missouri, Illinois, and Texas commissions in matters related to SBC's applications for in-region long distance authority under Section 271 of the Federal Telecommunications Act of 1996.

Q. WHAT ISSUES DOES YOUR TESTIMONY ADDRESS?

A. My testimony provides information directly related to the Commission's consideration of issues 3 and 6.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to address the operational constraints associated with the hot cut process, to describe issues this Commission should consider in developing any bulk migration process for unbundled loops, and to recommend the parameters that should be included in any bulk migration process. My testimony covers four key areas in this proceeding.

First, I address the operational and economic barriers presented by the hot cut process. This section of my testimony explains the findings of the Federal Communications Commission ("FCC") in the Triennial Review Order ("TRO").[1] It summarizes the FCC's conclusions that competitive carriers are impaired without access to unbundled local switching as a result of economic and operational impairment due to the hot cut process and describes the FCC's directions to state commissions to approve and implement a batch loop migration process.

Second, I describe the specifics of the current hot cut process and AT&T's experience with hot cuts in the BellSouth region. My testimony summarizes why AT&T's experience led it to choose UNE-P to provide local service and describes specific concerns related to BellSouth's performance of hot cuts.

[1] *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, In the matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Federal Communications Commission, CC Docket No. 01-338, Released August 21, 2003 (hereafter referred to as the "Triennial Review Order" or "TRO")

Third, I describe the challenges that must be addressed in implementing any batch loop migration process. I address the volume of hot cuts that will be required and the evaluation standards by which any batch migration process should be considered. My testimony discusses the number of UNE-L hot cuts that should be expected if unbundled local switching is no longer available and the segments of the market that pose unique challenges for development of a bulk migration process. My testimony also addresses new operational constraints that will arise if customer conversions require migration of a loop because unbundled local switching is no longer available to Competitive Local Exchange Carriers ("CLECs").

Fourth, my testimony includes recommendations for a batch hot cut process. Because CLECs have restricted insight into the operations of the Incumbent Local Exchange Carrier ("ILEC"), this recommended process addresses the parameters of a reasonable batch migration process. Development of a batch hot cut process rests primarily with the ILECs, in cooperation with the CLECs. Further, while my testimony points out the advantages of its recommended process, it also illustrates why no manually based process is capable of ensuring the seamless, low cost migration of loops that is required by the TRO and is equivalent to the ease and efficiency with which customers are migrated today when changing LD carriers and when using the unbundled network element platform.

I. BACKGROUND: THE OPERATIONAL AND ECONOMIC BARRIERS PRESENTED BY THE CURRENT HOT CUT PROCESS

Q. WHAT IS A HOT CUT?

A. When a mass-market (residential and small business) customer seeks to move his or her local service from one switch-based carrier to another, the connection between the

customer's analog loop and the original carrier's switch must be broken and a new connection must be established between that analog loop and the new carrier's switch. Because the customer's loop is lifted or "cut" while it still is provides active service to a customer (i.e., the loop is "hot"), the process used to transfer analog loops has become known as a "hot cut." The hot cut process involves two separate changes to the customer's service that must be coordinated to occur at approximately the same time: (1) the manual transfer of the customer's analog loop from one carrier's network to another's (the loop cut); and (2) the porting of the customer's telephone number (including the associated software changes and the disconnection of the original carrier's switch translations), so that inbound calls to the customer can be routed to the new carrier's switch using the customer's existing telephone number.

Q. DOES A HOT CUT CAUSE THE CUSTOMER TO LOSE SERVICE?

A. Yes. This occurs in two ways. The first is a complete loss of dial tone. From the time the customer's analog loop is disconnected from the ILEC's switch until it is reconnected to the CLEC's switch, the customer has no dial tone and is completely out of service. Second, from the time the customer's analog loop is reconnected to the CLEC's switch until the customer's number is successfully ported to the CLEC's switch, the customer cannot receive any incoming calls. That is because, until the appropriate change message is received by the Number Portability Administration Center ("NPAC"), the NPAC database indicates that calls should be routed to the ILEC's switch. If someone calls the customer and the calls are sent to the ILEC's switch after the customer's analog loop has been physically moved, the call will not complete and the caller will be unable to reach the customer.

Q. HOW DID THE FCC ADDRESS THE ISSUE OF HOT CUTS?

A. In short, it concluded that hot cuts cause impairment. In the TRO, the FCC reviewed substantial data and descriptions of this hot cut process provided by both ILECs and CLECs and found, on a national basis, that competing carriers providing voice service to mass market customers are impaired without access to unbundled local circuit switching. TRO ¶ 459. This finding was based in part on clear evidence regarding the economic and operational barriers caused by the hot cut process. *Id. See also* ¶ 473 ("Our national finding of impairment is based on the combined effect of all aspects of the hot cut process on competitors' ability to serve mass market voice customers.") The FCC recognized that "whether a customer was previously being served by the competitive LEC using unbundled local circuit switching [i.e., using UNE-P], or by the incumbent itself, a hot cut must be performed [if unbundled local switching is no longer available]. *Id.*¶ 465.

Q. DID THE FCC MAKE SPECIFIC FINDINGS?

A. Yes. The FCC found:

> "[H]ot cuts frequently lead to provisioning delays and service outages, and are often priced at rates that prohibit facilities-based competition for the mass market. The barriers associated with the manual hot cut process are directly associated with incumbent LECs' historical local monopoly, and thus go beyond the burdens universally associated with competitive entry. Specifically, the incumbent LECs' networks were designed for use in a single carrier, non-competitive environment..." Id. ¶ 465.[2]

The FCC recognized that, as a result, "for the incumbent, connecting or disconnecting a customer is generally merely a matter of a software change. In contrast, a competitive carrier

[2] For a full discussion of the impairments created by the incumbents' current network architecture, see the Direct Testimony of AT&T Witness Jay Bradbury.

must overcome the economic and operational barriers associated with manual hot cuts." *Id*. (citations omitted).

Upon review of the evidence, the FCC concluded that the economic and operational barriers of the hot cut process include "the associated non-recurring costs, the potential for disruption of service to the customer, and our conclusion, as demonstrated by the record, that incumbent LECs appear unable to handle the necessary volume of migrations to support competitive switching in the absence of unbundled switching." *Id.* ¶¶ 459. The FCC further concluded that "[t]hese hot cut barriers not only make it uneconomic for competitive LECs to self-deploy switches specifically to serve the mass market, but also hinder competitive carriers' ability to serve mass market customers using switches self-deployed to serve enterprise customers." *Id.*

Q. HOW DID THE FCC PROPOSE TO ADDRESS THESE PROBLEMS?

A. The FCC found that "[c]ompetition in the absence of unbundled local circuit switching requires seamless and timely migration not only to and from the incumbent's facilities, but also to and from the facilities of other competitive carriers." TRO ¶ 478 (citations omitted). Having reached this conclusion, the FCC indicated that "loop access barriers contained in the record *may* be mitigated through the creation of a batch cut process . . . ." TRO ¶ 487 (emphasis added). The FCC then directed state commissions to approve and implement a batch process that attempts to address the economic and operational barriers caused by hot cuts, or make detailed findings why such a process is not necessary in a particular market. *Id.* ¶ 488; *see also* ¶ 423. The FCC identified issues that must be addressed by any batch hot cut process developed, *id.* ¶ 489, and outlined the

detailed findings that must be made if a state commission declines to institute a batch hot cut process for a particular market. *Id.* ¶ 490.

Critically, however, the FCC recognized that even after such a process is implemented, competitive carriers may still face barriers associated with loop provisioning -- even problems arising from newly improved cutover processes -- that may continue to be a significant barrier to competitive entry into the mass market. *Id.* ¶ 512. The FCC asked state commissions "to consider more granular evidence concerning the incumbent LEC's ability to transfer loops in a timely and reliable manner." *Id.* Some of the evidence the FCC suggested commissions should consider includes "commercial performance data . . . and the existence of a penalty plan with respect to the applicable metrics" and "whether the incumbent's facilities, human resources, and processes are sufficient to handle adequately the demand for loops, collocation, cross connects and other services required by competitors for facilities-based entry into the voice market." *Id.*

II. OPERATIONAL AND ECONOMIC IMPACTS WHEN USING UNBUNDLED LOOPS: WHY AT&T USES UNE-P RATHER THAN UNBUNDLED LOOPS

Q. HOW IS AT&T CURRENTLY SERVING MASS MARKET CUSTOMERS IN BELLSOUTH TERRITORY?

A. AT&T is currently acquiring virtually all its mass market (residential and small business) customers using the Unbundled Network Element Platform ("UNE-P"). For example, from January through June 2003, BellSouth has only completed REDACTED hot cut orders for AT&T for the entire nine-state BellSouth region. Below are the numbers of hot cut orders by month and the number of UNE-P orders per month.

Month	UNE-P Orders	Hot Cut Orders
January, 2003		
February, 2003		
March, 2003		
April, 2003		
May, 2003		
June, 2003		

From BellSouth's BellSouth Performance Measurement and Analysis Platform ("PMAP")

Further, according to PMAP's Customer Trouble Report Rate reports, as of October 2003, while AT&T had over REDACTED UNE-L lines in service in BellSouth territory, it had over REDACTED UNE-P lines in service.

Q. HAS AT&T USED METHODS OTHER THAN UNE-P TO PROVIDE SERVICE TO MASS MARKET CUSTOMERS?

A. Yes. As noted above, AT&T has served a limited portion of the small business market using an unbundled loop from BellSouth with an AT&T owned switch using the hot cut process. Significant cost and operational provisioning problems that occurred even at these low volumes of hot cuts, however, caused AT&T to virtually eliminate UNE-L as a means of acquiring customers.

Q. DID AT&T EXPERIENCE THE HOT CUT IMPAIRMENTS FOUND BY THE FCC?

A. Yes. As confirmed by the FCC, AT&T's experience was that the hot cut process frequently led to provisioning delays and service outages that led to an untenable level of customer dissatisfaction. Naturally, this dissatisfaction was directed at AT&T as the retail provider of the service, not BellSouth, the underlying wholesale provider. In particular, BellSouth's provisioning delays included its substandard performance in returning timely firm order confirmations, its failure to provide a reliable schedule for performing hot cuts, and its failure to notify AT&T consistently and timely that customer loops had been

transferred to AT&T, so that AT&T could complete the final steps necessary to port the customer's telephone number to ensure the customer could receive incoming calls.[3] Factors that contributed to customer service outages included BellSouth's erroneous disconnection of end users' lines and, when erroneous disconnections occurred, undue delay in reconnection. In addition, BellSouth's high charges for hot cuts make facilities-based competition using UNE-L for mass market customers uneconomic.

Q. GIVEN THESE PROBLEMS, WHY DOES AT&T CONTINUE TO USE HOT CUTS AT ALL?

A. AT&T has existing business customers that it serves using its own switch and unbundled analog loops dating back to the time when AT&T was using UNE-L to provide local service. When these customers wish to change their service by adding lines or migrating additional lines from the ILEC, AT&T will continue to use UNE-L to satisfy this request. Additionally, when a large customer migrates more lines to AT&T than can be provisioned on a single DS1, but less than can economically be provisioned on two DS1's, AT&T will provide service to this customer by using a DS1 loop, and unbundled analog loops for the additional lines that could not be supported on the DS1.

AT&T follows this practice because it maintains separate processes and databases for its customers served via loop facilities and its customers served via UNE-P. Having all of a customer's lines provisioned using the same network configuration allows AT&T to provide more efficient and effective on-going customer service, maintenance, and repair. AT&T does not actively market analog services to small business mass market customers using a UNE-L strategy, due to the provisioning problems and the high costs of hot cuts and

[3] Timely firm order confirmations are essential to communicate when the order is to be provisioned so that number porting activities can began and service migration can be confirmed with the customer. Late firm order

backhaul costs, *i.e.*, the costs of extending the loop from the ILEC central office to AT&T's switch.

Q. HOW DOES THE HOT CUT PROCESS DIFFER FROM PROVIDING SERVICE USING UNE-P?

A. UNE-P is a simple process that is ordered and provisioned electronically. With UNE-P, there should be no need to perform physical work in the ILEC's central office or outside loop plant to migrate an existing ILEC customer to a CLEC that is providing service using UNE-P. The migration from ILEC-retail to CLEC-UNE-P service only requires the ILEC to perform software changes. Thus, there is little chance for error and the customer does not have to lose service during the migration, because the service, both before and after the change, is being provided through the use of the ILEC's switch. This eliminates the need for a physical transfer of the customer's loop, as well as the need to port the customer's telephone number to another switch. Consequently, this service is almost always provided to the customer very quickly.

A hot cut, in sharp contrast, is a complex, highly manual process. It requires significant coordination between both the ILEC and a CLEC. Both carriers must perform multiple tasks in the hot cut ordering and provisioning processes, and both parties must coordinate these operations in the proper, agreed-upon sequence. If the many steps of the hot cut process are not performed in that exact sequence -- and properly coordinated between both carriers -- and if the ILEC does not complete its downstream processes correctly and timely, the customer will experience a service outage that is much longer than the unavoidable outage associated with this process.

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confirmations also cause the customer's order to be delayed past the times originally requested by the customer.

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Q. PLEASE DESCRIBE THE MAJOR STEPS IN MIGRATING A CUSTOMER FROM AN ILEC TO A CLEC USING UNE-P.

A. There are only a few significant steps involved in migrating a mass-market customer from the ILEC to a CLEC using UNE-P:

- After completing the sale to the customer, the CLEC accesses the ILEC's pre-ordering OSS in order to obtain the necessary customer information, such as the correct name and address. A CLEC agent enters this information into the CLEC systems to create the CLEC customer service record and establish the CLEC bill. The agent must take special care to ensure the information used by CLEC matches the ILEC's records in order to avoid an order rejection by the ILEC.
- The CLEC's agent prepares the Local Service Request ("LSR") and submits it electronically to the ILEC interface. The large majority of UNE-P migration orders can be processed by the ILEC without the need for any manual intervention by ILEC personnel. Thus, most UNE-P migration orders electronically flow-through the ILEC's OSS, and can be provisioned on a same day or next day basis.
- Upon receipt of the LSR, the ILEC electronically validates that the order is error-free, and electronically sends the CLEC a Firm Order Confirmation ("FOC").
- Upon receipt of the FOC, the CLEC updates its systems to reflect the due date of the order.
- Thereafter, the remaining processes are electronic. On the due date, which is typically the next day, the ILEC's OSS implement the order by making appropriate software changes that (i) transfer ownership of the account to the CLEC and establish wholesale billing to the CLEC for the customer and (ii) cause the ILEC's internal systems to send a final retail bill to the end user.
- When the CLEC receives the provisioning completion notice electronically from the ILEC, the CLEC closes out the order in its systems including such items as establishing the customer's new billing arrangement.[4]

For UNE-P, the migration process is electronic with little opportunity for human error. According to BellSouth's Response to AT&T Interrogatory 32 (see Exhibit MDV-1), with UNE-P migrations, over eighty four percent (84.4%) of orders flowed through completely electronically, eliminating opportunities for human error. However, only about twenty four percent (23.7%) of UNE-L migration orders flowed through. (See BellSouth's

[4] If the customer has requested voicemail, the CLEC must also build and test the voice mailbox, if applicable.

response to AT&T Interrogatory No. 28, attached as Exhibit MDV-2) Additionally, there is rarely a service interruption when a customer is migrated to a CLEC using UNE-P. After ordering service from a competitive carrier, the entire customer migration process is completely hidden from the end-user in a manner that makes changing local carriers as seamless as changing long distance carriers. These electronic processes are the rough equivalent of the Primary Inter-exchange Carrier "PIC" process that was developed to support the highly competitive long distance market.

Q. PLEASE DESCRIBE THE ADDITIONAL SIGNIFICANT STEPS OF MIGRATING A CUSTOMER FROM AN ILEC TO A CLEC USING A HOT CUT.

A. When a CLEC seeks to use its own switch to serve mass market local customers using a UNE-L architecture, the processes needed to change local carriers are much more complex, manual and costly than for UNE-P, requiring physical work to transfer the customer's analog loop from one carrier's switch to another's. For example, the CLEC must assign the customer to facilities in its switch and equipment; both the CLEC and the ILEC must conduct a series of number porting activities; and the ILEC must perform numerous manual provisioning and testing activities in its central office and sometimes in the field. Before the CLEC even submits an order for a hot cut, the CLEC must conduct the following activities in addition to those required for a UNE-P migration:

- The CLEC negotiates a due date with the customer based on the standard intervals for loop migrations that are lengthier than UNE-P intervals. For business customers, a cutover time must also be negotiated to ensure the service outage does not impact the operation of the customer's business.
- The CLEC conducts an inventory of facilities and electronically assigns the customer's loop to specific facilities in the CLEC's switch, to equipment located in CLEC-owned collocation space and to a Connecting Facility Assignment ("CFA") that will be used by the ILEC to connect the customer's loop to the CLEC's collocated equipment.

- The CLEC accesses the ILEC's Loop Facility Assignment Control System ("LFACS") database to confirm that the availability of the CFA information in both companies' databases match.

After completing these activities, the CLEC prepares and submits the LSR. After submission of the LSR, the ILEC begins its activities.

- The ILEC checks its CFA database to ensure the CFA on the order matches its inventory.
- The ILEC issues the number portability "trigger" order by setting switch triggers which will ensure the customer receives intra-switch calls between the period of time the CLEC ports the number to its switch until the ILEC disconnects the telephone number in its switch.
- The ILEC inputs the order into its backend systems to create the internal service orders that will be needed to accomplish the migration.

Then the ILEC returns the FOC to the CLEC. Unlike UNE-P, after receiving the FOC, in a UNE-L migration the CLEC and the ILEC cannot rely on the electronic systems to flawlessly provision the service. Instead, the following complicated set of activities occurs, activities that must be coordinated if the cut is to be successful for the customer:

- The CLEC confirms with the customer the specific time and date when the hot cut is scheduled to take place based on the information in the FOC.
- The CLEC verifies that dial tone is being delivered from its switch to the CFA in the collocation cage.
- The CLEC alerts the National Number Portability Administration Center ("NPAC") that reprogramming is needed to move the customer's telephone number from the ILEC to the CLEC by sending an electronic "create" message to the Administrator. This begins the process of porting the customer's telephone number. This "create" message prompts NPAC to send a message to the ILEC to ensure the ILEC consents. The ILEC has eighteen (18) hours to respond.

After the CLEC completes these activities, the ILEC completes other activities necessary to a hot cut that are not required for a UNE-P conversion.

- The ILEC determines whether the facilities currently being used by the customer can be reused. For example, if the customer is on Integrated Digital Carrier Loop ("IDLC"), the facilities cannot be reused and spare non-IDLC facilities must be identified and assigned to this customer.
- The ILEC pre-wires the cross-connection frames.

- The ILEC confirms the presence of dial tone from the CLEC's switch on the cross-connects in the CLEC's collocation space.
- Upon receipt of the "create" message from NPAC, the ILEC will send a "concur" message back to NPAC.
- The ILEC verifies that the proper phone number is on the loop that is to be cut over.

After these activities, the ILEC contacts the CLEC to determine whether the cut can proceed as scheduled. During this call the ILEC may also provide essential information such as test results. Assuming nothing has gone wrong, on the day of the cut over, the ILEC and the CLEC will continue the following activities:

- The ILEC ensures it has the correct line for the cut.
- The ILEC verifies dial tone on the line at the ILEC Main Distribution Frame ("MDF").
- The ILEC monitors the line and, when idle, removes at the MDF the old cross connection jumper that connected the customer's loop to the ILEC's switch and terminates the pre-wired cross connection from the CLEC's CFA to the customer's loop.
- The ILEC provisioning center contacts the CLEC to advise that the conversion is complete.
- The CLEC then conducts its own tests to ensure that all lines have been successfully migrated.
- If testing is successful, the CLEC sends an "activate" message to NPAC advising that the customer's number should be ported to the CLEC's switch.
- The CLEC then calls the ILEC to accept the service.

The cut, however, is still not complete.

- Upon receipt of the activate message from NPAC, the ILEC completes the disconnect order and sends an "unlock" message for the E911 database administration to allow the CLEC access to the E911 database record for the ported number.
- Then the CLEC migrates the 911 record by updating the Automatic Location Indicator ("ALI") database to identify the CLEC as the local service provider. This ALI information supports the Public Safety Answer Point ("PSAP") that receives 911 calls.
- The ILEC must remove the old cross connections from its frame to free up the ILEC's switch port for another customer.

Only then is the hot cut complete. Not only are there significantly more steps involved in a hot cut, those steps must be coordinated if a cut is to be successful in limiting the time the customer is out of service.

To demonstrate the flow and order of activities, I have attached as Exhibit MDV-3 a process flow document for a hot cut. The first three pages show by numbered tasks the activities the ILEC must conduct to complete a hot cut. Page Four shows by lettered tasks, the activities the CLEC must complete. Beginning with Task A on Page Four, one can follow the flow of the simplest type of error-free hot cut. As the exhibit reveals, the ILEC must conduct at least twenty-three (23) separate tasks and the CLEC must conduct at least twelve (12). These tasks cannot be conducted at the same time but must move forward in a back and forth flow and often must be coordinated with the other party. In addition, I have attached to my testimony as Exhibit MDV-4 a video depicting the extensive changes to the network architecture required to perform the hot cut process, the numerous manual steps involved in the actual hot cut, and an efficient and effective alternative to the manual hot cut process.

Q. HOW DO THESE ADDITIONAL STEPS IMPACT CLECS THAT ATTEMPT TO USE THEIR OWN SWITCHES?

A. First, these additional steps add time. UNE-P orders are completed much more quickly than UNE-L orders. The completion interval for a UNE-P order without any field work is from less than ½ day to less than 1 ½ days:

Dispatch Type	Volume	Order Interval (excluding FOC Interval)
Switch based Completions	95,704	0.35 days
Central Office Based Completions	16,164	1.20 days

In contrast, the completion interval for UNE-L orders that do not require field work is as follows:

Loop Type	Volume	Order Interval (excluding FOC Interval)
2 wire analog loop (designed)	33	5.85 Days
2 wire analog loop (non-designed)	142	3.62 Days
2 wire analog loop with LNP (designed)	17	5.47
2 wire analog loop with LNP (non-designed)	420	4.82

(See measure P-4, Order Completion Interval--September, 2003 Florida Monthly State Summary ("MSS") report)

Second, the multi-step, highly manual UNE-L process introduces numerous opportunities for human error and degradation of service quality. The greater the opportunity for error, the more likely the service migration date may be delayed or changed, which causes customer dissatisfaction with the CLEC. Moreover, introduction of errors also significantly increases the likelihood that the customer may be either completely out of service for an extended period or be unable to receive incoming calls. For example, when customers in Florida experience service outages during a hot cut, the outage duration has lasted from a monthly low average of 2.8 hours to a high average of 13.6 hours. (See Florida's September, 2003 MSS Chart Reports (B.2.22.2).)

Mass market customers will not accept such delays or errors. As the FCC noted, these customers *"have come to expect the ability to change local service providers in a seamless and rapid manner."* TRO ¶ 471 (citations omitted) (emphasis added). They "generally demand reliable, easy-to-operate service and trouble-free installation." *Id.* at 467 (citations omitted). Moreover, when troubles occur, end-user customers blame the CLECs. The FCC recognized that "[s]ervice disruptions also will influence customer perceptions of

competitive LECs' ability to provide quality service, and thus affect competitive LECs' ability to attract customers." *Id.* at 466.

These critical service quality concerns and others are reflected in the following table that illustrates the inferior performance BellSouth provides for analog loops compared to UNE-P in Florida obtained from the recently BellSouth-reported performance data.

	UNE-P	Analog Loops/with LNP
FOCs-% on time	95.56%	Design –34.74% Non-design –31.87%
FOCs-average interval	4.48 business hours	21.65 business hours-Design 22.94 business hours-Non-design
Flow-Through for migration orders	84.4%	23.7%
% Orders Placed in Jeopardy	Dispatch--6.60%	Design/Dispatch—55.00% Non-Design/Dispatch—13.86%
% Orders requiring Field Dispatch[5]	2%	13%
Non-dispatch Order Completion Intervals	.35 days for switch based 1.20 days for central office	Design 5.47 days Non-design 4.82 days

From September MSS Reports, October PMAP reports, and Exhibits MDV-1 and MDV-2.

As is depicted above (even with the current minimal UNE-L volumes), far fewer UNE-L orders flow-through and thus more orders have to be handled manually, fewer UNE-L Firm Order Confirmations are returned on time and take longer to return on average, significantly more UNE-L orders require a field dispatch, more orders are placed in jeopardy, and due date intervals are longer for UNE-L than UNE-P. In sum, the enormous increase in physical work in the central office to provision hot cut customers is exacerbated by significantly more manual work and delay in every step of the process.

Third, these additional steps add significant cost. The cost for processing and provisioning a UNE-P order in BellSouth Florida is $1.62. In sharp contrast, the cost for

most hot cuts in BellSouth Florida is $83.11. Similarly, a CLEC's internal costs for UNE-P are significantly less than UNE-L. This is because once the UNE-P orders are submitted, they are tracked electronically and generally do not require individual work. For UNE-L orders, however, the CLEC bears labor costs to prepare, track and implement its orders. As represented more fully in Exhibit MDV-3, these additional CLEC costs include the following work activities: (1) connecting facility assignments ("CFA") inventory management, (2) dial tone and conformance testing, (3) internal pre-cut and day of cut coordination with ILEC, and (4) separate systems and activities required to support number portability. In addition, if the CLEC's customer wants the conversion completed during "non-business" hours in order to avoid service disruption during the time when service is most critical to the customer, the CLEC must pay overtime for any involved personnel. And critically, the CLEC will never recover these costs if the CLEC loses the customer as a result of problems incurred during the hot cut itself, or in situations where the industry is experiencing rapid customer churn. TRO ¶ 471.

Q. WHAT COST DOES AT&T BELIEVE IS APPROPRIATE FOR MIGRATING CUSTOMERS?

A. AT&T believes that the cost for migrating customers among providers must be based on forward-looking technology (electronic) technology, and should be as equitable as possible among types of service migrations. For example, the cost of a PIC change in BellSouth Florida is $1.95, and the cost of a migration to UNE-P in BellSouth Florida is $1.62. Methods other than electronic provisioning of service migrations lead to discriminatory price differences that are impossible to overcome.

[5] The 2% field dispatch for UNE-P is likely to be applicable to new installations only (not migrations), creating an even greater disparity between field dispatch for UNE-P than UNE-L than the data indicate.

Q. ARE THE OPERATIONAL ISSUES YOU DISCUSS UNIQUE TO BELLSOUTH?

A. No. While, as discussed below, BellSouth has created some unique issues due to its refusal to respond reasonably to requested improvements in its hot cut process, most of the operational barriers inherent in the hot cut process exist simply because it is a burdensome manual process that must be performed on a loop by loop basis. Any manual process, by nature, introduces significant potential for human error. Mistakes such as (1) disconnecting the wrong loop, (2) premature disconnects, (3) cross-connecting the loop to the wrong CFA, (4) inadvertently breaking cross-connection wires on the frame for end-users not involved in the hot cut while connecting the new or disconnecting the old jumper pairs, or (5) making poor connections on the terminal block (*e.g.*, loose wire wraps) all can lead to customer service outages that can be lengthy if the problem goes undetected by the person who made the error. The hot cut process is inherently labor-intensive, inefficient, prone to error, and incapable of sustaining the volumes necessary to allow effective competition in the mass market.

Q. WHY DO YOU SAY THE HOT CUT PROCESS IS INHERENTLY INCAPABLE OF SUSTAINING VOLUMES NECESSARY TO ALLOW EFFECTIVE COMPETITION FOR MASS MARKET CUSTOMERS?

A. The failure and service restoration problems that occur at low volumes will only be exacerbated by the tremendous increase in the level of activity that will be required if unbundled local switching were not available and CLECs are forced to use UNE-L to serve mass market customers. These problems will be further compounded with the number of additional inexperienced people that will be necessary to work the hot cut process and to troubleshoot and repair the increased troubles that are likely to occur. Because the industry

as a whole has absolutely no experience providing service to mass market customers using a hot cut process -- or anything remotely comparable to it -- it is impossible to accurately qualify the impact this process will have on service quality. We do know, however, that service quality is likely to decline, because any time a process requires human intervention and manual steps, there is greater opportunity for failures to occur. Moreover, the opportunity for failures increases disproportionately when rapid increases in volumes occur. For decades, all industries, including the telecommunications industry, have affirmatively sought out and implemented technological improvements that reduce or eliminate manual activity in their transaction processes. Attempting to serve the mass market using the manual hot cut process on each and every customer's analog loop runs counter to that trend and can only turn back the clock on the technological advancements that have been made.

Q. DOES BELLSOUTH CURRENTLY HAVE A BULK OR BATCH HOT CUT PROCESS?

A. No. BellSouth currently has a bulk *ordering* process, but the hot cut provisioning is not done in a batch mode. In fact, if a CLEC requests that a group of hot cuts be done together, BellSouth places more restrictions on those hot cuts than if they are performed on an individual basis. For example, BellSouth currently offers time-specific hot cuts for individual analog loop migrations, but does not allow time-specific cuts when using its batch ordering process.

Q. HAS AT&T ASKED BELLSOUTH TO DEVELOP A BULK HOT CUT PROCESS?

A. Yes. AT&T has twice requested BellSouth to develop a bulk conversion processes with BellSouth. These requests were made because AT&T had found the individual hot cut

process to be inadequate. Therefore, these requests were intended to provide AT&T a more efficient and effective means to migrate customers to its facilities, when it was otherwise feasible to do so.[6] In particular, it was intended to provide AT&T an additional *optional* tool for use at its discretion when the determination was made that a limited migration from UNE-P to UNE-L in unique circumstances for certain sets of customers was economically feasible.[7] AT&T did not contemplate, nor is it feasible that the processes it requested, even if implemented properly, would be capable of being used as a replacement for UNE-P.

Q. WAS A BULK HOT CUT PROCESS AS REQUESTED BY AT&T TIMELY IMPLEMENTED?

A. No. AT&T made its first request, via the BellSouth change control process, in November 2000. In March 2003 -- nearly 28 months later, BellSouth implemented a bulk ordering (not provisioning), process as a result of AT&T's change request.[8] However, that process did not meet AT&T's needs as described in the change request. In fact, the provisioning (or actual hot cut portion) of BellSouth's "new" process appears to be "business as usual," with the critical exception that it does not allow time-specific cuts, which are essential to customer satisfaction. The process implemented was simply the bulk ordering process mentioned earlier.

[6] It was also anticipated by AT&T that these new BellSouth "bulk" methods would cost less than a "one at a time" process. (See Exhibit MDV-5 August 30, 2002 letter from Denise Berger of AT&T to Jim Schenk of BellSouth)

[7] Such conditions include a high concentration of customers, facilities are "on network" using CLEC owned fiber, and spare DLC equipment is in place and effectively represents a sunk cost to AT&T.

[8] See Exhibit MDV-6, which anaches BellSouth's UNE-P to UNE-L Bulk Migration CLEC Information Package.

Q. WHAT SPECIFIC CONCERNS DID AT&T HAVE WITH BELLSOUTH'S BULK PROCESS OFFERING?

A. The process had numerous flaws that made it at least as inefficient and expensive as the old process, if not more so. Among other things, (1) the process did not allow for after-business-hours hot cuts, (2) did not provide any assurances that all end users' lines or services would in fact be provisioned at the same time or even on the same day, (3) failed to guarantee any number of total lines that BellSouth would provision in a single day, and (4) lacked a process for timely restoration of customer service in the event of a problem. Moreover, there were no cost-savings from the process.

Q. IS THIS THE SAME PROCESS THAT BELLSOUTH PRESENTED AT THE FLORIDA COMMISSION WORKSHOP ON OCTOBER 28, 2003?

A. Yes, it appears to be exactly the same. And, as I discuss below in my testimony, and contrary to BellSouth's assertions at the workshop, this process does not meet the requirements set forth by the FCC for batch hot cuts.

Q. PLEASE DESCRIBE YOUR SECOND REQUEST OF BELLSOUTH TO IMPLEMENT A BULK PROCESS.

A. In August 2002, AT&T requested, on a business-to-business basis, that BellSouth adopt a new process to address the insufficiency in the individual loop hot cut process. AT&T requested that the process include among other things:

- The ability to convert between 100 – 250 lines within a single Local Serving Office (LSO) in a single batch;
- That BellSouth complete its conversion readiness, including dial-tone/Automatic Number Identification ("ANI") testing, loop qualification testing and pre-wiring, in advance of the conversion;
- That BellSouth commit to immediate service restoration if a service outage occurred during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process; and

- Substantially reduced prices for hot cuts.

Q. WHAT WAS BELLSOUTH'S RESPONSE TO THIS REQUEST?

A. BellSouth refused to commit to any volume of lines that could be included in a batch. BellSouth responded that AT&T's request was technically feasible except "the quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual lines per customer." It also indicated it would charge AT&T $134.32 per working telephone number, *in addition* to regular ordering and provisioning charges, as well as other unspecified overtime charges for technicians and service representatives.[9] In other words, the costs for the requested process were much higher and completely unpredictable. AT&T, of course, was unable to accept such a cost prohibitive proposal since the purpose of the request was to move customers' analog loops from UNE-P to AT&T facilities when it was economic to do so.

Q. IF BELLSOUTH WERE TO IMPLEMENT NOW THE PROCESS AT&T REQUESTED, WOULD SUCH IMPLEMENTATION SATISFY THE FCC'S DIRECTION TO APPROVE AND IMPLEMENT A BATCH HOT CUT PROCESS?

A. No. AT&T requested this bulk hot cut process for use in limited circumstances and for relatively small volumes of customer lines. That process would not be adequate for the increased number of loop migrations that would be necessary in a world in which unbundled local switching is not available to CLECs. The FCC has directed state commissions "to approve and implement . . . a seamless, low-cost process for transferring large volumes of mass-market customers . . .." TRO ¶ 423. The process that AT&T proposed to BellSouth on a business-to-business basis would not comply with the FCC's directive.

[9] See Exhibit MDV-7 for June 9, 2003 letter from Denise Berger of AT&T to Phillip Cook of BellSouth.

III. THE FCC'S DIRECTION TO ESTABLISH A BATCH HOT-CUT PROCESS: WHAT ARE THE CHALLENGES?

Q. WHAT DEFICIENCIES DID THE FCC FIND WITH THE CURRENT HOT CUT PROCESS?

A. The FCC made numerous findings regarding the inadequacy of the ILECs' current hot cut process. These findings confirm the concerns AT&T has raised about hot cuts in the past and demonstrate why AT&T moved away from provisioning mass market customers' analog loops using hot cuts to provide service to its customers.

First, the FCC recognized that deficiencies in the hot cut process are seen and felt by the CLECs' customers. It found that the problems and delays associated with hot cuts "prevent[ ] the competitive LEC from providing service in a way that mass market customers have come to expect." TRO ¶ 466. This is a substantial problem because "competition is meant to benefit consumers, and not create obstacles for them." *Id.* ¶ 467.

Second, the FCC recognized that CLECs are likely to lose customers as a result of these deficiencies. "Service disruptions also will influence customer perceptions of competitive LECs' ability to provide quality service, and thus affect competitive LECs' ability to attract customers." *Id.* ¶ 466. Specifically, the FCC found that the "record shows that customers experiencing service disruptions generally blame their provider, even if the problem is caused by the incumbent." *Id.* ¶ 467 (citations omitted).

Third, the FCC recognized that many of the deficiencies with provisioning analog loops using hot cuts are inherent in the process. The FCC concluded, based on the evidence presented, that "hot cut capacity is limited by several factors, such as the labor intensiveness of the process, including substantial incumbent LEC and competitive resources devoted to coordination of the process, the need for highly trained workers to perform the hot cuts, and

the practical limitations on how many hot cuts the incumbent LECs can perform without interference or disruption." *Id.* ¶ 465 (citations omitted).

Fourth, the FCC focused specifically on the unavoidable limitations on the volume of hot cuts the ILECs could perform. The FCC found that CLECs were impaired because hot cuts could not be performed in the volumes that would occur in the mass market: "[h]aving reviewed the record evidence, we find that it is unlikely that incumbent LECs will be able to provision hot cuts in sufficient volumes absent unbundled local circuit switching in all markets." *Id.* ¶ 468. The FCC specifically rejected ILEC arguments that the FCC's prior findings in section 271 proceedings regarding hot cuts demonstrated lack of operational impairment. The FCC correctly found that the number of hot cuts in the current market environment "is not comparable to the number that incumbent LECs would need to perform if unbundled switching were not available for all customer locations served with voice-grade loops." *Id.* ¶ 469 (citations omitted). Thus, the issue here is that there is "an *inherent limitation* in the number of manual cut overs that can be performed, which poses a barrier to entry that is likely to make entry into a market uneconomic." *Id.* (emphasis added) (citations omitted).

Finally, the FCC concluded that ILEC *promises* regarding their ability to perform any requested volume of hot cuts cannot be relied upon to demonstrate adequate performance. Specifically, the FCC found that "incumbent LECs' promises of future hot cut performance [are] insufficient to support a Commission finding that the hot cut process does not impair" CLECs. *Id.* at n. 1437.

In sum, the FCC found "ample testimony in the record" on CLECs' operational and economic difficulties with hot cuts. *Id.* ¶ 466. It recognized that "hot cuts frequently lead to

provisioning delays and service outages and are often priced at rates that prohibit facilities-based competition for the mass market." *Id.* ¶ 465.

Q. PLEASE SUMMARIZE THE FCC'S ANALYSIS OF THE CONCERNS WITH HOT CUTS.

A. Consistent with AT&T's own experience, the FCC drew the following conclusions with regard to the operational deficiencies involved in the hot cut process, especially as they would apply in a market in which competitors do not have access to UNE-P:

- Hot cuts are labor intensive
- Hot cuts require the expenditure of substantial ILEC and CLEC resources
- There is a practical limitation on how many manual hot cuts an ILEC can perform
- Hot cuts often result in provisioning delays
- Hot cuts can cause significant service outages
- Poor hot cut performance causes customer dissatisfaction with individual competitors and the competitive process in general
- Hot cuts generally impose prohibitively high costs on competitors, both internal and external
- ILEC claims that current hot cut performance can be readily expanded to a "UNE-L only" environment cannot be accepted without proof of performance.

Based in part on these conclusions relating to hot cuts, the FCC made a "national finding that competitive carriers providing service to mass market customers are impaired without unbundled access to local circuit switching." *Id.* ¶ 422. In attempting to set out a plan to help mitigate the inherent deficiencies with the ILECs' current hot cut processes, the FCC asked state commissions to "approve and implement a batch cut migration process – a *seamless, low-cost process for transferring large volumes of mass market customers . . . .*" *Id.* ¶¶ 422-423. (emphasis added). This batch cut process must "render the hot cut process more efficient and reduce per-line hot cut costs." *Id.* ¶ 460. It must also "address the costs and timeliness of the hot cut process." *Id.* ¶ 488.

Q. WHAT DOES THE FCC MEAN BY "BATCH CUT PROCESS"?

A. The FCC defined a batch cut process as a seamless, low-cost process for transferring large volumes of mass market customers. *Id.* ¶ 487. The FCC found that "the hot cut process could be improved if cut-overs were done on a bulk basis, such that the timing and volume of the cut over is better managed," and the non-recurring costs reduced. *Id.* ¶ 474 (citations omitted). Indeed, the FCC found that "such improvements are likely to be *essential* to overcome the operational impairment that competitors face in serving mass market customers. *Without such improvement*, the record shows that *carriers are likely to be unable to economically serve a market characterized by low margins.*" *Id.* (emphasis added).

Q. DID THE FCC FIND CURRENT ILEC PROCESSES FOR CONVERTING CUSTOMERS IN BULK TO BE SUFFICIENT?

A. No. The FCC found that:

> Project managed cut-overs involve the conversion of a number of lines at one time, pursuant to provisioning requirements and intervals negotiated by the incumbent and the competitive LEC. We find that these approaches are not sufficiently developed or widespread enough to adequately address the impairment created by the loop cut over process. The evidence in the record demonstrates that the carriers that have used project-managed cut overs have used them only for business customers, and only after acquiring the customer through a means that offered the use of incumbent LEC loops and switches in combination.

Id. ¶ 474 (citations omitted). The FCC also noted that "the record evidence indicates that incumbent LECs are not well-equipped to handle hot cut volumes even with the existence of a procedure to manage bulk migrations on a project-managed basis." *Id.* ¶ 487 at n. 1516.

Q. WHAT DIRECTION DID THE FCC PROVIDE TO STATE COMMISSIONS REGARDING BATCH CUT PROCESSES?

A. The FCC found that a "seamless, low-cost batch cut process for moving mass market customers from one carrier to another is necessary, ***at a minimum***, for carriers to compete effectively in the mass market." *Id.* ¶ 487. The FCC's Order directs state commissions to approve, within nine months of the effective date of the Order, a batch hot cut migration process to be implemented by the incumbent LECs that will address the costs and timelines of the hot cut process.[10] *Id.* ¶ 488. More specifically, it requires state commissions to do the following:

- Adopt a batch cutover "increment" for migrating customers served by unbundled loops combined with unbundled local circuit switching to unbundled stand-alone loops. In other words, states should decide the appropriate volume of loops that should be included in the "batch."
- In conjunction with incumbent LECs and competitive LECs, approve specific processes to be employed when performing a batch cut. The FCC "expect[s] these processes to result in efficiencies associated with performing tasks once for multiple lines that would otherwise have been performed on a line-by-line basis."
- Determine whether the ILEC is capable of migrating batch cutovers in a timely manner.
- Adopt TELRIC rates for the batch cut process. These rates should reflect the efficiencies associated with batch migration of loops to a competitive LEC's switch, either through a reduced per-line rate or through volume discounts.

TRO ¶ 489.

[10] A state commission may decline to institute a batch cut process, provided that it instead issues *detailed* findings regarding the volume of UNE-L migrations that could be expected if competitive LECs were no longer entitled to unbundled local circuit switching, that the incumbent can be expected to meet that demand in a timely and efficient manner using the existing hot cut process, and that the non-recurring costs associated with the hot cut process are not an entry barrier. *Id.* ¶ 490. Failure to develop a process, however, does not relieve the state commission of its obligation to analyze whether requesting carriers are impaired without access to unbundled switching.

Q. DOES BELLSOUTH CURRENTLY HAVE A BATCH HOT CUT PROCESS THAT MEETS THESE REQUIREMENTS?

A. No. As discussed above, BellSouth's bulk process is a bulk ordering process, not a process for provisioning analog loops via hot cuts in batches. Moreover, it is not seamless, it is not low cost, and it is not capable of handling large volumes of mass market customers. Thus, BellSouth does not have a process that meets a single one of the FCC's requirements.

First, the FCC said that the "states should decide the appropriate volume of loops that should be included in the 'batch'." TRO ¶ 489. As previously discussed, BellSouth has quantified how many lines a CLEC can order in bulk, but it has not identified the quantity that will be *provisioned* together. Thus, BellSouth has provided no information regarding the size of any batch, how many (if any) simultaneous batches it could provision, or how frequently it would be able to schedule such batches, either in individual offices or in groups of offices at the same time or over any stated period.

Second, the FCC said that, "[i]n conjunction with incumbent LECs and competitive LECs, [states must] approve specific processes to be employed when performing a batch cut." TRO ¶ 489. As I described above, AT&T's attempts to work with BellSouth, both through the Change Control Process and through business-to-business channels, on an effective bulk process have not yielded a satisfactory process.

Third, states must "determine whether the ILEC is capable of migrating batch cutovers in a timely manner." *Id.* BellSouth's target intervals, as described below and stated in its UNE-P to UNE-L Bulk Migration information package, are far from timely.[11]

# of End-user Telephone Numbers	Minimum Number of Days from submission of project notification to due date of requests
Up to 99	24 business days

[11] See Exhibit MDV-6, page 10.

100-200	27 business days
201+	Negotiated

Fourth, states must "adopt TELRIC rates for the batch cut activities they approve." TRO at ¶ 489. As shown above, BellSouth's rates for its bulk ordering process are very high – indeed, they are the same as for individual cuts, indicating that BellSouth does not believe that it will realize any economic efficiencies through its proposed batch process. And certainly, the ***additional*** $134.32 plus overtime BellSouth proposed to AT&T was not based on TELRIC.

Q. HAS AT&T NEGOTIATED WITH VERIZON FOR A BATCH HOT CUT PROCESS IN FLORIDA?

A. No. AT&T has negotiated with Verizon (and participated in regulatory proceedings) in New York for a bulk hot cut process.

Q. IS VERIZON OFFERING A BATCH HOT CUT PROCESS IN FLORIDA?

A. On October 28, 2003, a Verizon representative made a presentation at an informal hot cut workshop offered by the Florida Commission.[12] This presentation included four slides (pages 14-17) regarding TRO issues and Verizon's batch hot cut process. It is unclear whether this process is offered for use today, or whether Verizon will propose this process to this Commission for approval.

Q. DOES THE PROCESS OUTLINED IN VERIZON'S PRESENTATION MEET THE REQUIREMENTS OF THE TRO?

A. No. Although Verizon's presentation provided few details, its batch hot cut process is clearly inadequate. As further information regarding Verizon's batch hot cut process is

[12] See Exhibit MDV-8 for excerpts from Verizon's October 28, 2003 presentation.

made available through this proceeding, AT&T will supplement these comments in its rebuttal testimony.

Q. PLEASE DESCRIBE THE DEFICIENCIES IN VERIZON'S BATCH HOT CUT PROCESS, BASED ON YOUR REVIEW OF ITS PRESENTATION FROM THE FLORIDA BATCH HOT CUT WORKSHOP.

A. First, the FCC said that the "states should decide the appropriate volume of loops that should be included in the 'batch'." TRO ¶ 489. Verizon did not address batch volumes, but did briefly address scalability on slide 15 of its presentation. It appears that Verizon believes that current UNE-P and UNE-L activities should be used to estimate volumes, but it does not address the impact of win-backs by Verizon or other central office activities on the workload of Verizon personnel. Nor does it address the impact of IDLC, line-splitting, CLEC-to-CLEC migrations, collocation issues, and central office space issues, such as how long it takes to provision a hot cut and how many Verizon personnel can work simultaneously at a frame. Without addressing these issues, Verizon cannot demonstrate to this Commission that it is capable of handling overall mass market volumes, including the appropriate size of an individual batch.

Second, the FCC said that, "in conjunction with incumbent LECs and competitive LECs, [states must] approve specific processes to be employed when performing a batch cut." *Id.* ¶ 489. As I described above, AT&T has not yet attempted to work with Verizon on a bulk or batch process in Florida. However, AT&T has not been able to reach agreement with Verizon in New York on an acceptable bulk hot cut process, and is currently participating in a proceeding at the New York Commission on this issue.[13]

[13] Case 02-C-1425 –Proceeding on Motion of the Commission to Examine the Process, and Related Costs of Performing Loop Migrations on a More Streamlined (e.g. Bulk) Basis

Third, states must "determine whether the ILEC is capable of migrating batch cutovers in a timely manner." *Id.* Verizon's presentation (page 17) indicates that after the CLEC sends an LSR signifying a batch hot cut, Verizon gives "a future due date" to the order, and that "batch hot cut orders are accumulated on a CO-by-CO basis." Thus it appears that the end-users wishing to migrate to a CLEC are placed in limbo until Verizon creates a batch. This is hardly timely when compared to the migration intervals for UNE-P customers or long distance PIC changes.

Fourth, states must "adopt TELRIC rates for the batch cut activities they approve." Verizon's presentation (page 14) indicated that there were "economic issues," but did not propose rates for its process. Further, Verizon appears to accept that the TRO requires "keeping costs down." Verizon does not, however, address the TRO requirement that the batch process be "low cost." *Id.* ¶ 487. Nor does it provide any information that this Commission requires to "address the costs and timeliness of the hot cut process." *Id.* ¶ 488.

Q. DO YOU BELIEVE THAT A BATCH PROCESS HAS REASONABLE PROSPECTS FOR ALLEVIATING THE OPERATIONAL AND ECONOMIC PROBLEMS THE FCC FOUND IN THE INDIVIDUAL HOT CUT PROCESS?

A. No. While AT&T has sought the implementation of bulk hot cut processes to improve the existing manual process, the improvements that AT&T sought were intended to augment *existing* manual provisioning processes. Project-managed, after hours, bulk transfers of customers on a central office and CLEC specific basis could improve the quality and efficiency of the hot cut process, and allow AT&T and other CLECs to make use of their facilities in the limited cases where such migrations are otherwise feasible. It was never contemplated that such a process, if implemented, would be adequate to support the migration volumes of customer's analog loops sufficient to serve the entire mass market.

However, BellSouth's proposed bulk ordering process, as well as AT&T's proposed hot cut process, are almost entirely manual by design. Indeed, although the process is called "batch" or "bulk", each physical loop cutover is done individually, just as they are for "individual" hot cuts. Even the best manual processes that could be operationalized today, including any batch migration process, cannot sustain competitively unconstrained migrations of hundreds of thousands of mass market customers among all carriers.

Q. WILL THE IMPLEMENTATION OF A BATCH HOT CUT PROCESS ELIMINATE ECONOMIC IMPAIRMENT?

A. No. First, any efficiency gains realized from a manual batch hot cut process likely will be too small to result in substantial reduction of the overall costs required to extend mass market analog loops to CLEC switches. Critically, a batch provisioning process does not relieve any of the economic impairment that results from the collocation, digitization, concentration and backhaul costs that a CLEC must incur to connect the ILEC loop to its switch. *See* Direct Testimony of AT&T Witness Steven E. Turner.

Q. WHAT OPERATIONAL CONSTRAINTS ON COMPETITION SHOULD THIS COMMISSION REVIEW?

A. First, this Commission should review the capacity constraints of any proposed batch cut process. Capacity limitations are imposed by the physical structure of the network and the manual nature of the process. Second, the Commission should conduct a review to ensure that all types of service configurations are accommodated in any proposed batch provisioning process. For example, current batch provisioning processes do not address the following significant market components: customers served by Integrated Digital Loop Carrier ("IDLC") loops, customers in a line splitting arrangement, and customers migrating

between CLECs. Unless these service configurations are included, CLECs have no choice but to use the current inadequate individual hot cut process for these tens of thousands of customers, and leave them out of the "improved" process that the FCC requires. Third, this Commission should review BellSouth policies that impede CLECs from obtaining unbundled local switching from third parties. Fourth, migrating all mass market customers served by CLECs to UNE-L is likely to create new operational constraints. For example, new traffic patterns from the ILEC's switch-to-switch network to the ILEC's tandem network may increase the blocking of interconnection trunks behind the ILEC's tandem switches and create congestion in the ILEC's tandem switches. In developing a new batch hot cut process, this Commission must investigate and understand those concerns to assure that customers served by CLECs receive quality service.

A. Any Batch Process Must Address Capacity Constraints

Q. WHY IS THE CAPACITY OF THE ILEC'S HOT CUT PROCESS IMPORTANT TO THIS PROCEEDING?

A. An ILEC's ability to provision mass market customers' analog loops easily and quickly between carriers at the volume or "scale" required for competition in the mass market is central to the issue of operational impairment. Clearly, if an ILEC's hot cut process creates a bottleneck or otherwise constrains the number of analog loops that can be provisioned, CLECs are operationally impaired in serving mass market customers. There is no question that current hot cut processes are predominantly manual. As such, they impose limits on the number of customer's analog loops that can be provisioned in any given day and the number of customers a CLEC can actually migrate to its services.

This manual process stands in glaring contrast to an ILEC's ability to transfer new mass market long distance customers to its services at very low cost, in very high volumes, and in a short period of time using the highly automated PIC change process that the industry has developed over the past 20 years. There are no practical limits on an ILEC's ability to provision new long distance customers through the time-tested electronic PIC migration process. If an ILEC cannot develop a hot cut process that meets the needs of the competitive mass market for local services commensurate with the scale achieved in the long distance market, then CLECs are operationally impaired, as they are relegated to manual processes which limit their ability to acquire local customers, while the ILEC enjoys virtually unconstrained ability to provision both its local and long distance service electronically.

The TRO recognizes that, in making operational and impairment decisions, state commissions must look to all factors affecting likely revenues and costs. *See* TRO at n. 1497. ILECs will have limited costs and complete lack of operational constraints when it utilizes the PIC process for acquiring long distance customers for its bundled local and long distance service offering. That same kind of efficient, seamless, high-volume, low cost process for CLECs attempting to acquire local customers for the CLEC's bundled local and long distance service offering is necessary to ensure a level competitive playing field. If local competition for mass market customers is to be maintained and encouraged, the process for switching local carriers must be as seamless and unobtrusive to the end-user as the PIC change process.

Q. DID THE FCC ADDRESS THIS CAPACITY ISSUE?

A. Yes. The FCC's Triennial Review Order expressed a number of significant concerns regarding the capacity limitations of the hot cut process. First, the FCC found that hot cut

capacity "is limited by several factors, such as the labor intensiveness of the process, including substantial incumbent LEC and competitive resources devoted to coordination of the process . . . and the ***practical limitations on how many hot cuts the incumbent LECs can perform without interference or disruption.***" *Id.* ¶ 465 (emphasis added) (citations omitted). Second, the FCC stated that "[i]n deciding whether competitors are impaired by incumbent LEC provisioning processes, we must necessarily make a predictive judgment concerning this systemic capability to handle anticipated future hot cut volumes, which (absent access to unbundled local circuit switching) would be greater than volumes that have been experienced in the past . . . . Having reviewed the record evidence, ***we find that it is unlikely that incumbent LECs will be able to provision hot cuts in sufficient volumes absent unbundled local circuit switching in all markets.***" ¶ 468 (emphasis added). Third, the FCC found that "the issue is not how well the process works currently with limited hot cut volumes, rather the issue identified by the record is ***an inherent limitation in the number of manual cut overs that can be performed***, which poses a barrier to entry that is likely to make entry into a market uneconomic." *Id.* ¶ 469 (emphasis added) (citations omitted).

Q. DOES BELLSOUTH'S CURRENT HOT CUT PROCESS HAVE SUFFICIENT CAPACITY TO SUPPORT MASS MARKET VOLUMES?

A. No. While BellSouth has produced no explicit information demonstrating its capacity to perform hot cuts, stating only that they are "scalable depending on volumes" (*See* BellSouth's response to AT&T Interrogatory No. 8, attached as Exhibit MDV-9), other information provided by BellSouth can be used to draw a reasonable conclusion on this issue. First, this information indicates, as I would expect, that there is a physical limit to the number of hot cuts that can be performed per technician per day. For example, in its state 271

proceedings and the FCC Triennial Review proceedings, BellSouth provided a pictorial depiction of the central office activities required to implement a hot cut including, pre- and post-cut testing, wiring, coordination, and cut-over of the circuit (*see* Exhibit MDV-10). This straight-forward example uses a single sided distribution frame, with the work at a floor level. Much more complex frame configurations are more likely to be encountered, including configurations involving intermediate as well as main distribution frames, frames located on different floors, frames with more tiers, frames that require multiple cross connections, as well as differing technologies such as solder, punch down, and /or wire wrap terminals.

As is clear from BellSouth's own representation, the hot cut process involves numerous steps, is highly manual and takes place in an environment that lends itself to (1) disconnecting the wrong loop, (2) cross connecting the loop to the wrong CFA, (3) inadvertently breaking cross-connection wires on the frame for end-users not involved in the hot cut while running in the new or disconnecting the old jumper pairs, and (4) making poor connections on the terminal block. All these errors will lead to a customer service outage which can be lengthy should the problem go undetected by the person who made the error.

Further, BellSouth's response to AT&T Interrogatory No. 11 attached as Exhibit MDV-11, indicates that it takes central office personnel working directly on the central office frame(s) between 30 to 50 minutes for the initial loop on an order to be cut over and from 21 to 25 minutes for each additional loop. That equates to a maximum of 14 line conversions per shift for a technician working seven hours at an average of 30 minutes per loop conversion. This prediction is consistent with Bell South's response to AT&T Interrogatory No. 44, attached as Exhibit MDV-12, an analysis it conducted for an FCC Ex Parte, in which

it was assuming that in 2 to 3 shifts of technicians working per day, each technician would complete 12 to 13 conversions per shift.

Moreover, there is a limit to how many technicians can work simultaneously at a distribution frame. Again, BellSouth's own data amply demonstrate this point. For example, central office "HLWDFLWH" had 14,506 lines and BellSouth estimated that it would take 6.98 months to convert the lines in that one central office.[14] BellSouth further stated in its response to Interrogatory 44 that in making this estimate, it assumed (because this was a large office) 6 frame technicians dedicated to this task during the day and 12 at night, for an average of 9. It also stated that it assumed each technician would conduct approximately 11.5 cuts per day for approximately 104 conversions per day. Therefore, even in this "large office" with well over 100,000 lines, BellSouth would only convert 104 lines per day, even with working two shifts of up to twelve technicians.[15] Maximum migrations of volumes such as these, which comprise a tiny fraction of the available customers, are a completely inadequate number to support meaningful UNE-based competition.

Finally, it is important to keep in mind that the BellSouth personnel responsible for the hot cut frame work are not dedicated exclusively to this task. Consideration must be made of the personnel and space availability requirements for *other simultaneous* central office activities such as new service installations for both BellSouth and CLECs, migrations back to BellSouth, troubleshooting and repairing frame related troubles on existing lines. For example, when BellSouth technicians install new wires on the Main Distribution Frame

[14] See Exhibit MDV-13 for excerpts from December 24, 2002 Ex Parte of BellSouth filed in FCC WC Docket 01-338.

[15] The largest number of loop conversions conducted to date in this central office was 69 on May 23, 2001. Indeed, in a review of the daily hot cuts over a three-year period for all BellSouth's Florida central offices (28,725 instances) revealed only 106 instances of more than 50 cuts per day. See BellSouth response to AT&T Interrogatory 4.

"MDF" for an existing customer migration, the technicians will also have to perform a separate job (or jobs) to disconnect and remove (or "mine") the existing wires from the MDF.

Q. WHAT CAPACITY TO MANUALLY PROVISION LOOPS FOR THE MASS MARKET SHOULD BE REQUIRED?

A. The appropriate model for an analysis of required capacity is the activity in the long distance market, which is actively competitive, and therefore representative of the level of competition sought by regulators and the CLEC industry. There, the average "churn rate" – the percentage of all customers making a carrier change – is approximately 25% of all lines in a year.[16] In BellSouth Florida territory, that level of churn would mean if customers were moved from one carrier to another using UNE-loops exclusively, the churn would be approximately 123,958 lines per month. (Based on BellSouth's September MSS Customer Trouble Report Rate report that states it has approximately 5,950,000 POTS lines in service in Florida (retail POTS, resale, UNE-P, and analog UNE-L). This equates to 5,635 hot cuts per business day. In such a market, BellSouth would have to perform more hot cuts in a day--every business day--than it currently performs in up to a three-month period of time.

The *minimum* standard against which BellSouth's capacity should be assessed is the amount of hot cuts BellSouth would need to perform in a market in which competition currently relies on both UNE-P availability and UNE-L availability but, if unbundled local switching is not available, would rely on only UNE-L availability. In other words, the Commission should compare loop volumes to UNE-P volumes to see if BellSouth is indeed capable of performing the former type of customer transfer at the same level as the latter.

[16]From the Yankee Group's 2003 TAF (Technologically Advanced Family) survey- a national household survey mailed to several thousand US households during the second quarter of the year. The study sample is selected from a Consumer Mail Panel of 600,000 representative households, which is updated annually.

Elimination of UNE-P should never be allowed to materially restrict competitive choices that consumers have today. According to BellSouth's response to AT&T interrogatory 32 (See Exhibit MDV-1), it has issued an average of 28,959 service orders per month to migrate customers to UNE-P in Florida during a recent 14-month period.[17] During that same period, BellSouth issued an average of 207 migrations to UNE-L orders per month. (See Exhibit MDV-2). Thus, BellSouth has processed on average ***140 times more*** UNE-P migration orders each month than it has UNE-L migration orders.[18] In short, converting from using UNE-L for specialty market situations into UNE-L for the mass market requires scaling by a factor of 140 to 1.[19]

Q ARE THERE OTHER PHYSICAL STRUCTURE ISSUES THAT LIMIT THE CAPACITY OF BELLSOUTH'S HOT CUT PROCESS IN FLORIDA?

A. Yes. The rate at which BellSouth can conduct hot cuts is also adversely affected by the extra dispatches of technicians required by: (1) unmanned central offices, and (2) hot cuts involving IDLC loops, which will require a field dispatch.[20] For example, 23% of

[17] While the number of orders issued is not equal to number of orders completed, it is a reasonable surrogate for purpose of this analysis. If BellSouth responds to pending AT&T discovery requests, these numbers can be refined in future testimony.

[18] These numbers do not include migrations back to the ILEC, which also require provisioning work. In assessing BellSouth's capacity to do the work required, those volumes must be added. Indeed, these numbers may be significant. For example, while this data indicates that BellSouth completed approximately 27,000 UNE-P migration orders, data from the July and August 2003 MSS Customer Trouble Report Rate reports indicates that there was only a net increase of 8000 UNE-P lines in August from July. If BellSouth responds to pending AT&T discovery requests, these numbers can be refined in future testimony.

[19] Both these models are conservative in that they do not include the additional work that would be created if any markets are found not be to impaired and thus the embedded base of UNE-P must be migrated.

[20] Field dispatches are not required in these two scenarios when migrating a customer to UNE-P.

BellSouth's overall central offices are unmanned, with over 15,000 UNE-P lines provided to customers served from those unmanned locations. (*See* BellSouth response to AT&T Interrogatory No. 1 attached as Exhibit MDV-14).

Further, 31.8% of BellSouth's lines in Florida are served using Integrated Digital Loop Carrier ("IDLC").[21] As described below, loops on IDLC do not have an appearance on BellSouth's MDF and thus cannot be transferred (if at all), without additional work. At a minimum, a technician would have to be dispatched to transition the service to Universal Digital Loop Carrier ("UDLC") or copper facilities, if they are available.[22] As described earlier in my testimony, only 2% of UNE-P orders required field dispatch. However, approximately 31.3% of the hot cuts require field dispatch as they are on IDLC (See BellSouth response to AT&T's Request for Production of Documents ("POD") No. 14 attached as Exhibit DMV-16). Based on these two available IDLC percentages of 31%, BellSouth would have to dispatch technicians over 200,000 times just to convert the existing embedded base of UNE-P.[23] Dispatches such as these add complexity to the cut and could well lengthen the cut interval.

BellSouth recognizes these issues. In its response to AT&T's POD 14 (See Exhibit MDV-16), BellSouth stated "[a]dditional time to provide loops where existing service is provided over IDLC is necessary due to the fact that the process for handling a hot cut

[21] See Exhibit MDV-15-May 5, 2003 letter from Laurel MacKenzie of BellSouth to Denise Berger of AT&T.

[22] *Id.*

[23] According to BellSouth's September 2003 MSS Customer Trouble Report Rate report, BellSouth had 675,729 UNE-P lines in service. 31 per cent of 675,729 is 209,475.

conversion is *significantly different* than with non-IDLC." Certainly the travel time and extra personnel required add to the cost and reduce the efficiency of the overall process. None of these problems affect customers served by UNE-P.

Q. DOES BELLSOUTH HAVE THE SPARE COPPER LOOP FACILITIES OR UDLC SYSTEMS TO MOVE THIS QUANTITY OF LINES OFF OF IDLC SYSTEMS?

A. BellSouth's data, provided in its response to AT&T Interrogatory No. 23 (attached as Exhibit MDV-17), indicated that of the total of 2,301,238 loops on IDLC in Florida, 1,901,063, or 82% have existing parallel copper or UDLC facilities available for hot cut conversions. Accordingly, for 18% of the market, spare copper facilities are not available.

Q. ARE THERE CENTRAL OFFICES THAT HAVE LESS SPARE CAPACITY AVAILABLE?

A. Absolutely. For example, of the 195 central offices listed in BellSouth's response to AT&T's Interrogatory 23, 69 (42%) of the central offices had between 10,000 to 116,000 IDLC lines per office (with the remainder having less than 10,000). Of these 69 larger offices, 34 have less than half of the spare copper or UDLC facilities sufficient to replace IDLC loops currently serving customers.

Q. CAN YOU GIVE SOME SPECIFIC EXAMPLES OF THIS PROBLEM?

A. Yes. In the chart below are ten examples of central offices where, of all the lines on IDLC, only one quarter to one half of those lines on IDLC have spare capacity facilities available for hot cut conversions.

CLLI Code	Address	IDLC Loops	Total Spares	%
bcrtflsa	Boca Raton	37,159	8973	24.15
pnscflfp	Pensacola	29,080	14,760	50.76
fildflwn	Ft. Lauderdale	32,415	8,728	26.93%

hlwdflpe	Hollywood	116,900	26,165	22.38%
jcvlflwc	Jacksonville.	21,332	9,122	42.78%
mlbrflma	Melbourne	58,383	19,045	32.62%
orldflph	Orlando	74,315	19,315	25.99%
strtflma	Stuart	31,852	15,917	49.97%
wpbhflga	Palm Beach Gardens	44,186	19,155	43.35%
wwspflsh	Spring Hill	25,845	3,287	12.72%

Q. DOES BELLSOUTH HAVE AN OBLIGATION TO PROVIDE AN UNBUNDLED LOOP WHEN AT&T REQUESTS A LOOP SERVICED BY AN IDLC SYSTEM?

A. Yes. First, BellSouth has an obligation as described in the Florida AT&T/BellSouth Interconnection Agreement to unbundle IDLC delivered loops, using one of several alternative methods, where available. (See Attachment 2, Section 3.11 of the Interconnection Agreement). Further, the TRO requires BellSouth to develop an alternative that permits the customer's choice to be effectuated. TRO ¶ 297 (citations omitted).

Q. IN LIGHT OF BELLSOUTH'S OBLIGATIONS, DOES AT&T HAVE CONCERNS REGARDING ITS ABILITY TO OBTAIN UNBUNDLED LOOPS FROM BELLSOUTH?

A. Yes. If switching is eliminated as a UNE, the demand for unbundled loops may well be unlike anything BellSouth has experienced to date, and the CLECs have no assurance that BellSouth will not experience capacity issues due to IDLC loops, especially in those central offices with high percentages of IDLC loops. AT&T is concerned that because of this prevalence of ILDC lines in many of BellSouth's central offices, CLECs may find themselves having to caveat all of their service offer marketing materials with language such as, "if available in your area." CLECs will also have to overcome negative word of mouth publicity because of their inability, through no fault of their own, to provide service to a customer.

Q. ARE THERE OTHER CONSTRAINTS ON THE CAPACITY TO PERFORM HOT CUTS CAUSED BY THE MANUAL NATURE OF THIS PROCESS?

A. Yes. Electronic order flow-through is an important component of capacity, as each instance of manual (human) intervention decreases efficiency and lengthens the provisioning interval. For example, when a service request flows through the ordering OSS without manual intervention, BellSouth is required to return a rejection in one hour or a FOC in 3 hours. However, if it falls out for manual handling, that interval becomes 10 (business) hours, which in most cases means that BellSouth can delay the order for a full day if it does not flow through. (BellSouth provides no performance data on the frequency and duration of fall-out from its provisioning systems) Further, BellSouth's current rate of manual intervention for loop migration orders is significant. The percent of orders migrating service to UNE-L which were manually handled by BellSouth in Florida were significant: June 2003 - 76.1%, July 2003 - 69.7%, and August 2003 - 76.3%. In contrast, the UNE-P migration orders requiring manual handling for June, July and August, 2003 were as follows: 17.4%, 17.1%, and 15.6%. Thus, while the orders migrating service to UNE-L were handled manually on average 74% of the time, orders migrating service to UNE-P were handled manually on average only 17% of the time. (See Exhibits MDV-1 and MDV-2). With three quarters of the UNE-L migration orders requiring manual intervention, it is obvious that productivity will be impacted if the volumes of orders were increased many-fold.

B. <u>Any Batch Process Must Address the Segments of the Market That Pose Special Challenges</u>

Q. WHAT SEGMENTS OF THE MASS MARKET POSE UNIQUE CHALLENGES FOR ANY MANUAL BATCH PROVISIONING PROCESS?

A. Customers served by IDLC loops, customers in a line splitting arrangement, and customers migrating between CLECs pose a problem for the hot cut process. As a technical

matter they pose some process challenges. In addition, BellSouth's and Verizon's policy choices may well exclude them from a batch provisioning process.

1. IDLC

Q. WHY DO CUSTOMERS SERVED BY IDLC LOOPS POSE SPECIAL CHALLENGES FOR A BATCH PROVISIONING PROCESS?

A. The architecture of the loop/switch combination on IDLC loops is substantially different from other mass market loop architectures. Instead of aggregating copper loops in cables and carrying them all the way to the MDF at the central office, the ILEC brings the loop first to IDLC equipment that is housed in a remote terminal in a neighborhood. The IDLC at the remote terminal converts the analog signals coming from the customer's telephone service to digital signals and multiplexes all the digital signals for all of the customers served by the IDLC onto a digital carrier system for transmission to the central office. At the central office, the digital loops bypass the MDF altogether and access the switch directly through a digital cross-connection frame. No analog signal or physical reappearance on an MDF is ever re-established to identify an individual subscriber's loop. Therefore, when a customer is served by an IDLC loop, there is no separable wire at the MDF that is associated with his/her individual loop that can be disconnected and reconnected to a CLEC's collocated equipment. Therefore, if a CLEC wishes to use its own switch to serve a customer that is currently on an IDLC system, BellSouth must first physically move the customer's line to a pre-existing copper facility or to a UDLC system. Loops that arrive in the central office on a UDLC system have an appearance on the MDF and therefore can be cross-connected to a CLEC's collocated equipment. As a result, loop migrations involving IDLC involve a field dispatch. RBOCs, such as SBC and Verizon-NY which have performed bulk hot cuts, have limited them to migrations that could be performed solely

within the central office where the bulk cut-over was being conducted. When the ILECs in Florida are ordered to provide batch hot cuts, it is essential that IDLC, a significant portion of the market, not be excluded from the process.[24]

2. Line Splitting

Q. WHY WOULD CUSTOMERS IN A LINE SPLITTING ARRANGEMENT POSE SPECIAL CONCERNS IN ANY INSTANCE WHERE SWITCHING IS ELIMINATED AS A UNE, AS WELL AS IN DEVELOPING A BATCH HOT CUT PROCESS?

A. Line splitting is an arrangement that allows a DLEC (Data Local Exchange Carrier) and a CLEC to provide data and voice service over a single loop. The voice and data carriers may be the same or two different carriers. Line Splitting consists of:

(i) a UNE loop, a UNE switch port, and cross connections at a BellSouth central office,

(ii) a BellSouth owned or D/CLEC owned splitter, and

(iii) a D/CLEC owned DSLAM.

With line splitting, the voice service typically uses BellSouth facilities purchased by the CLEC as an unbundled loop and port. Since this service configuration uses both the ILEC loop and the ILEC voice switching, it is referred to here as "UNE-P based" line splitting. Exhibit MDV-18 depicts BellSouth line splitting arrangements with a D/CLEC providing the splitter, and with BellSouth providing the splitter. In both cases, the voice output of the splitter appears on the BellSouth MDF and is cross-connected to the BellSouth switch port. While there is no technical reason that the output of the BellSouth splitter could not be hot cut to the voice CLEC directly from the MDF, as a matter of policy, BellSouth refuses to do it. Moreover, BellSouth does not include line split lines in its current bulk hot cut process.

[24] As stated earlier in my testimony, BellSouth serves 31.8 percent of its customers using IDLC technology in Florida.

Q. HOW WOULD A CLEC PROVIDE DSL SERVICE TO ITS CUSTOMERS IF UNE-P, AND THUS UNE-P BASED LINE SPLITTING, WERE NO LONGER AVAILABLE?

A. In order to be able to provide voice and data services over a single loop, as is available via UNE-P based line splitting today, CLECs instead would have to provide DSL service via a UNE-L based line splitting arrangement, which is sometimes referred to as "loop splitting."

Q. PLEASE DESCRIBE YOUR UNDERSTANDING OF HOW UNE-L BASED LINE SPLITTING WOULD BE IMPLEMENTED IN BELLSOUTH TERRITORY.

A. UNE-L line splitting is the process by which a CLEC and a DLEC may collaborate to provide both voice and DSL service over a single copper loop without the use of ILEC provided switching. The CLEC would use a BellSouth provided loop and a non-BellSouth switch to provide voice service, and either self-provide or partner with a DLEC which would provide the data service using the high frequency portion of the loop and its own data switching network.

The only practical process available in BellSouth territory by which CLECs and DLECs can implement UNE-L line splitting today is through the use of pre-wired (dedicated) cage-to-cage cabling between their respective collocations to enable interconnection of the necessary equipment (splitter, DSLAM, and DLC). [25] A CLEC such as AT&T can only interconnect between its collocation and those of another collocated CLEC if the interconnection agreements between BellSouth and AT&T and BellSouth and the other

[25] CLECs could theoretically install non-dedicated cage-to-cage cabling between their collocations, but this would require a dispatch to each party's collocation cage to implement each new voice/DSL customer's service. The recurring dispatch costs make such an arrangement both operationally and economically infeasible.

CLEC both contain co-carrier cross connect language. See Exhibit MDV-19 for a depiction of a UNE-L Line Splitting arrangement using a single DLEC partner.

Q. WHAT OPERATIONAL CONCERNS ARE ASSOCIATED WITH USING THIS UNE-L LINE SPLITTING OR LOOP SPLITTING ARRANGEMENT COMPARED TO UNE-P LINE SPLITTING?

A. It is far more difficult for a CLEC to offer a DSL/voice bundle under a UNE-L arrangement than under UNE-P. For example, UNE-L line splitting adds operational complexity and risk, costs, and potential customer impact associated with cage-to-cage cross-connects and routing the CLEC's voice path through a DLEC's collocation space.

Q. PLEASE DESCRIBE THE OPERATIONAL COMPLEXITY AND THE ASSOCIATED RISK TO CUSTOMERS IN MORE DETAIL.

A. Assume that a CLEC and a DLEC have partnered to provide voice and DSL service using a UNE-P based serving arrangement (i.e. an ILEC provided loop and ILEC circuit switching) and that the DLEC provides the splitter being used. In this scenario, as with an ordinary hot cut, the customer's loop is delivered to the DLEC's collocation over a cable pair that passes through the BellSouth distribution frame. The cable pair to be used is identified at the BellSouth distribution frame by the Connecting Facility Assignment ("CFA").[26] Once at the DLEC's collocation, the high frequency signal present on the cable pair, (the DSL signal), is separated from the voice signal by the DLEC's splitter and is routed to its DSLAM, and ultimately connected out to its data network. The voice portion of the loop

[26] BellSouth provides CLECs with the circuit facility assignments (that is, cable and pair assignments for the cable between the CLEC's collocation arrangement and BellSouth's equipment such as distributing frames or cross-connect bays). CFAs are assigned to the CLEC at the time the CLEC's collocation arrangement is made available. Each CLEC is required to maintain its own circuit facility assignment records and assign each pair that the CLEC wants BellSouth to use in order to connect BellSouth facilities to the CLEC's facilities.

must be returned from the splitter in the DLEC collocation to the BellSouth frame (and ultimately the BellSouth switch) using a second CFA.

If instead that same CLEC and DLEC were to provide the same voice and DSL service to the same customer using a UNE-L arrangement, dedicated cage-to-cage cabling would be required, as would additional CFA management. In such a case, the customer's loop would still be delivered to the DLEC collocation from the BellSouth distribution frame on a cable pair identified by a CFA. However, the voice portion of the loop however would *not* be returned to BellSouth. Rather, it would be sent to a DLC in the CLEC's collocation area using dedicated cage-to-cage cabling, which would necessitate DLEC-to-CLEC CFAs.

The CLECs' Digital Loop Carrier (DLC) port in its collocation space that is used for voice only UNE-L service could not be used if the customer adds UNE-L based line split DSL, because the DLC port used to provide voice only service is pre-wired to the BellSouth distribution frame using dedicated cabling. Moreover, connections between the DLEC collocation and the CLEC collocation also use dedicated cage-to-cage cabling. The only alternative would be to dispatch a technician to recreate each connection. Thus the number of CFAs and the number of parties managing those CFAs increases when UNE-L line splitting is required. And, as a CLEC desires to have a business arrangement with more than one DLEC the problem becomes even larger. Exhibit MDV-20 illustrates the complexity of loop splitting when a CLEC chooses to have business relationships with multiple data providers.

Q. WHY DOES THE INCREASED NUMBER OF CFAS AND THE INCREASED NUMBER OF PEOPLE MANAGING CFAS CAUSE PROBLEMS?

A. First, maintaining proper CFA inventories has been problematic for the industry in general. Proper management of CFAs is critical to continuity of service for customers. If an incorrect CFA is used by either the ILEC or a CLEC, an end user may lose service or a change in service may be delayed. Accordingly, it is critical that all competitors, ILECs, CLECs, and DLECs maintain accurate CFA inventories and use appropriate CFAs. This becomes especially difficult in a UNE-L line splitting arrangement. The order exchange among the three parties in a UNE-L line splitting scenario must contain the information necessary for each party to determine what it is to provide, where and when. To accomplish this, the voice CLEC and the data DLEC must both send separate LSRs to BellSouth containing the CFA assignments for the BellSouth provided loop and the DLEC provided splitter. In addition, the CLEC and DLEC must select the same dedicated facility CFA between their two cages. Any differences in the CFAs on the two orders to BellSouth will cause them to be rejected and will cause delays. Likewise, if the CLEC and DLEC select different dedicated facilities between their cages, the order cannot be processed.

The greater the number of CFAs, the greater the number of potential breakage points in the service provisioning elements. This creates additional risk to the customer's voice service and greater difficulty in resolving any troubles, because the splitter is located in the DLEC's collocation cage rather than the CLEC's cage or the ILEC's common space. As a result, there must now be three parties involved in troubleshooting problems with a customer's voice service:

(i) the CLEC that owns the DLC and voice switch;

(ii) the DLEC that owns the splitter, through which the voice service passes; and

(iii) the ILEC, which provides the loop over which the voice service runs out to the end user's premises.

Thus, having the DLEC provide the splitter in a UNE-L line splitting configuration is quite different from having the DLEC provide the splitter in a UNE-P based line splitting arrangement. In the latter configuration, only the DLEC and ILEC need to be physically involved in troubleshooting complex voice problems. In a UNE-L line splitting arrangement, the ILEC, DLEC and CLEC must all be involved, and there are many more connections that could be causing the problem.

Q. PLEASE DESCRIBE THE COST IMPACTS TO AT&T OF USING A UNE-L BASED LINE SPLITTING ARRANGEMENT INSTEAD OF A UNE-P BASED ARRANGEMENT.

A. UNE-L line splitting will require rearrangements to add dedicated cage-to-cage cables and the pre-wiring of splitter ports, DSLAM ports and DLC ports to the cage-to-cage cables in advance of actually providing any service to end users. The smallest size increment available in pre-wired bundles for dedicated cage-to-cage cabling is 25 at a time. In order to mitigate the fixed costs of installation, however, CLECs would most likely want to wire most viable locations for 100 new customer installations per phase. The installation would have to include installation of more DLCs because, as described above, the DLCs used for voice only service would generally not be available. In order to avoid any increased maintenance costs, all pre-wired arrangements would be ready for service and thus would require power exactly as if they were in service. This factor automatically creates a surplus inventory that consumes power but generates no revenue. The additional cost of committing such network resources in advance is significant. For example, assume a CLEC with an established collocation providing voice service were to add the necessary equipment to be able to partner

with a DLEC collocated approximately 50 feet away from the CLEC in the ILEC central office. The CLEC would provide DSL service to its customers via UNE-L line splitting arrangements described above. The CLEC would incur the following up front costs for *each* DLEC with whom it chose to partner.

DLC Bay – One Shelf	$30,556.00
Pots Bay –Termination Block	$1,001.00
Cage to Cage Connectivity Costs–Non ILEC	2,445.00
Application Fee to BellSouth	$584.11
Total up front costs	34,586.11

Additionally, BellSouth charges $625.00 per month for electrical power. Importantly, these costs are extremely conservative, as they do not include OSS costs for such items as additional CFA management, extra construction charges such as traversing fire stops (which can add hundreds, even thousands of dollars), and maintenance.

Q. DOES THE PROCESS YOU DESCRIBED MEET THE REQUIREMENTS OF THE TRO?

A. No. The FCC stated "we have also determined that an incumbent LEC's failure to *provide* cross-connections between the facilities of two competitive LECs on a timely basis can result in impairment." TRO ¶ 514 (emphasis added). The expensive and cumbersome process described above merely permits CLECs to cross-connect to each other; BellSouth does not *provide* the cross-connections.

3. CLEC-to-CLEC Migrations

Q. YOU MENTIONED THAT ANY BATCH PROVISIONING PROCESS MUST ADDRESS CLEC-TO-CLEC MIGRATIONS. WHAT ARE THE CONCERNS THAT ARISE WHEN A CUSTOMER SWITCHES FROM ONE CLEC TO ANOTHER?

A. As the mass market matures, migrations between CLECs will occur more frequently. Currently, there are no standard or agreed-upon processes or intervals between CLECs for responding to requests for information such as customer service records and other customer transition information that is needed to create service orders. Similarly, there are no standard processes for order status responses, such as FOCs and rejections. Further, the in-depth procedures needed for migrating the customer are lacking or ill-defined. For example, items as basic as agreed-upon intervals for migrating a customer from one CLEC to another have not been established. In addition, the ILEC will have to be involved in all hot cuts because it performs the necessary loop transfers and manages directory listing changes. However, requests to have the ILEC transfer the loop from one CLEC to another must be submitted to the ILEC manually, adding delay, error, and expense.

Accordingly, efficient processes must be developed for both the "winning" and the "losing" CLECs so they can place orders with the ILEC and interact with each other and the ILEC to have customers efficiently migrated. Without these improvements, the current lack of efficient and equitable ordering and provisioning processes for CLEC to CLEC hot cut migrations will create more delay, customer confusion, expense, and customer outages in the industry. In contrast, a CLEC to CLEC migration using UNE-P requires only an electronic order from the CLEC acquiring the customer. The CLEC losing the customer electronically receives or obtains a line loss report.

Q. DOES BELLSOUTH INCLUDE CLEC TO CLEC MIGRATIONS IN ANY BATCH PROCESS?

A. No. BellSouth's current bulk offering does not address CLEC-to-CLEC migrations.

C. Any Batch Process Must Address Wholesale Switching

Q. ARE CLECS ABLE TO OBTAIN LOCAL SWITCHING FROM THIRD PARTIES?

A. No. BellSouth's policies, practices, and systems effectively prevent a CLEC from being able to order a loop from BellSouth and switching from another CLEC, thus precluding CLECs from purchasing alternative local switching from wholesalers. For example, if AT&T were to submit a service request to purchase a loop from BellSouth and deliver it to another CLEC's collocation, BellSouth's systems could not process the order.

Q. WHAT IS REQUIRED FOR A CLEC TO BE ABLE TO ORDER A LOOP FROM BELLSOUTH AND WHOLESALE SWITCHING FROM ANOTHER CLEC?

A. Under today's processes, a CLEC sends BellSouth a Local Service Request ('LSR") that tells BellSouth, among other things, three critical pieces of information: (1) "who I am," (2) "where I want your service delivered," and (3) "where to send my bill." An LSR contains many fields into which the CLEC will insert the necessary information or codes to convey this information. Various industry groups and standards provide guidance as to the fields and codes used on an LSR, but BellSouth determines how the information will be used by its systems and in its databases after the LSR has been received.

As part of its "who I am" information on its LSR, the CLEC must provide BellSouth with its Access Customer Name Abbreviation ("ACNA"). The ACNA identifies who is to be billed for the services (*i.e.*, the loop) ordered. As part of its "where I want your service delivered" information on its LSR, the CLEC must also provide BellSouth with an Access

Customer Terminal Location ("ACTL").[27] The ACTL identifies the location where BellSouth's loop is to be delivered for connection with a CLEC's equipment. Accordingly, the ACNA tells BellSouth "who I am" and the ACTL tells BellSouth "where I want your service delivered."

Q. HOW DOES A PROBLEM ARISE?

A. BellSouth currently requires that the ACNA or "who I am" of the CLEC ordering service from BellSouth be the *same* as the ACNA associated with the ACTL or "where I want your service delivered" code. This requirement effectively precludes a CLEC from ordering a loop from BellSouth and connecting it to the collocation arrangement of a different CLEC in order to use that CLEC's switch.

Q. IS THERE ANY INDUSTRY REQUIREMENT THAT A CLEC ORDERING SERVICE TO BE DELIVERED TO A SPECIFIC LOCATION BE THE OWNER OF THAT LOCATION?

A. No. However, BellSouth's systems improperly include edits that require that the ACNA ("who I am") associated with the ACTL ("where I want your service delivered") on an order must match the ACNA submitted on the order. If United Parcel Service were to use the same concept or edit, they would be telling you that you can only send packages to your own address.

[27] "Where I want your service delivered" codes are actually address information. The principal "code" used for these purposes is the Common Language Location Identifier ("CLLI"), which is either 8 or 11 characters long and is developed in accord with guidelines provided by Telcordia, which also keeps the master CLLI Database. Each CLLI has an "owner," and that owner is identified in the CLLI Database by the owner's Interexchange Access Customer code, or ACNA. This CLLI code is used to populate the Access Customer Terminal Location ("ACTL") field. Connecting Facility Assignment ("CFA"), Cable Identification ("Cable ID"), and Channel or Pair Identification ("Chan/Pair") are another group of "codes," which, while they are different items, are commonly referred to as CFA. All tell BellSouth the actual physical point where it is to deliver its services to the CLEC. Often the terms ACTL and CFA are used interchangeably to represent this physical point of interconnection.

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Q. HOW DOES AT&T KNOW THIS PROBLEM EXISTS AT BELLSOUTH?

A. AT&T has experienced this problem in the limited cases in which it has ordered UNE loops from BellSouth. AT&T, because of its acquisition of TCG, owns collocations that were built pursuant to TCG's agreement with BellSouth as well as collocations that were built under AT&T's direct agreement with BellSouth. The codes used to describe TCG collocations are labeled "TPM" and the codes for the AT&T collocations are labeled "ATX." When an order sent to BellSouth using the "TCG" label seeks to purchase an unbundled loop from BellSouth and wants it directed to an AT&T collocation that is labeled "ATX," BellSouth's systems cannot electronically process the order.

Q. HOW WILL THIS PROBLEM AFFECT THE INDUSTRY AS A WHOLE?

A. BellSouth's systems currently look for a match between the codes for "who I am" and "where I want your service delivered." When these codes do not match, these orders fall out for manual handling. BellSouth has in the past addressed this problem for AT&T with a manual work-around that assigned a secondary code to identify all the collocations as belonging to AT&T. However, BellSouth has recently indicated to AT&T that "BellSouth has no plans to continue to service orders that require manual processing" caused by the use of multiple company codes, and reiterating its previous recommendation that AT&T pay for a mechanization upgrade to "allow multiple ACNA orders to flow-through BellSouth's systems without manual intervention".[28] This work-around (at best) or outright refusal to process orders (at worst) obviously will not be sufficient in a world in which CLECs may choose to purchase unbundled local switching from each other or from wholesale providers.

[28] See Exhibit MDV-21-July 21, 2003 letter from Jim Schenk of BellSouth to Denise Berger of AT&T.

CLECs must be able to order a loop and have that loop delivered to someone else's collocation space.

Q. HAS BELLSOUTH BEEN ABLE TO DEMONSTRATE AT ANY TIME DURING THE AT&T/BELLSOUTH DISCUSSIONS THAT ITS POSITIONS ARE SUPPORTED BY INDUSTRY STANDARDS OR TECHNICAL INFEASIBILITY?

A. No. In fact BellSouth's correspondence clearly states that its positions are based exclusively on its self-generated policy. Exhibit MDV-22 is a June 20, 2002 letter from Mr. James M. Schenk of BellSouth to Mrs. Denise Berger of AT&T. In this letter Mr. Schenk states:

> "It is BellSouth's policy not to accept assignments from CLECs other than the owner of the collocation space and associated cable assignments. Therefore, BellSouth's ordering and provisioning systems contains edits to prevent unauthorized assignment of its customer's collocation assets." (Letter, page 1)

Q. WHAT SHOULD THE COMMISSION DO TO SOLVE THIS BELLSOUTH CAUSED PROBLEM?

A. BellSouth unilaterally placed itself in the role of CLEC "asset policeman" implementing edits that are not required by any industry guidelines and that needlessly restrict CLECs' ability to do business in BellSouth's region. Having established these needless edits, BellSouth then declared all transactions that fail to pass its self-defined edits are "out of process" when in fact it is the edits themselves that are unjustified. BellSouth must have in place policies that do not impede competition. It should be required to delete these unnecessary edits. Moreover, any batch provisioning process must contemplate and provide for CLECs that want to use a third-party's switch.

D. Operational Constraints That Will Be Created If All Migrations Require UNE-L Conversions

Q. ARE THERE NEW OPERATIONAL CONSTRAINTS THAT WILL ARISE IF ALL UNE-P CUSTOMERS ARE MIGRATED TO UNE-L?

A. If UNE-P is no longer available to CLECs, there will be significant changes in traffic patterns and the items CLECs order from BellSouth. As a result, BellSouth's network may have insufficient capacity in certain instances and surplus capacity in others. Two specific examples are trunking and collocation space.

Q. WHAT IS TRUNKING?

A. The transport pathways that carry calls from switch to switch are called interconnection trunks. Within the local network, such trunks connect BellSouth's central office switches, CLEC switches to BellSouth switches, and may connect BellSouth's central office switches to tandem switches. Tandem switches often are used by ILECs to serve as a connector between central offices. Tandems are used because it is not always efficient to connect each central office to every other central office or to connect these offices for their full complement of traffic during peak times. In such cases, the ILEC will connect the central offices to a tandem switch. Traffic may flow from any central office switch to the tandem and then from the tandem to any other switch in the network.

Q. HOW WILL TRUNKING BE AFFECTED IF ALL MASS MARKET CUSTOMERS MUST BE SERVED USING UNE-L?

A. Many trunks will be over utilized while some may be under utilized. To understand these impacts, the Commission must first recognize that, with UNE-P, all traffic travels on BellSouth's transport network. If BellSouth connects Central Office 1 with Central Office 2

using direct trunking, all calls between those switches will generally travel through that trunk without every passing through a tandem switch. If, however, all CLECs must provide service using their own switches, those switches will principally be connected to BellSouth's network using BellSouth's tandem switches, because the CLEC does not have the economies of scale to connect directly to each and every BellSouth local switch. Accordingly, nearly every call from a CLEC customer, whether to a BellSouth customer or to another CLEC's customer will have to pass through trunks connected to BellSouth tandems. When a trunk is carrying its total capacity for calls, the next call is blocked which means the customer gets a "fast busy" signal and the call cannot complete. If all UNE-P customers are migrated to UNE-L, significant blocking of trunks connected to the tandem or tandem switching congestion can be expected. Accordingly, the Commission must investigate the effects that forcing traffic onto UNE-L may have on BellSouth's tandem and interconnection facilities, to assure that CLEC customers' quality of service would not be degraded if CLECs no longer have access to UNE-P.

Conversely, in some cases, interconnection trunks between BellSouth central office switches may be under utilized. Because calls to and from CLEC customers will travel through BellSouth's tandem switch, there will be less demand for the shared transport between BellSouth's central office switches. However, the extra capacity there cannot be redeployed to accommodate this shift in traffic patterns.

Q. WHAT OTHER OPERATIONAL CONSTRAINTS WILL ARISE?

A. If unbundled local switching is no longer available to competitors, all competitors will have to install their own facilities in collocation space. It is unclear whether BellSouth will be able to accommodate the dramatic increase in the space that will be needed as CLECs

expand existing collocations or when new CLECs that were formerly UNE-P only providers seek to install equipment. At the very least, the interval to obtain and build out collocation space likely will increase. At the worst, sufficient space may not be available, especially in remote central offices that are generally very small in size.[29]

Q. ARE THERE OTHER ISSUES RELATED TO BATCH CUTS THAT THIS COMMISSION WAS DIRECTED TO CONSIDER?

A. Yes. The FCC also directed state commissions to consider whether (or the extent to which) temporary or "rolling access" to UNE-P would address all identified impairment. TRO ¶ 524. Rolling access to UNE-P is clearly not adequate to "cure" the many operational and economic issues for the reasons described in this and other AT&T testimony. For example, rolling access would not alleviate service outages caused by hot cuts; it would not resolve the economic impairment that results from the collocation, digitization, concentration and backhaul costs that a CLEC must incur to connect the ILEC loop to its switch; it would not correct the inefficiencies and errors created by the manual hot cut provisioning; and it would not overcome the capacity constraints which are created by the volumes of hot cuts required and exacerbated by scenarios such as IDLC, line splitting and CLEC-to CLEC migrations. Moreover, even if such rolling access were ordered by the Commission, it must allow the CLEC to acquire the customer using UNE-P before moving it to a UNE-L/CLEC

[29] The FCC identified available collocation space as an issue. TRO ¶ 513. "We find that the absence of sufficient collocation space in the incumbent central office or offices might in some markets render competitive entry impossible and thus result in impairment. We therefore direct the state commissions to consider evidence concerning the costs and physical constraints associated with collocation in a particular market. We direct state commissions to consider whether competitive entry is inhibited, or is likely to be inhibited going forward, by the exhaustion of available collocation space in the incumbent LEC's central offices. Evidence relevant to this inquiry would include, for example, the amount of space currently available in those central offices; the expected growth or decline, if any, in the amount of space available; and the expected growth or decline, if any, of requesting carriers' collocation space needs, assuming that access to unbundled switching were curtailed.

switch network configuration as AT&T is not aware of any methodology for transferring "batches" of customers that would not require the customers to first be acquired by the CLEC.[30] Further, as acknowledged by the FCC, "competitive LECs may face difficulties in accumulating enough customers to justify batch line migration processing *in both new central offices* and existing collocations." *Id.* ¶ 522 (emphasis added). Any such process must also include sufficient time for CLECs to accumulate enough customers to justify collocation, and enough time to then establish the collocation in new central offices. That said, even with these minimal requirements, such a process still would not address the operational and economic problems identified.

IV. AT&T'S RECOMMENDATIONS

Q. DID THE FCC IDENTIFY A STANDARD AGAINST WHICH AN ILEC'S HOT CUT PROCESS SHOULD BE MEASURED?

A. Yes. In describing a hot cut process that demonstrated "consistently reliable performance," the FCC recognized that for the migration of customers, UNE-P should be the standard of performance. It stated: "This review is necessary to ensure that customer loops can be transferred from the incumbent LEC main distribution frame to a competitive LEC collocation *as promptly and efficiently as incumbent LECs can transfer customers using unbundled local circuit switching*." TRO at n. 1574 (emphasis added). Thus, the appropriate comparison must be whether the ILEC can move customers served by UNE-L at the same volumes and performance levels as UNE-P. This is perfectly logical, since CLECs would be

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The state commissions shall consider this factor in determining whether to find that requesting carriers are not impaired without access to unbundled local circuit switching.

[30] The FCC stated that "we find that the availability of unbundled local switching -- even on a temporary basis -- may enable competitors to acquire customers, aggregate them, and migrate them to the carriers own switch in

forced to abandon UNE-P and substitute UNE-L if they are denied access to unbundled local switching.

Moreover, such a standard is required in order to provide parity to all carriers that seek to provide a bundle of both local and long distance services to mass market customers. ILECs today can (and do) add large numbers of long distance customers through the electronic PIC process, which is very comparable to the electronic OSS used to provide UNE-P service. If CLECs cannot have the same ability to add local customers, they are seriously impaired in their ability to provide similar bundled offers. Indeed, the RBOCs themselves have recognized that the ability to offer such bundles is a major competitive advantage in fending off CLECs and/or winning back CLEC local customers. Further, since the FCC's impairment standard requires a review of all costs and revenues a CLEC would incur, including long distance, CLECs must have the same ability to offer local/long distance bundles as the ILEC.

Q. WHAT CHARACTERISTICS SHOULD BE INCLUDED IN ANY BATCH CUT PROCESS CONSIDERED BY THIS COMMISSION?

A. While any batch process will very likely continue to contain too much manual work to significantly reduce the economic and operational impairment, the development of a batch cut process by this Commission would be of some benefit to competition, because it would facilitate CLECs' use of non-ILEC facilities in the limited situations where it is otherwise feasible to do so. The process should, at a minimum, address the following:

<u>OVERALL</u>

- As an initial matter, because it is based primarily on manual work, the batch process should be recognized as an interim solution with limited opportunities for

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a manner *that would not be feasible if the customers each had to be migrated individually* upon signing up with the competitive LEC. TRO ¶ 522 (emphasis added).

improvement over the current individual hot cut process. Therefore, to more effectively reduce CLEC impairment, the Commission should develop a plan with specific time frames to move to an electronic solution that requires fundamental changes to the ILECs' network architecture that currently creates operational and economic barriers to competitive entry to serve mass market customers.

- Any hot cut issue raised by any party that is not solved through the development and implementation of a batch process should be documented for further review by the Commission.

APPLICABILITY/SCOPE

- The batch process must include all mass market (residential and small business) customers, all types of loops used to serve such customers, and all types of transfers between all LECs. Thus, the process should be insensitive to the identity of the previous carrier and the technology that carrier uses to provide service. In addition, the process should not require CLECs to perform any pre-order activity to "qualify" that an unbundled loop can be migrated. In addition to existing UNE-P customers served over copper, UDLC, and NDGLC, at a minimum, the process must apply to:

    - IDLC loops
    - UNE-L based line splitting
    - CLEC to CLEC migrations

VOLUME/CAPACITY

- The batch process must support efficient migration of a sufficient quantity of bundled loops (equivalent to LD PIC changes/UNE-P volumes/churn of ILEC win-backs/CLEC to CLEC) to support a fully competitive mass market at quality levels no less than the UNE-P alternative that would be removed.

- Size of batch

    - The batch should be sized to permit the CLEC and ILEC to achieve cost efficiencies.
    - The batch (as well as the number of batches per day) should be sized to accommodate the overall number of migrations required to achieve the scale needed to handle mass volumes.

PROCESS REQUIREMENTS

- The batch process must operate in conjunction with an existing electronic customer acquisition process (*i.e.*, UNE-P).

- To facilitate a workable transition of customers between CLECs, the customer should first be migrated to UNE-P as a bridge between the UNE-L setup of each CLEC.

- The ILEC should provide CLECs the capability to identify which UNE-P customers/lines are eligible for a batch on a mechanized and batch basis (*e.g.*, the CLEC should not be required to do one-by-one prospective queries to determine if the conditions necessary to include a specific line in a batch are or are not met). The ILEC should also establish the electronic ability to provide a specific batch of potential telephone numbers to a CLEC when the conditions for a batch have been met.

- After receiving the notification from the ILEC that the conditions for a batch cut over are met, the CLEC must have sufficient lead-time to advise its customers of the need to reprogram features such as voice mail and speed dialing, and in appropriate cases sufficient lead-time to prepare its collocation equipment, switching equipment and/or technician time so the CLEC can accept the loops to be transferred.

- The CLEC should have the ability to schedule hot cuts and batch hot cuts at any point in a twenty-four hour day with the costs insensitive to the scheduled time of the hot cut (as in an electronic system such as UNE-P).

- "Batches" should be CLEC specific, *i.e.*, each "batch" should only apply to one CLEC.

- The batch process must be developed to provide equivalent OSS functionality to UNE-P transactions, including:

    - Equivalent electronic pre-ordering and ordering capability
    - Equivalent levels of flow-through for ordering and provisioning systems to increase accuracy and lower costs.
    - One LSR per migrating UNE-P customer / account
    - Directory Listings must remain AS-IS when converting from UNE-P to UNE-Loop

- Real-time electronic notification must be available for order status, testing status, and notification of individual loop cut completion.

- The Commission should include in its analysis the feasibility of interim automation of hot cut provisioning as part of the batch process.

<u>CUSTOMER CARE</u>

- There must be a self-executing process to immediately switch customers back to UNE-P if an individual cut fails, with follow-up electronic communication from the ILEC to the CLEC indicating the cause of the failure, how the ILEC will remedy the

failure and when the customer can be migrated to an unbundled loop. The rolling interval for affected loops/customers should restart.

ECONOMIC

- The batch process design must result in significant cost reduction for all involved parties.

VALIDATION, TESTING AND QUALITY ASSURANCE

- ILECs must prove they have systemic capability to handle the provisioning of hot cuts at volumes anticipated across all its markets in the absence of unbundled local switching. Therefore, once designed, the batch cut process must be subject to both pre-implementation and post implementation testing. Pre-implementation testing should include third party "time and motion" study of the hot cut process, and third party-monitored ILEC testing using its own collocation and migration of significant numbers of its own customers through hot cuts from direct connection to its switch to its collocation equipment installed to operate as a pseudo-CLEC specifically for this test. Post-implementation "testing" would include on-going commission review to determine if the batch hot cut process meets the needs of commercial mass markets in a manner that permits effective and efficient competition.

- The Commission must direct the ILEC to investigate, report and eliminate any negative impacts of large scale migration from UNE-P to UNE-L from the following:

    - E-911 "unlocks"
    - Number porting
    - Availability of repair testing capabilities
    - Repair databases
    - Billing system migrations, such as from Carrier Access Billing System ("CABS") to Customer Record Information System ("CRIS")
    - Provisioning systems such as Trunks Integrated Records Keeping System ("TIRKS")
    - Directory listing and assistance

- The Commission must direct the ILEC to investigate, report and eliminate any negative impact of large-scale migration from UNE-P to UNE-L on local network interconnection trunking and tandem performance.

- The Commission must direct the ILEC to report at a central office level the current number of working IDLC access lines and the spare parallel copper or UDLC facilities available to migrate these lines to, should the customer wish to change their local service provider. It should also provide its plans to provide an unbundled loop when spare parallel copper or UDLC facilities are not available.

- The process must include a method to insure CFA inventories between and among ILECs and CLECs are initially accurate and remain reconciled.

- Competitors must be guaranteed easy access to collocation sites, including the right to use reasonably qualified contractors (*i.e.*, ILEC should not be allowed to dictate the identity of contractors, provided they meet a reasonable skill set)

PERFORMANCE STANDARDS AND ASSURANCE

- Batch cut and other associated loop performance standards should be equivalent to performance for migrating a customer from retail to UNE-P.

- Key performance measurement factors must be in place:

    - Continue to measure at the most granular level feasible for each activity (FOC, rejection, missed appointment, cuts on time, service outage, etc.)
    - Create new measures for key activities unique to batch process, e.g. per centage of batches started on time and completed on time.
    - Eliminate current exclusions in performance measures for projects/batches
    - Create, if not currently in place, measures for % service outages during conversion, and average recovery time of outages
    - Revise/establish benchmarks to drive performance that protects end-users

- Self-executing financial consequences must be in place for ILEC failures to meet required performance standards. For all conversion service outages, these consequences should be commensurate with the average net revenue times the average life of the customer

Following are additional requirements should the Commission establish only temporary access to UNE-P:

- To mitigate customer confusion and frustration with the double migration that would occur if UNE-P were only available on a temporary basis, all of the features offered by the incumbent LEC should be made available to the CLEC at TELRIC rates. By doing so, customers would not be forced to change their programmable features such as speed dialing and voice mail multiple times during this rolling acquisition process.

- There must be exceptions to any established time limits that customers may remain in UNE-P "acquisition mode" pending placement into a batch for transition to UNE-L. These include:

    - The time needed to add new CLEC equipment (*e.g.*, DLC in collocation) or to augment CLEC facilities (e.g. transport) when the expansion or augmentation is not complete for reasons beyond its reasonable planning or control
    - The time needed to augment collocation space
    - Cases of ILEC collocation space exhaust

- The ILEC's inability to migrate customers to UNE-L within prescribed time frames
- ILEC failure to meet non-discriminatory service standards

Q. WHAT INFORMATION DOES THIS COMMISSION REQUIRE FROM THE ILEC TO DETERMINE IF ITS HOT CUT PROCESS IS SUFFCIENTLY SCALABLE TO SERVE THE MASS MARKET?

A. AT&T believes it is clear from available information that BellSouth's current hot cut process capability, demonstrated by its own data, is not capable of supporting mass market competition. However, in conducting any assessment of the capacity of BellSouth's hot cut process (quantity) along with adequate quality, it is essential for BellSouth to provide the following information, with appropriate and adequate supporting detail, so that the Commission can ascertain the relative capability BellSouth has to provision service to mass market customers:

1. Proof that a neutral, third-party, valid time and motion study has been conducted to determine the time it takes to perform all of the steps necessary on the frame to perform a hot cut, and that volume testing has also been conducted.
2. Determination of the ILEC's maximum daily hot cut throughput based on the output of the time and motion study and its current staffing levels.
3. The ILEC's estimate of the daily hot cut volumes it will face in a non-UNE-P environment and the supporting details on how it arrived at this estimate.
4. The ILEC's human resources strategy specifically outlining the number of additional people it will need and how it plans to recruit, hire and train these additional people.
5. Outputs from a third party-monitored ILEC testing using its own collocation and migration of significant numbers of its own customers through hot cuts from direct connection to its switch to its collocation equipment installed to operate as a pseudo-CLEC specifically for this test.
6. The ILEC's plans for converting the imbedded base of UNE-P customers while continuing to perform its normal day-to-day frame work.
7. Disclosure of an inventory of its access lines on IDLC facilities and the amount of spare copper/UDLC facilities that these lines can be migrated to.
8. Disclosure of an inventory of the collocation space readily available in each central office in Florida and its plan for how it will support the additional requests it could be expected to receive for new collocation arrangements and augments to

existing arrangements, together with the impacts that this plan will have on existing collocation intervals.

9. The ILEC's plans for how it will expand its tandem switching and associated transport network to accommodate all of the additional traffic it will be receiving from the CLEC switches.

10. The ILEC's plans for deploying new technologies to eliminate the manual efforts associated with a hot cut.

11. The metrics that the ILEC proposes that the Commission use to monitor its performance.

Moreover, the answers to these questions alone do not adequately describe what capacity or scalability means. In a fully competitive market, carrier changes occur in multiple directions: from ILEC to a CLEC, from a CLEC to an ILEC, from a CLEC to another CLEC. Mass-market scalability means that the ILEC can manage all of these types of transactions over its entire geographic footprint each day and every day. That is a substantial task that is being achieved in the long distance market using the PIC process and in the local market today using UNE-P. Further, as the TRO economic impairment test requires CLECs to use a model that includes both local and long distance revenues, failure to have comparable processes for use by ILECs and CLECs for both local and long distance will result in significant impairment to CLECs.

The ILECs should not be allowed to respond to this absolutely critical issue with vague assurances that its processes are scalable or otherwise capable of supporting mass market UNE-L competition.[31] Both central office specific and statewide analysis, documentation and testing is necessary, and the benchmark adopted must demonstrate

[31] *See TRO* n. 1437 ("We find, however, incumbent LECs' promises of future hot cut performance insufficient to support a Commission finding that the hot cut process does not impair the ability of a requesting carrier to provide the service it seeks to offer without at least some sort of unbundled circuit switching. While incumbent LECs state that they have the capacity to meet any reasonable foreseeable increase in demand for stand-alone loops that might result from increased competitive LEC reliance on self-provisioned switching, there is little other evidence in the record to show that the incumbent LECs could efficiently and seamlessly perform hot cuts on a going-forward basis for competitors who submit large volumes of orders to switch residential subscribers.")

BellSouth's ability to perform sufficient volumes to support a fully competitive market at the same performance level as UNE-P, in order to ensure robust mass market competition.

Q. IF THIS COMMISSION ORDERS, AND THE ILEC SUCCESSFULLY IMPLEMENTS, THE BATCH HOT CUT PROCESS AT&T REQUESTS, WILL THAT SUFFICIENTLY ADDRESS IMPAIRMENT ISSUES?

A. No. Although a batch process, if properly designed and performing at levels and volumes equivalent to UNE-P would address many specific operational impairment concerns, new operational issues are likely to arise as discussed above. And even if the BellSouth charges for hot cuts were reduced, that would affect only one of many additional costs that only CLECs face in attempting to provide service using non-ILEC switches. *See* Direct Testimony of AT&T Witness Steven E. Turner.

Q. ONE OF THE ISSUES THE FCC ASKED STATE COMMISSIONS TO ADDRESS WAS THE VOLUME OF LOOPS THAT SHOULD BE INCLUDED IN A BATCH. WHAT IS THE NUMBER OF HOT CUTS BELLSOUTH SHOULD BE ABLE TO RELIABLY PERFORM IN A GIVEN TIMEFRAME?

A. As described earlier in my testimony, based on its analysis of available data, AT&T has grave concerns regarding BellSouth's capability to perform at the volumes required to support the mass market. I also described the capacity standards (equal to level of long distance competition) that AT&T believes the Commission should require the ILEC to achieve. For example, if 2.1% of the Florida access lines change long distance carriers each month, then the ILECs' process for migrating local customers should also accommodate the same percentage churn for local loops.

Based on the volumes of hot cut orders the Commission determines that the ILEC be required to perform per day to facilitate mass market competition, it should then establish

batch sizes and numbers of batches per day sufficient to permit the required volume of transactions to occur.

Q. WHAT MUST THIS COMMISSION ORDER IN TERMS OF IMPLEMENTING ITS APPROVED HOT CUT PROCESS?

A. The FCC directed state commissions to "approve *and implement*" a batch cut migration process. TRO ¶¶ 423, 460 (emphasis added). Thus, this Commission must do more than simply order BellSouth to design a process; it must test BellSouth's process until it is proven to work. Otherwise, the Commission will have failed its task of approving "a seamless, low-cost process for transferring large volumes of mass market customers." *Id.* at ¶ 423.

Q. GIVEN THAT THE IMPROVEMENTS THAT CAN BE MADE TO THE CURRENT MANUAL PROCESS ARE ALMOST CERTAINLY INADEQUATE TO OVERCOME THE ECONOMIC AND OPERATIONAL IMPAIRMENTS IDENTIFIED BY THE FCC, WHAT OTHER SOLUTIONS SHOULD THIS COMMISSION CONSIDER?

A. As discussed above, the FCC found, on a national basis, that CLECs are impaired in their ability to provide local exchange service because, among other things, of the expense, delay and service degradation caused by the current, manual hot cut process. This should logically prompt state regulators to question whether, in an age of digital processing, any manual, labor-intensive, and error-prone system for loop migration will ever be efficient enough, both economically and technically, to support robust local exchange competition.

There is a means available that uses currently available technology and allows the provisioning of loops to be operationally and competitively neutral, making it the local service counterpart of "equal access" in the long-distance market. This is a process that AT&T has generically referred to as "electronic loop provisioning" ("ELP"). In this

environment, consumers would be able to change their local carrier seamlessly, and no carrier would have inordinate advantages in competing for a mass market customer's business. This is in sharp contrast to the current, hard-wired, manual connections from customer premises to ILEC central offices described in the accompanying testimony of Jay Bradbury. Implementation of such an electronic provisioning process would create permanent virtual circuits that could use software commands to shift loops from one carrier to another quickly and inexpensively, with no loss or degradation of service. Thus, the Commission should consider whether the use of ELP -- or some other automated process -- is necessary to place all competitors on an equal footing in their ability to provide service using mass market loops and CLEC-provided switching.

V. CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. The process of migrating customers to a CLEC-owned switch using an ILEC loop, the so-called "hot cut process," is extremely dependent on manual work, rendering the process prohibitively expensive, highly error prone, and not scalable to handle reasonable commercial volumes. As such, CLECs will remain impaired by any manual hot cut or loop migration process. Even the best manual processes that could be operationalized today, including batch migration processes, cannot satisfy the requirements needed to eliminate the CLECs' operational impairment in attempting to compete for mass-market customers. Accordingly, this Commission should develop and approve a comprehensive process but should test and implement that process carefully to evaluate the extent to which CLECs remain impaired. At the same time, this Commission should encourage development of a process that automates the transfer of end-user loops. Any migration process that does not

automate the transfer of end-user loops, eliminating the need for manual "hot cuts," cannot sustain competitively unconstrained migrations of customers among all carriers, both CLECs and ILECs alike. In order to establish and sustain competitively unconstrained migrations of customers among all carriers, an electronic process for loop provisioning must be made available which is as easy, efficient, and reliable as the UNE-P provisioning process for local customers and the PIC change methodology in place for long distance.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

MDV-1

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
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REQUEST: For each month between August, 2000 and August, 2003, or for the latest period in which this information is available, (by state if available, if not, by region), what percent of total BellSouth retail to UNE-P orders were fully mechanized and required no manual intervention in BellSouth's ordering systems?

(a) What percent of any fallout is returned to the CLEC for correction/resolution?
(b) What percent does BellSouth manually create in its OSS?

RESPONSE: See response to Interrogatory No. 28. For the same reasons BellSouth cannot provide the information requested for migrations from specific services to UNE-L, BellSouth cannot provide similar information for migrations from specific services to UNE-P.

However, in the attached data tables, BellSouth provides – for the timeframe July 2002 to August 2003, and by state and region – the percent of *total* CLEC UNE-P migration orders (regardless of the type of service being changed) that were fully mechanized and required no manual intervention in BellSouth's ordering systems. Further, the responses for items (a) and (b) above are contained in columns on each table.

For the reasons cited in the response to Interrogatory No. 28, similar data for the August 2000 to June 2002 timeframe is not readily available.

RESPONSE PROVIDED BY: Ronald M. Pate

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
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ATTACHMENT TO INTERROGATORY, ITEM NO. 32

Migrations to UNE-P
Region

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	1112	129740	8774	17089	264	103613	16343	13132	3211	87270	79.1%	19.6%	20.5%
Aug-02	1440	162895	9804	27574	362	145155	23192	18522	4670	121963	80.4%	20.1%	19.8%
Sep-02	669	136847	8355	21993	388	108111	14672	11484	3188	93439	82.0%	21.7%	18.0%
Oct-02	1263	168016	9516	25166	300	133014	11545	9424	2121	121469	85.7%	18.4%	14.3%
Nov-02	1071	173626	8684	26557	325	136060	8072	6467	1605	129988	88.9%	19.9%	11.1%
Dec-02	1288	155952	6842	26625	332	122153	10311	7702	2609	111642	87.6%	25.3%	12.4%
Jan-03	2002	168668	7067	26241	382	134978	15100	11828	3272	119878	85.2%	21.7%	14.8%
Feb-03	1177	183489	9394	28191	379	145525	9540	6881	2659	135985	88.6%	27.9%	11.4%
Mar-03	1598	197211	10474	29950	359	156428	9550	6850	2700	146878	88.6%	28.3%	11.4%
Apr-03	1548	222405	11535	35132	404	175334	10840	7456	3384	164494	88.9%	31.2%	11.1%
May-03	1616	213074	11767	32080	305	168922	8019	4819	3200	160903	89.8%	39.9%	10.2%
Jun-03	1712	231610	12773	36181	417	180239	14756	8788	5968	165483	87.7%	40.4%	12.3%
Jul-03	2625	254854	14707	36847	459	200841	22981	7853	15128	177860	87.6%	65.8%	12.4%
Aug-03	1550	228326	13225	31762	393	182946	19594	5157	14437	163352	89.1%	73.7%	10.9%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Alabama

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	36	8121	545	1138	20	6418	1377	1099	278	5041	75.0%	20.2%	25.0%
Aug-02	89	19393	662	2638	30	16063	1835	1522	313	14228	86.2%	17.1%	13.8%
Sep-02	91	9637	567	1473	21	7576	738	604	134	6838	84.4%	18.2%	15.6%
Oct-02	123	11836	506	1786	12	9532	686	563	125	8844	88.1%	18.2%	11.9%
Nov-02	136	11434	388	1880	25	9341	540	432	108	8801	90.2%	20.0%	9.8%
Dec-02	114	9048	298	1450	17	7283	634	490	144	6649	88.1%	22.7%	11.9%
Jan-03	300	11462	379	1508	22	9553	1103	914	189	8450	84.1%	17.1%	15.9%
Feb-03	86	13149	547	1839	25	10738	669	530	139	10069	89.6%	20.8%	10.4%
Mar-03	130	14509	672	2010	27	11800	634	500	134	11166	89.6%	21.1%	10.4%
Apr-03	130	17925	789	2552	25	14559	1035	827	208	13524	88.6%	20.1%	11.4%
May-03	70	15875	718	2290	28	12639	573	341	232	12066	91.4%	40.5%	8.6%
Jun-03	102	17351	1163	2370	25	13793	1303	550	753	12490	87.3%	57.8%	12.7%
Jul-03	147	24206	1344	2516	21	20325	2142	804	1338	18183	88.8%	62.5%	11.2%
Aug-03	121	15747	878	2010	13	12846	1171	288	883	11675	90.1%	75.4%	9.9%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Florida

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	110	35167	1999	5432	69	27667	4796	3879	917	22871	79.3%	19.1%	20.7%
Aug-02	231	42877	1927	8151	73	32726	5590	4687	903	27136	79.9%	16.2%	20.1%
Sep-02	101	35682	3716	5992	83	25891	3188	2467	721	22703	78.3%	22.6%	21.7%
Oct-02	162	31186	2473	5622	46	23025	1550	1269	281	21475	84.6%	18.1%	15.4%
Nov-02	162	36624	1796	6621	87	28118	1709	1390	319	26409	88.7%	18.7%	11.3%
Dec-02	272	40229	2336	10085	150	35658	3460	2372	1088	32198	86.6%	31.4%	13.4%
Jan-03	449	47173	2245	9739	183	35006	4648	3591	1257	30158	82.8%	25.9%	17.2%
Feb-03	339	47760	3023	9813	181	34743	2885	1912	973	31858	85.8%	33.7%	14.2%
Mar-03	562	49415	2865	9874	129	36547	2936	2071	865	33611	85.9%	29.5%	14.1%
Apr-03	623	57818	3463	12673	160	41522	3122	1874	1248	38400	86.6%	40.0%	13.4%
May-03	939	48688	3190	10374	106	35016	2613	1468	1145	32405	85.3%	43.8%	14.7%
Jun-03	943	46506	3046	12398	152	30910	3049	1870	1179	27661	82.6%	38.7%	17.4%
Jul-03	1415	49969	3447	11389	165	34966	4245	1467	2778	30723	82.9%	65.4%	17.1%
Aug-03	640	42479	3159	7491	166	31663	4044	1291	2753	27619	84.4%	68.1%	15.6%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Georgia

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	493	41989	2019	4967	50	34953	4352	3587	765	30601	83.4%	17.6%	16.6%
Aug-02	534	32410	1643	4189	43	26535	3807	2859	948	22728	81.9%	24.9%	18.1%
Sep-02	182	27098	1077	3520	65	22436	2900	2185	715	19536	85.0%	24.7%	15.0%
Oct-02	436	39986	2001	4676	38	33271	3076	2491	585	30195	86.0%	19.0%	14.0%
Nov-02	190	37926	1491	4981	36	31418	1619	1286	333	29799	90.9%	20.6%	9.1%
Dec-02	206	32936	1500	4721	34	26681	1878	1477	401	24803	88.6%	21.4%	11.4%
Jan-03	256	38691	1881	4015	55	32740	3339	2614	725	29401	86.1%	21.7%	13.9%
Feb-03	198	39865	2063	4375	42	33385	1873	1387	486	31512	89.6%	25.9%	10.4%
Mar-03	272	41974	2318	4513	46	35097	1745	1169	576	33352	89.9%	33.0%	10.1%
Apr-03	301	43601	2331	4865	52	36333	1813	1230	583	34520	89.9%	32.2%	10.1%
May-03	140	46158	2593	4845	49	38671	1541	905	636	37130	91.1%	41.3%	8.9%
Jun-03	146	50978	2412	7146	74	41346	2881	1951	930	38465	89.5%	32.3%	10.5%
Jul-03	378	55191	2646	11507	61	40977	3974	1992	1982	37003	88.1%	49.9%	11.9%
Aug-03	206	50964	2637	9951	50	38328	2880	863	2017	35446	90.5%	70.0%	9.5%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Kentucky

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	66	3350	438	496	16	2400	290	198	92	2110	75.0%	31.7%	25.0%
Aug-02	116	5587	368	1012	30	4177	769	631	138	3408	75.3%	17.9%	24.7%
Sep-02	29	8274	263	1550	24	6437	779	634	145	5658	85.9%	18.6%	14.1%
Oct-02	55	13719	542	2247	37	10893	1013	825	188	9880	87.4%	18.6%	12.6%
Nov-02	65	10831	316	1761	37	8717	437	365	72	8280	91.7%	16.5%	8.3%
Dec-02	54	7213	346	1263	14	5590	480	371	109	5110	86.9%	22.7%	13.1%
Jan-03	67	9337	290	1512	9	7526	709	568	141	6817	88.1%	19.9%	11.9%
Feb-03	58	11041	486	1756	20	8779	488	355	133	8291	90.2%	27.3%	9.8%
Mar-03	64	13551	659	2004	21	10667	437	300	137	10430	91.1%	31.4%	8.9%
Apr-03	45	11254	520	1553	31	9150	511	336	175	8639	90.6%	34.2%	9.4%
May-03	32	14919	687	1886	26	12318	435	284	151	11883	92.2%	34.7%	7.8%
Jun-03	11	14671	825	2708	23	11315	703	507	196	10612	90.3%	27.9%	9.7%
Jul-03	75	14583	704	1361	48	12470	1055	390	665	11415	90.7%	63.0%	9.3%
Aug-03	71	12416	705	1245	24	10442	842	277	565	9600	90.1%	67.1%	9.9%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Louisiana

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	117	8442	797	1173	39	6433	2097	1729	368	4336	62.1%	17.5%	37.9%
Aug-02	160	32368	2774	4732	72	24790	5004	3964	1040	19786	74.1%	20.8%	25.9%
Sep-02	81	15093	645	2668	86	11694	2900	2396	504	8794	73.8%	17.4%	26.2%
Oct-02	132	15460	680	2548	62	12170	1619	1375	244	10551	82.8%	15.1%	17.2%
Nov-02	160	16792	609	2637	32	13514	758	639	119	12756	90.1%	15.7%	9.9%
Dec-02	193	11680	429	1972	21	9258	646	507	139	8612	88.4%	21.5%	11.6%
Jan-03	332	14861	558	2558	30	11715	1148	973	175	10567	85.0%	15.2%	15.0%
Feb-03	83	17547	800	2499	20	14226	756	604	152	13472	90.1%	20.1%	9.9%
Mar-03	109	18388	1016	3017	27	14328	689	510	179	13639	89.3%	26.0%	10.7%
Apr-03	119	19946	939	3086	35	15688	661	408	253	15227	91.2%	38.3%	8.8%
May-03	118	18356	970	3506	19	13861	485	293	192	13376	90.6%	39.6%	9.4%
Jun-03	179	21400	1291	3439	39	16631	1615	839	776	15016	86.7%	48.0%	13.3%
Jul-03	182	20953	1501	2624	37	16791	2790	592	2198	14001	86.0%	78.8%	14.0%
Aug-03	146	17586	1031	1980	22	14553	2060	278	1782	12493	89.6%	86.5%	10.4%

Notes:

(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.

(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Mississippi

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	64	2850	271	524	18	2037	575	447	128	1462	65.2%	22.3%	34.8%
Aug-02	122	9527	823	1493	30	7181	1527	1118	409	5654	73.3%	26.8%	26.7%
Sep-02	62	9095	380	1871	36	6806	980	729	251	5826	83.3%	25.6%	16.7%
Oct-02	82	12073	507	2011	31	9524	965	777	188	8559	86.2%	19.5%	13.8%
Nov-02	64	11354	387	1922	27	9018	742	564	178	8276	89.1%	24.0%	10.9%
Dec-02	83	8151	324	1412	22	6393	637	490	147	5756	86.5%	23.1%	13.5%
Jan-03	203	10447	367	1823	27	8230	940	728	212	7290	84.9%	22.6%	15.1%
Feb-03	86	12254	576	2030	43	9605	709	482	227	8896	88.6%	32.0%	11.4%
Mar-03	98	14017	708	2187	36	11088	805	555	250	10281	88.3%	31.1%	11.7%
Apr-03	87	15692	905	2511	30	12246	849	626	223	11397	87.6%	26.3%	12.4%
May-03	86	11953	721	2200	19	9013	443	273	170	8570	88.8%	38.4%	11.2%
Jun-03	61	11373	800	1769	16	8788	791	455	336	7997	85.9%	42.5%	14.1%
Jul-03	68	13041	880	1952	18	10191	1308	406	902	8883	86.6%	69.0%	13.4%
Aug-03	63	14319	798	1825	32	11664	1563	525	1038	10101	87.9%	66.4%	12.1%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
South Carolina

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	53	3122	1082	336	9	1695	311	249	62	1384	50.0%	19.9%	50.0%
Aug-02	27	4057	215	716	7	3119	691	537	154	2428	75.7%	22.3%	24.3%
Sep-02	21	7407	232	1265	19	5891	891	631	260	5000	85.0%	29.2%	15.0%
Oct-02	34	10780	605	1562	18	8595	692	500	192	7903	87.4%	27.7%	12.6%
Nov-02	35	10312	322	1524	18	8448	363	285	78	8065	92.6%	21.5%	7.4%
Dec-02	17	5835	272	911	12	4640	304	233	71	4336	89.3%	23.4%	10.7%
Jan-03	57	7484	239	1209	8	6028	500	405	95	5528	88.7%	19.0%	11.3%
Feb-03	60	9705	447	1500	12	7746	370	291	79	7376	90.2%	21.4%	9.8%
Mar-03	46	10585	519	1500	15	8551	574	471	103	7977	88.5%	17.9%	11.5%
Apr-03	32	12734	562	2025	20	10127	689	521	168	9438	89.4%	24.4%	10.6%
May-03	34	9440	465	1300	13	7662	369	232	137	7293	90.9%	37.1%	9.1%
Jun-03	59	9414	450	1500	4	7460	611	379	232	6849	86.5%	38.0%	11.5%
Jul-03	50	10862	629	1198	11	9024	645	302	343	8379	89.5%	53.2%	10.5%
Aug-03	44	10034	629	1126	15	8264	723	232	491	7541	89.3%	67.9%	10.7%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
North Carolina

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	56	13683	742	1444	18	11479	1026	842	186	10451	86.4%	18.1%	13.6%
Aug-02	64	12072	447	1240	28	10357	1181	973	208	9178	86.1%	17.6%	13.9%
Sep-02	40	9819	399	1179	10	8231	683	568	115	7548	88.2%	16.8%	11.8%
Oct-02	106	13452	687	1644	17	11104	675	564	111	10429	88.5%	16.4%	11.5%
Nov-02	100	16189	516	1899	27	13745	691	547	144	13054	91.8%	20.8%	8.2%
Dec-02	94	14386	468	1770	16	12132	670	540	130	11462	91.2%	19.4%	8.8%
Jan-03	115	13269	441	1431	23	11374	951	809	142	10423	88.4%	14.9%	11.6%
Feb-03	75	14622	628	1590	15	12389	709	528	181	11680	90.5%	25.5%	9.5%
Mar-03	130	15369	716	1688	30	12935	664	519	145	12271	90.0%	21.8%	10.0%
Apr-03	74	16904	786	1826	19	14273	1010	849	161	13263	88.6%	15.9%	11.4%
May-03	55	13994	742	1450	11	11791	420	265	155	11371	91.5%	36.9%	8.5%
Jun-03	66	14193	688	1371	16	12118	992	736	256	11126	88.2%	25.8%	11.8%
Jul-03	141	14596	941	1289	14	12352	945	389	556	11407	88.6%	58.8%	11.4%
Aug-03	105	14983	845	1199	14	12925	1032	275	757	11693	90.7%	73.4%	9.3%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

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Migrations to UNE-P
Tennessee

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	115	11414	803	1442	25	9144	1073	852	221	8071	82.0%	20.6%	18.0%
Aug-02	97	22106	685	3050	48	18323	2251	1844	407	16072	86.0%	18.1%	14.0%
Sep-02	62	13159	575	2093	41	10450	1158	932	226	9292	85.6%	19.5%	14.4%
Oct-02	133	16156	953	2775	35	12393	939	788	151	11454	85.9%	16.1%	14.1%
Nov-02	159	17936	866	3108	34	13928	946	767	179	12982	87.9%	18.9%	12.1%
Dec-02	255	15353	556	2711	45	12041	1297	971	326	10744	85.8%	25.1%	14.2%
Jan-03	223	14157	534	2294	24	11305	1348	1060	288	9957	84.6%	21.4%	15.4%
Feb-03	190	16019	687	2646	20	12666	902	657	245	11764	88.5%	27.2%	11.5%
Mar-03	187	17499	792	2819	27	13861	676	611	265	12985	89.1%	30.3%	10.9%
Apr-03	137	22228	996	3561	32	17639	868	636	232	16771	90.5%	26.7%	9.5%
May-03	142	17795	806	2711	24	14254	615	374	241	13639	91.2%	39.2%	8.8%
Jun-03	143	20657	843	2611	55	17148	1627	955	672	15321	88.8%	47.7%	11.2%
Jul-03	149	23100	1179	1686	55	20180	3882	683	3199	16298	89.0%	82.4%	11.0%
Aug-03	154	18450	958	1613	36	15843	3085	513	2572	12758	88.7%	83.4%	11.3%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-P
Undefined State

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BI Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	0	1602	78	137	0	1387	444	250	194	943	74.2%	43.7%	25.8%
Aug-02	0	2498	260	353	1	1884	537	387	150	1347	67.6%	27.9%	32.4%
Sep-02	0	3583	501	382	1	2699	455	338	117	2244	72.8%	25.7%	27.2%
Oct-02	0	3388	562	315	4	2507	328	272	56	2179	72.3%	17.1%	27.7%
Nov-02	0	4226	1989	424	2	1813	267	192	75	1546	41.5%	28.1%	58.5%
Dec-02	0	3121	313	330	1	2477	305	251	54	2172	79.4%	17.7%	20.6%
Jan-03	0	1787	133	152	1	1501	214	166	48	1287	81.1%	22.4%	18.9%
Feb-03	0	1527	137	143	1	1246	179	135	44	1067	79.7%	24.6%	20.3%
Mar-03	0	1904	209	338	1	1356	190	144	46	1166	76.8%	24.2%	23.2%
Apr-03	0	4301	244	460	0	3597	282	149	133	3315	89.4%	47.2%	10.6%
May-03	0	16096	875	1518	8	13695	525	384	141	13170	91.3%	26.9%	8.7%
Jun-03	0	25067	1455	2069	13	20730	984	546	438	19746	90.8%	44.5%	9.2%
Jul-03	0	28353	1436	3325	29	23563	1995	828	1167	21568	90.5%	58.5%	9.5%
Aug-03	0	31348	1585	3322	21	26420	2194	615	1579	24226	91.7%	72.0%	8.3%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

REQUEST: For each month between August 2000 and August 2003, or for the latest period in which this information is available (by state, if available; if not, by region), what percent of total BellSouth retail to UNE-L orders were fully mechanized and required no manual intervention in BellSouth's ordering system.

(a) What percent of any fallout is returned to the CLEC for correction/resolution?

(b) What percent does BellSouth manually created in its OSS?

RESPONSE: BellSouth does not track information at the level of specificity requested in this interrogatory. The ordering process – and BellSouth's ability to track certain data items – is driven by the submission of the local service request (LSR) by a CLEC. The LSR specifies the service that is being ordered, but does not provide information as to the type of service that is being changed. Consequently, BellSouth cannot provide the data as requested.

However, in the attached data tables, BellSouth provides – for the timeframe July 2002 to August 2003, and by state and region – the percent of *total* CLEC UNE-L migration orders (regardless of the type of service being changed) that were fully mechanized and required no manual intervention in BellSouth's ordering systems. Further, the responses for items (a) and (b) above are contained in columns on each table.

Similar data for the August 2000 to June 2002 timeframe is not readily available. BellSouth created the July 2002-August 2003 data tables primarily by using disaggregated LSR information that is the underlying data for the BellSouth flow-through report provided monthly on the BellSouth PMAP website. Since July 2002, BellSouth has retained the disaggregated LSR information in an accessible online database.

While BellSouth retains monthly flow-through reporting information well back beyond July 2002 as required, access to the disaggregated LSR information used to create the flow-through reports prior to July 2002 is not

available. That information is currently stored on magnetic tape, but it is not stored in a manner

RESPONSE (CONT.):

that allows extraction in a useable format without an extensive programming effort to develop special code.

Due to many modifications that have taken place within BellSouth's OSS over the past several years – and the impacts to extraction capabilities – separate code would have to be written for each month's flow-through data in order to extract the disaggregated LSR data required to calculate pre-July 2002 percentages as defined on the tables.

RESPONSE PROVIDED BY: Ronald M. Pate

BellSouth Telecommunications. Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
Item No. 28

ATTACHMENT TO INTERROGATORY, ITEM NO. 28

Migrations to UNE-L
Region

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	736	2435	1110	180	0	1145	824	563	261	321	11.8%	31.7%	88.2%
Aug-02	788	2392	1038	166	1	1187	939	679	260	248	9.0%	27.7%	91.0%
Sep-02	414	2094	955	118	0	1021	845	594	251	176	8.2%	29.7%	91.8%
Oct-02	478	3053	1254	177	0	1622	1417	1069	348	205	6.8%	24.6%	93.2%
Nov-02	436	2584	722	179	0	1683	1478	1087	391	205	8.4%	26.5%	91.6%
Dec-02	439	2515	750	139	2	1624	1273	970	303	351	14.0%	23.8%	86.0%
Jan-03	633	4417	840	236	11	3330	1490	943	547	1840	43.2%	36.7%	56.8%
Feb-03	483	2662	678	116	1	1865	1080	779	301	785	28.8%	27.9%	71.2%
Mar-03	453	2298	663	155	2	1478	1199	860	339	279	12.4%	28.3%	87.6%
Apr-03	367	2135	586	106	0	1443	946	651	295	497	23.7%	31.2%	76.3%
May-03	385	2492	702	158	1	1631	1092	748	344	539	22.7%	31.5%	77.3%
Jun-03	435	2263	865	227	0	1171	544	404	140	627	26.9%	25.7%	73.1%
Jul-03	274	3216	1262	221	0	1735	577	409	168	1158	37.3%	29.1%	62.7%
Aug-03	136	3120	1325	233	0	1562	782	635	147	780	27.1%	18.8%	72.9%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Alabama

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	6	10	6	0	0	4	3	0	3	1	7.7%	100.0%	92.3%
Aug-02	12	3	1	0	0	2	2	2	0	0	0.0%	0.0%	100.0%
Sep-02	6	8	0	0	0	8	7	5	2	1	8.3%	28.6%	91.7%
Oct-02	2	1	0	0	0	1	0	0	0	1	33.3%	#DIV/0!	66.7%
Nov-02	0	2	0	1	0	1	0	0	0	1	100.0%	#DIV/0!	0.0%
Dec-02	5	25	3	0	0	22	16	12	4	6	23.1%	25.0%	76.9%
Jan-03	4	109	8	1	0	100	21	12	9	79	76.7%	42.9%	23.3%
Feb-03	2	27	4	0	0	23	1	1	0	22	75.9%	0.0%	24.1%
Mar-03	0	4	0	0	0	4	2	0	2	2	100.0%	100.0%	0.0%
Apr-03	0	7	1	1	0	5	4	3	1	1	20.0%	25.0%	80.0%
May-03	0	5	0	0	0	5	3	3	0	2	40.0%	0.0%	60.0%
Jun-03	0	9	5	2	0	2	0	0	0	2	28.6%	#DIV/0!	71.4%
Jul-03	0	8	7	0	0	1	0	0	0	1	12.5%	#DIV/0!	87.5%
Aug-03	0	1	0	0	0	1	0	0	0	1	100.0%	#DIV/0!	0.0%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Flordia

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	243	1497	682	126	0	689	653	488	165	36	2.5%	25.3%	97.5%
Aug-02	245	1540	618	126	1	795	767	590	177	28	1.9%	23.1%	98.1%
Sep-02	103	1350	585	99	0	666	650	483	167	16	1.3%	25.7%	98.7%
Oct-02	163	2217	876	135	0	1206	1173	928	245	33	1.7%	20.9%	98.4%
Nov-02	138	1863	515	145	0	1203	1167	906	261	36	2.3%	22.4%	97.7%
Dec-02	158	1813	567	112	1	1133	1018	823	195	115	6.9%	19.2%	93.1%
Jan-03	238	2489	512	161	6	1810	970	674	296	840	37.1%	30.5%	62.9%
Feb-03	116	1537	374	82	1	1080	758	609	149	322	22.7%	19.7%	77.3%
Mar-03	47	1328	375	102	2	849	811	650	161	38	3.4%	19.9%	96.6%
Apr-03	101	1074	302	60	0	712	498	394	104	214	21.2%	20.9%	78.8%
May-03	100	1244	298	83	1	862	612	472	140	250	22.3%	22.9%	77.7%
Jun-03	101	1172	451	145	0	576	320	263	57	256	23.9%	17.8%	76.1%
Jul-03	69	1414	595	127	0	692	300	239	61	392	30.3%	20.3%	69.7%
Aug-03	21	1548	651	143	0	754	430	373	57	324	23.7%	13.3%	76.3%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Georgia

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	120	290	146	20	0	124	63	32	31	61	17.0%	49.2%	83.0%
Aug-02	156	260	127	11	0	122	45	25	20	77	20.0%	44.4%	80.0%
Sep-02	53	252	116	11	0	125	47	21	26	78	29.1%	55.3%	70.9%
Oct-02	57	254	102	23	0	129	48	22	26	81	30.9%	54.2%	69.1%
Nov-02	40	236	74	17	0	145	57	24	33	88	38.9%	57.9%	61.1%
Dec-02	55	226	47	9	1	169	48	25	23	121	48.8%	47.9%	51.2%
Jan-03	93	757	143	36	4	574	185	84	101	389	54.9%	54.6%	45.1%
Feb-03	70	433	118	19	0	296	105	48	57	191	44.7%	54.3%	55.3%
Mar-03	19	348	118	27	0	203	102	36	66	101	36.9%	64.7%	63.1%
Apr-03	50	362	101	14	0	247	110	40	70	137	41.8%	63.6%	58.2%
May-03	21	411	111	31	0	269	106	40	66	163	48.7%	62.3%	51.3%
Jun-03	33	574	186	44	0	344	77	36	41	267	51.1%	53.2%	48.9%
Jul-03	22	852	277	36	0	537	83	33	50	454	57.8%	60.2%	42.2%
Aug-03	9	817	346	45	0	426	130	91	39	296	39.9%	30.0%	60.1%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
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(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Kentucky

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	3	4	0	1	0	3	0	0	0	3	50.0%	#DIV/0!	50.0%
Aug-02	5	0	0	0	0	0	0	0	0	0	0.0%	#DIV/0!	100.0%
Sep-02	2	1	0	0	0	1	0	0	0	1	33.3%	#DIV/0!	66.7%
Oct-02	4	1	0	0	0	1	0	0	0	1	20.0%	#DIV/0!	80.0%
Nov-02	2	1	0	0	0	1	0	0	0	1	33.3%	#DIV/0!	66.7%
Dec-02	3	4	0	0	0	4	1	0	1	3	50.0%	100.0%	50.0%
Jan-03	13	82	2	2	0	78	8	4	4	70	78.7%	50.0%	21.3%
Feb-03	1	32	4	0	0	28	2	1	1	26	81.3%	50.0%	18.8%
Mar-03	0	12	6	3	0	1	0	0	0	1	11.1%	#DIV/0!	88.9%
Apr-03	0	2	0	0	0	2	1	1	0	1	50.0%	0.0%	50.0%
May-03	2	0	0	0	0	0	0	0	0	0	0.0%	#DIV/0!	100.0%
Jun-03	0	3	0	1	0	2	0	0	0	2	100.0%	#DIV/0!	0.0%
Jul-03	0	3	0	0	0	3	0	0	0	3	100.0%	#DIV/0!	0.0%
Aug-03	0	4	1	0	0	3	1	1	0	2	50.0%	0.0%	50.0%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Louisiana

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	56	150	67	17	0	66	29	9	20	37	21.9%	69.0%	78.1%
Aug-02	92	89	43	4	0	42	20	7	13	22	13.4%	65.0%	86.6%
Sep-02	39	76	35	0	0	41	34	25	9	7	6.6%	26.5%	93.4%
Oct-02	40	125	54	0	0	71	64	42	22	7	4.9%	34.4%	95.1%
Nov-02	22	139	24	1	0	114	93	64	29	21	16.0%	31.2%	84.0%
Dec-02	60	112	34	1	0	77	54	36	18	23	15.0%	33.3%	85.0%
Jan-03	51	187	27	4	0	156	57	29	28	99	48.1%	49.1%	51.9%
Feb-03	49	111	22	1	0	88	49	36	13	39	26.7%	26.5%	73.3%
Mar-03	215	89	15	1	0	73	62	44	18	11	3.9%	29.0%	96.1%
Apr-03	80	141	21	3	0	117	102	78	24	15	7.7%	23.5%	92.3%
May-03	100	162	55	2	0	105	96	71	25	9	3.8%	26.0%	96.2%
Jun-03	58	92	26	6	0	60	46	39	7	14	10.2%	15.2%	89.8%
Jul-03	44	109	21	9	0	79	25	21	4	54	38.6%	16.0%	61.4%
Aug-03	10	82	9	11	0	62	36	28	8	26	35.6%	22.2%	64.4%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
Mississippi

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	44	5	2	0	0	3	3	2	1	0	0.0%	33.3%	100.0%
Aug-02	39	6	3	0	0	3	3	1	2	0	0.0%	66.7%	100.0%
Sep-02	80	3	0	0	0	3	3	3	0	0	0.0%	0.0%	100.0%
Oct-02	78	1	0	0	0	1	1	1	0	0	0.0%	0.0%	100.0%
Nov-02	71	2	0	0	0	2	2	1	1	0	0.0%	50.0%	100.0%
Dec-02	41	1	0	0	0	1	1	0	1	0	0.0%	100.0%	100.0%
Jan-03	106	2	0	0	0	2	2	2	0	0	0.0%	0.0%	100.0%
Feb-03	73	0	0	0	0	0	0	0	0	0	0.0%	#DIV/0!	100.0%
Mar-03	45	1	0	0	0	1	1	1	0	0	0.0%	0.0%	100.0%
Apr-03	43	12	6	0	0	6	6	2	4	0	0.0%	66.7%	100.0%
May-03	37	0	0	0	0	0	0	0	0	0	0.0%	#DIV/0!	100.0%
Jun-03	88	5	0	0	0	5	2	2	0	3	3.2%	0.0%	96.8%
Jul-03	23	35	18	11	0	18	2	2	0	14	24.6%	0.0%	75.4%
Aug-03	20	28	7	0	0	21	9	7	2	12	26.1%	22.2%	73.9%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
North Carolina

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BS Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	210	249	114	10	0	125	35	15	20	90	21.0%	57.1%	79.0%
Aug-02	180	290	161	17	0	112	45	18	27	67	15.7%	60.0%	84.3%
Sep-02	85	224	129	6	0	89	34	11	23	55	19.6%	67.6%	80.4%
Oct-02	101	233	115	17	0	101	43	22	21	58	19.6%	48.8%	80.4%
Nov-02	143	152	65	8	0	79	47	15	32	32	12.5%	68.1%	87.5%
Dec-02	76	170	53	13	0	104	47	18	29	57	27.7%	61.7%	72.3%
Jan-03	88	395	73	13	1	308	111	46	65	197	48.8%	58.6%	51.2%
Feb-03	145	286	85	11	0	190	72	30	42	118	31.2%	58.3%	68.8%
Mar-03	102	293	73	14	0	206	113	52	61	93	29.1%	54.0%	70.9%
Apr-03	77	281	78	14	0	189	92	35	57	97	33.8%	62.0%	66.2%
May-03	96	344	126	24	0	194	102	41	61	92	25.9%	59.8%	74.1%
Jun-03	79	252	137	23	0	92	37	16	21	55	19.2%	56.8%	80.8%
Jul-03	94	588	270	33	0	285	104	66	38	181	29.6%	36.5%	70.4%
Aug-03	58	415	220	21	0	174	108	79	29	66	15.6%	26.9%	84.4%

Notes:
(1) Percent Fully Mech = Issues SO's / (Total Manual LSR's + (Total Mech LSR's - Auto Clarifications - Pending Supps - CLEC Caused Fallout))
(2) Percent Fallout Returned to CLEC = CLEC Caused Fallout / Total System Fallout
This does not give any consideration to manual clarifications processed from LSR's from the Total Manual Fallout category.
(3) Percent BST Manually Creates = (Total Manual LSR's + Total Manual Fallout + BST Caused Fallout) / (Total Manual LSR's + Total Mech LSR's) - Auto Clarifications - Pending Supps - CLEC Caused Fallout))

Migrations to UNE-L
South Carolina

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	4	86	40	0	0	46	17	6	11	29	36.7%	64.7%	63.3%
Aug-02	19	72	37	3	0	32	19	6	13	13	17.3%	68.4%	82.7%
Sep-02	5	64	42	1	0	21	11	6	5	10	15.9%	45.5%	84.1%
Oct-02	0	66	36	2	0	28	15	7	8	13	23.2%	53.3%	76.8%
Nov-02	4	72	26	6	0	40	23	15	8	17	27.4%	34.8%	72.6%
Dec-02	1	42	21	2	0	19	12	5	7	7	20.6%	58.3%	79.4%
Jan-03	9	85	32	7	0	46	34	13	21	12	18.2%	61.8%	81.8%
Feb-03	0	108	41	2	0	63	41	14	27	22	28.6%	65.9%	71.4%
Mar-03	0	45	17	2	0	26	10	7	3	16	40.0%	30.0%	60.0%
Apr-03	4	99	44	10	0	45	27	10	17	18	23.7%	63.0%	76.3%
May-03	12	99	51	7	0	41	31	15	16	10	11.4%	51.6%	88.6%
Jun-03	19	54	22	5	0	27	12	5	7	15	24.6%	58.3%	75.4%
Jul-03	5	90	35	9	0	46	19	12	7	27	34.2%	36.8%	65.8%
Aug-03	4	94	50	5	0	39	24	18	6	15	17.2%	25.0%	82.8%

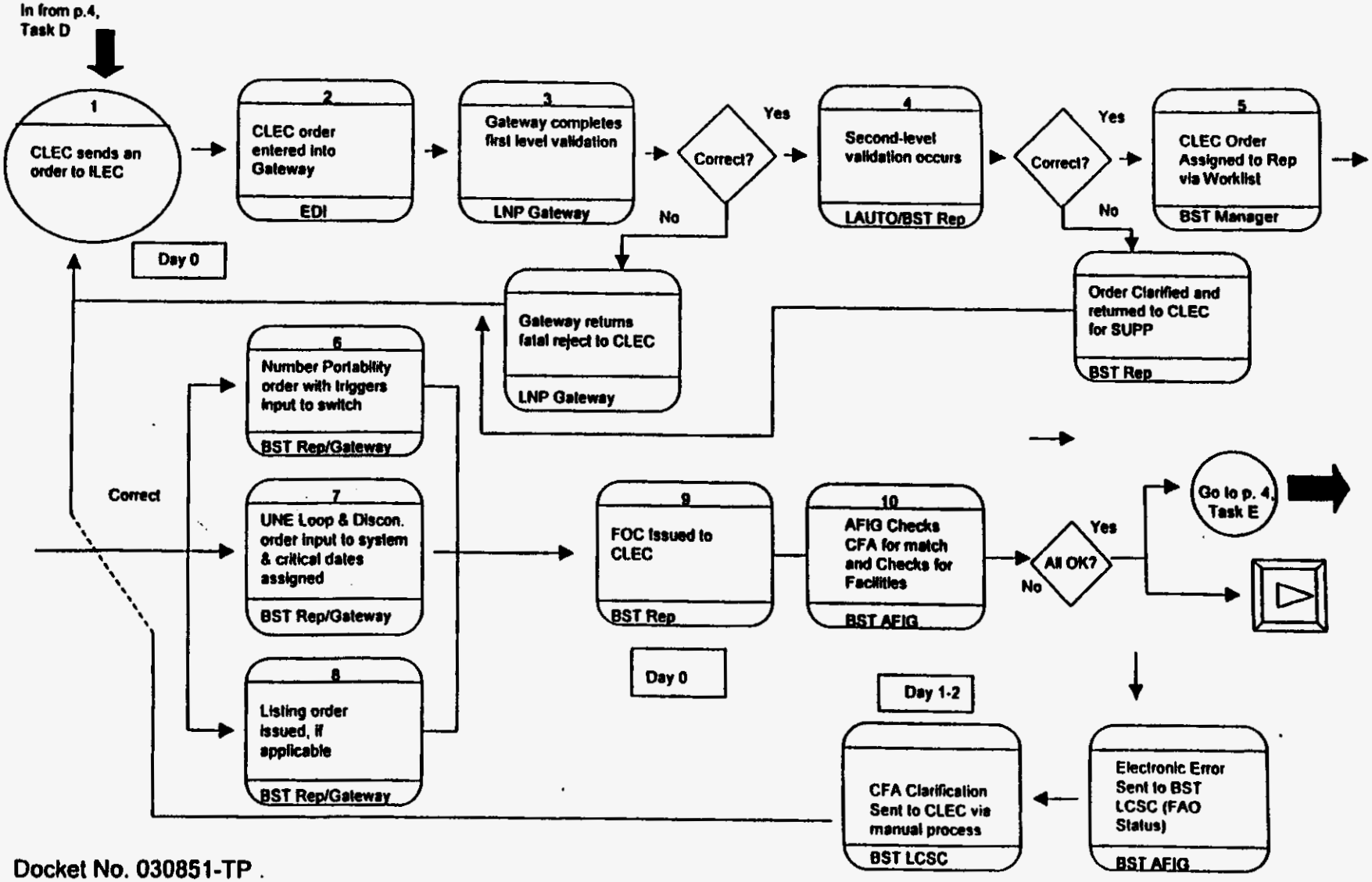
Notes:
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Migrations to UNE-L
Tennessee

Month	LSR Submissions		Mech LSR Submissions								Percent Fully Mech	Percent Fallout Returned to CLEC	Percent BST Manually Creates
	Total Manual LSR's	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	Validated LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's			
Jul-02	50	144	53	6	0	85	21	11	10	64	36.0%	47.6%	64.0%
Aug-02	40	132	46	5	0	79	38	30	8	41	25.8%	21.1%	74.2%
Sep-02	41	116	48	1	0	67	59	40	19	8	5.8%	32.2%	94.2%
Oct-02	33	155	71	0	0	84	73	47	26	11	6.8%	35.6%	93.2%
Nov-02	16	117	18	1	0	98	69	62	27	9	8.6%	30.3%	91.4%
Dec-02	38	122	25	2	0	95	76	51	25	19	14.3%	32.9%	85.7%
Jan-03	31	311	43	12	0	256	102	79	23	154	50.2%	22.5%	49.8%
Feb-03	27	130	30	3	0	97	52	40	12	45	31.7%	23.1%	68.3%
Mar-03	25	178	57	6	0	115	98	70	28	17	10.1%	28.6%	89.9%
Apr-03	12	157	33	4	0	120	106	88	18	14	9.5%	17.0%	90.5%
May-03	17	227	61	11	0	155	142	106	36	13	6.6%	25.4%	93.4%
Jun-03	57	102	38	1	0	63	50	43	7	13	8.6%	14.0%	91.4%
Jul-03	17	119	39	4	0	76	44	36	8	32	25.8%	18.2%	74.2%
Aug-03	14	131	41	8	0	82	44	38	6	38	29.0%	13.6%	71.0%

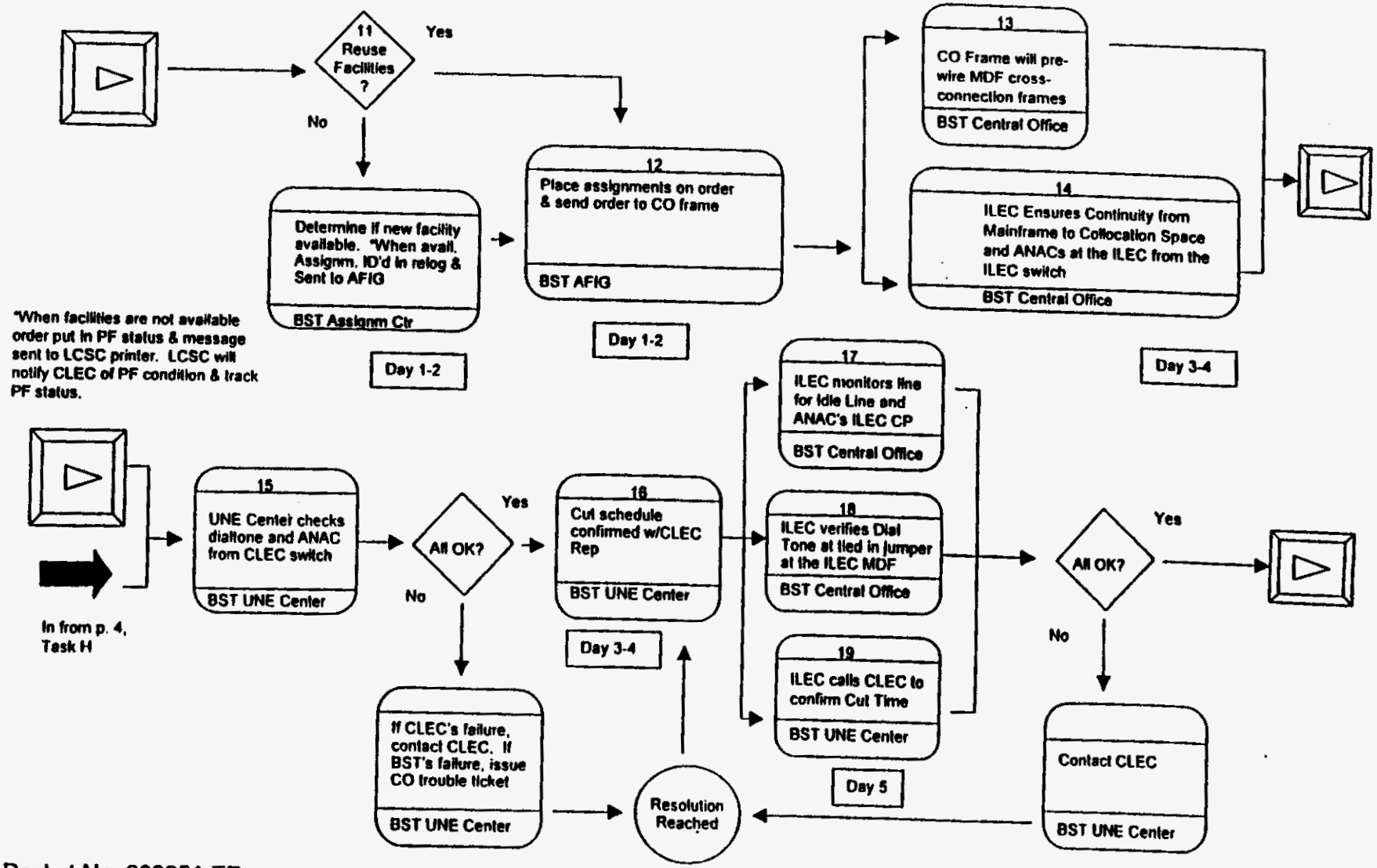
Notes:
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Coordinated Hot Cut Process



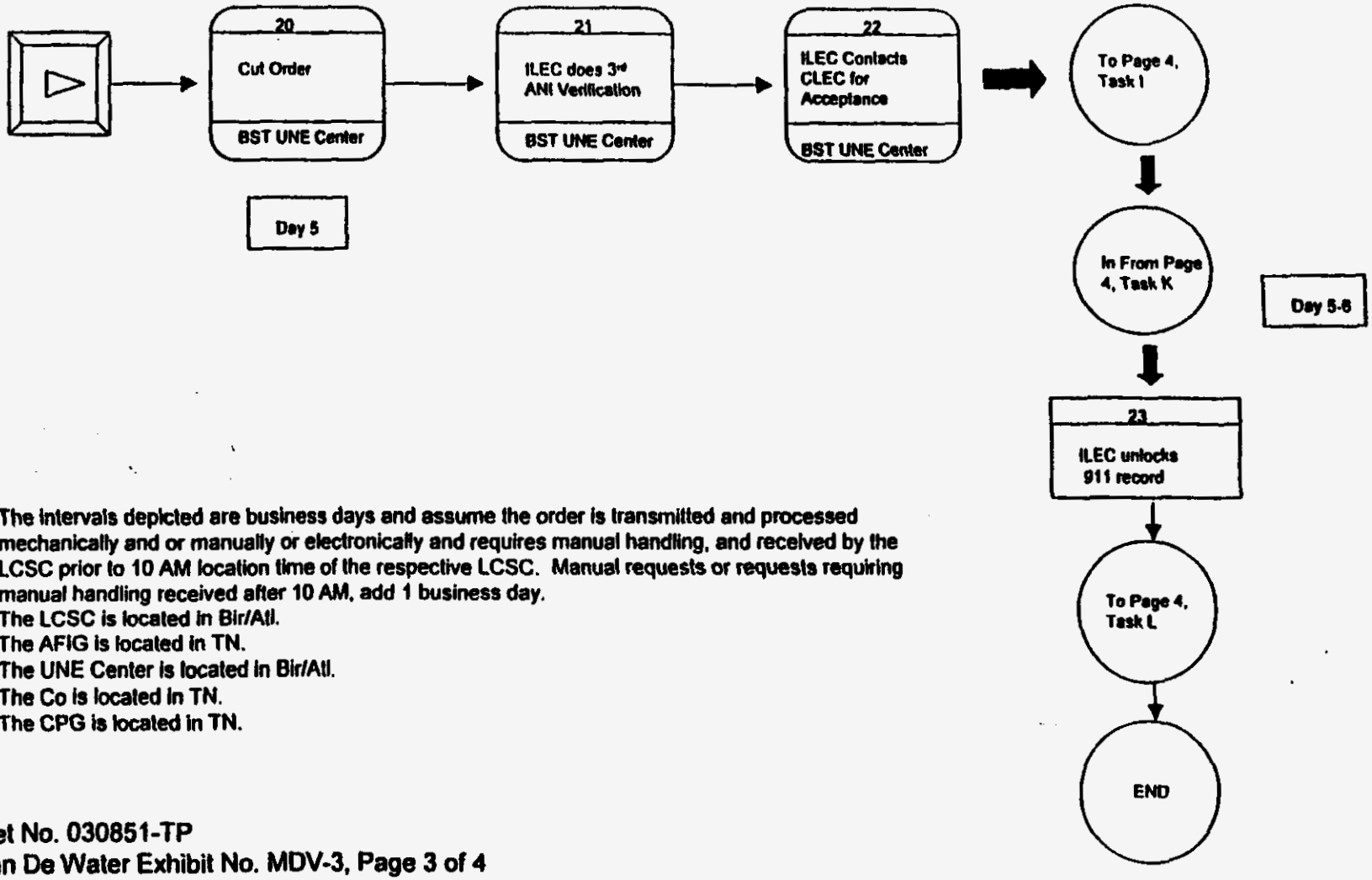
Docket No. 030851-TP .
M. Van De Water Exhibit No. MDV-3, Page 1 of 4
UNE-L Flow Chart

Coordinated Hot Cut Process



Docket No. 030851-TP
M. Van De Water Exhibit No. MDV-3, Page 2 of 4
UNE-L Flow Chart

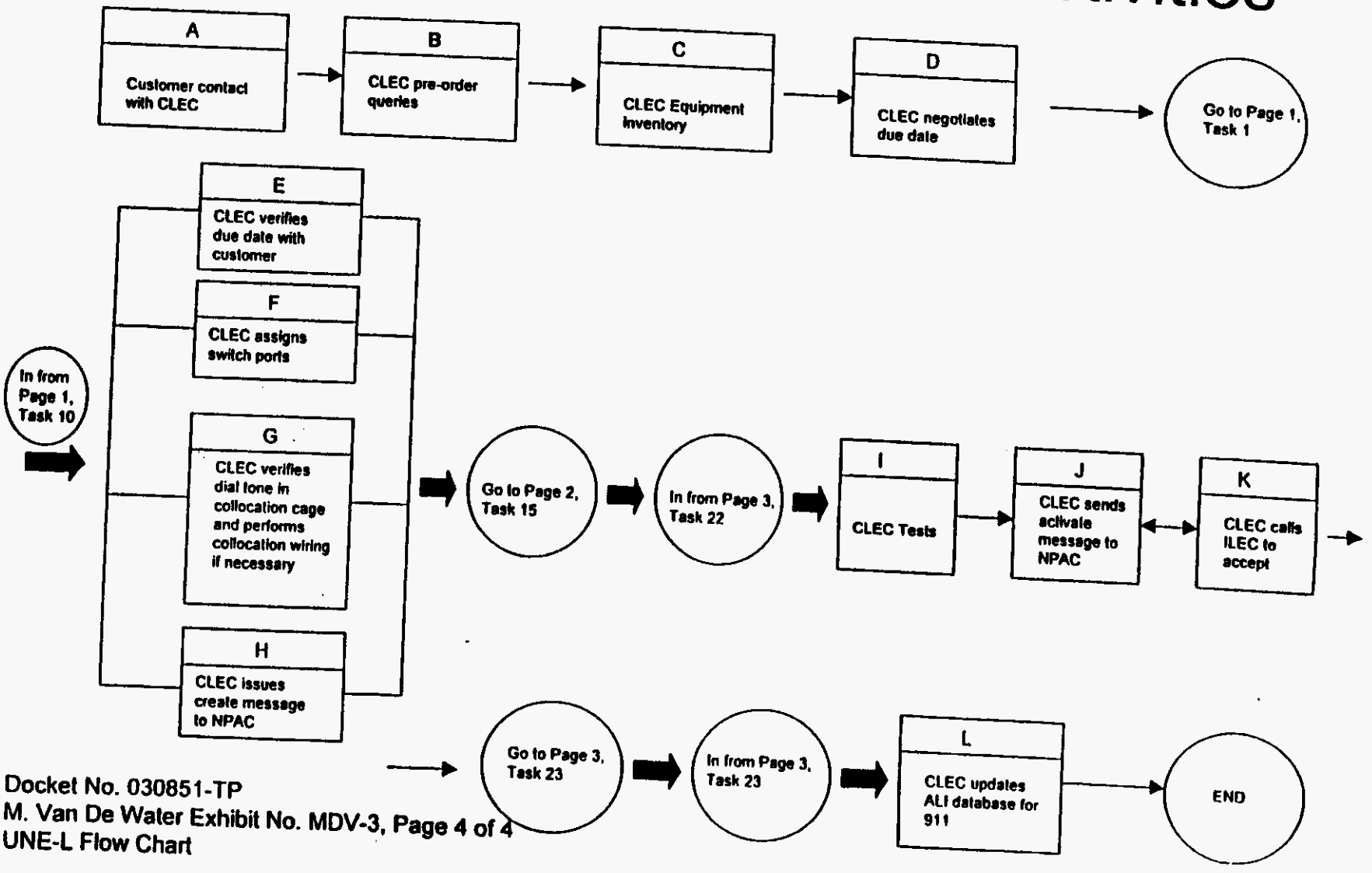
Coordinated Hot Cut Process



The intervals depicted are business days and assume the order is transmitted and processed mechanically and or manually or electronically and requires manual handling, and received by the LCSC prior to 10 AM location time of the respective LCSC. Manual requests or requests requiring manual handling received after 10 AM, add 1 business day.
The LCSC is located in Bir/Atl.
The AFIG is located in TN.
The UNE Center is located in Bir/Atl.
The Co is located in TN.
The CPG is located in TN.

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M. Van De Water Exhibit No. MDV-3, Page 3 of 4
UNE-L Flow Chart

Coordinated Hot Cut Process
CLEC Hot Cut Incremental Activities



Docket No. 030851-TP
M. Van De Water Exhibit No. MDV-3, Page 4 of 4
UNE-L Flow Chart

SEE VIDEO ATTACHED

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment.

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list. these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time:
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS. are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16. 2002.

Sincerely,

cc: Greg Terry

BELLSOUTH

UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration

CLEC Information Package

Version 1

Docket No. 030851-TP
M. Van De Water Exhibit No. MDV-6, Page 1 of 11
BellSouth's Bulk Migration Package

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BELLSOUTH

UNE-P to UNE-L Bulk Migration

1. Introduction & Scope

This Product Information Package is intended to provide CLECs general ordering information specific to the UNE-P to UNE-L Bulk Migration process described herein.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the CLEC Notification Process.

Please contact your BellSouth Local Support Manager if you have any questions about the information contained herein.

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BellSouth's Bulk Migration Package

UNE-P to UNE-L Bulk Migration

2. Service Description

The Unbundled Network Element – Port/Loop Combination (UNE-P) to Unbundled Network Element – Loop (UNE-L) Bulk Migration process may be used by a CLEC when migrating existing multiple non-complex UNE-P Services to a UNE-L offering.

All Bulk Migration orders will be project managed by a BellSouth Project Manager. Initially, the CLEC will submit required information to a BellSouth Project Manager who after reviewing the bulk migration work effort with the field organizations will provide due dates back to the CLEC. Once the CLEC receives the due date information from the BellSouth Project Manager, the CLEC will electronically submit a Bulk Request for service order processing and provisioning. This allows migration of multiple UNE-P end-users to a UNE-L offering without submitting individual Local Service Requests.

UNE-P and UNE-L are defined below:

2.1 UNE-P

UNE-P is a UNE Port/Loop Switched Combination that combines a UNE local switch port and UNE loop to create an end-user-to-end-user transmission path and provides local exchange service. The CLEC may also choose to use the vertical services that are available through the features and functions of the local switch.

2.2 UNE-L

UNE-L is defined as the local loop network element that is a transmission facility between the main distribution frame (MDF) in BellSouth's central office and the point of demarcation at an end-user's premises. This facility will allow for the transmission of the CLEC's telecommunications services when connected to the CLEC's switch equipment. The local loop will require cross-connects for connection to the CLEC's collocation equipment. BellSouth does not provide telecommunications services with the UNE-L.

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UNE-P to UNE-L Bulk Migration

3. Requirements

Major requirements for UNE-P to UNE-L Bulk Migration process are listed below. For complete requirements, refer to the **UNE to UNE Bulk Migration** section of the **Local Ordering Handbook** *(formerly named "BellSouth Business Rules for Local Ordering")*

- Bulk Migration is available for migrating existing **non-complex** Port/Loop Combination services to Unbundled Loops with Local Number Portability (LNP).
- A UNE Loop will be provided for each ported telephone number formerly associated with the UNE-P Service.
- Complex UNE-P accounts are prohibited on Bulk Requests. Examples of Complex UNE-P are 2 Wire ISDN/BRI Digital Loop & Port UNE Combination, 4 Wire ISDN/PRI Digital Loop & Port UNE Combination, UNE-P Centrex, Digital Direct Integration Termination Service (DDITS), etc.
- The UNE-Ps that can be migrated are listed in the **UNE-P USOC** section.
- UNE-Ps can be migrated to the UNE-Ls listed in the **UNE-L USOC** section. These UNE-L types must be in the CLEC's Interconnection Agreement.
- Bulk Requests that require a change in existing loop facilities to a type of facility that is not available, resulting in a Pending Facility (PF) status, must be cancelled by the CLEC and removed from the Bulk Request.
- All Existing Account Telephone Numbers (EATNs) on the Bulk Request must use the existing Regional Street Address Guide (RSAG) valid end-user address.
- All EATNs must be served from the same BellSouth Serving Wire Center (SWC).
- All UNE-Ps on a Bulk Request must be migrated to a single UNE-L type.
- No end-user moves or changes of address will be allowed on the Bulk Request.
- Non-Recurring rates for the specific loop type being requested will be charged.
- Service order charges for mechanized orders (SOMEC) will be charged based on the current rules for individual Local Service Requests (LSRs) created per EATN of a Bulk Request.
- A BellSouth Project Manager (PM) will project manage the Bulk Request.
- CLEC must submit a **BellSouth UNE-P to UNE-L Bulk Migration Project Notification**, herein known as **Project Notification**, to the BellSouth PM prior to the CLEC's placing the mechanized Bulk Request.
- CLEC may specify Desired Due Dates (DDD) for each EATN. However, the BellSouth PM will negotiate firm Due Dates for the Bulk Request.
- A minimum of two (2) EATNs and up to a maximum of ninety-nine (99) EATNs can be placed on a single Bulk Request.
- A maximum of twenty-five (25) end-user telephone numbers per EATN can be placed on a Bulk Request.
- No additional EATNs or end-user telephone numbers may be added to the ***BellSouth UNE-P to UNE-L Bulk Migration Project Notification*** form once it has been submitted to the BellSouth PM.

UNE-P to UNE-L Bulk Migration

Requirements (continued)

- Order Coordination-Time Specific option is not applicable for a Bulk Request.
- UNE-Ls that require a Service Inquiry and/or Unbundled Loop Modification are excluded from the Bulk Request process.
- A Reservation Identification (RESID) (also referred to as a Facility Reservation Number (FRN)) is required on the Bulk Request for Unbundled ADSL Compatible Loops, HDSL Compatible Loops and Unbundled Copper Loop - Designed (UCL-D). Refer to the **Unbundled ADSL and Unbundled HDSL Compatible Loop, UCL-Designed CLEC Information Packages** and **Loop Make-Up CLEC Information Package** for RESID/FRN requirements.
- When a Mechanized Loop Make Up with Facility Reservation Number (FRN) is requested, the CLEC must submit the Bulk Request with the FRN to BellSouth within 24 hours of receiving FRN.
- Firm Order Confirmation (FOC) will be sent on individual LSRs generated from the Bulk Request.
- Upon receipt of a Reject, CLEC must re-submit a corrected Bulk Request or submit a cancellation of the Bulk Request.

4. Options

- Order Coordination (OC) /Coordinated Hot Cut (CHC) is included on the UVL-SL2, 2 Wire ADSL and 2/4 Wire HDSL Loops. OC is available when the loop is provisioned over an existing circuit that is currently providing service to the end-user.
- OC is available as a chargeable option for conversions to UVL-SL1, UCL-ND and UCL-Designed Loops. OC must be requested at the EATN level on the Project Notification form. An OC charge will be applied to each loop on the EATN for which OC has been requested. OC will be indicated on Project Notification and will not be required on the Bulk Request LSR at this time.
- The CLEC may qualify the existing UNE-P facilities for the UNE-L types requested. For example, through Loop Make-Up (LMU), the CLEC can verify that a UNE-P facility being migrated is not on an Integrated Digital Loop Carrier (IDLC). When the existing UNE-P facility is on IDLC, the CLEC can reserve alternate compatible facilities if available.

5. Bulk Migration Submission/Flow Process

The Bulk Request Submission Process will consist of two main work activities. The CLEC will first submit a Project Notification. Once the Project Notification has been processed and returned to the CLEC, the CLEC will then prepare and input the mechanized Bulk Request. The Bulk Request must be submitted according to the guidelines contained in the **Local Ordering Handbook**. Below are the steps in the process :

Step #	Action
1	PM receives Project Notification form from CLEC and negotiates/assigns Bulk Order Package Identifier (BOPI) and validates information (i.e., USOCs, Same Wire Center, etc.).
2	If pertinent information is missing on the Project Notification package, the form is returned to CLEC along with a reason(s) for return. PM receives corrected Project Notification from the CLEC and continues the negotiation process.
3	PM contacts BellSouth's Network organization and negotiates Due Date (DD) for all related Purchase Order Numbers (PONs) in the Bulk package and returns Bulk Notification Form including negotiated DD to the CLEC.
4	Upon receipt of the Bulk Notification Form that includes negotiated DD from PM, CLEC submits Bulk Request package with negotiated dates for each EATN/PON via electronic ordering interface.
5	If the CLEC wants to supplement (SUP) (01,02,03) an individual PON, the request must be sent through the same electronic ordering system as the original Bulk Request.
6	At this point, the Bulk Request package will be processed for 1st level validation and any rejects will be mechanically generated to the CLEC.
7	The electronic ordering systems will accept the Bulk Request package, break the individual PONs into separate LSRs and populate the remaining required LSR fields from Operation Support System (OSS) systems prior to sending the individual LSRs downstream to the Local Number Portability (LNP) Gateway.
8	The LNP Gateway will perform 2nd level validations and provide any fallouts, per "business as usual" processes. The Local Carrier Service Center (LCSC) will handle all fallouts as normal. Any of the individual PONs that must be clarified will be sent back to the CLEC, business as usual.
9	After LNP Gateway issues the service orders, the LCSC will handle all manual service order fallouts as normal. The BellSouth Service Representative will send any PF and Missed Appointments (MA) to the CLEC via a jeopardy notice.
10	LNP Gateway will send an FOC on each individual PON associated with the Bulk Request package, to the CLEC.
11	The Project Manager will monitor PON, Service Order and Porting Statuses associated with the Bulk Request package. BellSouth's Service Representative and Project Manager will monitor the LNP gateway for the "Number Ported" messages and the Service Representative will handle manual port out order processing if required.

6. BellSouth UNE-P to UNE-L Bulk Migration Project Notification Process

Following is the Project Notification process:

- Complete the **BellSouth UNE-P to UNE-L Bulk Migration Project Notification** form according to the instructions.
- Electronically submit the ***Project Notification*** to the email address of the CLEC's assigned BellSouth Project Manager (PM). For help with identifying a Project Manager, contact your BellSouth Customer Support Manager.
- The BellSouth PM will review the information submitted by the CLEC and will assign a Bulk Order Package Identifier (BOPI) that the CLEC will later use on the electronic Bulk Request.
- The BellSouth PM will coordinate with BellSouth's field forces to schedule the migration Due Dates.
- Once the review with the field forces is complete, the BellSouth PM will include the Due Dates on the ***Project Notification*** and return it to the CLEC.
- No additional EATNs or end-user telephone numbers may be added to the ***Project Notification*** form once it has been submitted to the BellSouth PM.

UNE-P to UNE-L Bulk Migration

7. UNE-P USOCs

The UNE-P Services that can be migrated to UNE-L are represented by the Port USOCs listed in the table below:

Port USOC	Unbundled Port/Loop Combination Element	Description of Combinations using an Unbundled Exchange Port (UEP):
UEPBX	UEPLX	UEP, Business, 2 Wire Analog Business Line Port. UNE=P Basic Class of Service
UEPRX	UEPLX	UEP, Residence, 2 Wire Analog Residence Line Pot. UNE-P Basic Class of Service
UEPCO	UEPLX	UEP, Coin Basic Class of Service UNE-P
UEPBV	UEPLX	UEP, Remote Call Forwarding, Business Basic Class of Service
UEPVR	UEPLX	UEP, Remote Call Forwarding, Residence Basic Class of Service

8. UNE-L USOCs

Below are the UNE-L types and associated USOCs to which the UNE-Ps can be migrated:

Loop USOC	Description
UEAL2	2 Wire Unbundled Voice Loop – SL1
UEAL2, UEAR2	2 Wire Unbundled Voice Loop – SL2
UCLPW	2 Wire Unbundled Copper Loop/Short– Designed without manual Service Inquiry
UCL2W	2 Wire Unbundled Copper Loop/Long - Designed without manual Service Inquiry
UCL4W	4 Wire Unbundled Copper Loop/Short – Designed without manual Service Inquiry
UCL4O	4 wire Unbundled Copper Loop/Long – Designed without manual Service Inquiry
UEO2X	2 Wire Unbundled Copper Loop – Non-Designed
UAL2W	2 Wire Unbundled ADSL Loop without manual Service Inquiry
UHL2W	2 Wire Unbundled HDSL Loop without manual Service Inquiry
UHL4W	4 Wire Unbundled HDSL Loop without manual Service Inquiry

UNE-P to UNE-L Bulk Migration

9. Intervals

9.1 BellSouth UNE-P to UNE-L Bulk Migration Project Notification Interval

- The "*PM Targeted Response Interval*" column in the table below represents the targeted number of business days in which the PM will respond back to the CLEC.
- CLEC must submit the **Project Notification** in advance of the earliest CLEC's requested Desired Due Date (DDD) according to the "*Minimum # of days in advance to submit Project Notification*" column in the table below. This column represents the number of days that the Project Notification must be submitted in advance of the earliest DDD.
- "*Minimum # of days*" includes the interval for the Project Manager to negotiate the Due Dates. It also allows three (3) days for the CLEC to correct, process and submit mechanized Bulk Request and it includes 14 days in order to meet the 14-business day submission requirement for the Bulk Request.
- The PM will attempt, where possible, to assign the work such that migrations occur on the requested DDD.

# of end-user Tel. Numbers	PM Targeted Response Interval	CLEC days after receipt from Proj Mgr	Bulk Request Submission Requirement	Minimum # of days in advance to submit Project Notification
Maximum of 99	7 business days	3 business days	14 business days	24 business days
100-200	10 business days	3 business days	14 business days	27 business days
201 +	To be determined	3 business days	14 business days	Contact PM

9.2 Bulk Request Service Order Intervals

- The BellSouth Project Manager will negotiate the Bulk Request due dates with BellSouth's provisioning personnel and will communicate the due date to the CLEC.
- The CLEC must submit the Bulk Request and it must be accepted by the mechanized system at least 14 business days in advance of the earliest Due Date for any end-user telephone number to be migrated.

9.3 Example of Intervals

An example of Intervals follows:

CLEC submits Project Notification with 87end-user telephone numbers on May 1, 2003:

- May 12, 2003 (7 business days) – CLEC receives Project Notification with firm Due Dates
- May 12 – May 15 (3 business days) – CLEC will prepare and submit mechanized Bulk request via the electronic interface.
- June 5, 2003 (14 business days) – the earliest PM assigned Due Date on the Project Notification returned to the CLEC.

10. Acronyms

ADSL	Asymmetrical Digital Subscriber Line
BOPI	Bulk Order Package Identifier
CHC	Coordinated Hot Cut
CLEC	Competitive Local Exchange Carrier
DDD	Desired Due Date
EATN	Existing Account Telephone Number
FOC	Firm Order Confirmation
FRN	Facility Reservation Number
HDSL	High-Bit-Rate Digital Subscriber Line
LCSC	Local Carrier Service Center
LNP	Local Number Portability
LSR	Local Service Request
MDF	Main Distribution Frame
OC	Order Coordination
OSS	Operation Support System
PM	Project Manager
PON	Purchase Order Number
RESID	Reservation Identification
RSAG	Regional Street Address Guide
SWC	Serving Wire Center
UCL-D	Unbundled Copper Loop – Designed
UCL-ND	Unbundled Copper Loop – Non-Designed
UNE-P	Unbundled Network Element-Port/Loop Combination
UNE-L	UNE Loop

MDV-7



Denise C. Berger
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June 9, 2003

Phillip Cook
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00 Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process

Dear Phillip:

The purpose of this letter is to respond to your letter of May 30, 2003, regarding New Business Request (NBR) GA02-M931-00. Your letter stated that BellSouth, pursuant to Section 1.10 of Attachment 10 of the Interconnection Agreement, would consider the NBR cancelled if an acceptance or rejection response was not provided within five (5) days.

In its initial request on August 30, 2002, AT&T indicated that BellSouth's current hot cut methods were "unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment" and proposed a new process, designed to address each concern. Unfortunately, BellSouth has failed to adequately address these concerns.

First, AT&T is disappointed that BellSouth did not provide adequate information regarding the impact to customers served by BellSouth's IDLC facilities. Further, AT&T requested a process, which would allow the conversion of up to 500 customers in two (2) central offices per evening. In its letter of November 20, 2002, BellSouth states,

> "BellSouth has determined that AT&T's request is technically feasible with the following caveat:
>
> - The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer."

AT&T is distressed and concerned with this stated inability of BellSouth to sustain reasonable commercial volumes. AT&T finds BellSouth's unwillingness to commit to AT&T's modest request completely unacceptable.

Finally, BellSouth's ridiculous and excessive cost of $134.32 per working telephone number, plus regular ordering charges, as well as other unspecified overtime and technician charges, prohibits commercial use. BellSouth has once again presented AT&T with a Hobson's choice: risk a devastating disruption of a customer's service or pay BellSouth a ransom to mitigate the risk.

Please consider this letter a rejection of BellSouth's preliminary analysis and firm quote.

Sincerely,



cc: Steve Huels
Jim Schenk

MDV-8

Verizon Hot Cut Processes



000147

Verizon Hot Cut Processes
TRO Impairment Issues

- **Operational issues:**
  - How to handle higher volume of Hot Cuts each month
    - WPTS automation opportunities
    - Scalability model
    - Leverage our existing, proven processes across the nation
      - Basic Hot Cuts
      - Project Hot Cuts
- **Economic issues:**
  - How to do all of the above while keeping costs down

Verizon Hot Cut Processes
Scalability Model

- **Estimate future Hot Cut volumes:**
  - Current UNE-P inward activities
    - New
    - Migration
  - Current Hot Cut Volumes
- **Determine required work times:**
  - Technicians
  - Coordination and support centers
- **Calculate required force:**
  - (Volumes) X (Work Time) = Force Required

000149

REQUEST: Please provide the maximum number of lines that can be converted (per day) to

UNE-L using:

(a) a "bulk" hot cut process per CO and for Florida as a whole; and
(b) an individual hot cut process per CO and for Florida as a whole.

RESPONSE:

a) BellSouth's bulk hot cut process is scalable depending on volumes.

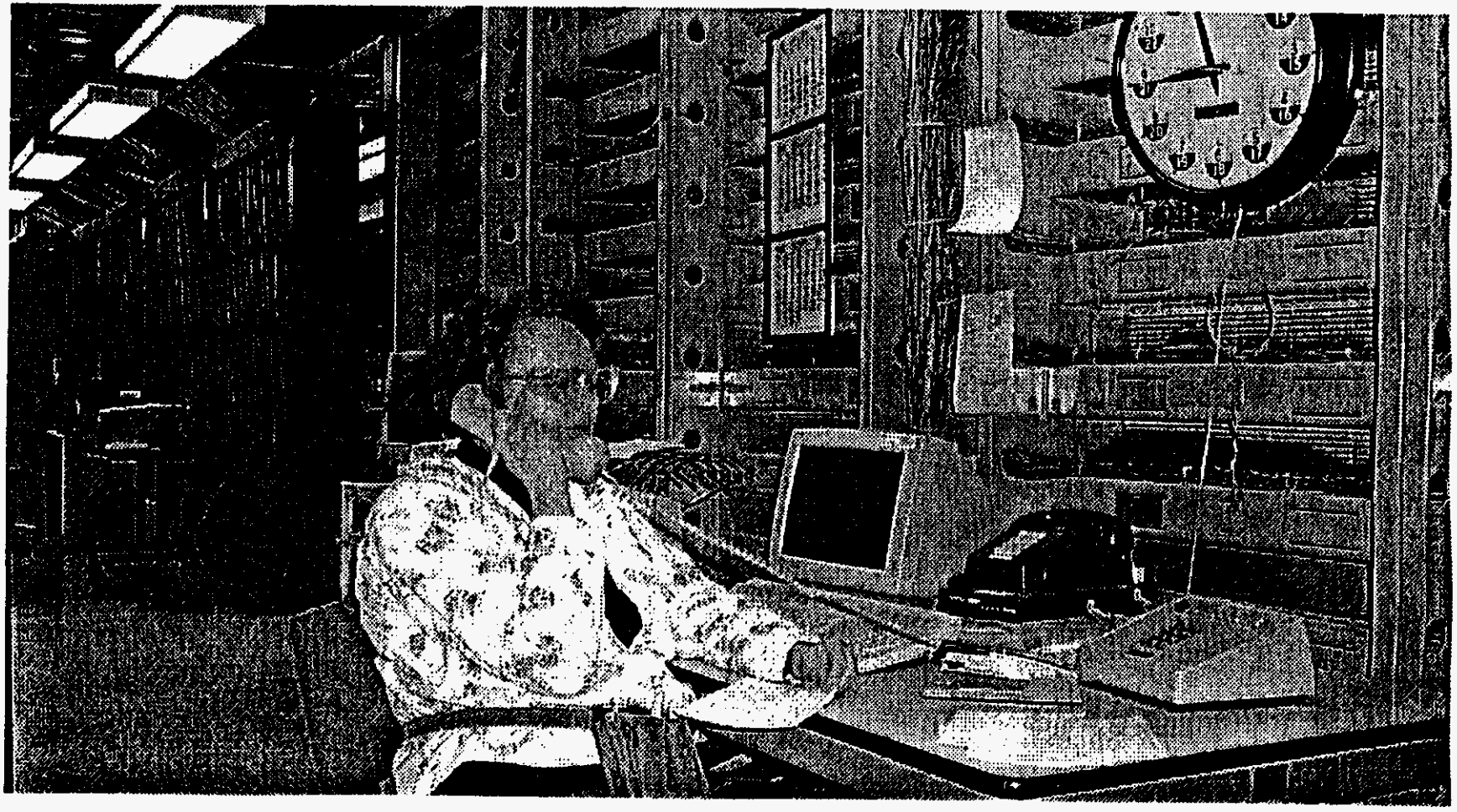
b) BellSouth's individual hot cut process is scalable depending on volumes.

RESPONSE PROVIDED BY: Ken Ainsworth

MUV-10

LOOP CUTOVER PROCESS

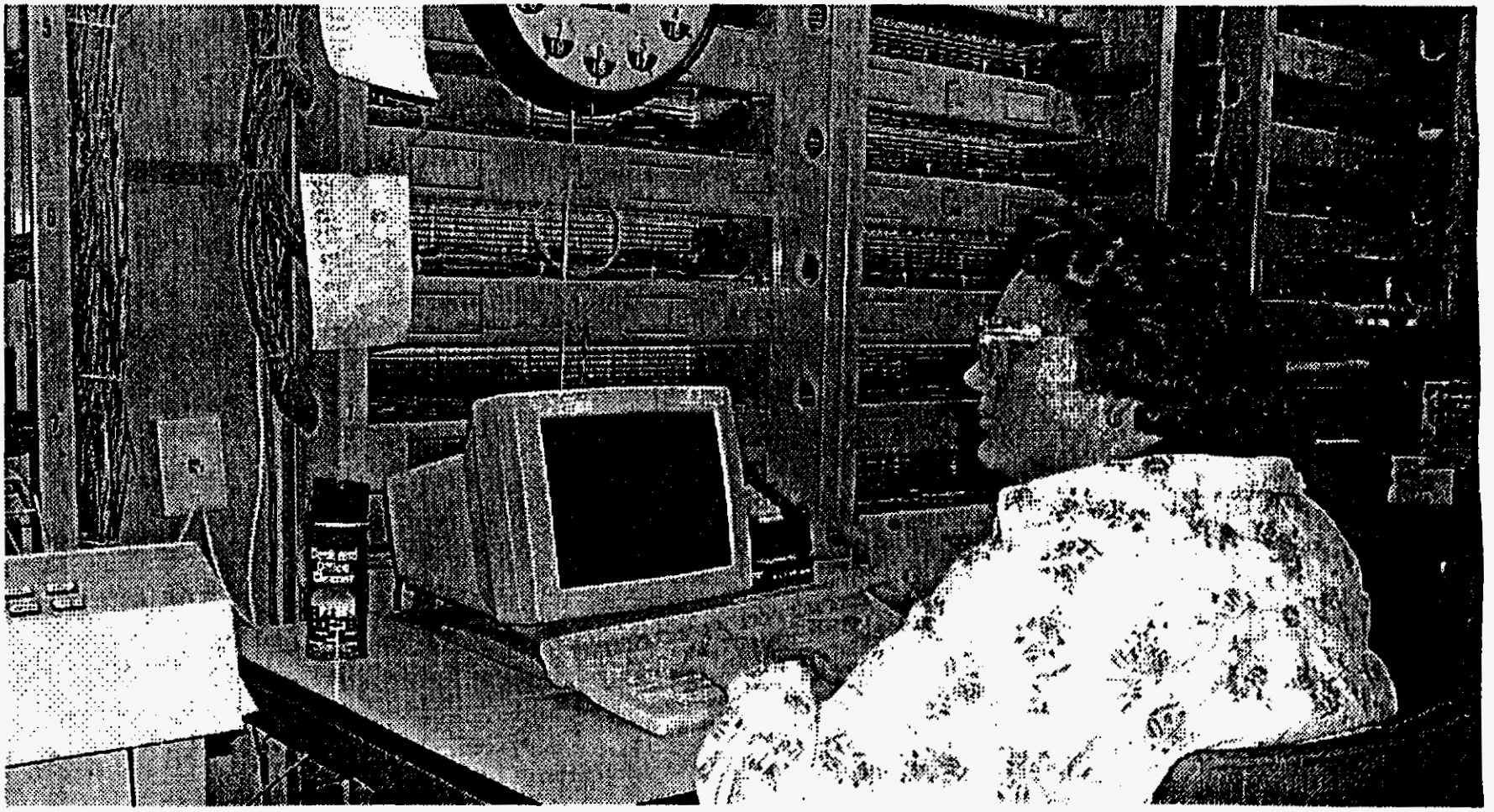
Step 1: Technician gets call to begin cutover. Asks for cable pair information.



000152

LOOP CUTOVER PROCESS

Step 2: Technician types in cable pair number to obtain order number.



05154 JUN

LOOP CUTOVER PROCESS

Step 3: Technician retrieves copy of work order.



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M. Van De Water Exhibit No. MDV-10, Page 3 of 14
BellSouth's Pictures

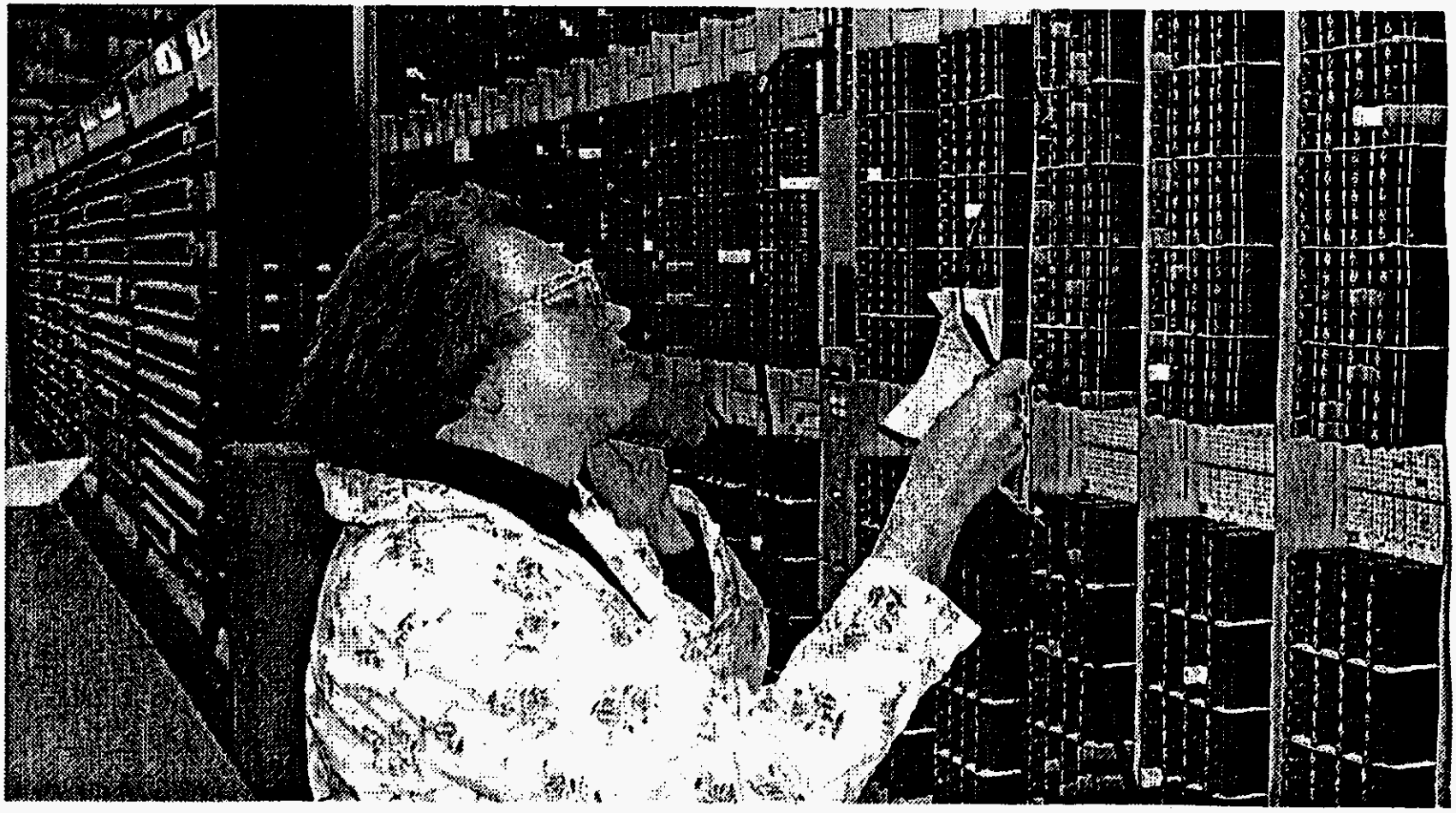
LOOP CUTOVER PROCESS

Step 4: Technician responds to UNE Center request to initiate overall cutover of service from BellSouth to CLEC.



LOOP CUTOVER PROCESS

Step 5: Technician conducts ANAC test to verify that correct loop is being cutover.



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BellSouth's Pictures

LOOP CUTOVER PROCESS

Step 6: Technician walks along Main Distributing Frame to locate both ends of jumper to be cut.



000158

LOOP CUTOVER PROCESS

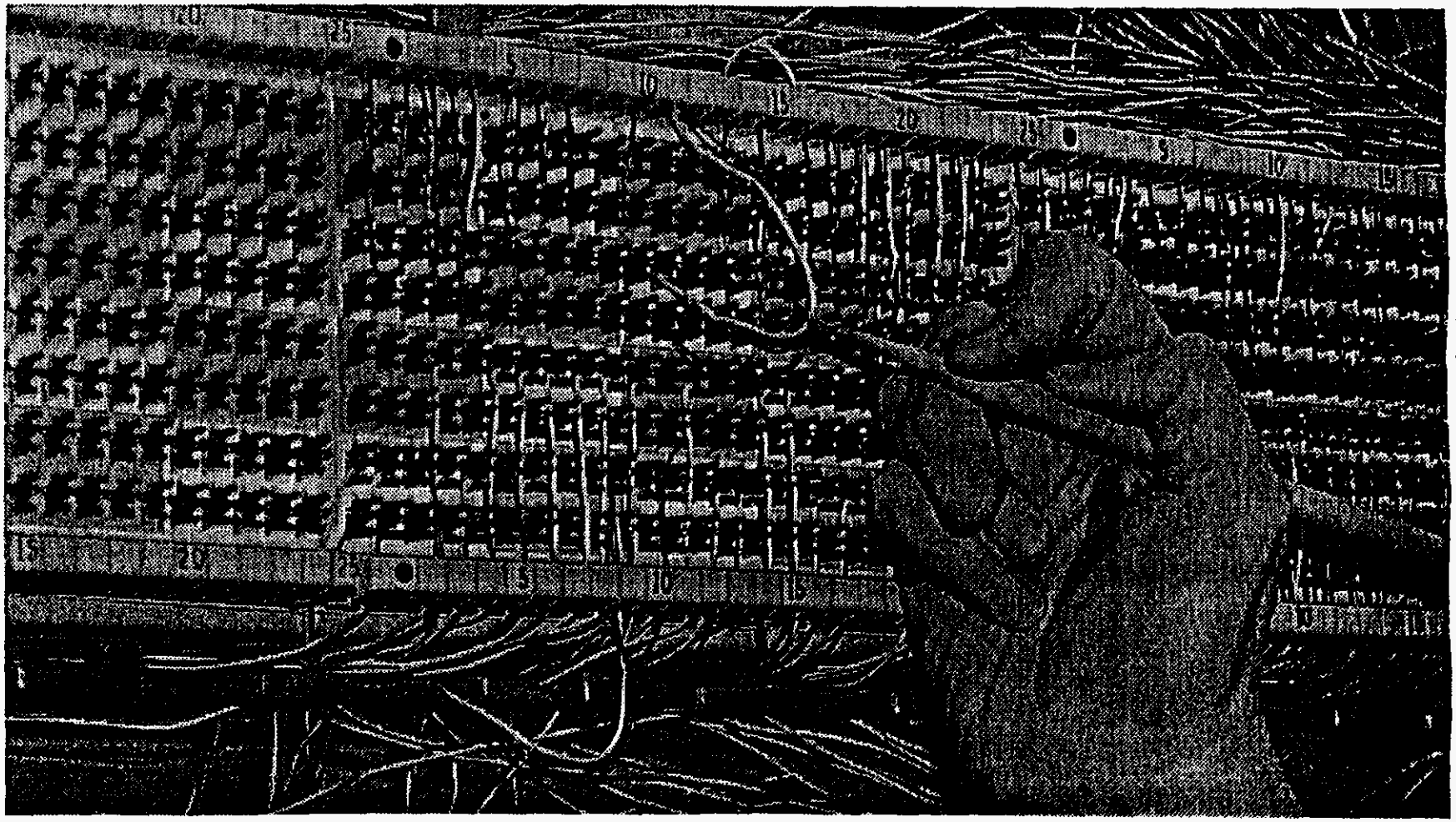
Step 7: Technician locates precise location of jumper.



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BellSouth's Pictures

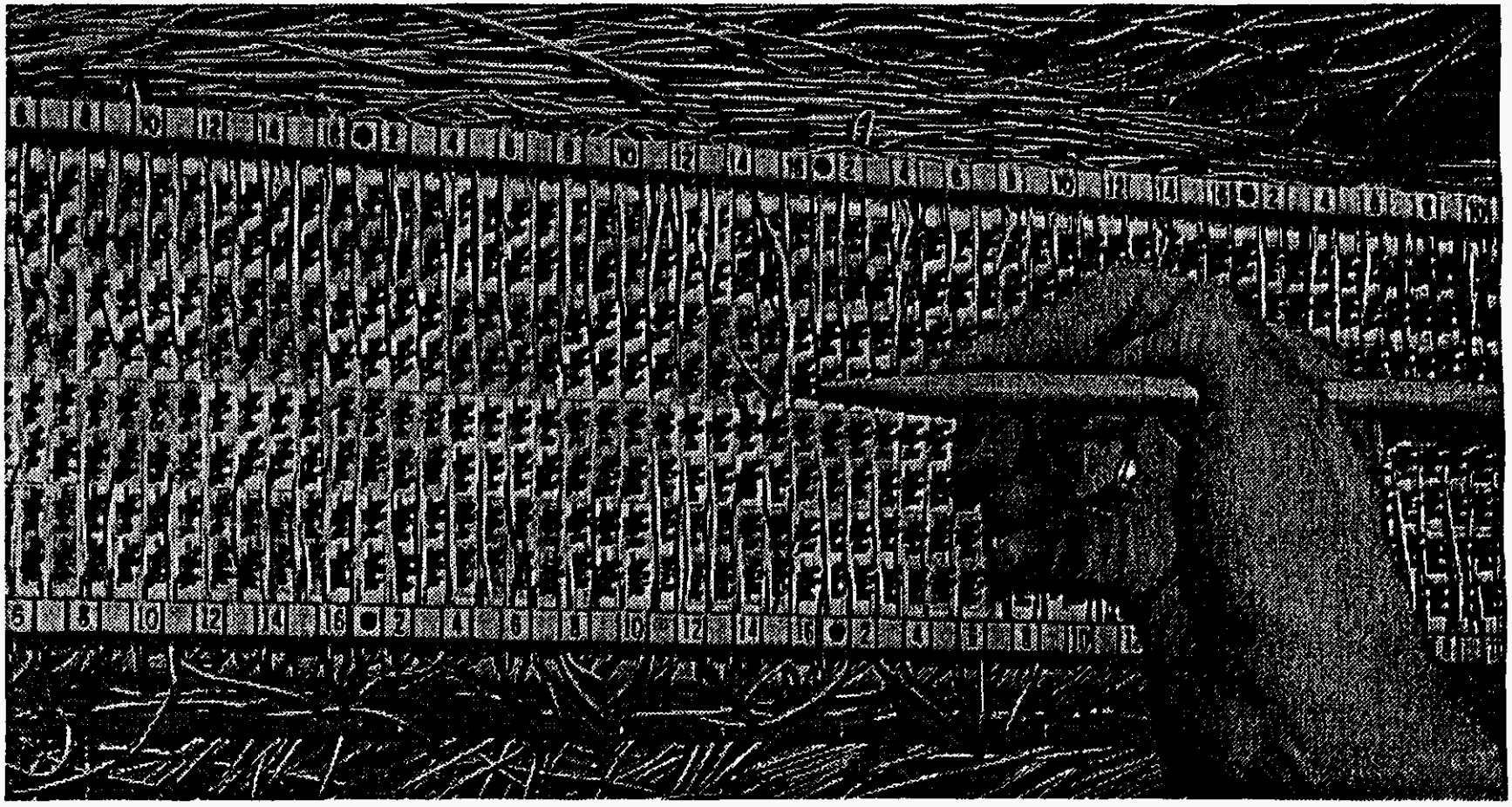
LOOP CUTOVER PROCESS

Step 8: Technician locates and removes end of jumper connected to the BellSouth cable pair.



LOOP CUTOVER PROCESS

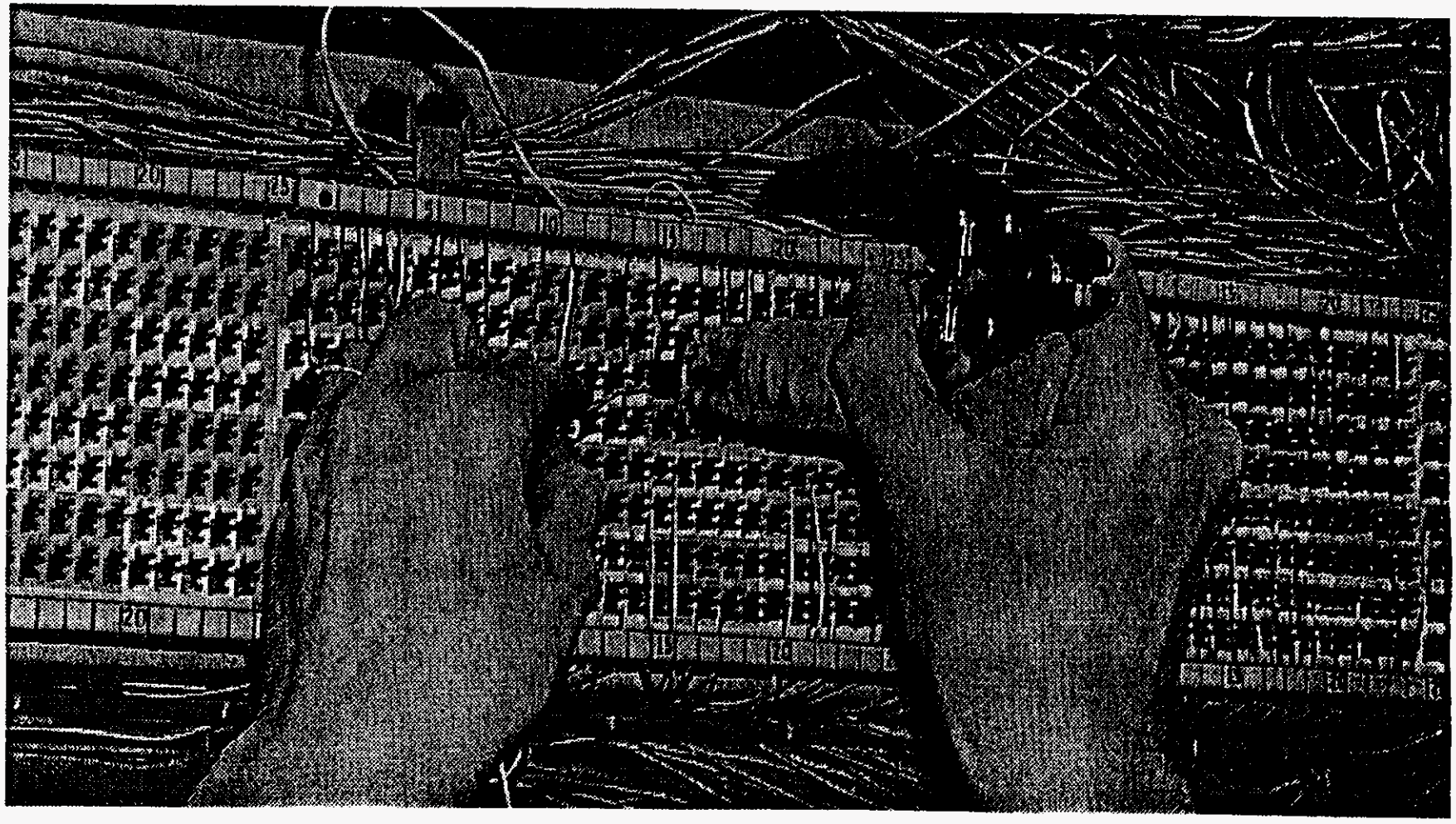
Step 9: Technician locates and removes end of jumper connected to the switching equipment.



000161

LOOP CUTOVER PROCESS

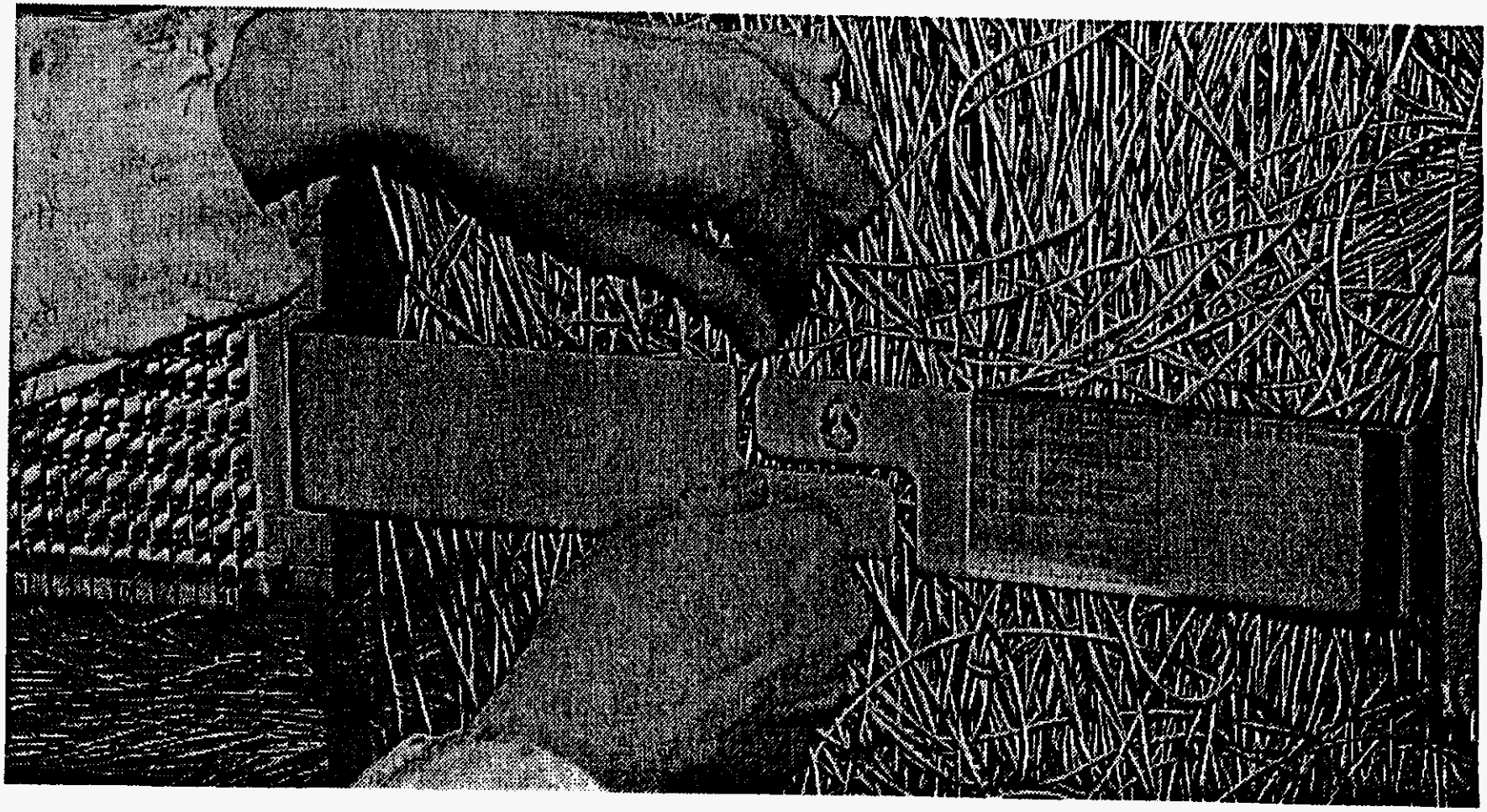
Step 10: Technician places new jumper on MDF.



000162

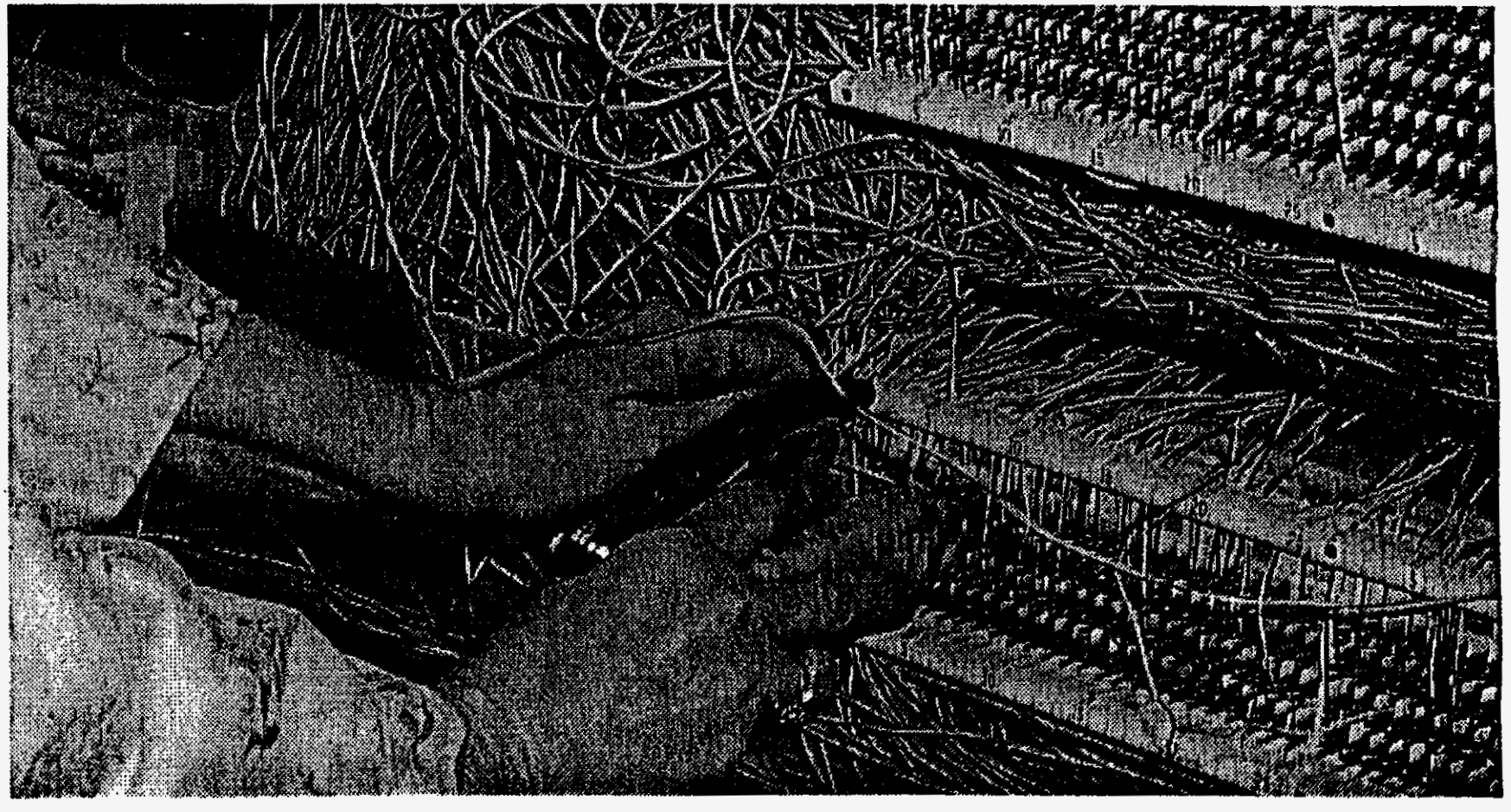
LOOP CUTOVER PROCESS

Step 11: Technician weaves wire through cable rack to reach tie cable to CLEC's collocation equipment.



LOOP CUTOVER PROCESS

Step 12: Technician connects new jumper on frame to tie cables to CLEC equipment.



LOOP CUTOVER PROCESS

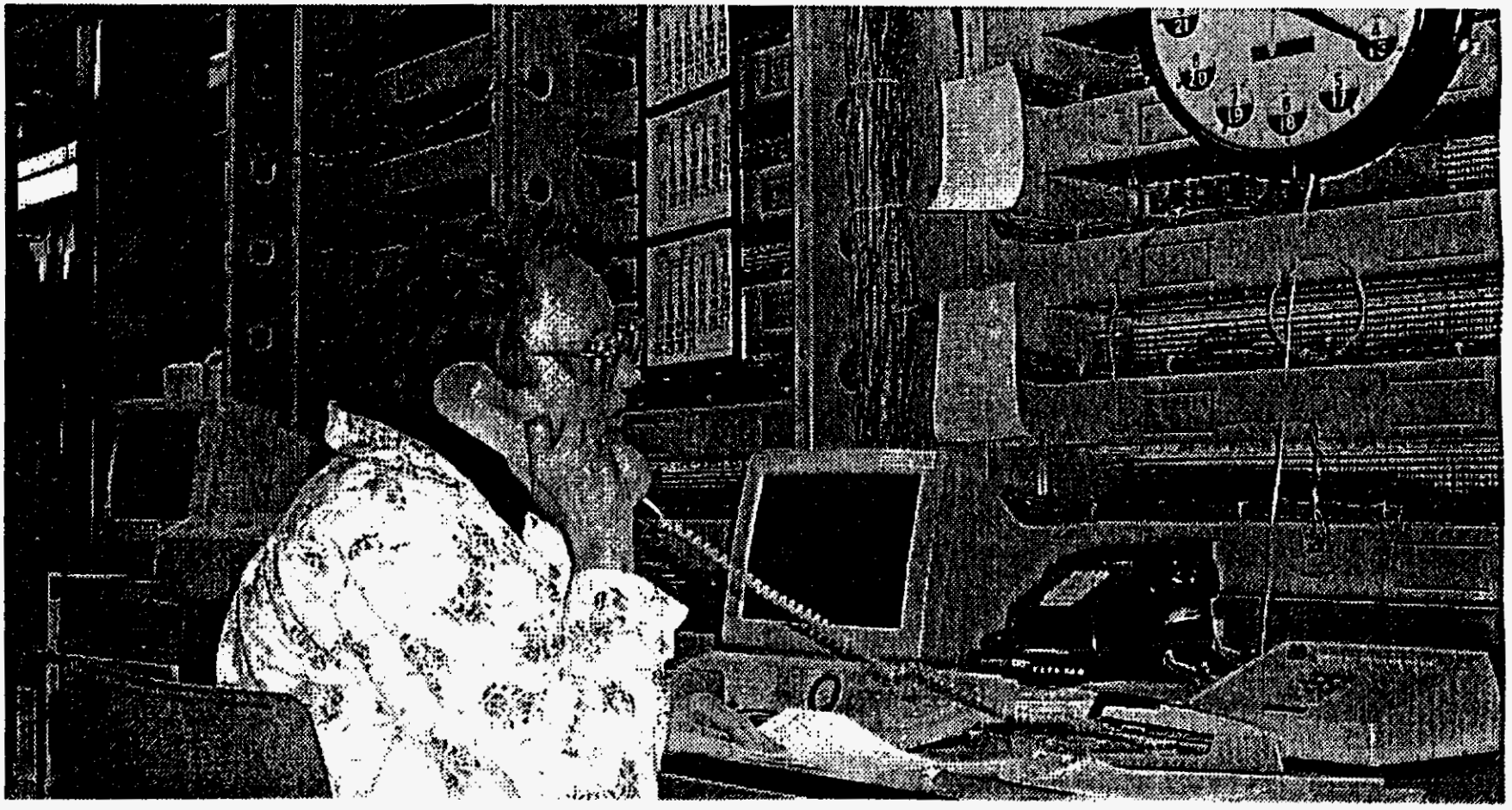
Step 13: Technician conducts ANAC test to verify that loop has been cut to correct CLEC switch port.



000165

LOOP CUTOVER PROCESS

Step 14: Technician verifies cutover with CLEC, closes order, and notifies the UNE Center.



Docket No. 030851-TP
M. Van De Water Exhibit No. MDV-10, Page 14 of 14
BellSouth's Pictures

MW-11

REQUEST: Provide the average time spent by BellSouth Central Office personnel who work directly on the Main Distribution Frame or other frames to conduct a single cutover on a single order, separated between each type or classification of cutover provided by BellSouth, including, but not limited to, "non-coordinated," "coordinated," "coordinated time-specific," or "bulk" cutovers, and explain how this was calculated.

RESPONSE: Presently, the average times spent by BellSouth Central Office personnel to conduct a single cutover for a non-designed SL1 loop on a single order are:

Activity	1st Loop (Minutes)	Additional Loops (Minutes)
non-coordinated cutover	30	21
coordinated cutover	40	23
coordinated time-specific cutover	50	25
bulk (with coordination) cutover	40	23

All of the times are based on Subject Matter Expert estimates.

In addition, see the response to Item No. 43.

RESPONSE PROVIDED BY: Dan Stinson

REQUEST: In BellSouth's Ex Parte in FCC Docket 01-338, filed December 24, 2002, on page 7, a table sets forth BellSouth's calculation of the time required to convert the "Top 20 UNE-P wire centers" to UNE-L or EELs. Provide answers to the following questions regarding that table:

(a) How many technicians were planned to work per shift, per wire center, to accomplish these conversions?
(b) How many conversions were planned per technician, per shift in each of the twenty wire centers?
(c) What is the maximum amount of new migrations BellSouth would be able to complete during the 3 –9 months these conversions would take place?
(d) How many UNE-P customers exist in these 20 wire centers as of September 1, 2003?

RESPONSE: (a) The assumption was that each of the Top 20 UNE-P wire centers, shown on page 7 of BellSouth's December 24, 2002, ex parte, have large frames and that there would typically be 6 technicians working on the frame during the normal day shift, with a maximum of 12 technicians able to work on the frame at any given time. Two shifts were assumed (except for the HLWDFLPE wire center where some third shift work was assumed) per day, with 6 technicians performing cuts during the day shift and 12 technicians performing cuts during the night shift, for an average of 9 technicians per wire center per day.

(b) The number of conversions per technician per shift in each of the twenty wire centers works out to be approximately 11.5, which results in approximately 104 conversions per wire center per day. In HLWDFLPE, assuming some third shift work, the number of conversions per technician per shift is approximately 13, which results in approximately 156 conversions per day.

(c) BellSouth's process is scalable depending on volumes.

RESPONSES (CONT.):

(d) See Attachment for response to Item No. 44(d).

RESPONSE PROVIDED BY: Lisa Brooks
Keith Milner

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
Item No. 44 (d)

ATTACHMENT TO INTERROGATORY, ITEM NO. 44 (D)

Attachment
Response to Item No. 44 (d)

BellSouth's Top 20 UNE Impacted Wire Centers as of ~ 10/1/2003
WCs shaded are the Top Twenty Reported to FCC 12/23/2002

Rank	STATE	CLLI	Total UNE-P
1	FL	hlwdflpe	27662
2	FL	miamflhl	18049
3	FL	hlwdflwh	17955
4	GA	mrtngama	15599
5	FL	prmflma	15038
6	GA	lrvlgaos	13118
7	FL	pmbhflcs	12014
8	FL	wpbhflga	11726
9	FL	miamflca	11704
10	FL	ftldflos	11202
11	FL	pmbhflma	10631
12	FL	ndadflbr	10330
13	GA	jnbogama	9587
14	GA	smyrgama	9572
15	GA	wdstgacr	9551
16	FL	oridflph	9407
17	FL	ftldflpl	9406
18	GA	rswlgama	9292
19	GA	alprgama	9215
20	FL	miamflwd	9051
21	FL	ftldflja	9038
22	FL	ndadflac	8937
23	FL	bybhflma	8913
24	GA	gsvlgama	8862
25	GA	cmnggama	8842
26	GA	agstgafl	8415
27	FL	pmbhflfe	8269
28	FL	hlwdflma	8256
29	GA	llbngama	8088
30	FL	ftldflmr	8084
31	FL	ndadflgg	7939
32	GA	atlngaep	7849
33	GA	panlgama	7815
34	FL	miamflpl	7790

Attachment
Response to Item No. 44 (d)

BellSouth's Top 20 UNE Impacted Wire Centers as of – 10/1/2003
WCs shaded are the Top Twenty Reported to FCC 12/23/2002

Rank	STATE	CLLI	Total UNE-P
1	FL	hlwdflpe	27662
2	FL	miamflhl	18049
3	FL	hlwdflwh	17955
4	GA	mrttgama	15599
5	FL	prmflma	15038
6	GA	lrvlgaos	13118
7	FL	pmbhflcs	12014
8	FL	wpbhflga	11726
9	FL	miamflca	11704
10	FL	ftldfloa	11202
11	FL	pmbhflma	10631
12	FL	ndadflbr	10330
13	GA	jnbogama	9587
14	GA	smyrgama	9572
15	GA	wdstgacr	9551
16	FL	oridflph	9407
17	FL	ftldflpl	9406
18	GA	rswlgama	9292
19	GA	alprgama	9215
20	FL	miamflwd	9051
21	FL	ftldflja	9038
22	FL	ndadflac	8937
23	FL	bybhflma	8913
24	GA	gsvlgama	8862
25	GA	cmnggama	8842
26	GA	agstgafl	8415
27	FL	pmbhflfle	8269
28	FL	hlwdflma	8256
29	GA	lilngama	8088
30	FL	ftldflmr	8084
31	FL	ndadflgg	7939
32	GA	atlngaep	7849
33	GA	panlgama	7815
34	FL	miamflpl	7790

BELLSOUTH

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robert.blau@bellsouth.com

Robert T. Blau, Ph.D., CFA
Vice President-Executive and
Federal Regulatory Affairs

202 463-4100
Fax 202 463-4631

December 24, 2002

Ms Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Ex Parte in WC Docket No. 01-338

Dear Ms Dortch:

On December 23, 2002, Pete Martin, Jonathan Banks, Keith Milner, Ken Ainsworth and the undersigned met with William Maher, Jeffrey Carlisle and Rich Lerner of the Wireline Competition Bureau.

The purpose of this meeting was to discuss BellSouth's ability to hot-cut UNE-P to UNE-L lines, as well as BellSouth retail to UNE-L lines, in a timely and efficient manner. Details of the discussion are summarized in the attached document.

In accordance with Section 1.1206, I am filing this notice electronically and request that you please place them in the record of the proceeding identified above.

Sincerely,

Robert T. Blau/all

Attachment

cc: William Maher
Jeffrey Carlisle
Rich Lerner

Conversion of the Embedded UNE-P Base – Top 20 UNE-P Wire Centers

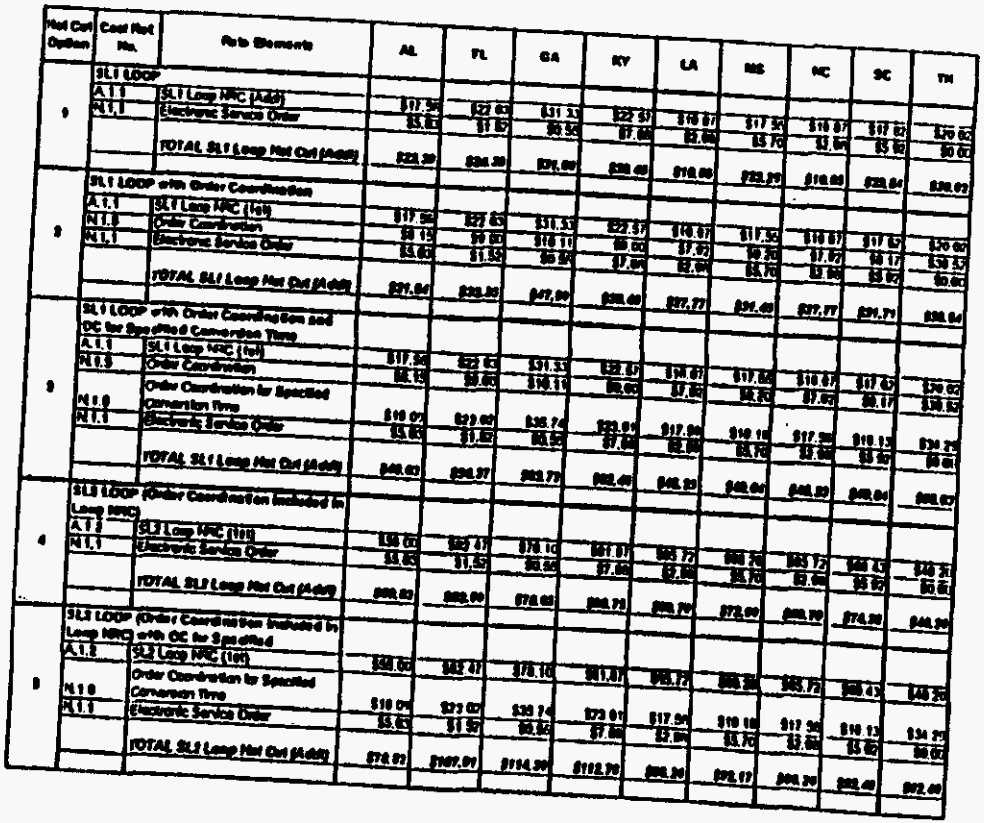
CO	UNE-P Bus Units	UNE-P Res Units	Total UNE-Ps	Months required to convert 100% of UNE-Ps to UNE-L and/or EELs	Months required to convert 30% of existing UNE-Ps to UNE-L and/or EELs	# of Collocation Arrangements by CLECs that are also providing UNE-Ps
HLWDFLPE Total	2,448	22,154	24,602	9.00	3.55	5
MIAMFLHL Total	3,177	12,883	16,060	7.73	2.32	4
HLWDFLWH Total	2,253	12,253	14,506	6.98	2.10	6
PRRNFLMA Total	2,433	10,647	13,080	6.30	1.89	4
MRTTGAMA Total	2,253	9,138	11,391	5.48	1.65	8
MIAMFLCA Total	1,290	9,843	11,133	5.36	1.61	2
PMBHFLCS Total	1,731	8,856	10,589	5.10	1.53	2
LRVLGAOS Total	1,414	7,982	9,396	4.52	1.36	2
MIAMFLWD Total	494	8,094	8,588	4.13	1.24	1
PMBHFLMA Total	2,256	6,205	8,463	4.07	1.22	5
WPBHFLGA Total	1,471	6,922	8,393	4.04	1.21	4
NDADFLBR Total	943	7,094	8,037	3.87	1.16	1
FTLDFLOA Total	1,358	6,675	8,033	3.87	1.16	3
FTLDFLJA Total	1,570	6,456	8,026	3.86	1.16	3
MIAMFLPL Total	5,353	1,912	7,265	3.50	1.05	4
WDSTGACR Total	1,165	6,014	7,179	3.46	1.04	2
FTLDFLPL Total	1,897	5,280	7,177	3.46	1.04	5
NDADFLAC Total	1,565	5,568	7,133	3.43	1.03	2
RSWLGAMA Total	1,391	5,515	6,906	3.33	1.00	7
SMYRGAMA Total	971	5,926	6,897	3.32	1.00	6
Total (Top 20 COs)	37,435	165,419	202,854			76
Grand Total (all COs)	576,297	821,002	1,397,299			898

NOTES: (1) Months required to convert 100% of UNE-Ps based on 2 shifts, except for HLWDFLPE, where some third shift work is included.
(2) Based on a mix of SL1 and SL2 loops.

Hot Cut Rates - First

Hot Cut Option	Cost Rel No.	Rate Elements	AL	FL	GA	KY	LA	MS	NC	SC	TN
1	SL1 LOOP										
	A1.1	SL1 Loop NRC (1st)									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (1st)									
2	SL1 LOOP with Order Coordination										
	A1.1	SL1 Loop NRC (1st)									
	N1.5	Order Coordination									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (1st)									
3	SL1 LOOP with Order Coordination and OC for Specified Conversion Time										
	A1.1	SL1 Loop NRC (1st)									
	N1.5	Order Coordination									
	N1.6	Order Coordination for Specified Conversion Time									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (1st)									
4	SL2 LOOP (Order Coordination Included in Loop NRC)										
	A1.2	SL2 Loop NRC (1st)									
	N1.1	Electronic Service Order									
		TOTAL SL2 Loop Hot Cut (1st)									
5	SL2 LOOP (Order Coordination Included in Loop NRC) with OC for Specified										
	A1.2	SL2 Loop NRC (1st)									
	N1.6	Order Coordination for Specified Conversion Time									
	N1.1	Electronic Service Order									
		TOTAL SL2 Loop Hot Cut (1st)									

Hot Cut Rates - Additional



Hot Cut Option	Cost Rel No.	Rate Elements	AL	FL	GA	KY	LA	MS	NC	SC	TN
1	SL1 LOOP										
	A1.1	SL1 Loop NRC (Add)									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (Add)									
2	SL1 LOOP with Order Coordination										
	A1.1	SL1 Loop NRC (1st)									
	N1.2	Order Coordination									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (Add)									
3	SL1 LOOP with Order Coordination and OC for Specified Conversion Time										
	A1.1	SL1 Loop NRC (1st)									
	N1.2	Order Coordination									
	N1.0	Order Coordination for Specified Conversion Time									
	N1.1	Electronic Service Order									
		TOTAL SL1 Loop Hot Cut (Add)									
4	SL2 LOOP (Order Coordination Included in Loop NRC)										
	A1.2	SL2 Loop NRC (1st)									
	N1.1	Electronic Service Order									
		TOTAL SL2 Loop Hot Cut (Add)									
5	SL2 LOOP (Order Coordination Included in Loop NRC) with OC for Specified										
	A1.2	SL2 Loop NRC (1st)									
	N1.0	Order Coordination for Specified Conversion Time									
	N1.1	Electronic Service Order									
		TOTAL SL2 Loop Hot Cut (Add)									

REQUEST: Please provide, in table format, the following information for each BellSouth host or remote CO in the state of Florida:

(a) CLLI code;
(b) address;
(c) city or town;
(d) whether the CO is staffed full time (i.e., during regular business hours), part-time (and if so on what basis), or unstaffed; and
(e) whether the switch within the CO is a remote switch, and if so identify the associated host switch.

RESPONSE: See Attachment 1.

NOTE: A Central Office is noted as "Manned" if BellSouth reports employees to that central office every day regardless of workload, and a central office is marked "Unmanned" if employees are only dispatched to that location when workload warrants. No central offices are unmanned all the time.

RESPONSE PROVIDED BY: W. Keith Milner

BellSouth Telecommunications. Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
Item No. 1

ATTACHMENT TO INTERROGATORY, ITEM NO. 1

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
ARCHFLMA	327 W ALABAMA ST	ARCHER	FL	32618	N	REMOTE	GSVLFLNW
BCRTFLBT	5140 S Congress Av	BOCA RATON	FL	33487	Y	HOST	
BCRTFLMA	838 S Dixie Hwy	BOCA RATON	FL	33432	Y	HOST	
BCRTFLSA	9407 Glades Rd	BOCA RATON	FL	33433	Y	HOST	
BGPIFLMA	US Hwy 1 MM 31	BIG PINE KEY	FL	33042	N	REMOTE	KYWSFLMA
BKVLFLJF	201 E JEFFERSON ST	BROOKSVILLE	FL	34613	Y	HOST	
BLDWFLMA	155 DREW ST	JACKSONVILLE	FL	32234	N	REMOTE	JCVLFLWC
BLGLFLMA	108 SW Av C	BELLE GLADE	FL	33430	N	HOST	
BNNLFLMA	111 SOUTH CHERRY STREET	BUNNELL	FL	32110	N	REMOTE	PLCSFLMA
BRSNFLMA	211 CAPITAL STREET	BRONSON	FL	32621	N	REMOTE	GSVLFLNW
BYBHFLMA	221 SE 4th St	BOYNTON BEACH	FL	33435	Y	HOST	
CCBHFLAF	1734 CANAVERAL AIR FORCE	CAPE CANAVERAL	FL	32920	N	REMOTE	CCBHFLMA
CCBHFLMA	450 W CCBH CAUSEWAY	COCOA BCH	FL	32931	Y	HOST	
CDKYFLMA	3RD STREET	CEDAR KEY	FL	32625	N	REMOTE	GSVLFLNW
CFLDFLMA	112 S.E. 1ST STREET	CHIEFLAND	FL	32626	Y	REMOTE	GSVLFLNW
CHPLFLJA	689A 3RD ST.	CHIPLEY	FL	32428	Y	HOST	
CNTMFLLE	521 MUSCOGEE RD	CANTONEMENT	FL	32533	Y	HOST	
COCOFLMA	712 FLORIDA AVENUE	COCOA	FL	32922	Y	HOST	
COCOFLME	125 EAST MUSTANG WAY	MERRITT ISLAND	FL	32953	Y	HOST	
CSCYFLBA	410 SW 1ST ST	CROSS CITY	FL	32628	Y	REMOTE	GSVLFLNW
DBRYFLDL	1204 PROVIDENCE BLVD	DELTONA	FL	32713	N	HOST	
DBRYFLMA	113 SOUTH HIGHWAY 17-92	DEBARY	FL	32713	N	REMOTE	DBRYFLDL
DELDFLMA	316 W NEW YORK AVE	DELAND	FL	32720	Y	HOST	
DLBHFLKP	6037 W Atlantic	DELRAY BEACH	FL	33445	Y	HOST	
DLBHFLMA	321 SE 2nd St	DELRAY BEACH	FL	33483	Y	HOST	
DLSPFLMA	135 BERLIN STREET	DELEON SPGS	FL	32130	N	REMOTE	DELDFLMA
DNLNFLWM	12060 S WILLIAMS ST	DUNNELLON	FL	34430	Y	REMOTE	WWSPFLHI
DRBHFLMA	780 S Deerfield Av	DEERFIELD	FL	33441	Y	HOST	
DYBHFLFN	1861 MASON AV	DAYTONA BCH	FL	32014	N	REMOTE	DYBHFLPO
DYBHFLMA	268 N RIDGEWOOD AVE	DAYTONA BCH	FL	32114	Y	HOST	
DYBHFLOB	22 S RIDGEWOOD AVE	ORMOND BCH	FL	32174	Y	HOST	
DYBHFLOS	1776 N OCEANSHORE BLVD	ORMOND BCH	FL	32174	N	REMOTE	DYBHFLOB
DYBHFLPO	829 ORANGE AVE	DAYTONA BCH	FL	32119	Y	HOST	
EGLLFLBG	1750 CROTON AVE	MELBOURNE	FL	32935	Y	HOST	
EGLLFLIH	980 PINETREE DRIVE	SATELLITE BCH	FL	32937	Y	HOST	
EORNFLMA	19544 COLONIAL DR.	ORLANDO	FL	32826	N	REMOTE	ORLDFLAP

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
FLBHFLMA	210 S DAYTONA AVE	FLAGLER BCH	FL	32136	N	REMOTE	PLCSFLMA
FRBHFLFP	1910 SOUTH 8TH STREET	FERNANDINA BCH	FL	32034	Y	HOST	
FTGRFLMA	9451 HECKSCHER DRIVE	JACKSONVILLE	FL	32226	N	REMOTE	JCVLFLOW
FTLDFLAP	200 Terminal Dr	FT. LAUDERDALE	FL	33315	N	REMOTE	HLWDFLMA
FTLDFLCR	2530 E Oakland Park Blvd	FT.LAUDERDALE	FL	33306	Y	HOST	
FTLDFLCY	5395 NE 14th Av	FT.LAUDERDALE	FL	33334	Y	HOST	
FTLDFLJA	10141 W Broward Blvd	FT.LAUDERDALE	FL	33324	Y	HOST	
FTLDFLMR	211 NE 2nd St	FT.LAUDERDALE	FL	33301	Y	HOST	
FTLDFLOA	4200 W Oakland Park	PLANTATION	FL	33313	Y	HOST	
FTLDFLPL	4036 Bryan Blvd	SUNRISE	FL	33317	Y	HOST	
FTLDFLSG	14000 NW 8th St	BLVD SUNRISE	FL	33325	Y	HOST	
FTLDFLSU	8750 W Oakland Park Blvd	FT.LAUDERDALE	FL	33351	Y	HOST	
FTLDFLWN	1431 Bonavenlure Blvd	FT PIERCE	FL	33326	Y	HOST	
FTPRFLMA	712 Citrus Av	GREEN COVE SPGS	FL	34950	Y	HOST	
GCSPFLCN	512 CENTER STREET	GRACEVILLE	FL	32043	Y	HOST	
GCVLFLMA	5370 CLIFF STREET	GENEVA	FL	32440	N	REMOTE	CHPLFLJA
GENVFLMA	173 FIRST ST	GULF BREEZE	FL	32732	N	REMOTE	SNFRFLMA
GLBRFLMC	98 MCCLURE DR	GAINESVILLE	FL	32561	Y	HOST	
GSVLFLMA	400 SW 2ND AVENUE	GAINESVILLE	FL	32601	Y	HOST	
GSVLFLNW	7525 N.W. 5TH PLACE	HAVANA	FL	32601	Y	HOST	
HAVNFLMA	111 1ST STREET SE	HOBE SOUND	FL	32333	Y	HOST	
HBSDFLMA	1500 S Dixie Hwy	NAVARRE	FL	33455	Y	HOST	
HLNVFLMA	1810 STATE ROAD 87	HALLANDALE	FL	32561	Y	HOST	
HLWDFLHA	120 NE 12th Av	HOLLYWOOD	FL	33009	Y	HOST	
HLWDFLMA	715 N Federal Hwy	PEMBROKE PINES	FL	33020	Y	HOST	
HLWDFLPE	61 NW 98th Av	HOLLYWOOD	FL	33024	Y	HOST	
HLWDFLWH	250 SW 62nd Av	HOMESTEAD	FL	33023	Y	HOST	
HMSTFLEA	2850 NORTH CANAL DR	HOMESTEAD	FL	33033	N	REMOTE	HMSTFLHM
HMSTFLHM	75 Civic Ct	NARANJA	FL	33030	Y	HOST	
HMSTFLNA	14475 SW 264th St	JRNSEN BEACH	FL	33032	Y	REMOTE	HMSTFLHM
HTISFLMA	10990 S A1A	HAWTHORNE	FL	34957	Y	HOST	
HWTHFLMA	21 N.W. FIRST STREET	ISLAMORADA	FL	32640	Y	REMOTE	GSVLFLNW
ISLMFLMA	US Hwy MM 182	JAY	FL	33036	Y	REMOTE	HMSTFLHM
JAYAFLMA	107 CHERRY STREET	JACKSONVILLE	FL	32565	N	REMOTE	CNTMFLLE
JCBHFLAB	13635 ATLANTIC BLVD.	JACKSONVILLE	FL	32225	Y	REMOTE	JCVLFLHW
JCBHFLMA	1824 NORTH 3RD STREET		FL	32250	Y	HOST	

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
JCBHFLSP	3370 THALIA RD	JACKSONVILLE	FL	32250	Y	REMOTE	JCVLFLBW
JCVLFLAR	7553 ATLANTIC BLVD.	JACKSONVILLE	FL	32211	Y	HOST	
JCVLFLBW	11317 BEACH BLVD.	JACKSONVILLE	FL	32216	Y	HOST	
JCVLFLCL	424 PEARL STREET	JACKSONVILLE	FL	32202	Y	HOST	
JCVLFLFC	6654 FT CAROLINE RD	JACKSONVILLE	FL	32211	Y	HOST	
JCVLFLIA	1550 AIRPORT RD	JACKSONVILLE	FL	32218	N	REMOTE	JCVLFLOW
JCVLFLJT	4500 SALISBURY RD	JACKSONVILLE	FL	32216	Y	REMOTE	MNDRFLLO
JCVLFLLF	1441 W EDGEWOOD AVE	JACKSONVILLE	FL	32208	Y	HOST	
JCVLFLNO	6602 NORMANDY BLVD.	JACKSONVILLE	FL	32205	Y	HOST	
JCVLFLOW	11741 N MAIN ST	JACKSONVILLE	FL	32218	Y	HOST	
JCVLFLRV	1710 TALBOT AVENUE	JACKSONVILLE	FL	32205	Y	HOST	
JCVLFLSJ	6234 OLD ST AUGUSTINE RD	JACKSONVILLE	FL	32217	Y	HOST	
JCVLFLSM	2048 HENDRICKS AVE	JACKSONVILLE	FL	32207	Y	HOST	
JCVLFLWC	5532 JAMMES RD	JUPITER	FL	32210	Y	HOST	
JPTRFLMA	112 Seminole Av	KEYSTONE HGHTS	FL	33458	Y	HOST	
KYHGFLMA	70 SW MAGNOLIA AVE	LARGO SOUND	FL	32656.	N	REMOTE	GSVLFLNW
KYLRFLLS	US Hwy 1 MM 102.5	KEY LARGO	FL	33037	Y	REMOTE	HMSTFLHM
KYLRFLMA	US Hwy 1 MM 95	KEY WEST	FL	33037	Y	REMOTE	HMSTFLHM
KYWSFLMA	530 Soulhard St	LAKE CITY	FL	33040	Y	HOST	
LKCYFLMA	130 WEST NASSAU STREET	LAKE MARY	FL	32055	Y	HOST	
LKMRFLMA	365 INTERNATIONAL PARKWAY	LYNN HAVEN	FL	32746	Y	HOST	
LYHNFLOH	812 OHIO AVE	MICANOPY	FL	32444	Y	HOST	
MCNPFLMA	101 N.E. 3RD AVE	MIDDLEBURG	FL	32667	N	REMOTE	GSVLFLNW
MDBGFLPM	3906 MAIN STREET	CORAL GABLES	FL	32068	Y	HOST	
MIAMFLAE	115 Alhambra Dr	MIAMI	FL	33134	Y	HOST	
MIAMFLAL	2470 NW 38th St	MIAMI	FL	33142	Y	HOST	
MIAMFLAP	5275 NW 36th St	MIAMI	FL	33166	Y	HOST	
MIAMFLBA	2010 NW 17th Av	MIAMI	FL	33142	Y	HOST	
MIAMFLBC	251 NW 29th St	MIAMI	FL	33056	Y	HOST	
MIAMFLBR	1550 Lennox Av	MIAMI	FL	33127	Y	HOST	
MIAMFLCA	2301 SW 100th Av	MIAMI	FL	33165	Y	HOST	
MIAMFLDB	9405 Old Dixie Hwy	MIAMI	FL	33156	N	REMOTE	MIAMFLRR
MIAMFLFL	2105 W. Flagler	MIAMI	FL	33135	Y	HOST	
MIAMFLGR	45 NW 5th St	HIALEAH	FL	33128	Y	HOST	
MIAMFLHL	1245 W 69th St	MIAMI BEACH	FL	33141	Y	HOST	
MIAMFLIC	6800 Harding Av		FL	33142	Y	HOST	

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
MIAMFLKE	89 Westwood Dr	KEY BISCAYNE	FL	33149	Y	HOST	
MIAMFLME	1380 NW 21st St	MIAMI	FL	33138	Y	HOST	
MIAMFLNM	1360 NE 127th St	NORTH MIAMI	FL	33147	Y	HOST	
MIAMFLNS	2615 NW 79th St	MIAMI	FL	33169	Y	HOST	
MIAMFLOL	2660 E Superior St	MIAMI	FL	33178	Y	HOST	
MIAMFLPB	25 Nahkoda Dr	MIAMI	FL	33166	Y	HOST	
MIAMFLPL	9056 NW 41st St	MIAMI	FL	33164	Y	HOST	
MIAMFLRR	6100 SW 57th Av	MIAMI	FL	33143	Y	HOST	
MIAMFLSH	8451 NE 1st Av	MIAMI	FL	33161	Y	HOST	
MIAMFLSO	10701 SW 88th St	MIAMI	FL	33176	Y	HOST	
MIAMFLWD	15000 SW 88th St	MIAMI	FL	33196	Y	HOST	
MIAMFLWM	1155 SW 67th Av	MIAMI	FL	33144	Y	HOST	
MICCFLBB	720 Egret Cir	MICCO	FL	32957	N	REMOTE	VRBHFLMA
MLBRFLMA	728 E PALMETTO AVE	MELBOURNE	FL	32901	Y	HOST	
MLTNFLRA	6749 RAVINE STREET	MILTON	FL	32570	Y	HOST	
MNDRFLAV	8923 W WAY-SUITE 100	JACKSONVILLE	FL	32217	Y	HOST	
MNDRFLLO	11498 ST. AUGUSTINE ROAD	JACKSONVILLE	FL	32223	Y	HOST	
MNDRFLLW	577 SR 13	FRUIT COVE	FL	32223	N	REMOTE	MNDRFLLO
MNSNFLMA	11686 MUNSON WAY	MUNSON	FL	32531	N	REMOTE	CNTMFLLE
MRTHFLVE	US Hwy 1 MM 54.5	MARATHON	FL	33050	Y	REMOTE	KYWSFLMA
MXVLFLMA	8455 MAXVILLE BLVD	JACKSONVILLE	FL	32226	N	REMOTE	JCVLFLWC
NDADFLAC	2100 NE 164th St	MIAMI	FL	33139	Y	HOST	
NDADFLBR	18560 NW 27th Av	MIAMI	FL	33179	Y	HOST	
NDADFLGG	18400 NE 5th Av	MIAMI	FL	33179	Y	HOST	
NDADFLOL	19251 NE 26th Av	MIAMI	FL	33054	Y	HOST	
NKLRFLMA	Ocean Key Club St Rd 905	NORTH KEY LARGO	FL	33037	Y	HOST	
NSBHFLMA	100 CANAL ST	NEW SMYRNA BCH	FL	32169	Y	REMOTE	HMSTFLHM
NWBYFLMA	25410 NW 1ST AVE	NEWBERRY	FL	32669	Y	HOST	
OKHLFLMA	153 BELL AVE	OAKHILL	FL	32759	N	REMOTE	GSVLFLNW
OLTWFLLN	LEON ST. NO NUMBER	OLD TOWN	FL	32680	N	REMOTE	DYBHFLPO
ORLDFLAP	7320 LAKE UNDER HILL RD	ORLANDO	FL	32807	Y	REMOTE	GSVLFLNW
ORLDFLCL	2315 EAST CENTRAL BLVD	ORLANDO	FL	32803	Y	HOST	
ORLDFLMA	45 NORTH MAGNOLIA AVENUE	ORLANDO	FL	32801	Y	HOST	
ORLDFLPC	6621 SOUTH ORANGE AVENUE	ORLANDO	FL	32809	Y	HOST	
ORLDFLPH	5120 SILVER STAR ROAD	ORLANDO	FL	32808	Y	HOST	
ORLDFLSA	4959 SANDLAKE ROAD	ORLANDO	FL	32809	Y	HOST	

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
ORPKFLMA	150 MCINTOSH AVE	ORANGE PARK	FL	32073	Y	HOST	
ORPKFLRW	721 BLANDING BLVD - B	ORANGE PARK	FL	32073	Y	HOST	
OVIDFLCA	84 SOUTH CENTRAL AVE	OVIEDO	FL	32765	Y	HOST	
PACEFLPV	4351 HIGHWAY 90	PACE	FL	32571	Y	REMOTE	MLTNFLRA
PAHKFLMA	826 E Main St	PAHOKEE	FL	33479	N	REMOTE	BLGLFLMA
PCBHFLNT	604 NAUTILUS	PANAMA CITY	FL	32401	Y	HOST	
PLCSFLMA	5 CLUBHOUSE DR	PALM COAST	FL	32137	Y	HOST	
PLTKFLMA	319 MAIN STREET	PALATKA	FL	32177	Y	HOST	
PMBHFLCS	9420 Royal Palm Blvd	CORAL SPRINGS	FL	33065	Y	HOST	
PMBHFLFE	1230 N Federal Hwy	POMPANO BEACH	FL	33062	Y	HOST	
PMBHFLMA	1180 Banks Rd	MARGATE	FL	33063	Y	HOST	
PMBHFLNP	1551 N. POWERLINE	FT. LAUDERDALE	FL		Y	HOST	
PMBHFLTA	7600 N University Dr	TAMARAC	FL	33321	Y	REMOTE	PMBHFLTA
PMPKFLMA	212 WORCHESTER RD	POMONA PARK	FL	32181	N	HOST	
PNCYFLCA	6609 EAST ST. RD. 22	PANAMA CITY	FL	32401	Y	REMOTE	PLTKFLMA
PNCYFLMA	111 EAST 5TH STREET	PANAMA CITY	FL	32401	Y	REMOTE	PNCYFLMA
PNSCFLBL	30 WEST BELMONT STREET	PENSACOLA	FL	32501	Y	HOST	
PNSCFLFP	1725 OLIVE ROAD	PENSACOLA	FL	32504	Y	HOST	
PNSCFLHC	6913 PINE FOREST RD NW	PENSACOLA	FL	32506	Y	HOST	
PNSCFLPB	5575 LARIMER ST	PERDIDO	FL	32507	Y	REMOTE	PNSCFLFP
PNSCFLWA	515 S OLD CORRY FIELD RD	PENSACOLA	FL	32507	Y	HOST	
PNVDFLMA	637 A1A N	PONTE VEDRA BCH	FL	32082	Y	HOST	
PRRNFLMA	16645 US Hwy 1	MIAMI	FL	33157	Y	HOST	
PRSNFLFD	112 N FOUNTAIN DR	PIERSON	FL	32180	N	REMOTE	DELDFLMA
PTSLFLMA	450 Irving St	PT ST LUCIE	FL	34983	Y	HOST	
PTSLFLSO	2002 Pt St Lucie Blvd	PORT ST LUCIE SOUTH	FL	34953	N	HOST	
SBSTFLFE	5 Bay St	FELLSMERE	FL	32948	N	REMOTE	VRBHFLMA
SBSTFLMA	1137 US Hwy 1	SEBASTIAN	FL	32958	Y	HOST	
SGKYFLMA	19921 Overseas Hwy	SUGARLOAF KEY	FL	33042	N	REMOTE	KYWSFLMA
SNFRFLMA	501 W 9TH ST	SANFORD	FL	32771	Y	HOST	
STAGFLBS	4900 A1A SOUTH	ST AUGUSTINE	FL	32084	N	REMOTE	STAGFLMA
STAGFLMA	69 CORDOVA STREET	ST AUGUSTINE	FL	32084	Y	HOST	
STAGFLSH	4460 US #1 SOUTH	ST AUGUSTINE	FL	32084	Y	REMOTE	STAGFLMA
STAGFLWG	4875 STATE ROAD 16	ST AUGUSTINE	FL	32095	N	REMOTE	MNDRFLLO
STRTFLMA	305 W 3rd St	STUART	FL	34994	Y	HOST	
SYHSFLCC	4228 COUNTRY CLUB LANE	SUNNY HILLS	FL	32463	N	REMOTE	CHPLFLJA

Attachment
Response to Item No. 1

CLLI	ADDRESS	CITY	STATE	ZIP	MANNED	HOST/REMOTE	HOST
TRENFLMA	213 N W 1ST ST.	TRENTON	FL	32693	Y	REMOTE	GSVLFLNW
TTVLFLMA	620 HOPKINS STREET	TITUSVILLE	FL	32796	Y	HOST	
VERNFLMA	3321 COURT AVENUE	VERNON	FL	32462	N	REMOTE	CHPLFLJA
VRBHFLBE	766 Beachland Blvd	VERO BEACH	FL	32963	N	REMOTE	SBSTFLMA
VRBHFLMA	1976 16th St	VERO BEACH	FL	32960	Y	HOST	
WELKFLMA	301 3RD AVE	WELAKA	FL	32193	N	REMOTE	PLTKFLMA
WPBHFLAN	325 Gardenia St	WEST PALM BEACH	FL	33401	Y	HOST	
WPBHFLGA	3800 S Military Trail	LAKE WORTH	FL	33463	Y	HOST	
WPBHFLGR	3700 RCA Blvd	PALM BEACH GARDENS	FL	33410	Y	HOST	
WPBHFLHH	1550 N Haverhill Rd	WEST PALM BEACH	FL	33417	Y	HOST	
WPBHFLLE	120 N K St	LAKE WORTH	FL	33460	Y	HOST	
WPBHFLRB	3640 Ave E	RIVIERA BEACH	FL	33404	Y	HOST	
WPBHFLRP	11455 State Rd 80	ROYAL PALM BEACH	FL	33411	Y	HOST	
WWSPFLHI	9401 CORTEZ BLVD	BROOKSVILLE	FL	34613	Y	HOST	
WWSPFLSH	1395 DELTONA BLVD	SPRING HILL	FL	34606	Y	HOST	
YNFNFLMA	12102 AZALEA ST	FOUNTAIN	FL	32438	N	REMOTE	LYHNFLMA
YNTWFLMA	SCHOOLCRAFT STREET	YANKEETOWN	FL	34498	N	REMOTE	BKVLFLJF
YULEFLMA	S.R. 200 & U.S. 17	YULEE	FL	32097	N	REMOTE	JCVLFLOW

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
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Fax: (404) 927-4985

May 5, 2003

Ms. Denise Berger
AT&T Local Services
Operations Assistant Vice President
Room 12256
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Ms. Berger:

This is in response to your e-mail dated March 6, 2003, posing additional questions concerning the conversion of customers from Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L). The following are BellSouth's responses to your questions:

AT&T Question #1: Will BellSouth support the transition of IDLC UNE-P customers to UNE Loop as a part of this proposed migration? If not, what is a viable alternative.

BellSouth Response: As part of this proposed migration, BellSouth will support transition of Integrated Digital Loop Carrier (IDLC) UNE-P customers to UNE-L when alternative arrangements exist. Attachment 2, Section 3.11.1 of AT&T's Interconnection Agreement specifies the viable alternatives.

AT&T Question #2: Will BellSouth identify the IDLC customers as part of its project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?

BellSouth Response: During the project planning process, BellSouth will identify the IDLC UNE-P customers and will assign alternate facilities, when such facilities exist, during the service order process.

AT&T Question #3: Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?

BellSouth Response: Currently, BellSouth has no plans to convert IDLC UNE-P customers to copper on an interim basis prior to the negotiated due date of the actual conversion. BellSouth will perform the conversion on the due date as per existing processes being utilized today. This process, as well as the CLEC notification, is based on requested service type (SL1/SL2) and requested conversion type (coordinated or non-coordinated).

AT&T Question #4: AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?

BellSouth Response: It is expected that IDLC UNE-P customers being converted to UNE-L will require a field dispatch. Upon initial receipt of the project planning notification from the CLEC, the project manager will negotiate due dates with the network organizations based on volumes and required dispatches. These dates will be set to maximize field resources with minimal or no use of overtime.

AT&T Question #5: What percentage of end-user customers by state in BellSouth's territory are on IDLC?

BellSouth Response: The following is the percentage by state within BellSouth territory of end-user customers of all carriers on IDLC:

AL 22.7%,	MS 22.7%
FL 31.8%,	NC 26.0%
GA 27.0%,	SC 36.3%
KY 13.4%,	TN 21.8%
LA 12.5%	

The questions that you submitted to Professional Services did not specifically pertain to the New Business Request (NBR) AT&T submitted earlier and, therefore, have required a longer response period. In the future, in an effort to facilitate quicker responses, please direct questions about general BellSouth practices to AT&T's Local Contract Manager within Jim Schenks' CLEC Care organization. CLEC Care has the resources assigned to AT&T to respond to your questions and interface with any department required to provide information in formulating an answer.

Sincerely,

Laurel MacKenzie

Laurel Mackenzie
Senior Manager – Professional Services
Interconnection Services Marketing

CC: Jim Schenks
Scott Kunze

REQUEST: With respect to the Coordinated Hot Cut Timeliness % Within Interval Measure, please provide all documents containing or pertaining to performance data, studies, or other information that support the benchmark of 95% within 4 hours window for IDLC loops.

RESPONSE: Additional time to provide loops where existing service is provided over IDLC is necessary due to the fact that the process for handling a hot cut conversion with IDLC is significantly different than with non-IDLC. As an example, moving a jumper and then testing the circuit can accomplish a very simple non-IDLC hot cut. However, when a hot cut involves IDLC, the facility to the customer's premise is integrated with BellSouth's digital switch. The facility must be separated from BellSouth's switch prior to the hot cut because the switching port is provided by the CLEC. This may require a transfer to a non-IDLC facility and may also require a technician at the customer's premise and in the BellSouth central office. Occasionally, hot cuts involving IDLC may also require the placement of non-IDLC facilities prior to the day of the hot cut.

The number of hot cuts involving IDLC is an appreciable percentage of the total number of hot cuts, and when an IDLC hot cut does occur, additional flexibility is required to dispatch the technicians at both ends of the circuit. In terms of volume, in July 2003, there were 526 hot cuts in Florida, and, of these, 146 (or 27.7%) involved IDLC. In August 2003, there were 520 hot cuts and, of these, 163 (or 31.3%) involved IDLC.

If the interval for hot cuts involving IDLC is less than four hours, then in order to satisfy this measurement, BellSouth will have to dispatch a technician prior to the time the hot cut is scheduled to make a line and station transfer (LST) to place the customer service on a non-integrated facility. This approach requires additional work time for the technician, which is currently performed before the scheduled hot cut. Although this extra work means additional cost to BellSouth, which is not covered in the price for the service, unless a technician is dispatched to perform the LST the day before the scheduled hot cut, BellSouth would be unable to meet a 15-minute interval for cutting over loops.
Given this, BellSouth has a separate benchmark interval for Measure P-7A, Coordinated Customers Conversions – Hot Cut Timeliness % within Interval and Average Interval for hot cuts involving Integrated Digital Loop Carrier ("IDLC") in order to account for the greater time required to coordinate these hot cuts. BellSouth has a benchmark of 95% within a 4-hour window. This allows

RESPONSE (CONT.):

BellSouth to dispatch the technician only once on the date the hot cut is scheduled to perform the station transfer to a non-IDLC facility, and to call the CWINS center when the technician is ready to perform the hot cut. The four-hour window would be 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m. This four-hour window is consistent with the AM or PM dispatch strategy BellSouth currently has in place for other Provisioning work, providing the technicians sufficient time to complete all of the associated work with one dispatch in most cases.
On hot cuts involving IDLC, BellSouth would notify the CLEC by 10:30 a.m. the day before the scheduled cutover to advise the CLEC that IDLC is involved and that the four-hour window would apply.

The benchmark BellSouth proposes is consistent with the approach in New York, where Verizon has a four-hour window to cut over a loop served on IDLC. (See New York State Carrier-to-Carrier Guidelines Performance Standards and Reports, November 2002, PR-9 Hot Cut Performance.)

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
Item No. 23
Page 1 of 1

REQUEST: For the BellSouth access lines that are currently provisioned on IDLC/NGDLC technology as described in the response to Interrogatory No. 20 above, please state the percentage of such access lines for which BellSouth has existing, parallel copper or Universal Digital Loop Carrier ("UDLC") facilities available for hot cut conversions.

RESPONSE: Refer to Item No. 23 attachment (column labeled "% compatible"). To ascertain "parallel copper" and "UDLC facilities available for hot cut conversions", only loop feeder facilities are considered.

RESPONSE PROVIDED BY: W. Keith Milner

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 1st Interrogatories
October 6, 2003
Item No. 23

ATTACHMENT TO INTERROGATORY, ITEM NO. 23

Attachment
Response to Item No. 23

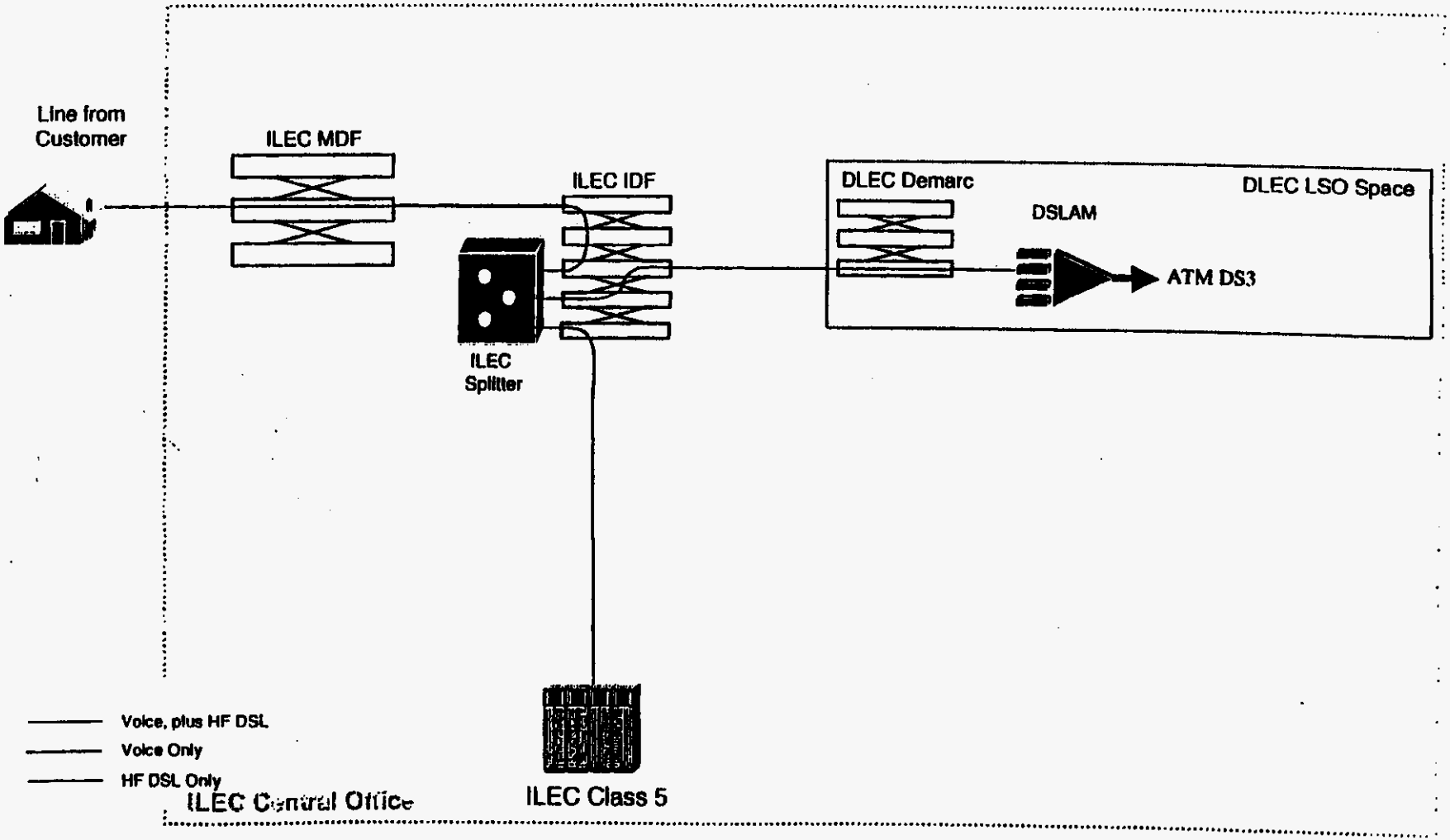
CLLI	total IDLC loops	total spares	% compatible spares
archflma	1207	1165	96.52%
bcrtlbt	12446	16954	100.00%
bcrtlsa	37159	8973	24.15%
bgptflma	2748	2350	85.52%
bkvtfljl	13293	6951	52.29%
bldwflma	786	816	100.00%
bigtflma	2430	2766	100.00%
bnntflma	1806	4825	100.00%
brsnflma	2194	1113	50.73%
bybhflma	29668	19911	67.11%
ccbhflma	3718	5792	100.00%
cdkyflma	259	307	100.00%
chgtflma	2594	1376	53.05%
chpllja	1790	1641	91.68%
cntmflle	3619	2274	62.84%
cocoflma	29683	13297	44.80%
cocoflme	12329	5468	44.35%
cscyflba	1750	1468	83.89%
dbryfldl	8379	1806	21.55%
dbryflma	5015	2358	47.02%
deldflma	5676	6274	100.00%
dtbhflkp	9878	9260	93.74%
dtbhflma	4	14792	100.00%
dtspflma	0	1449	N/A
dwinflwm	6403	3880	60.60%
drbhflma	24431	15839	64.83%
dybhflln	0	1742	N/A
dybhflma	22714	17038	75.01%
dybhflob	12406	10282	82.88%
dybhflos	1603	1882	100.00%
dybhflpo	15303	15520	100.00%
egtflbg	34952	8417	24.08%
egtflih	3940	4856	100.00%
eomflma	4545	1848	40.66%
flbhflma	472	1972	100.00%
frbhflfp	10510	4414	42.00%
fsgrflma	0	935	N/A
ftldflap	2434	4785	100.00%
ftldflcr	4571	14482	100.00%
ftldflcy	4684	18482	100.00%
ftldflja	29305	20620	70.36%
ftldflmr	15644	31482	100.00%
ftldfloa	12397	16486	100.00%
ftldftpl	18058	16872	93.43%
ftldflsg	6677	3935	58.93%
ftldflsu	0	14279	N/A
ftldflwn	32415	8728	26.93%
ftprflma	21990	11209	50.97%
gcspflcn	2842	2683	94.41%
gcvtflma	529	1661	100.00%
genvflma	979	711	72.63%
gtbrflmc	9857	4086	41.45%
gsvtflma	48364	32786	67.79%
gsvtflnw	7185	4825	67.15%
havnflma	1772	1911	100.00%
hbscflma	2319	3037	100.00%
hlnvflma	10192	4383	43.00%
hlwdflha	4	10186	100.00%
hlwdflma	9741	14196	100.00%
hlwdflpe	116900	26165	22.38%

hlwdflwh	26028	21929	84.25%
hmstflea	208	598	100.00%
hmstflhm	12370	14201	100.00%
hmstflma	1340	4885	100.00%
hlusflma	4837	3413	70.56%
hwthflma	1695	1439	84.90%
islmflma	2482	1696	68.33%
jayaflma	0	1677	N/A
jcbhflab	12208	2067	16.93%
jcbhflma	0	13205	N/A
jcbhflsp	11096	3141	28.31%
jcvflar	6661	11432	100.00%
jcvflbw	27629	9563	34.61%
jcvflcl	6684	42859	100.00%
jcvfllfc	4568	4406	96.45%
jcvflla	0	903	N/A
jcvflljt	3664	4765	100.00%
jcvflltl	0	10241	N/A
jcvflmo	13193	8546	64.78%
jcvflow	8522	6651	78.05%
jcvflrv	0	8139	N/A
jcvflsj	7513	14523	100.00%
jcvflsm	3333	12934	100.00%
jcvflwc	21322	9122	42.78%
jplrflma	24133	8935	37.02%
kyhgflma	3038	1246	41.01%
kylrflls	3138	2529	80.59%
kylrflma	6271	3405	54.30%
kywsflma	11940	7511	62.91%
lkcyflma	15594	7177	46.02%
lkmrflma	8725	12985	100.00%
lythnfloh	2550	4816	100.00%
mcnpflma	552	442	80.07%
mdbgflpm	5341	4012	75.12%
miamflae	8935	38592	100.00%
miamflal	0	8924	N/A
miamflap	1210	14592	100.00%
miamflba	0	19344	N/A
miamflbc	245	6978	100.00%
miamflbr	13267	32630	100.00%
miamflca	50859	32746	64.39%
miamflcb	0	4775	N/A
miamflfl	1021	8774	100.00%
miamflgr	5339	60296	100.00%
miamflhl	50836	28902	56.85%
miamflic	5156	13708	100.00%
miamflke	856	2633	100.00%
miamflme	0	7838	N/A
miamflnm	1363	8595	100.00%
miamflns	3535	8878	100.00%
miamflol	2142	9138	100.00%
miamflpb	349	15539	100.00%
miamflpl	31023	34141	100.00%
miamflrr	13279	20542	100.00%
miamflsh	0	12390	N/A
miamflso	13404	24562	100.00%
miamflwd	34830	14288	41.02%
miamflwm	6330	25967	100.00%
micclbb	1906	1422	74.61%
mlbrflma	58383	19045	32.62%
mltnflra	7829	10912	100.00%

mnorflav	5678	2626	46.25%
mnorflio	22774	11182	49.10%
mnorflw	9095	2306	25.38%
mnsnflma	0	1382	N/A
mrthflve	5549	3820	68.84%
mxvtlima	632	313	49.53%
ndadflac	6174	12597	100.00%
ndadflbr	14373	13981	97.27%
ndadflgg	3386	8653	100.00%
ndadflol	8522	17144	100.00%
nklnflma	0	2240	N/A
nsbnflma	7662	9280	100.00%
nwbyflma	1966	1325	67.40%
okhlflma	0	956	N/A
olwflln	2272	588	25.88%
oridflap	75995	24003	31.58%
oridflcl	6918	10011	100.00%
oridflma	0	45488	N/A
oridflpc	57863	29171	50.41%
oridflph	74315	19315	25.99%
oridflsa	21231	15168	71.44%
orpkflma	12129	8585	70.86%
orpkflnw	1976	5593	100.00%
ovidflca	28998	7935	27.36%
pacetlpv	5918	2499	42.23%
pahkflma	0	1782	N/A
pcbhflnt	19696	8151	41.38%
plcsflma	6512	3666	56.30%
plikflma	10967	7151	65.20%
pmbhflcs	50663	19038	37.58%
pmbhflfe	17442	19041	100.00%
pmbhflma	25156	16952	67.39%
pmbhflta	15304	7107	46.44%
pmpkflma	1496	953	63.70%
pncyflca	1132	3719	100.00%
pncyflma	14947	12069	80.75%
pnscflbl	7769	16554	100.00%
pnscflfp	29080	14760	50.76%
pnscflhc	4939	1387	28.08%
pnscflpb	4643	2328	50.14%
pnscflws	12452	10473	84.11%
pnvdflma	13816	3696	26.75%
prnrflma	36468	33668	92.32%
prsnflld	0	1774	N/A
ptsflma	26457	7782	29.41%
ptsflso	5694	3706	65.09%
sbstflle	0	730	N/A
sbstflma	8434	3962	46.98%
sgkyflma	3866	940	24.31%
snfrflma	43047	17478	40.60%
stagflbs	7283	3172	43.55%
stagflma	18444	9135	49.53%
stagflsh	6093	3348	54.95%
stagflwg	2348	3202	100.00%
strtflma	31852	15917	49.97%
synsflcc	0	1238	N/A
trenflma	2361	1192	50.49%
ttvlflma	16333	9804	60.03%
vernflma	0	797	N/A
vrbhflbe	4914	2281	46.42%
vrbhflma	20482	8504	41.52%

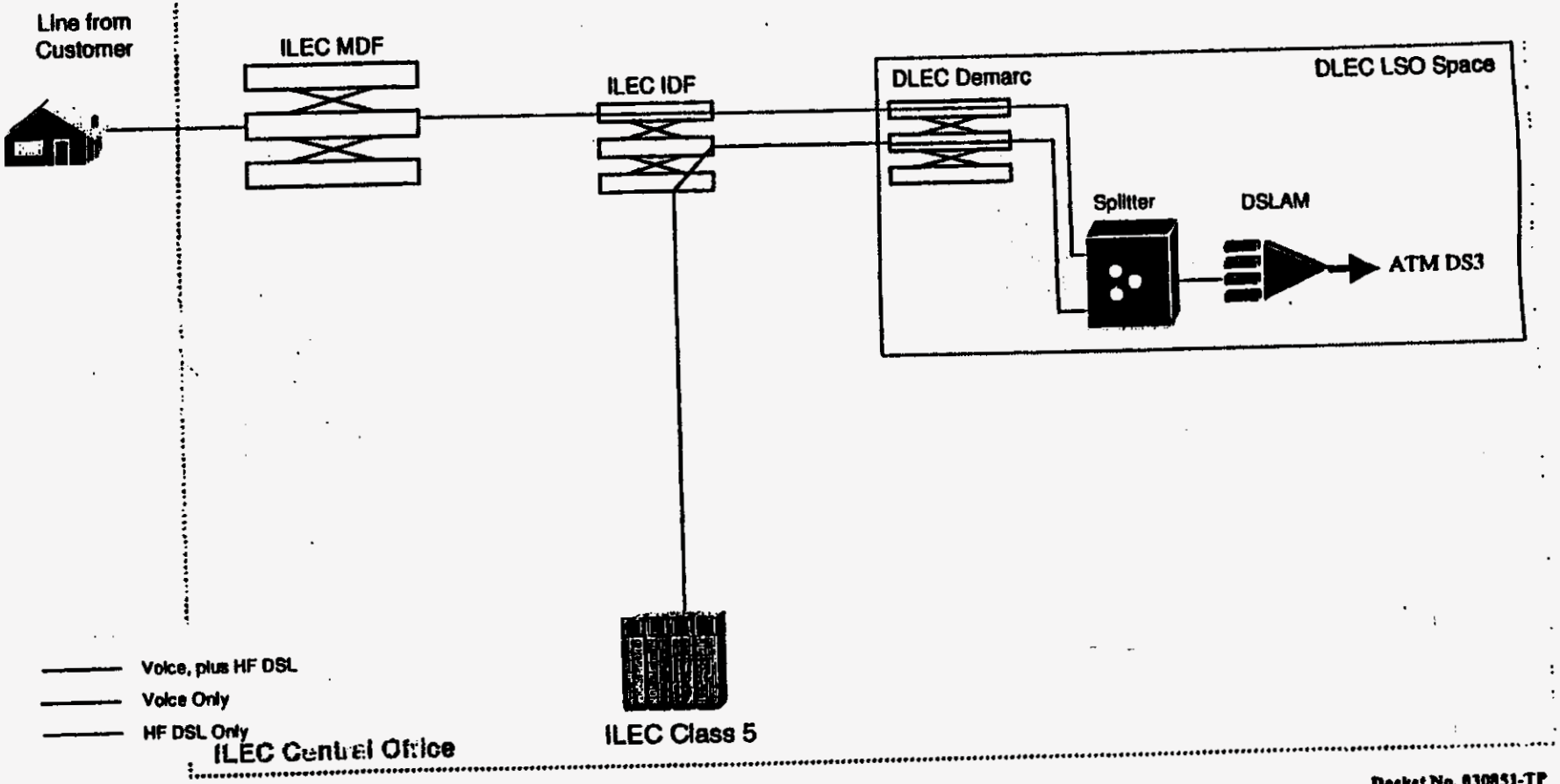
welkflma	1177	853	72.47%
wpbhflan	7323	18020	100.00%
wpbhflpa	44186	19155	43.35%
wpbhflgr	32320	23064	71.36%
wpbhflhh	31497	18072	57.38%
wpbhflle	4361	6973	100.00%
wpbhflrb	13	16558	100.00%
wpbhflrp	43589	15347	35.21%
wwspflhi	12856	1953	15.19%
wwspflsh	25845	3287	12.72%
yntnflma	230	981	100.00%
yntwflma	1024	556	54.30%
yuleflma	0	1089	N/A

CLEC "UNE-P" Voice with DLEC DSL, (Line Splitting) using ILEC Splitter

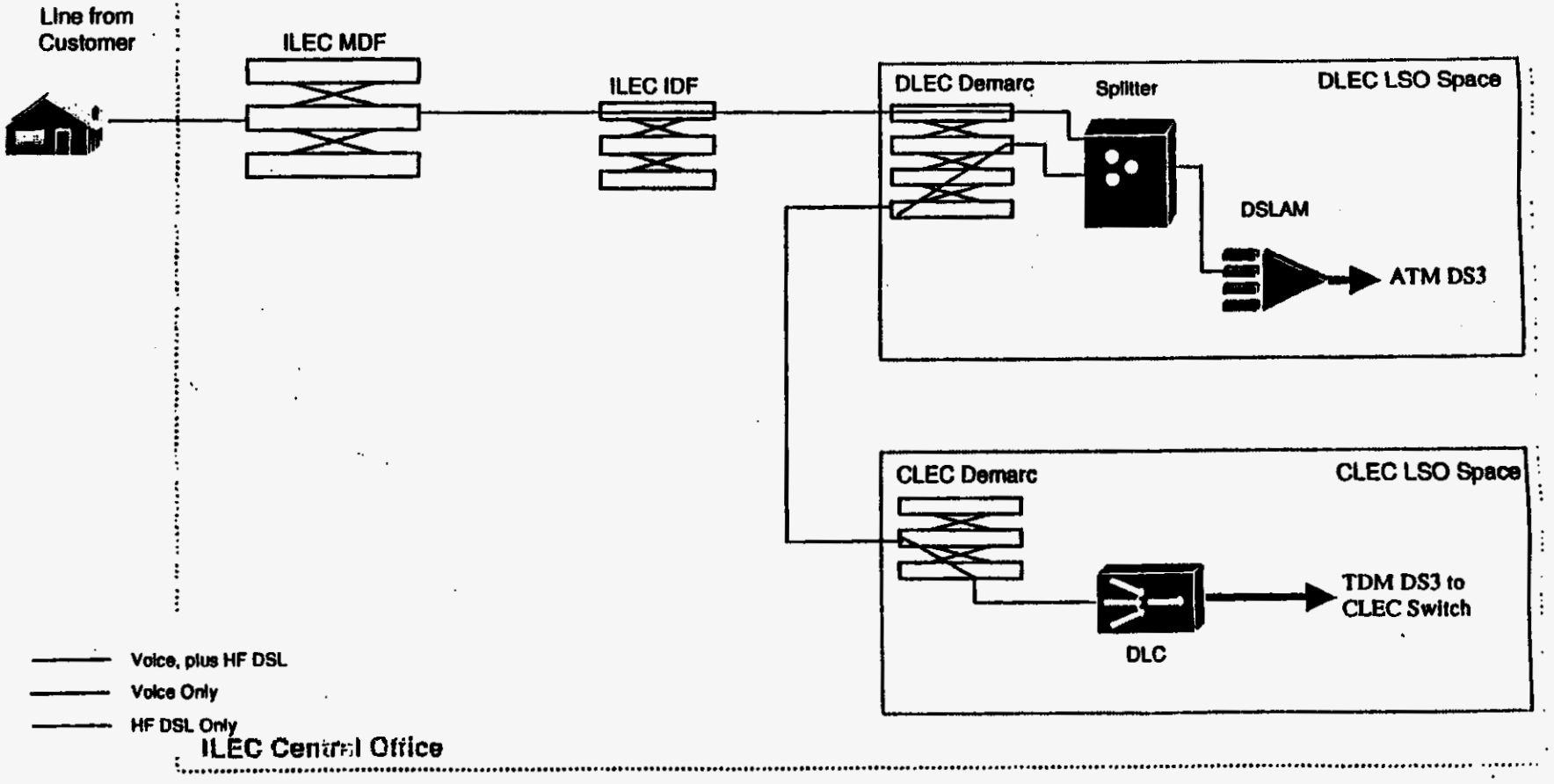


Docket No. 030851-TP
M. Van de Water Exhibit No. MDV-18, Page 1 of 2
Line-Splitting Chart/BST

CLEC "UNE-P" Voice with DLEC DSL, (Line Splitting) using DLEC Splitter

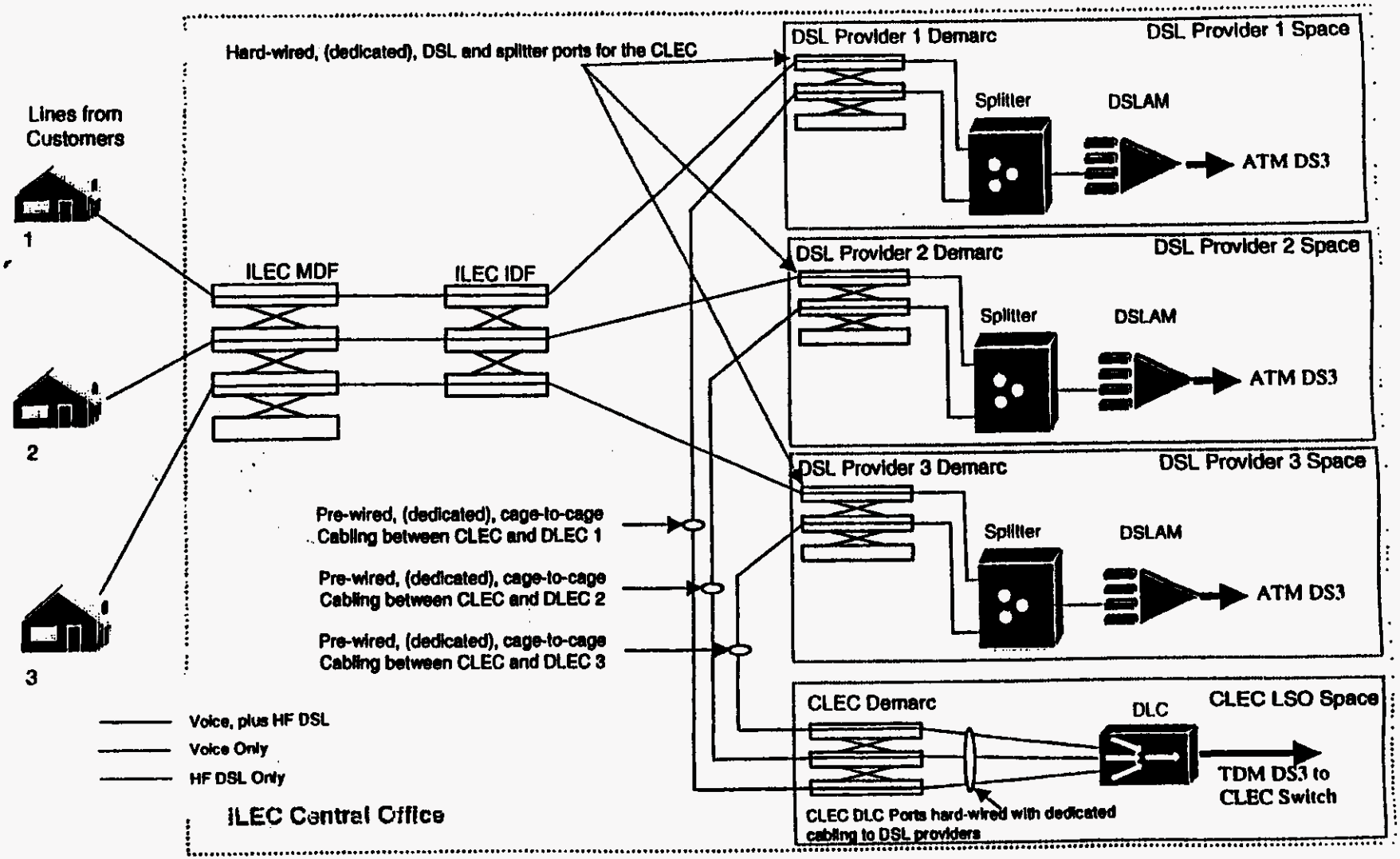


CLEC UNE-L Voice with DLEC DSL, (Loop Splitting) Using Pre-Wired "Cage-to-Cage" Dedicated Cables



Docket No. 030851-TP
M. Van de Water Exhibit No. MDV-19
Line-Splitting /One Partner

CLEC UNE-L Voice with DLEC DSL, (Loop Splitting) Using DLEC Splitters and Multiple Partners



Docket No. 030851-TP
M. Van de Water Exhibit No. MDV-20
Line-Splitting /Multiple Partners

BELLSOUTH

BellSouth Interconnection Services
600 North 19th Street
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Birmingham, Alabama

James M. Schenk
Sales AVP
205-321-4700
Fax 205-321-4757

July 21, 2003

Ms. Denise Berger
AT&T Operations – Assistant Vice President
1200 Peachtree Street NE
Room 12256
Atlanta, GA 30309

Dear Denise:

This is a follow up to telephone conversations and e-mails between BellSouth and AT&T concerning AT&T's use of Secondary Access Customer Terminal Locations (ACTLs) to Collocation sites. The Secondary ACTL process AT&T is currently utilizing requires manual processing in order for the service order(s) to flow through BellSouth's systems. The Federal Communications Commission (FCC) has issued a mandate that requires BellSouth to utilize an automated ordering process. For this reason, BellSouth has no plans to continue accepting service orders that require manual processing. AT&T has indicated there are nine (9) "FIM" Access Customer Name Abbreviation (ACNA) sites and an additional 15 "ATX" ACNA sites where a Secondary ACTL arrangement is needed.

BellSouth has previously recommended the following options to accommodate AT&T service orders while simultaneously meeting the mandated automated service order standards:

- **Use of a Single ACTL/ACNA at each Collocation Site**

  The specific root cause of this problem is AT&T's service requests that contain an ACNA in conflict with the ACNA of the collocation arrangement identified on the service order. AT&T should be aware that industry standards established by the National Exchange Carrier Association (NECA) and Telcordia subscribe to the premise of utilizing all codes consistently. Thus the option shown below :

  Use the "Transfer of Ownership" process to convert sites to one ACNA. This option eliminates the need to process orders for more than one ACNA at each site.

- **Accept the New Business Request (NBR) Option offered to convert BellSouth Databases to allow "Dual" ACNA Orders to flow through the BellSouth systems**

  In 2001, BellSouth worked with AT&T to develop a NBR for mechanization. This mechanization upgrade (involving 86 systems) would allow multiple ACNA orders to flow through BellSouth's systems without manual intervention.

Unfortunately, AT&T has rejected both of these options while requesting that BellSouth continue to manually process these service orders. Due to the FCC mandate and because of the costs of manually processing a service order, AT&T's request is unacceptable to BellSouth. In an effort to resolve this issue, BellSouth has continued to research additional options that would provide an "Order Flow Through".

The following proposal is an arrangement contained in the AT&T Interconnection Agreement that meets industry standards and allows valid service orders to flow through without manual intervention. BellSouth recommends the existing Secondary ACTL sites, additional 9 FIM sites, and 15 ATX sites use the following option to accomplish the Secondary ACTL requirement:

- **Use the 'Guest/Host' Collocation Arrangement to Establish a Guest Presence**

  Under this Collocation arrangement, each Host/Guest ACNA has unique ACTL and Connecting Facility Assignments (CFA) in the cage. The Host places a Collocation Augment Application, pursuant to its Interconnection Agreement, and submits a Letter of Authorization for the new entity (Guest). With the Guest/Host arrangement, a 30-day freeze would not be required provided applications are placed for new CFA facilities. The freeze would apply if existing CFAs were converted to a new ACNA. In addition, service order charges would apply to any services terminating in the collocation site involved in the change.

  Estimated costs to convert or add CFAs were previously provided for the ATX FTLDFLCY Collocation Site. (See Attachment.) The Guest/Host arrangement would allow orders to flow through without manual intervention since each ACNA would have a CFA and ACTL assigned in the collocation cage.

Please refer to AT&T's Interconnection Agreement or contact your Regional Collocation Manager for additional information about the Guest/Host Collocation Arrangement.

AT&T has indicated it was taking steps to resolve the need for multiple ACNA orders. Please advise BellSouth of the option AT&T prefers, thus eliminating the need for manual intervention on future service orders.

Should additional information be needed, please feel free to contact me at 205 321-4700.

Yours Truly,

ORIGINAL SIGNED BY JIM SCHENK

Attachment

Esitmate of charges to add Guest facilities (Florida Contract)							
Type Charge per contract	USOC	Description	Quantity	Charge per Unit	Total for item		
Subsequent Application Fee	PE1CA	NRC	1	$2,236.00	$2,236.00		
Cable Records fee per request	PE1CR	NRC	1	$980.22	$980.22		
VGDS0 per application	PE1CD	NRC	1	$656.50	$656.50		
VGDS0 per 100 pair	PE1C0	NRC	3425	$9.66 per 100 pair	$330.86		
DS1 PER T1TIE	PE1C1	NRC	280	4.52 per T1TIE	$1,265.60		
DS3 per T3TIE	PE1C3	NRC	48	15.82	$759.36		
Total estimate of augment w/cable records					$6,228.54		

BELLSOUTH

BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, AL 35203

James.M.Schenk@bridge.bellsouth.com

James M. Schenk
Sales AVP

205 321 4700
Fax 205 321 4757
Toll Free 877 645 9533
Pager 877 320 2803

June 20, 2002

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

Dear Denise:

This is a follow up to our May 15, 2002 lunch discussion, as well as a follow-up to Jim Schenk's May 29, 2002 interim letter to your May 17, 2002 letter, concerning AT&T's use of multiple company codes. Following is BellSouth's response to each question:

1. Types of AT&T orders presently falling out for manual processing

Service requests from AT&T that are affected by the multiple Access Customer Name Abbreviation (ACNA) problem are those orders placed by one AT&T/ACNA entity designating assignment to collocation arrangements with dissimilar ACNA information. This applies to all service requests that involve collocation when the ACNA of the ordering company does not match the ACNA of the collocation arrangement. In many locations, AT&T established its collocation arrangements with the ACNA "ATX", for AT&T, but places service requests to those collocation sites using the ACNA "TPM", for Teleport Communications Group. A list of these specific collocation sites is attached.

2. Define code causing BellSouth the problem

As stated above, the specific root cause of this problem is AT&T's service requests containing an ACNA that is in conflict with the ACNA of the collocation arrangement identified on the service request. AT&T should be aware that industry standards set by National Exchange Carrier Association (NECA) and Telcordia prescribe that all codes should be used consistently.

3. Causes for orders to "fall out" for manual handling

When a CLEC orders collocation space from BellSouth, the collocation "address" is established using the ACNA of the ordering CLEC, which is built into the cable identification (ID). It is BellSouth's policy not to accept assignments from CLECs other than the owner of the collocation space and associated cable assignments. Therefore, BellSouth's ordering and provisioning systems contains edits to prevent unauthorized assignment of its customers' collocation assets. As stated above, the service requests in question are issued by AT&T with ACNAs that do not match the ACNA of the collocation arrangement designated on the service

request and, as a result, appear as though AT&T is making assignments to a different CLEC's collocation space. BellSouth must take several "out-of-process" steps to accommodate AT&T's conflicting assignments, which have come about due to AT&T establishing collocation arrangements with BellSouth initially using the ACNA of "ATX" and then places service requests to those collocation spaces using an ACNA of "TPM."

In the past, at AT&T's request, BellSouth created duplicate, additional collocation Access Customer Terminal Location (ACTL) Common Language Location Identification (CLLI) codes. This additional step has allowed BellSouth's service centers to process AT&T's Local Service Requests (LSR) without clarification. However, when the facility assignment on AT&T's service request does not match BellSouth's facility records of the collocation arrangements, additional facility assignment edits disrupt the order flow, requiring investigation of the mismatch, follow-up with the service center, and manual intervention to resolve the service order/records conflict.

4. Additional steps taken by BellSouth to process the orders

In addition to the steps required to create the supplemental ACTL CLLI code, as stated above, facility assignment errors must be investigated, reviewed with the service center and manually overridden before the order can be completed.

5. Date BellSouth realized the necessity to manually process and work around these specific types of orders

BellSouth has known from the outset that AT&T's request to make collocation facility assignments using conflicting ACNA information was outside of the process and required additional manual intervention to create the additional collocation ACTL CLLI codes and to resolve the downstream errors created by the conflicting information provided by AT&T.

6. Implementation of the "firewall" that prevents one company from using another's facilities or assets?

These edits have been in place by BellSouth since divestiture.

7. Number of orders falling out for manual handling each month due to the use of multiple company codes

AT&T has provided BellSouth a forecast of approximately 400 Unbundled Network Element (UNE) Loop orders per month for the next 6 months. Any of these orders placed with the ACNA "TPM" to collocation sites ordered with ACNA "ATX" are outside of the process and will require manual handling to complete, as would any interconnection trunk requests using the "ATX/TPM" ACNA combination.

8. Action planned by BellSouth as of June 15, 2002

As BellSouth advised AT&T on May 29, 2002, due to AT&T's expressed interest in pursuing the use of a single ACNA, BellSouth has elected to make no changes at this time on the existing collocation arrangements where duplicate collocation ACTL CLLI codes have been established. Please refer to the attached list of collocation sites for which supplemental ACTL CLLI codes were established.

9. Embedded base of customers/orders/facilities

The embedded base of circuits would require a Transfer of Ownership to convert the ACNA to match the collocation ACNA. BellSouth's Professional Services team has procedures in place to manage the associated order activity.

10. Alternative solution

Currently, AT&T is negotiating with its BellSouth Collocation Account Team regarding the development of collocation inventories that will provide AT&T circuit details, including the circuit number and/or telephone number. BellSouth anticipates that the detail supplied would provide AT&T with more than enough information to identify the assets of each of AT&T's entities.

I hope the above information supports AT&T's understanding of the current out-of-process situation and its affects on AT&T's service order flow. Regarding your request for a meeting with all of BellSouth's Subject Matter Experts (SME) on this subject, I believe that you and Jan Flint agreed on June 11, 2002, that pending further investigation by BellSouth on a long-term solution to this issue, a meeting would not be productive at this time. If I can be of additional help, please let me know.

Sincerely,

Attachment

Florida Competitive Issues Forum
Tracking Tool

1

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	1	Lack of Triggers During Porting Process		RD	
Originating Company (ies):[6]					
Description[7]					
BellSouth cannot or will not use 10 digit triggers in some of their switches, which means that ported numbers do not automatically disconnect during the porting process. This puts our large Direct Inward Dialing (DID) customers at risk of losing dial tone during number porting.					
Meeting Notes[8]					
Resolution[9]					

2

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	41	Pending Facilities			
Originating Company (ies):[6]					
Description[7]					
There are a high number of pending facilities in Florida when UNE loops or T1s are ordered. This delays the orders for an unpredictable amount of time, and BellSouth cannot generally give a firm date when facilities will be available. In February, from 6.66 to 13.79% of analog UNE loop orders were placed in jeopardy in Florida. The retail analog ranged from .69 % to 1.40%. Digital loops ranged from 10.17% to 51.41%.					
Meeting Notes[8]					
Resolution[9]					

Florida Competitive Issues Forum
Tracking Tool

3

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	157 (2nd part)	Manual Ordering for UNE-P			
Originating Company (ies):[6]					
Description[7]					
"Move" orders for UNE-P customers must be sent manually. AT&T requests an electronic process via LENS and EDI.					
Meeting Notes[8]					
Resolution[9]					

4

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	159	UNE-P classified as resale			
Originating Company (ies):[6]					
Description[7]					
The BST LCSC and CWINS centers refer to UNE-P as "resale" and require ALECs to do the same, which causes confusion both within BST and AT&T. If AT&T calls into a center and asks about UNE-P BST transfers AT&T to the incorrect group which leads to multiple transfers within BST's centers.					
Meeting Notes[8]					
Resolution[9]					

5

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	163	Lack of maintenance support			
Originating Company (ies):[6]					
Description[7]					
AT&T experiences problems when reporting troubles that happen immediately post provisioning. The CWINS maintenance center claims the problem is with provisioning, and the provisioning center won't help because they claim the problem is a maintenance issue.					
Meeting Notes[8]					
Resolution[9]					

6

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	N/A	Anti-competitive win-back practices of BellSouth			
Originating Company (ies):[6]					
Description[7]					
BellSouth is distributing a flyer to customers which portray CLECs negatively, and which should be stopped as an anti-competitive practice. (See Attached)					
Meeting Notes[8]					
Resolution[9]					

AH. 702

-----Original Message-----
From: Seigler, Bernadette M (Bern), CSLSM
Sent: Friday, May 02, 2003 10:08 AM
To: 'Change.Control@bridge.bellsouth.com'
Cc: Jureidini, Jordana M, CSLSM; 'Cottingham, Valerie'
Subject: UNE to UNE Bulk

BellSouth Change Control,

For the last few months, AT&T and the BellSouth Change Control team have engaged in a Q&A regarding the Manual Interim Process (and Trial) for CR0215, UNE to UNE Bulk Migrations.

In the course of these Q&A discussions, it has become evident that the way in which the CR was implemented leaves AT&T customers with a higher risk of losing service than the individual LSR process currently in place For example, BellSouth's bulk migration process eliminates time specific hot cuts. Not only does this put AT&T's customers at greater risk, it clearly was not sought nor contemplated in CR0215. Further, BellSouth has made clear that it will not perform bulk migrations after hours, although this too is beyond the scope for CR0215 and also is contrary to Section 3.7.2. of the AT&T/BellSouth interconnection agreement

In the 30 months since the CR was submitted, AT&T continues to believe that it is critical that the end user customer experience with the migrations include minimized risk and outage duration. Since the current manual or electronic UNE to UNE Bulk Migration Process still includes outage risks to end users, AT&T is not in a position to participate in either process at this time.

AT&T requests that BellSouth develop plans immediately to enhance the UNE to UNE Bulk Migration Process to reduce the risk potential for customer outages in a 2003 release.

Thank you,

Bernadette Seigler
AVP
AT&T Local Services & Access Management
So. Region OSS Interconnection
V: 404-810-8956
Fax: 404-810-8605 or 281-664-3731
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Seigler,Bernadette M (Bern) - NKLAM
Sent: Sunday, August 31, 2003 6:34 AM
To: Change Control (Change.Control@bellsouth.com)
Cc: Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject: RE: AT&T's Response to BellSouth's Response to AT&T's concerns re: UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to wo with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for en user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process fi single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimu concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of th customer being placed out of service because the CLEC cannot plan or anticipate when the conversion will tak place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth' defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondenc in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

Sincerely,

Assistant Vice President

AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U.DOC >>

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment.

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list, these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time;
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS, are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16, 2002.

Sincerely,

cc: Greg Terry

BELLSOUTH

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

AT&T Regional Account Team
770-492-7550
Fax 770-492-9412

September 20, 2002

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

Dear Denise:

This is in response to your letter of August 30, 2002, regarding AT&T's request that BellSouth adopt a new process for coordinated conversions (hot cuts) of unbundled loop service.

At the outset, your letter makes statements about the quality of BellSouth's current hot cut process performance that do not accurately reflect the level of service BellSouth provides to AT&T. BellSouth has consistently performed AT&T's hot cuts well within the established benchmark, usually 100% within 15 minutes of AT&T's requested start time. BellSouth strongly disagrees with the characterization of its current hot cut methods as "unreliable." I have attached a copy of AT&T's Local Services' Performance trend chart for On Time Installation for Hot Cuts, January through June 2002, which AT&T presented in the last monthly Executive meeting. This chart indicates that AT&T is receiving excellent service from BellSouth on its Unbundled Network Element (UNE) Loop Hot Cut conversions. Furthermore, let me remind you that the hot cut process in your Interconnection Agreement was negotiated by you personally for numerous months. BellSouth is implementing that process not only correctly, but also at extremely high service levels.

Regarding AT&T's request that BellSouth implement a bulk conversion process to migrate AT&T's end users served by Unbundled Network Element-Platform (UNE-P) to UNE Loop, as we have discussed, BellSouth is implementing a bulk conversion process as a result of AT&T's Change Request CR0215. The final user requirements were reviewed with the CLEC community on July 9, 2002. During our conversation, however, you indicated that the new process resulting from CR0215 would not meet the needs of the internal AT&T organization. Those needs apparently have prompted the request for a different new process as outlined in your August 30 letter.

BellSouth believes that the conversion process currently in place, as a result of CR0215, will be a reliable, economical method to migrate "commercial volumes" of UNE-P customers to UNE-Loops and will be mechanized for further convenience by year-end. Nevertheless, AT&T has the option of submitting another CR for the development of a second bulk hot cut process.

Possibly, a more fitting avenue for AT&T's request is BellSouth's New Business Request (NBR). If AT&T needs bulk conversions without individual Local Service Requests (LSR), after normal business hours, with project management and real-time coordination, as well as personnel available after hours to assist AT&T in resolving Connecting Facility Assignment (CFA) discrepancies and immediate service restoration when necessary, the NBR process will allow BellSouth to develop the necessary procedures and establish the market-based rates for the additional resources this proposal would require. Contrary to

AT&T's assertions that the process described will be less costly to BellSouth and, therefore, should result in lower rates for UNE Loops, it will instead add significantly to BellSouth's cost to serve. Those costs, appropriately, will be passed on to AT&T as the recipient of these services.

If we need to further discuss BellSouth's position on AT&T's request, I can be reached at 205 321-4700.

Sincerely,

James M. Schenk

Attachment

Copy to: Greg Terry

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Stree
Atlanta, Georgia 3030
404 810-8644
FAX 281 864-3648
PAGER 888 858-7243
WIRELESS 404 915-0
dberger@att.com

October 16, 2002

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process

Dear Jim:

The purpose of this letter is to follow up on my August 30, 2002, letter to you requesting BellSouth's adoption of a new process to convert AT&T's UNE-P customers to UNE-L via a coordinated bulk conversion process. The purpose of this new process is to allow AT&T to move its customers to AT&T's facilities-based local network. This process should be a seamless transition for AT&T customers moving from UNE-P to the UNE loop with ported numbers.

Please accept this letter as a New Business Request (NBR) from AT&T in accordance with Attachment 10 of our Interconnection Agreement. I have attached a proposed project plan, which outlines the support that AT&T needs from BellSouth to make this project a success. AT&T's goals for this project are as follows: maximize the use of AT&T's local facilities by converting UNE-P customers to UNE loops and minimize any disruption during the transition of AT&T's customers from UNE-P to the UNE loop.

As noted in our previous correspondence, it is AT&T's experience that the bulk process significantly lowers the per line migration cost, including the number port. The economies of scale gained through performing bulk should generally cost less than $5 per loop for this project as outlined in the attached project plan proposal.

Please let me know if additional information is needed to proceed with this project.

Sincerely,

cc: Greg Terry

Recycled Paper



Denise C. Berger
Operations AVP
Local Supplier Management

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Atlanta, Georgia 30309
404 810-8644
FAX 281 664-3648
PAGER 888 858-7243 PIN 12
WIRELESS 404 915-0796
deberger@att.com

June 9, 2003

Phillip Cook
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00 Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process

Dear Phillip:

The purpose of this letter is to respond to your letter of May 30, 2003, regarding New Business Request (NBR) GA02-M931-00. Your letter stated that BellSouth, pursuant to Section 1.10 of Attachment 10 of the Interconnection Agreement, would consider the NBR cancelled if an acceptance or rejection response was not provided within five (5) days.

In its initial request on August 30, 2002, AT&T indicated that BellSouth's current hot cut methods were "unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment" and proposed a new process, designed to address each concern. Unfortunately, BellSouth has failed to adequately address these concerns.

First, AT&T is disappointed that BellSouth did not provide adequate information regarding the impact to customers served by BellSouth's IDLC facilities. Further, AT&T requested a process, which would allow the conversion of up to 500 customers in two (2) central offices per evening. In its letter of November 20, 2002, BellSouth states,

> "BellSouth has determined that AT&T's request is technically feasible with the following caveat:
>
> - The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer."

AT&T is distressed and concerned with this stated inability of BellSouth to sustain reasonable commercial volumes. AT&T finds BellSouth's unwillingness to commit to AT&T's modest request completely unacceptable.

Finally, BellSouth's ridiculous and excessive cost of $134.32 per working telephone number, plus regular ordering charges, as well as other unspecified overtime and technician charges, prohibits commercial use. BellSouth has once again presented AT&T with a Hobson's choice: risk a devastating disruption of a customer's service or pay BellSouth a ransom to mitigate the risk.

Please consider this letter a rejection of BellSouth's preliminary analysis and firm quote.

Sincerely,

cc: Steve Huels
Jim Schenk

AH 75

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment.

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list, these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time;
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS, are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16, 2002.

Sincerely,

cc: Greg Terry

BELLSOUTH

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

AT&T Regional Account Team
770-492-7550
Fax 770-492-8412

September 20, 2002

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

Dear Denise:

This is in response to your letter of August 30, 2002, regarding AT&T's request that BellSouth adopt a new process for coordinated conversions (hot cuts) of unbundled loop service.

At the outset, your letter makes statements about the quality of BellSouth's current hot cut process performance that do not accurately reflect the level of service BellSouth provides to AT&T. BellSouth has consistently performed AT&T's hot cuts well within the established benchmark, usually 100% within 15 minutes of AT&T's requested start time. BellSouth strongly disagrees with the characterization of its current hot cut methods as "unreliable." I have attached a copy of AT&T's Local Services' Performance trend chart for On Time Installation for Hot Cuts, January through June 2002, which AT&T presented in the last monthly Executive meeting. This chart indicates that AT&T is receiving excellent service from BellSouth on its Unbundled Network Element (UNE) Loop Hot Cut conversions. Furthermore, let me remind you that the hot cut process in your Interconnection Agreement was negotiated by you personally for numerous months. BellSouth is implementing that process not only correctly, but also at extremely high service levels.

Regarding AT&T's request that BellSouth implement a bulk conversion process to migrate AT&T's end users served by Unbundled Network Element-Platform (UNE-P) to UNE Loop, as we have discussed, BellSouth is implementing a bulk conversion process as a result of AT&T's Change Request CR0215. The final user requirements were reviewed with the CLEC community on July 9, 2002. During our conversation, however, you indicated that the new process resulting from CR0215 would not meet the needs of the internal AT&T organization. Those needs apparently have prompted the request for a different new process as outlined in your August 30 letter.

BellSouth believes that the conversion process currently in place, as a result of CR0215, will be a reliable, economical method to migrate "commercial volumes" of UNE-P customers to UNE-Loops and will be mechanized for further convenience by year-end. Nevertheless, AT&T has the option of submitting another CR for the development of a second bulk hot cut process.

Possibly, a more fitting avenue for AT&T's request is BellSouth's New Business Request (NBR). If AT&T needs bulk conversions without individual Local Service Requests (LSR), after normal business hours, with project management and real-time coordination, as well as personnel available after hours to assist AT&T in resolving Connecting Facility Assignment (CFA) discrepancies and immediate service restoration when necessary, the NBR process will allow BellSouth to develop the necessary procedures and establish the market-based rates for the additional resources this proposal would require. Contrary to

AT&T's assertions that the process described will be less costly to BellSouth and, therefore, should result in lower rates for UNE Loops, it will instead add significantly to BellSouth's cost to serve. Those costs, appropriately, will be passed on to AT&T as the recipient of these services.

If we need to further discuss BellSouth's position on AT&T's request, I can be reached at 205 321-4700.

Sincerely,

James M. Schenk

Attachment

Copy to: Greg Terry

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street NE
Atlanta, Georgia 30309
404 810-8844
FAX 281 864-3648
PAGER 888 858-7243 PIN
WIRELESS 404 915-0796
deberger@att.com

October 16, 2002

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process

Dear Jim:

The purpose of this letter is to follow up on my August 30, 2002, letter to you requesting BellSouth's adoption of a new process to convert AT&T's UNE-P customers to UNE-L via a coordinated bulk conversion process. The purpose of this new process is to allow AT&T to move its customers to AT&T's facilities-based local network. This process should be a seamless transition for AT&T customers moving from UNE-P to the UNE loop with ported numbers.

Please accept this letter as a New Business Request (NBR) from AT&T in accordance with Attachment 10 of our Interconnection Agreement. I have attached a proposed project plan, which outlines the support that AT&T needs from BellSouth to make this project a success. AT&T's goals for this project are as follows: maximize the use of AT&T's local facilities by converting UNE-P customers to UNE loops and minimize any disruption during the transition of AT&T's customers from UNE-P to the UNE loop.

As noted in our previous correspondence, it is AT&T's experience that the bulk process significantly lowers the per line migration cost, including the number port. The economies of scale gained through performing bulk should generally cost less than $5 per loop for this project as outlined in the attached project plan proposal.

Please let me know if additional information is needed to proceed with this project.

Sincerely,

cc: Greg Terry

Recycled Paper



Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street NE
Atlanta, Georgia 30309
404 810-8844
FAX 281 664-3648
PAGER 888 856-7243 PIN 123468
WIRELESS 404 915-0795
deberger@att.com

June 9, 2003

Phillip Cook
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00 Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process

Dear Phillip:

The purpose of this letter is to respond to your letter of May 30, 2003, regarding New Business Request (NBR) GA02-M931-00. Your letter stated that BellSouth, pursuant to Section 1.10 of Attachment 10 of the Interconnection Agreement, would consider the NBR cancelled if an acceptance or rejection response was not provided within five (5) days.

In its initial request on August 30, 2002, AT&T indicated that BellSouth's current hot cut methods were "unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment" and proposed a new process, designed to address each concern. Unfortunately, BellSouth has failed to adequately address these concerns.

First, AT&T is disappointed that BellSouth did not provide adequate information regarding the impact to customers served by BellSouth's IDLC facilities. Further, AT&T requested a process, which would allow the conversion of up to 500 customers in two (2) central offices per evening. In its letter of November 20, 2002, BellSouth states,

> "BellSouth has determined that AT&T's request is technically feasible with the following caveat:
>
> - The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer."

AT&T is distressed and concerned with this stated inability of BellSouth to sustain reasonable commercial volumes. AT&T finds BellSouth's unwillingness to commit to AT&T's modest request completely unacceptable.

Finally, BellSouth's ridiculous and excessive cost of $134.32 per working telephone number, plus regular ordering charges, as well as other unspecified overtime and technician charges, prohibits commercial use. BellSouth has once again presented AT&T with a Hobson's choice: risk a devastating disruption of a customer's service or pay BellSouth a ransom to mitigate the risk.

Please consider this letter a rejection of BellSouth's preliminary analysis and firm quote.

Sincerely,

cc: Steve Huels
Jim Schenk

-----Original Message-----
From: Seigler, Bernadette M (Bern), CSLSM
Sent: Friday, May 02, 2003 10:08 AM
To: 'Change.Control@bridge.bellsouth.com'
Cc: Jureidini, Jordana M, CSLSM; 'Cottingham, Valerie'
Subject: UNE to UNE Bulk

BellSouth Change Control,

For the last few months, AT&T and the BellSouth Change Control team have engaged in a Q&A regarding the Manual Interim Process (and Trial) for CR0215, UNE to UNE Bulk Migrations.

In the course of these Q&A discussions, it has become evident that the way in which the CR was implemented leaves AT&T customers with a higher risk of losing service than the individual LSR process currently in place. For example, BellSouth's bulk migration process eliminates time specific hot cuts. Not only does this put AT&T's customers at greater risk, it clearly was not sought nor contemplated in CR0215. Further, BellSouth has made clear that it will not perform bulk migrations after hours, although this too is beyond the scope for CR0215 and also is contrary to Section 3.7.2. of the AT&T/BellSouth interconnection agreement

In the 30 months since the CR was submitted, AT&T continues to believe that it is critical that the end user customer experience with the migrations include minimized risk and outage duration. Since the current manual or electronic UNE to UNE Bulk Migration Process still includes outage risks to end users, AT&T is not in a position to participate in either process at this time.

AT&T requests that BellSouth develop plans immediately to enhance the UNE to UNE Bulk Migration Process to reduce the risk potential for customer outages in a 2003 release.

Thank you,

Bernadette Seigler
AVP
AT&T Local Services & Access Management
So. Region OSS Interconnection
V: 404-810-8956
Fax: 404-810-8605 or 281-664-3731
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Seigler,Bernadette M (Bern) - NKLAM
Sent: Sunday, August 31, 2003 6:34 AM
To: Change Control [Change.Control@bellsouth.com]
Cc: Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject: RE: AT&T's Response to BellSouth's Response to AT&T's concerns re: UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to work with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for end user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process for single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimum concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of the customer being placed out of service because the CLEC cannot plan or anticipate when the conversion will take place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth's defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondence in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

Sincerely,

Assistant Vice President

AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U.DOC >>

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 29, 2003

03 DEC 31 AM 10:52
COMMISSION
CLERK

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Responses to Staff's Second Set of Interrogatories and Second Request for Production of Documents to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 29, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 8-11)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Second Set of Interrogatories (Nos. 8-11), which were legally propounded by Staff on December 8, 2003, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on December 29, 2003, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on December 29, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 29, 2003.

Tracy Hatch /ks

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: December 29, 2003

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S SECOND REQUESTS FOR PRODUCTION OF DOCUMENTS (NO. 9)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Second Requests for Production of Documents (No. 9), which were legally propounded by Staff on December 8, 2003, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on December 29, 2003, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on December 29, 2003 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on December 29, 2003.

Tracy Hatch/kw

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail as indicated this 29th day of December 2003, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom • Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Washington, DC 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA) De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc. R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Michael B. Twomey AARP 8903 Crawfordsville Road Tallahassee, FL 32305 Phone: (850) 421-9530 Fax: 421-8543 Email: miketwomey@talstar.com	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 29, 2003

AT&T'S RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 8-11) REDACTED

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Second Set of Interrogatories to AT&T Communications of the Southern States, LLC, served on December 8, 2003, as follows:

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8 (a):	For all switches that you have provisioned in the State of Florida, please identify from which switches you also have self-provisioned local loops to one or more end users.
Response:	AT&T has self-provisioned high capacity (DS3 and above) local loops from each of its 6 local switches in Florida. See Attachment 1.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(b):	For those switches identified in response to (a), please identify the capacity of the loops self-provisioned and the number of each loop type provisioned to end users.
Response:	All self provisioned loops are provisioned at the DS3 level and are OC-n fiber facilities.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(c):	For those loops identified in response to (b), please state the terms, conditions, and rates under which your company is providing the loop in conjunction with the switching component.
Response:	The terms, conditions and rates under which AT&T provides the loop and switching component are as detailed in the end-user tariffs. For further information, see: **http://ccpkms.ims.att.com/tariffs/index.html**

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(d):	For those switches identified in response to (a), please identify the switch name and its current software release.
Response:	See Attachment 1. Lucent 5ESS switches are using the current software release 5E16.2. Nortel DMS switches are using NCS-15, and the Lucent 4E's are using 4E28.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(e):	For those switches identified in response to (a), are there any features being offered by the ILEC in the wire centers served by this switch that your switch is incapable of providing?
Response:	The switches identified in response to (a) are capable of supporting all the features and functions consistent with the software releases cited above. AT&T cannot affirmatively identify all features being offered by the ILEC in wire centers served by these switches, therefore cannot state with certainty whether or not there are features offered by the ILEC which AT&T switches are not capable of providing.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(f):	If the response to (e) is affirmative, please identify what features cannot be provided, what classes of customers use such features, and what actions would be necessary in order to provide these features.
Response:	Not applicable

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(g):	For those switches identified in response to (a), please identify the anticipated year of retirement.
Response:	No plans exist for retirement of these switches at this time.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(h):	For those switches identified in response to (a), please describe any existing plans to upgrade the switch's capacity or to implement software upgrades.
Response:	At present, there are no plans to upgrade switch capacity of these switches. Plans for software upgrades upon release of newer versions.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(i):	For those switches identified in response to (a), will you provide wholesale switching capacity to another CLEC?
Response:	No, AT&T does not provide wholesale switching capacity to another CLEC, however, two (2) switches identified in response to (a) (line 1 and line 6) are used only to provide service to Comcast, but do not represent the provisioning by AT&T of wholesale switching. **XXX Begin Confidential - Subject to Protective Agreement - End Confidential - Subject To Protective Order XXX.**

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(j):	If the response to (i) is affirmative, please identify the terms, conditions, and rates you would require of a wholesale customer, including contract terms and take or pay requirements, and state whether your company will ensure that the calling scopes and features that are offered to wholesalers will be the same that the ILEC offers.
Response:	Not applicable

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(k):	If the response to (i) is affirmative, please identify the operational support system interface capabilities, including version number and a copy of the methods and procedures, that your company uses or will use when offering unbundled local switch capability to CLECs in the State of Florida.
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(l):	If the response to (i) is affirmative, do you currently provide wholesale switching capacity to another CLEC?
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(m):	If the response to (l) is affirmative, please identify to what CLECs you currently provide wholesale switching and the switch used.
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(n):	If the response to (l) is affirmative, please state your company's mean time to repair and other response intervals for servicing existing switches.
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(o):	If the response to (i) is affirmative, please state your company's signaling capability and signaling redundancy that will be used in making available unbundled local switching to CLECs in the State of Florida.
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(p):	If the response to (i) is affirmative, please describe your company's methods and procedures to prevent or minimize service degradation, including but not limited to delay and/or echo return loss attenuation, to a CLEC that utilizes your company's unbundled local switching in Florida.
Response:	Not applicable.

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(q):	If the response to (i) is affirmative, will your company also make available transport as a stand-alone service to CLECs within the State of Florida?
Response:	Not applicable

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(r):	If the response to (i) is affirmative, will your company make transport available in conjunction with the provision of unbundled local switching capacity to CLEC?
Response:	Not applicable

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(s):	What is the total available capacity on your company's network to provide transport?
Response:	See response to (i).

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8(t):	If the response to (i) is affirmative, under what rates, terms, and conditions are you willing to provide transport in conjunction with the provision of unbundled local switching capacity to CLECs in Florida?
Response:	Not applicable

REQUEST: Staff's Second Set of Interrogatories

DATED: December 8, 2003

Interrogatory 8(u): For those loops identified in response to (b), please identify, by wire center, the location of such facilities and whether those facilities:

(1) Use fiber to the customer's premises;
(2) Use coax to the customer's premises;
(3) Use twisted copper pair to the customer's premises;
(4) Use fixed wireless technology to the customer's premises.

Response: See Attachment 2.

All AT&T "on-net" buildings are connected using fiber facilities and/or broadband wireless facilities. Attachment 2 identifies eight (8) "off-net" buildings where broadband wireless facilities are located.

REQUEST: Staff's Second Set of Interrogatories

DATED: December 8, 2003

Interrogatory 9:

a) For all switches or switching capacity that you have leased to provide service in the state of Florida, please identify from which switches you have self-provisioned local loops to one or more end users.

b) For those switches identified in response to (a), please identify the capacity of the loops self-provisioned and the number of each loop type provisioned to end users.

c) For those loops identified in response to (b), please state the terms, conditions, and rates under which your company is providing the loop in conjunction with the switching component.

d) For those switches identified in response to (a), please identify the switch name and its current software release.

e) For those switches identified in response to (a), are there any features being offered by the ILEC in the wire centers served by this switch that your switch is incapable of providing?

f) If the response to (e) is affirmative, please identify what features cannot be provided, what classes of customers use such features, and what actions would be necessary in order to provide these features.

g) For those switches identified in response to (a), please identify the anticipated year of retirement.

h) For those switches identified in response to (a), please describe any existing plans to upgrade the switch's capacity or to implement software upgrades.

Response: Not applicable

REQUEST: Staff's Second Set of Interrogatories

DATED: December 8, 2003

Interrogatory 10:

a) Are you aware of any unaffiliated CLECs that either are willing to provide or currently are providing in Florida, wholesale unbundled local switching in combination with unbundled analog loops?

b) If the response to (a) is affirmative, please identify such companies of which you aware, and identify in which LATAs and wire centers they offer this combination.

c) If the response to (a) is affirmative, please explain whether or not you believe these entities qualify as wholesale providers, and the basis for your belief.

Response:

a) No.
b) Not applicable
c) Not applicable

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 11:	Please identify in which Florida wire centers you actively market your services, and what services you market in each wire center.
Response:	See Attached or wire center locations. For available services, please refer to the following: **http://ccpkms.ims.att.com/tariffs/index.html**

SUBMITTED this 29th day of December, 2003.

Tracy Hatch

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

A&T Local Switches in Florida

	Switch	Market	Switch CLLI	Switch Address			Switch Class	Switch Man.	Installed T1 Capacity	% Utilization	V and H Coordinates	
				Street	City	State					V	H
1	Jacksonville	Jacksonville				FL		Lucent			07658	01262
2	Jacksonville	Jacksonville				FL		Nortel			07613	01245
3	Miami-1	Miami				FL		Lucent			08328	00538
4	Miami-2	Miami				FL		Lucent			08283	00569
5	Miami-3	Miami				FL		Nortel			08309	00541
6	Pompano Beach	Miami (Pompano Beach)				FL		Lucent			08255	00569
7	Orlando	Orlando				FL		Lucent			07942	01004
8	Tampa	Tampa				FL		Lucent			08171	01166

REDACTED

AT&T's Local Switches

	Switch Name	Market	Switch CIII	Street Address	City	State	Switch Type	Manufacturer	Installed T1 Capacity	% Utilization
M1	Jacksonville Jacksonville	Jacksonville Jacksonville			Jacksonville Jacksonville	FL FL		Lucent Northern Telecom		
	Miami-1 Miami-3	Miami Miami			North Miami Ojus	FL FL		Lucent Northern Telecom		
	Miami-2	Miami			Ft. Lauderdale	FL		Lucent		
M1	Pompano Beach	Miami (Pompano Beach)			Pompano	FL		Lucent		

REDACTED

Orlando	Orlando			Orlando	FL		Lucent		
Tampa	Tampa			Tampa	FL		Lucent		

REDACTED

AT&T's On-Net and Off-Net Collocation Cages, by Switch

CLLI	CLLI 3	Address: Street	Address: CO Name	Address: State	V&H Coordinates: V	V&H Coordinates: H		# of OC48s	DLC Capacity Installed
				FL	764800	127600	On-Net		
				FL	764800	127600	On-Net		
				FL	765200	127200	On-Net		
				FL	765200	127200	On-Net		
				FL	765800	126200	Off-net		
				FL	836200	53600	On-Net		
				FL	836200	53600	On-Net		
				FL	835100	52800	On-Net		
				FL	835100	52800	On-Net		
				FL	834300	55900	On-Net		
				FL	835200	54800	On-Net		
				FL	836100	55700	On-Net		
				FL	835400	54600	Off-net		
				FL	837400	55200	Off-net		
				FL	837200	53700	Off-net		
				FL	836400	54500	Off-net		
				FL	831300	54000	Off-net		
				FL	822500	58200	On-Net		
				FL	822500	58200	On-Net		
				FL	823400	57300	On-Net		
				FL	826700	56400	On-Net		
				FL	826700	56400	On-Net		
				FL	826700	56400	On-Net		
				FL	829600	58100	On-Net		
				FL	828100	55800	On-Net		
				FL	828100	55800	On-Net		
				FL	828000	57300	On-Net		
				FL	828800	56800	On-Net		
				FL	828800	56800	On-Net		
				FL	830100	54600	On-Net		
				FL	830100	54600	On-Net		
				FL	825400	56500	On-Net		
				FL	828400	58000	On-Net		
				FL	816200	60800	On-Net		
				FL	816200	60800	On-Net		
				FL	817100	61800	On-Net		
				FL	817100	61800	On-Net		
				FL	822500	58200	Off-Net		
				FL	823400	57300	Off-Net		
				FL	824200	57200	Off-Net		
				FL	831600	56700	Off-Net		
				FL	831000	55700	Off-Net		

REDACTED

				FL	792900	104300	On-Net		
				FL	795400	103200	On-Net		
				FL	795400	103200	On-Net		
				FL	796800	102200	On-Net		
				FL	796900	101800	On-Net		
				FL	794200	103400	On-Net		
				FL	794600	101600	Off-Net		
				FL	795500	104800	Off-Net		
				FL	789500	104400	Off-Net		
				FL	818000	115700	On-Net		
				FL	820200	120300	On-Net		
				FL	817400	117000	On-Net		
				FL	817200	114700	On-Net		
				FL	816000	113500	On-Net		
				FL	817200	114700	On-Net		
				FL	817500	115600	On-Net		
				FL	820600	118900	Off-Net		
				FL	822500	115900	Off-Net		
				FL	817400	117000	Off-Net		

REDACTED

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

December 29, 2003

03 DEC 31 AM 10:52
COMMISSION
CLERK

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T's Response to Staff's 2nd Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T's Response to Staff's 2nd Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T's Response to Staff's 2nd Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: December 29, 2003

AT&T'S RESPONSES TO STAFF'S SECOND REQUESTS FOR PRODUCTION OF DOCUMENTS (NO. 9)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Second Requests for Production of Documents to AT&T Communications of the Southern States, LLC, served on December 8, 2003, as follows:

REQUEST:	Staff's Second Request for Production of Documents
DATED:	December 8, 2003
Request No.9:	Referring to the company's response to Interrogatory No. 8(k), please provide a copy of the OSS methods and procedures documentation.
Response:	Not applicable.

SUBMITTED this 29th day of December, 2003.

Tracy Hatch | ros

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

January 8, 2004

COMMISSION CLERK
04 JAN -9 AM 11:48

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Responses to Staff's Third Set of Interrogatories to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: January 8, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES (NOS. 12-18)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Third Set of Interrogatories (Nos. 12-18), which were legally propounded by Staff on December 24, 2003, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on January 8, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on January 8, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on January 8, 2004.

Tracy Hatch/bas

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail as indicated this 8th day of January 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 **VIA OVERNIGHT MAIL**	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Washington, DC 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA) De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc. R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200

Tracy Hatch/bas

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)	Docket No. 030851-TP
	)	Filed: January 8, 2004

AT&T'S RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES (NOS. 12 - 18)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 26, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Third Set of Interrogatories to AT&T Communications of the Southern States, LLC, as follows:

REQUEST:	Staff's Third Set of Interrogatories
DATED:	December 24, 2003
Interrogatory 12:	Is the bulk migration process designed by BellSouth equally applicable to all CLECs in Florida that are likely to use such a process, or is it geared more specifically to the needs of AT&T as the originator of CR 0215?
Response:	BellSouth does not have a bulk migration process. What it offers as a batch hot cut process, the "UNE-P to UNE-L Bulk Migration", is actually a batch ordering process with provisioning performed as individual hot cuts. Although AT&T has not tested the batch ordering part of BellSouth's process, it is AT&T's understanding that it is designed for used by any CLEC which has UNE-P customers, a switch and the associated network infrastructure to migrate those customers using UNE-L. Additionally, although AT&T did request a bulk migration process using CR-0215, the resulting process was not responsive to AT&T's needs. See Direct Testimony of Mark Van De Water.
	Response provided by: Mark Van De Water

REQUEST: Staff's Third Set of Interrogatories

DATED: December 24, 2003

Interrogatory 13: Meeting notes for 5-20-02 for CR0215 indicate the format of the data will be non-standard, requiring the CLEC to perform some coding. Please explain this concept and the resulting impact on the CLEC community regarding bulk migrations.

Response: Based upon AT&T's analysis, which included the October 2002 user requirements and notes from meetings, AT&T concludes that there are two non-OBF standard fields added in order to perform this bullk function. These fields are BOPI (Bulk Order Package Identifier) and BULK VER (Version) and are present on the inbound transactions to, and on outbound transactions from, BellSouth. It is AT&T's understanding that the Bulk Migrate functionality is not part of the current LSOG versions 4 or 6, thereby these fields would appropriately be classified as non-standard.

In addition to the above two fields, there are changes to how certain fields are to be coded for LSR management. The most cumbersome of all the changes is how the bulk order is split into distinct PONs (one per EATN).

There are a few requirements that appear to limit the functionality for the EDI user. These are requirements .0670 through .0671a. It appears that there is a series of queries that can be done to receive summary data for a bulk migration. However, these queries are not applicable to the EDI interface, per these requirements.

Thus, there are coding requirements for the CLEC. Further, it appears that EDI Users will not have the same functionality as users of other interfaces.

Response provided by: Denise Berger and Mark Van De Water

REQUEST: Staff's Third Set of Interrogatories

DATED: December 24, 2003

Interrogatory 14: Refer to Ainsworth's direct testimony at page 14, lines 20 through 25, and page 15, lines 1 through 4 – please describe the process and events whenever a CLEC rejects the hot cut:

a. What are some causes of CLECs rejecting the cut?
b. What happens to the order/LSR?

Response:

a. CLECs would not accept the cut if the customer's service were not working, or not working properly.

b. The order would either be supplemented for a new due date, or if the customer is dissatisfied with his experience, it may be cancelled.

Response provided by: Mark Van De Water

REQUEST:	Staff's Third Set of Interrogatories
DATED:	December 24, 2003
Interrogatory 15:	Please discuss Verizon's proposed mitigation of the impact of the 10-35 day holding period for batch orders.
Response:	As discussed in the Direct Testimony of Mark Van De Water, CLECs must have acquired the customers before transferring "batches" of them to their switches. AT&T has several concerns about Verizon's proposal. First of all, for reasons also outlined in Mr. Van De Water's testimony, the period of time offered by Verizon is insufficient. Second, there is no control over, and complete uncertainty with respect to the cost of, the "UNE-P like" service arrangement required to use the batch process for new customers. Response provided by: Mark Van De Water

REQUEST: Staff's Third Set of Interrogatories

DATED: December 24, 2003

Interrogatory 16: Please discuss and explain in detail any proposals and/or collaborative sessions with ILECs or efforts made to co-develop a batch cutover process in Florida.

Response:

As described in the direct testimony of Mark Van De Water, AT&T has attempted on two occasions, spanning three years, to co-develop a bulk migration process with BellSouth. The result of this effort was the "UNE-P to UNE-L Bulk Migration", which is actually a batch ordering process with provisioning performed as individual hot cuts, an offering far short of what AT&T requested. Additionally, this issue has recently been raised by several CLECs at the regional Change Control Process meetings but rejected by BellSouth. Also see rebuttal testimony of Mark Van De Water for additional information.

Response provided by: Mark Van De Water

REQUEST: Staff's Third Set of Interrogatories

DATED: December 24, 2003

Interrogatory 17: Is AT&T aware of any research, experimental technoloby or available technology that could further mechanize the manual process either currently employed or envisioned by BellSouth, Sprint or Verizon Florida in performing cutovers? What effect would such a process have, first, on the hot cut process at existing central offices, and, secondly, at newly constructed central offices?

Response: Electronic loop provisioning or "ELP" represents a functionality that would automate the manual manipulation of jumper wires at the Incumbent Local Exchange Carrier's ("ILEC's") Main Distribution Frame ("MDF") for purposes of migrating analog voice grade loops from one LEC to another. In other words, generically, ELP refers to the electronic automation of the cross-connect function performed at today's MDFs and intermediary frames. Thus, instead of necessitating a technician to manually manipulate wires each and every time an end-user seeks to migrate service providers (e.g., *via* hot-cuts) the ILEC's network would be upgraded so that this loop migration could be accomplished via software commands at the Local Serving Office ("LSO") or some remote provisioning center. Any approach selected should be consistent with forward looking technologies ttoward which the industry and the incumbents themselves are moving so they will not represent stranded investment down the line if pursued now.

There are many technical means by which the existing hot-cut process can be automated. All will require the introduction of some type of equipment into the incumbent's local access network primarily at its wire centers.

The attached documents (containing equipment specs) reflect two means by which ELP functionality would be achieved:

- The first set can be generically categorized as "mechanized/automated cross-connect devices" and includes the documents from NHC, Con-X (available at: www.CON-X Products - ILEC Central Office Solutions1.htm), and Avaya.
- The second, which contains the equipment specs for the Zhone MALC equipment, is AT&T's proposed approach. In fact, the ELP demonstration that was shown in the

video included in the Direct Testimony of Mark Van De Water utilized Zhone equipment.

NHC

Mechanized/Automated Cross-Connect Devices

Other CLECs have advocated that loops not presently on Digital Loop Carrier ("DLCs") be placed on mechanized/automated cross-connect devices such as NHC's ControlPoint equipment. AT&T Labs has this equipment and it has performed as advertised. Some ILECs may already employ the use of such equipment in certain circumstances. The major drawback for this approach is that it does not address the other CLEC backhaul penalty issues. CLECs would still have to collocate at each and every ILEC LSO at which they seek to provide service and deploy the costly backhaul infrastructure from each of those collocations back to the CLEC's switching center.

Zhone

As noted previously, the Zhone equipment is essentially AT&T's ELP proposal. In sum, placing loops on a "true" Next Generation Digital Loop Carrier ("NGDLC") such as Zhone's MALC equipment would digitize and packetize all end-user's communications signals so that they can be readily routed to any network service provider through the use of software commands. This eliminates the need for the manual manipulation of jumper wires as exists in today's environment. In addition, ELP *via* tNGDLC, would significantly reduce a CLEC's collocation profile requirement. The architecture requires the deployment of three primary pieces of equipment referred to as a "true" NGDLC, an ATM module, and a Voice Gateway.

AT&T's approach represents one of these by which the ILEC's local access network is upgraded to a next generation, digital-packet access network that, among other things, supports ELP functionality. The important thing to recognize, however, is that AT&T's proposal goes beyond just addressing the issue of eliminating hot-cuts. It is a solution that would help mitigate the myriad of network impairments that CLECs face. Chief among these is the reduction of CLEC collocation at each and every ILEC LSO and the reduction of the associated backhaul infrastructure electronics that are required today in order to transport signals reliably, efficiently, and economically back to its switching center. By addressing these various network impairments (i.e., the CLEC backhaul penalty in addition to the elimination of today's hot-cuts) AT&T's proposal seeks to address the totality of network impairments faced by competitors.

Additionally, other approaches include MCIW's IDLC/GR-303 unbundling solution and the employment of Digital Cross Connect Systems (DACS / DCS).

GR-303 Unbundling

MCIW has proposed for some time now the promotion of GR-303 DLC unbundling and the availability of concentrated DS0 EELs as both as a form of achieving ELP functionality and for mitigating the CLEC backhaul penalty. Although the details behind how MCIW would seek to accomplish this are not entirely clear (e.g., it is unclear whether MCIW seeks to place all loops on GR-303 DLCs or use this just for loops already on DLCs, etc.) it appears that this approach is very much like AT&T's in that it would place end-user loops on DLCs, thereby mitigating to some extent the need for CLEC collocation and associated electronics and utilize GR-303 transmission protocol to achieve ELP functionality. The primary concerns that would need to be addressed regarding GR-303 unbundling is that the underlying transmission protocol employed under MCIW's approach, GR-303 are:

First, GR-303 requires the establishment of separate and distinct interface groups ("Igs") for each LEC seeking access to a given DLC (e.g., a DS1 IG). The problem is that GR-303 currently limits the total number of IGs supported thereby artificially limiting the number of CLECs that could be accommodated under this architecture—both for purposes of obtaining concentrated DS0 EELs and implementing some form of electronic loop provisioning functionality inherent in the technology.

Second, under a GR-303 DLC approach, trunking efficiency suffers. Under an architecture in which GR-303 DLCs are deployed for multi-carrier access to end-user loops, each CLEC must, at a minimum, utilize 1 DS1 uplink from each DLC to its switch. Such an approach thus requires that a CLEC gain a "critical mass" of end-users so that each CLEC can utilize its DS1 uplink(s) efficiently and cost-effectively. However, given current levels of CLEC market share and the typical number of subscribers serviced on a given DLC, such efficiencies are unlikely, thereby making the approach an economically unviable access method for CLECs.

Third, there appear to be provisioning, alarm reporting, and testing issues that have yet to be worked out when using GR-303 in a multi-carrier environment as is presumably contemplated here.

Digital Cross Connect System (DACS / DCS)

This is a technically feasible approach. AT&T has concerns that it is an inefficient and expensive means for achieving ELP functionality, for both the ILEC and the CLEC. For the ILEC it requires the deployment of multiple, back-to-back DCS equipment in order to permit any-to-any digital connections. In addition, depending on its implementation, CLECs would continue to have face the disadvantage of an unconcentrated interface (thereby still necessitating the need for extensive collocation and associated electronics). In addition, IDLC loops would require the use of a second port on the ILEC's switch (referred to as a hairpin connection) in order for IDLC loops to be accessible to competitors under this approach.

Finally, any type of electronic loop provisioning solution would cost a significant amount of money to implement. However, so is any non-ELP solution that eliminates UNE-P as an option. For example, the costs of processing hot cuts will add up adds up to hundreds of millions of dollar in a state like Florida, assuming that such a process is even capable of supporting competitive levels of churn. Adding the CLEC network infrastructure will add millions and millions more. As such, the real benefits to end-users, competition, CLECs and ILECs alike, etc. need to be considered in any discussion surrounding cost. It is also helpful to bear in mind that other initiatives in the past, such as the implementation of FGD equal access, local number portability, etc. also came at a cost, but it was recognized that these enhancements were required in order for competition in the relevant market to develop. As UNE-L facilities based entry is being considered for the mass market, then the real reasons that have precluded that type of competition need to be addressed:that is, the changing of a local network architecture that was designed with only one carrier in mind-the incumbent-to one that can support efficient and economic multi-carrier access to loops.

Response provided by: Jay Bradbury

REQUEST: Staff's Third Set of Interrogatories

DATED: December 24, 2003

Interrogatory 18: Regarding accumulation of customers in the proposed Verizon process awaiting "critical mass" – how long is it appropriate to allow the end-user and CLEC to wait before migration can be completed? Please specify an appropriate time interval.

Response: The key obstacle in the interval is not that the customer would wait, it is the fact that he can make no changes to his service while he waits. Additionally, once Verizon has selected a due date, (CLECs have no ability to control the time of day, and day of week, that customer's service will be interrupted), the CLEC only has six day's notice, which is insufficient to notify a customer. Because of the service outage and feature functionality issues associated with a hot cut over to the CLECs facilities, the CLECs are required to notify all of their UNE-P customers of the conversion to UNE-L. This is typically accomplished via a letter to the customers informing them of a "network upgrade" that will result in a brief (we hope) outage and will potentially impact some of their feature functionality because some switch based features such as speed calling and remote call forwarding will have to be reprogrammed by the customer when the customer is converted from UNE-P to the CLEC's switch. Thus, CLECs need at least five days from the return of the FOCto prepare, send, and allow the customer to review the letter.

Response provided by: Mark Van De Water

SUBMITTED this 8th day of January, 2004.

Tracy Hatch/las

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Attorney for AT&T Communications of
the Southern States, LLC

ControlPoint

Switch to Remote Access

Everything your MDF does, remotely



Solution at a Glance

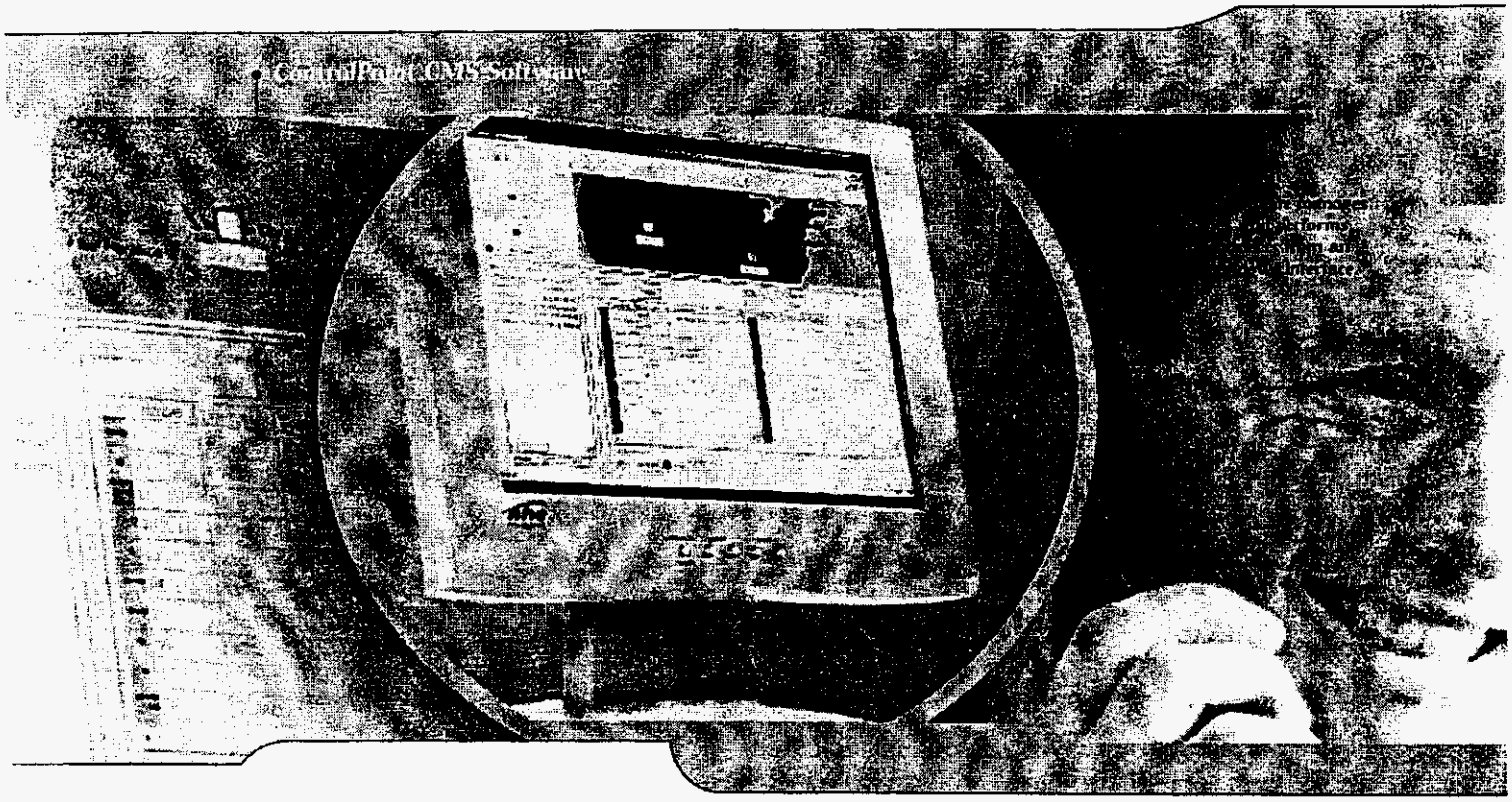
Take Control of Connectivity

nhc

NHC's ControlPoint™
Helps You Automate Your Network

NHC's ControlPoint does everything the Main Distribution Frame (MDF) does, remotely. ControlPoint is the final link to automated, flow-through provisioning from a remote location.

NHC's automated solution lets you say, "We'll have you switched on in a couple of minutes!" Instead of: "Thank you for choosing from our list of services. You'll need to wait at least two weeks before you are connected."



Take Control with ControlPoint's Connection Management System

ControlPoint software, Simple Network Management Protocol (SNMP) controller and hardware switch work in unison to allow voice and data service providers to take control of their copper cross-connect infrastructures.

ControlPoint CMS Software Puts the Power of Remote Cross-Connect Access in Your Hands

CMS software manages multiple cross-connect switches at network operation centers (NOC) nationwide. The screen's intuitive display gives you all the information you need to manage connections.

Once your security level ID for access has cleared, it's as easy as 1-2-3:

1. Choose from the directory tree's switch locations: world map, country, city, building, and switch.
2. Select the desired circuit.
3. Drag and drop the network port to the subscriber port on the same screen and check message window to verify a successful connection.

You can easily access CMS's database-driven connections. When making connections the database is automatically updated and your network's integrity is maintained. CMS works over a LAN/WAN. Intuitive icons provide control over network and subscriber side ports with independent search filters to quickly find ports by type.

Provisioning at Your Fingertips with ControlPoint Cross-Connect Switch

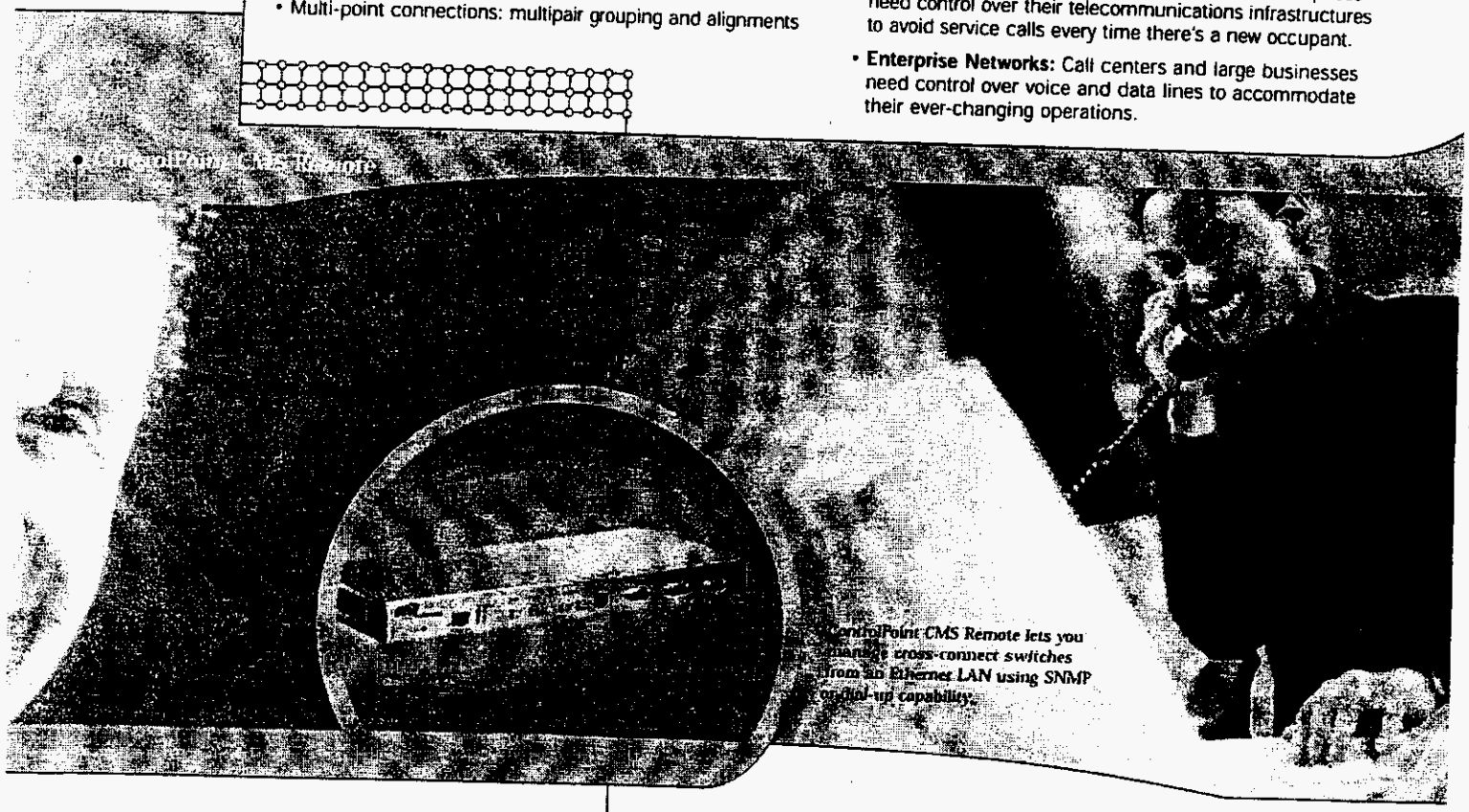
For remote access, a copper cross-connect is typically installed at the Central Office (CO) or in a remote cabinet next to the local-loop subscriber pairs at the MDF. The ControlPoint matrix handles physical connections from any input (network) to any output (subscriber). It automates loop qualification by providing external test access, initial service deployment (provisioning), service migration (upgrades) and network equipment port failure (fallback switching).

ControlPoint Offers Greater Switch Flexibility:

- Subscriber side pair loopback: adding and retrieving lines
- Test access: look in, look out and tap
- Migrating: adding and upgrading services
- Multi-point connections: multipair grouping and alignments

Deploy ControlPoint at:

- **Staffed Central Offices (COs)**
- **Small Unattended CDOs**
- **Remote Terminals (RT):** Huts and underground or curbside cabinets equipped with ControlPoint will never require a truck roll.
- **Collocation Management:** Incumbent Local Exchange Carriers (ILECs) can remotely connect subscriber pairs to Competitive Local Exchange Carrier (CLEC) facilities within the ILEC's central office.
- **Multiple Tenant Units/Multiple Dwelling Units:** Hotels, apartment complexes, convention centers and campuses need control over their telecommunications infrastructures to avoid service calls every time there's a new occupant.
- **Enterprise Networks:** Call centers and large businesses need control over voice and data lines to accommodate their ever-changing operations.



ControlPoint CMS Remote lets you manage cross-connect switches from an Ethernet LAN using SNMP or dial-up capability.

Manage your Entire Network with CMS's Easy-to-Use 4-Panel Interface:

- Directory tree displays all switch locations and accessible equipment.
- Message window log keeps you informed with real-time information—it displays commands sent to, accepted by and returned by the switch.
- Graphical display lets you see geographical representation of switch locations.
- Drag-and-drop function makes port connections simple.
- Click on any port to see the type of connection and where it's connected.

More Reasons to Choose ControlPoint

Reliable: ControlPoint's construct is durable and sturdy. Built-in redundancy ensures daily operation and maintains connections even during a power outage.

Compact: ControlPoint's high density reduces space and cost of CO real estate.

Scalable: ControlPoint grows as customer needs grow.

Robotic: ControlPoint is the first to use advanced robotic technology.

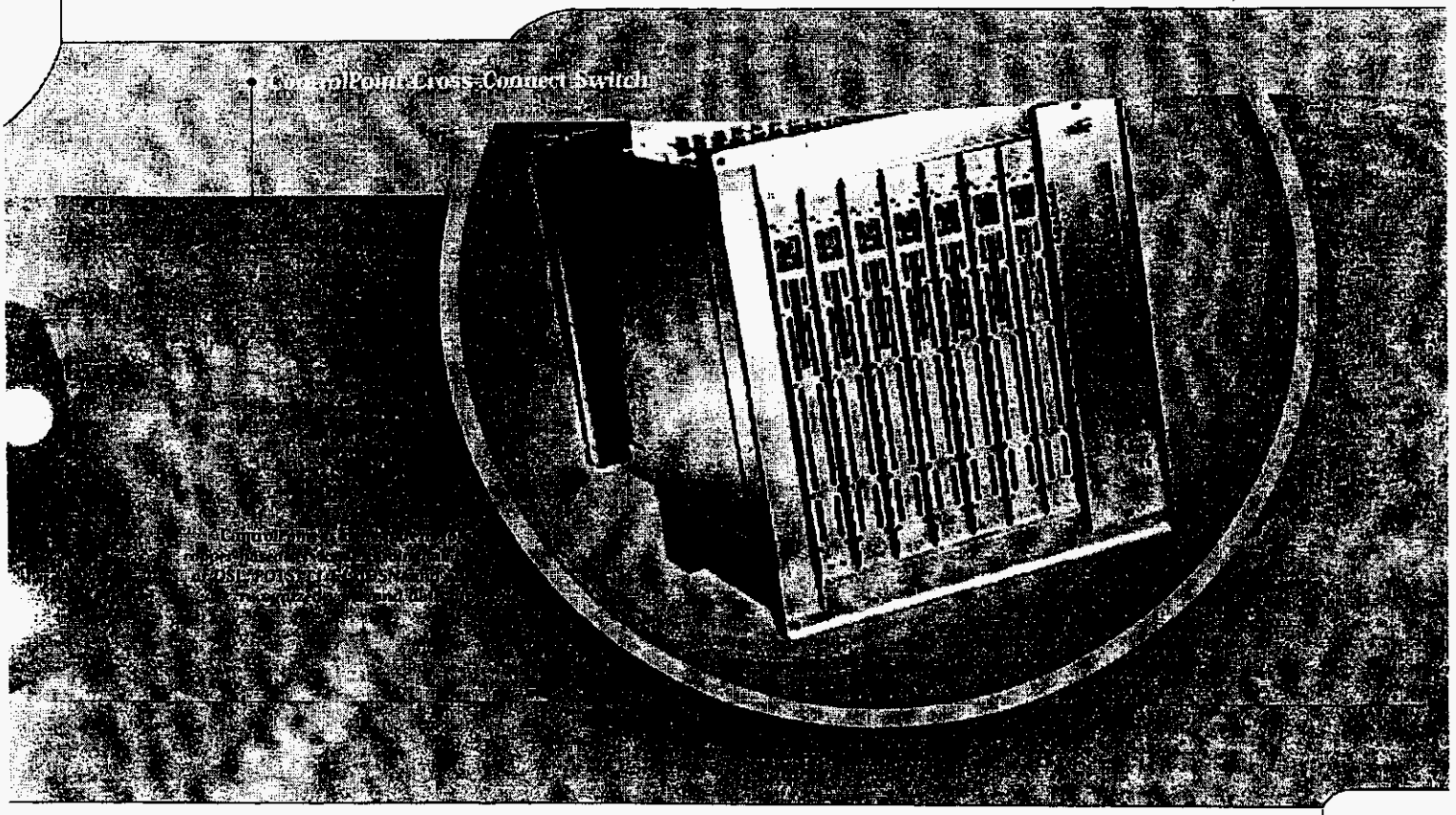
Hot Swappable: Replaceable robot modules won't disrupt service because the matrix connection is always maintained.

In Line with Line-sharing

ControlPoint complies with recent FCC rulings over "line-sharing" where CLECs must be granted access to their customers' lines. Since ControlPoint permits remote local loop management, intrusion on ILEC's service subscriber lines is eliminated.

ControlPoint's integrated, any-to-any, non-blocking copper cross-connect system helps ILECs manage CLEC access to shared lines for test purposes.

How ControlPoint Resolves Shared-line Testing Issues
When the splitter is located at the ILEC CO, only the ILEC has full access to the local loop for testing while the CLEC's low-frequency testing is blocked. ControlPoint allows full test access capability to the CLEC, instead of just access to the high-frequency portion of the line.



ControlPoint Configures to Meet Your Growing Needs

	Matrix size (cable pairs)		Physical dimensions				
	Network	Subscriber	Rackmountable	Width (inches/mm)	Depth (inches/mm)	Height (inches/mm)	Weight (pounds/kg)
ControlPoint 800	512	800	19" or 23"	10.26/260	10.06/255	26/660	77/35
ControlPoint 800RT	512	800	19" or 23"	10.26/260	10.06/255	25.64/860	77/35
ControlPoint 1600	1152	1600	23" - 9U	20.47/520	21.70/550	14.60/370	132/60
ControlPoint 3200	2112	3200	23" - 13U	19.72/500	21.70/550	21.70/550	165/75
ControlPoint 5400	4352	5400	Special Cabinet Supplied	31.30/795	24.60/750	70.90/1800	650/295
ControlPoint CMS Remote			19" or 23" - 1U	19/483	7.5/191	1.72/44	4.3/1.95
	Requirements						
ControlPoint CMS Software	Windows NT 4 Workstation SP5 or SP6, Microsoft Access database (.mdb format)						

If you're not offering your customers instant access to your services from a remotely controlled central office, we need to talk.

Why Not Switch to Automation?

Manual cross connections are labor-intensive, costly and time-consuming. All over the world telecommunications technicians are sent out to provision and troubleshoot local loops. A remote site requiring a "truck roll" can quickly **eat up profits**.

Subscribers frequently opt for a change in services (for example: upgrade from voice to voice and data). When customers upgrade and migrate services or when fallback switching becomes necessary (in the eve it that current services fail), each request requires an individual truck roll. Additional truck rol's **drive up operation costs**

How ControlPoint Can Help You

The ever-increasing demand by subscribers for access to your growing list of services leaves you scrambling to fulfill requests manually. Controlling the cross connection process through software from remote locations **reduces operating costs**

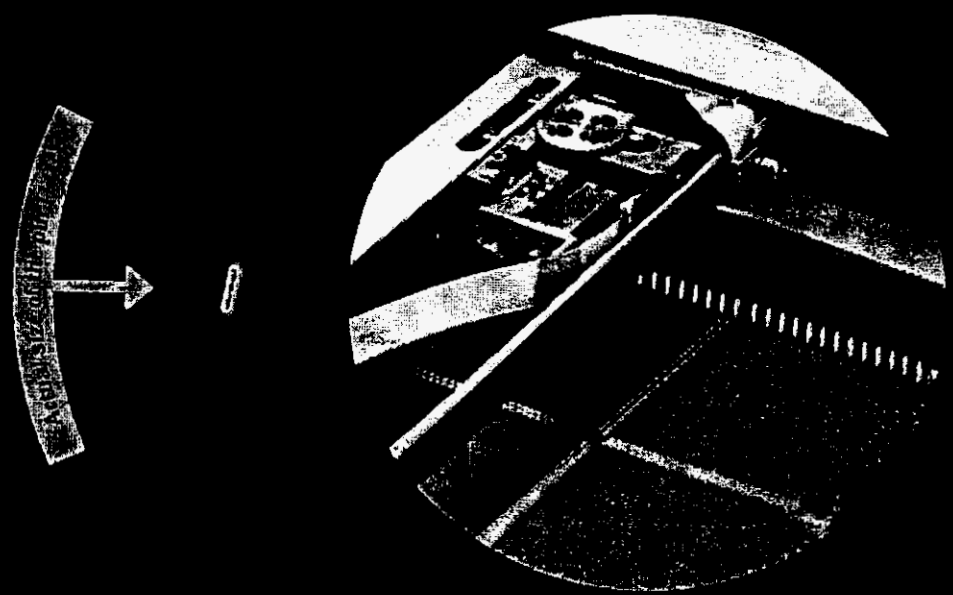
Database management, software control for security and error-free connections offer you advantages that lead to **a competitive edge**. Your gained efficiency through remote Central Office control allows you to offer reliable, timely services and provides you with a greater **return on investment**.

Reduces Accident Costs and Provides Rack Space Efficiency

ControlPoint uses a stepper motor with pin-connect disconnect control to manage connections. This proven technology permits high port densities and allows for extremely large matrix sizes. Cross connect reliability, rack space efficiency and minimized cost are key benefits. High mean time between failure (MTBF) levels are achieved using a multiple path cross connect architecture and intelligent path selection.

Not only is the ControlPoint cross connect system the most reliable path cross connect on the market today, it:

- Achieves a high density any to any cross connect
- Maintains connections even during power outages
- Supports high frequency signals
- Supports both voltage and current
- Requires minimal power
- Uses minimal rack space



Leader in Automation for Connectivity

NHC Communications Inc. is a global leader in automated, cross-connect systems. Headquartered in Montréal, the NHC team has armed the telecommunications industry with the solutions they need to overcome the final hurdle in flow-through connectivity. For 15 years, NHC's advanced copper-wire connections have outdistanced competitors and dominated markets. Today, NHC's robotic switching solution, controlled remotely through software, allows service providers to offer fast, reliable and cost-effective services to their customers.

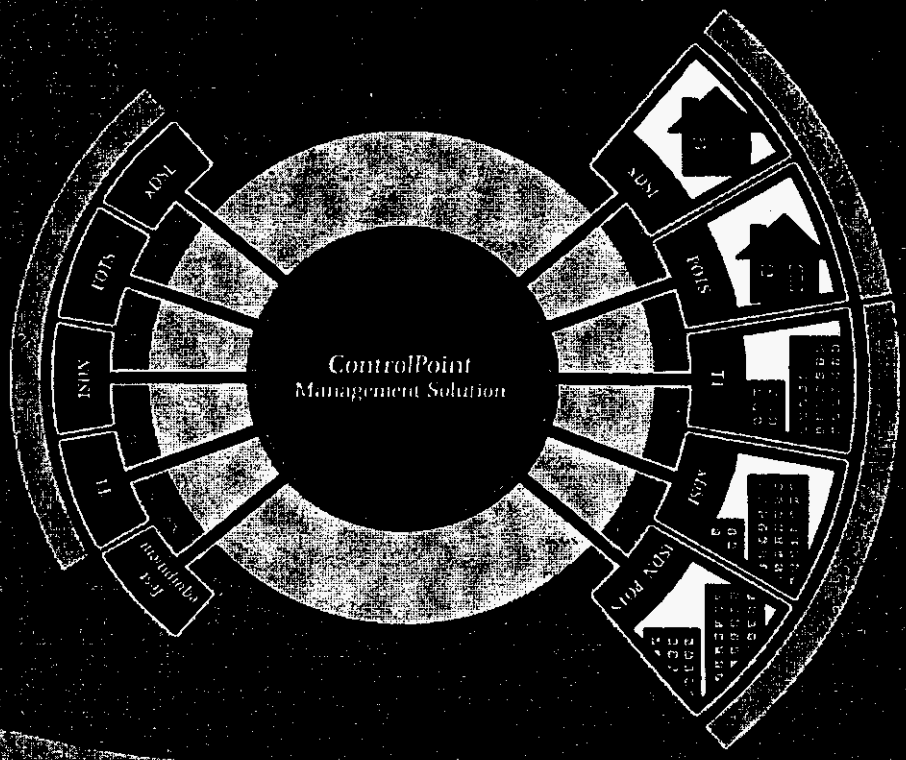
Our Commitment

NHC is committed to bringing superior service, technical support and collaboration to our valued customers in the telecommunications industry.

How to do it all and manage your entire suite of services using ControlPoint

Make the move now to find out how ControlPoint can help you **lower costs** and **build services**. Call us for your **free** ROI (Return on Investment) analysis and discover the real, quantifiable savings of ControlPoint.

ControlPoint—Central to Remote Access



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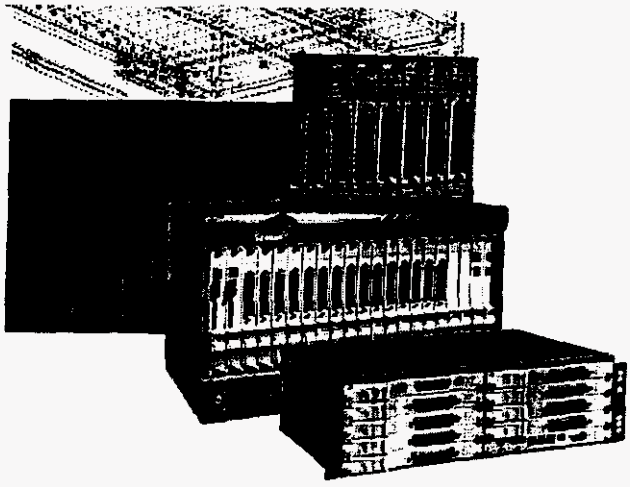
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Printed in Canada



ZHONE

MALC™

MULTI-ACCESS LINE CONCENTRATOR

THE FIRST FAMILY OF PACKET LOOP CARRIERS TO EXTEND THE MULTI-SERVICE NETWORK ACROSS THE LAST MILE, COMBINING TRADITIONAL VOICE, VOICE-OVER-PACKET, BROADBAND DATA, AND VIDEO IN A TRUE CARRIER-CLASS ACCESS PLATFORM

SOLVING THE LAST MILE

- Deliver POTS, Specials, Voice-over-Packet, Broadband Data and Video
- Highest Density / Lowest Price per Port
- Environmentally Hardened, Complete Family of Cabinet Options
- Full Range of Line Interfaces: POTS, Specials, ADSL, SHDSL, PON
- Uplink Flexibility: ATM or IP, GR-303/V5.2 or Packet, Copper or Fiber
- Video-Optimized, High-Speed Architecture
- OSMINE-Certified OSS Integration

PACKET LOOP CONCENTRATION

The MALC establishes a new model for access networks, integrating traditional loop concentration with multi-service, packet-based transport and management. By moving this integration out into the local loop, close to subscribers, this new model lowers costs for existing TDM services, extends the range of broadband services, eliminates overlay networks, and greatly simplifies network design and service management.

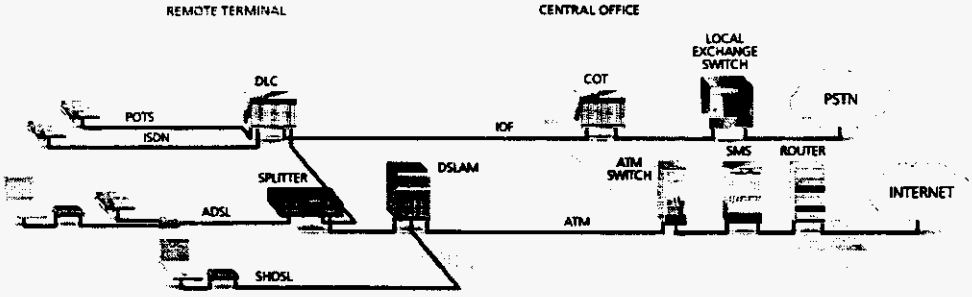
Traditional TDM services include POTS and a full range of Specials, delivered via a Universal Line Card or an integrated companion Universal Line Shelf for higher capacity deployments. FlexBand,™ a remarkable new technology available on the MALC, allows carriers to remotely provision DSL and/or POTS services from any port without requiring a physical cutover. Eliminating the truck-roll results in substantial operational savings to the carrier and dramatically reduces provisioning intervals from days to as little as minutes.

MALC offers unprecedented uplink flexibility, providing compatibility with existing networks and future-proof capabilities for tomorrow's networks: copper or fiber interfaces; software-selectable ATM or IP transport; and TDM (GR-303/V5.2) or packet protocol support. The available integrated IP Termination greatly reduces trunking provisioning requirements and eliminates the need for separate, costly subscriber management systems.

The concentration of multiple services in the local loop performed by the MALC is a key element in the Zhone Single Line Multi-Service (SLMS™) network architecture, which establishes a comprehensive technology, services, and management platform for access networks.

THE LAST MILE CHALLENGE

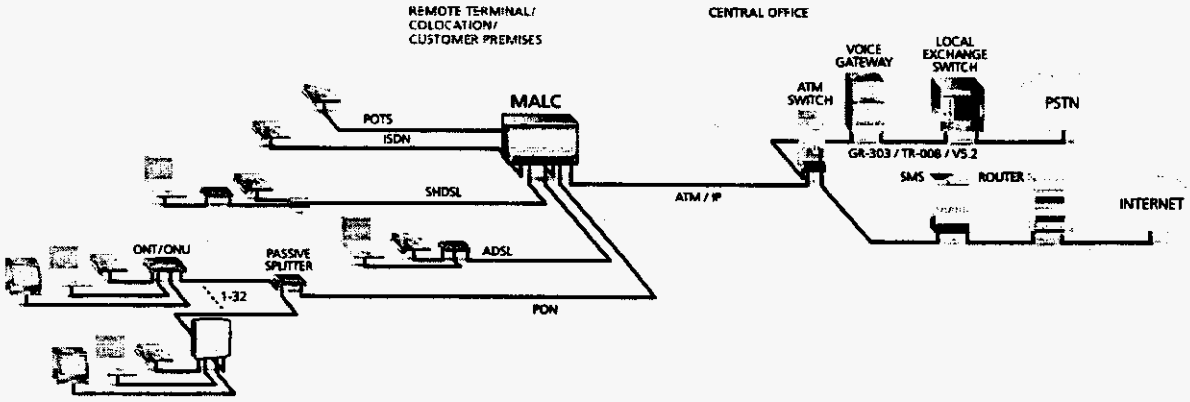
Carriers have made significant investments in their core networks to make them packet-based and multi-service capable, efficiently transporting voice, data, and video over a single infrastructure. Yet similar upgrades to the 'Last Mile' local loop have not kept pace. The challenge is the scale of the access network, with millions of access lines based on technologies and operational procedures that range back to the early days of network build-outs.



Traditionally carriers have used separate access networks to provide voice and data, requiring multiple network elements with corresponding provisioning and operations challenges.

INTRODUCING THE ZHONE MALC

The MALC solves the Last Mile challenge by simplifying the access network, reducing costs, eliminating provisioning steps, and optimizing local loop facilities. The MALC eliminates the need for separate networks and allows carriers to deploy a common, scalable access platform across their entire network.

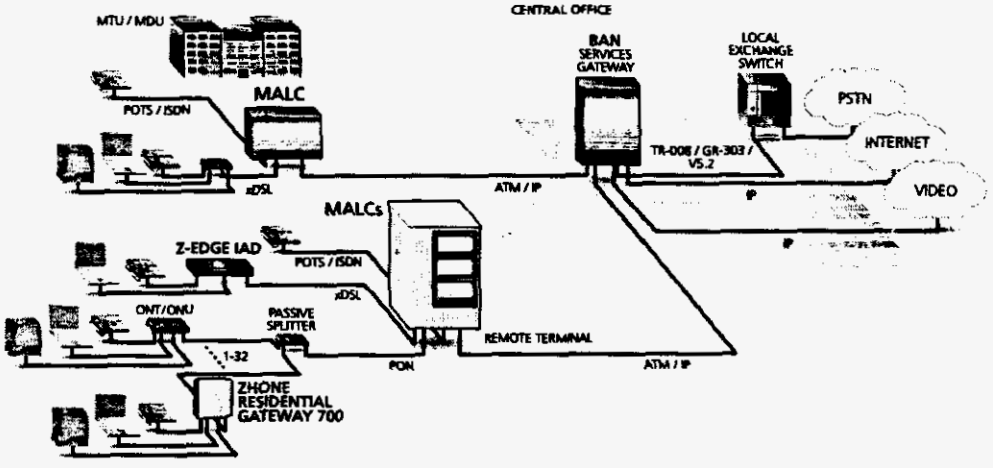


The MALC combines data and full-service voice over a single ATM uplink, introducing simplicity and efficiency to the provisioning and delivery of multiple services. With full remote management, provisioning, lifeline support and carrier-class reliability, the MALC provides a scalable and cost-effective access platform.

MALC™
MULTI-ACCESS LINE CONCENTRATOR

TDM voice is encoded at the MALC into voice-over-packet for transport to the Central Office, where the voice signal is fed through a gateway to either a local exchange switch or directly into a packet-based voice network. For TDM networks the MALC also offers GR-303 / v5.2 up-link capabilities. This provides full support for existing voice services plus a smooth migration path to advanced voice architectures.

The MALC is optimized for delivery of integrated voice, data and video services over copper or optical loops. With high-speed ADSL and PON interfaces plus support for IGMPv2, the MALC provides the key aggregation function in a full multi-service network.



In a fully deployed SLMS network multiple MALCs concentrate traffic up to the Zhone BAN, located at the Central Office. The BAN provides termination, switching, voice gateway, and subscriber management services, further simplifying the access network.

SINGLE LINE MULTI-SERVICE (SLMS) ARCHITECTURE

The Zhone SLMS network architecture is based on the concept that service delivery should be independent of transport media, optimizing the delivery of multiple services over a single line. The MALC provides the key access concentration function in an SLMS network. At the center of an SLMS network the Zhone Management System (ZMS) provides end-to-end subscriber, service, and network management, supporting automated, flow-through provisioning and integration with core Operations Support Systems (OSS).

Whether deployed as part of an SLMS-based network or integrated into an existing multi-vendor network the MALC provides multi-access concentration optimized for traditional and broadband services in the local loop, solving the challenges of the Last Mile.

MALC™

MULTI-ACCESS LINE CONCENTRATOR

TECHNICAL SPECIFICATIONS

Physical Specifications

MALC 319

- Slots: 9; front card access
- Dimensions: (3U) 5.22 in. x 19 in. x 11.3 in. / 13.3 cm x 48.3 cm x 28.7 cm (HWD)

MALC 719

- Slots: 17; front card access
- Dimensions: (7U) 12.25 in. x 19 in. x 11 5/8 in. / 31.1 cm x 48.3 cm x 29.5 cm (HWD)

MALC 723

- Slots: 21; front card access
- Dimensions: (7U) 12.25 in. x 23 in. x 11 5/8 in. / 31.1 cm x 58.4 cm x 29.5 cm (HWD)

Power

- DC: -43.75V to -62V
- Dual (A / B redundant) power feeds

Environmental

- Ambient operating temperature: 0° C to +65° C
- Relative operating humidity: up to 85% (non-condensing)
- GR-487 compliant
- Hardened for outside plant deployment
- Additional outdoor enclosure capabilities available on request

Access Interface Cards

- POTS (900 + 600 ohms)
- POTS Specials (Includes UVG, FXS, P-Phone (EBS), Coin, PLAR, TO/ETO, DID. Complete list available on request)
- ISDN BA U-interface
- ADSL (DMT / G.Lite) Annex A, B, C, S=1/2
- FlexBand™ ADSL (DMT / G.Lite) + POTS + Splitter
- G.SHDSL / SDSL (2w or 4w)
- B-PON OLT G.983.1 / G.983.3 compliant single-fiber, SC connector

Uplink Cards

- T1 / E1 ATM (UNI / IMA)
- T1 / E1 ATM (UNI / IMA) + TDM (GR.303 / v5.2)
- DS3 / E3 ATM UNI
- OC-3c / STM-1 ATM UNI
- OC-12c / STM-4 ATM UNI
- Ethernet 10 / 100 Base-T
- Gigabit Ethernet

Voice Signaling and Encoding

ATM

- ATMF AAL2 LES IWF on the Uplink card
- G.711 encoding for POTS with G.168 echo cancellation

TDM

- GR-303 / v5.2
- POTS and BRI (v5.2)
- 2 Interface Groups per card
- Hybrid signaling support
- Loopstart and groundstart
- Full GR-303 EOC and TMC implementation
- Primary and backup EOC and TMC

ATM

- ATM UNI 3.0, 3.1, 4.0
- QOS: CBR, VBR-rt, VBR-nrt, UBR
- VP and / or VC switching
- Connection Admission Control (CAC) with over-subscription
- Policing and shaping: EPD, PPD, Tag or Discard CLP 1 / 0
- Full range VPI / VCI support
- Daisy chaining for shared backhaul
- OAM: F4 / F5 support

IP

- IGMPv1 and v2
- Host-based routing for per-interface single IP address assignments
- Network-based routing for per-interface IP subnet adress assignments
- Basic IP host and gateway features (RFC 1122 and RFC 1009)
- RIP v1 (RFC 1058) RIPv2 (RFC 2453)
- RFC 1483/2684 bridged encapsulation (Bridged mode)
- RFC 1483/2684 routed encapsulation (LLC mode)
- DHCP server (RFC 2131, 2132)
- DNS resolver (client)
- Bridging 802.1D support
- VLAN 802.1Q support

POTS Ring Voltage Generation

- Internal ring voltage generation: > = 40Vrms up to 5 REN per line maximum
- External ring generator access: TR-57 compliant
- ETSI TR.101.183 compliant provisionable ring frequency

Timing / Clocking

- Sources: uplink any port or through MTAC card 8kHz BITS or 2 MHz internal
- Provisionable primary and secondary clock source with revertive capability

Test Access

- RJ-45 access to external metallic test system
- Serial access for control of external test system
- DSL look-out support
- POTS look-in and look-out support
- Test-around splitter capabilities

Safety and Regulatory Compliance

- NEBS Level 3 Compliant
- RUS Listed
- Safety: UL 60950 3rd edition, CSA 950 3rd edition, EN 60950, AS / NZS 3260, TS 001
- Emissions: EN 55022A, CFR47 PART 15A (FCC)
- Immunity: NEBS GR-1089-Core Level 3, EN 55024, EN 55082-1, T1.601-1992
- Environmental: NEBS GR-63-Core Level 3, GR-487 compliant, ETS 300 019-2-x compliant, ISTA Transportation and Handling
- Network Certification: FCC Part 68, CTR-12, CTR-13, DOC CS-03, TSO 16, GR-57
- Telcordia OSMINE Certification

Redundancy

- No single point of failure on processing, trunking, resources, configuration and services

Management

Terminals

- ZMS (Zhone Management System) via SNMP v2c for GUI and CORBA IDL machine interface (OSS)
- Terminal for Command Line Interface (CLI)
- Quick start GUI configuration software

Management Interfaces

- In-band IP over AAL5
- Out-band IP over 10 / 100 Base-T Ethernet or V.24 serial for a-sync terminal
- Detection and reporting of up to 13 external alarm closures

ZHONE

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About Zhone Technologies, Inc. (Zhone)

Zhone's strategy combines existing solutions with Zhone's internally developed intellectual property to create a portfolio of scalable next-generation network products supporting a rich array of voice, data, video, and entertainment services. Zhone's advanced networking solutions include the Single Line Multi-Service (SLMS™) architecture, Multi-Access Line Concentrator (MALC™), FlexBand™ integrated narrowband + broadband subscriber interface, Broadband Access Node (BAN™), Zhone Management System (ZMS™), Sechtor™ universal voice gateway, Arca-DACS™ digital cross-connect, and Z-Edge™ access products. For more information about Zhone and its products, please visit the Zhone Web site at www.Zhone.com or e-mail info@Zhone.com.

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ZTI-DS-MALC-0903

AVAYA

netSet™ Remote Provisioning System

Avaya's Web-based, Automated MDF

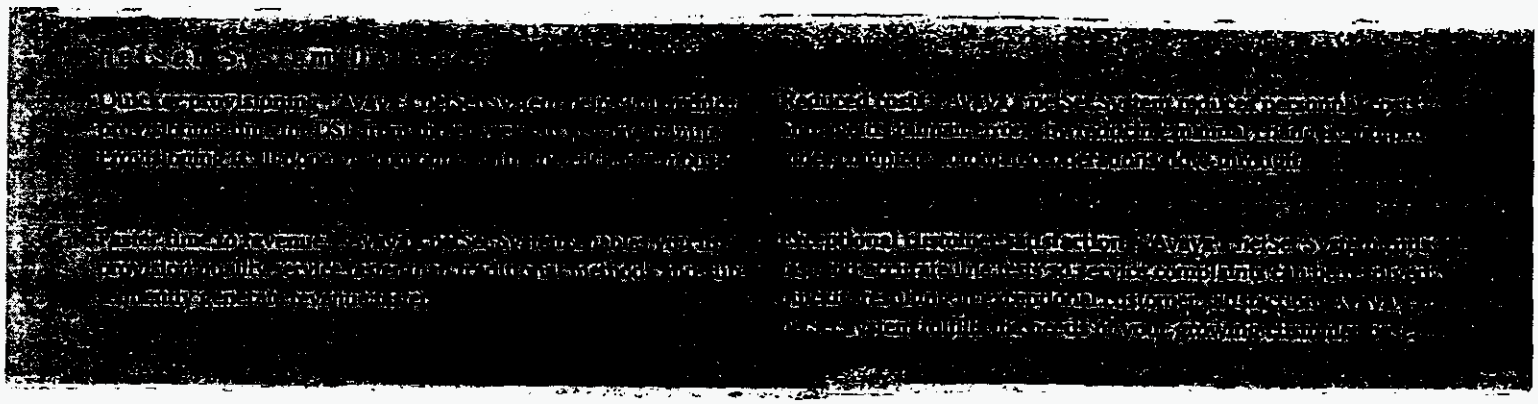
Avaya's netSet System, the latest innovation in central office connectivity solutions for Service Providers, is an Automated Main Distributing Frame (AMDF) system that provides fast **provisioning** and **loop testing** - all conducted **remotely**.

The netSet System provisions and tests pairs for virtually any signal format used in the local loop carried over twisted pair wiring: traditional voice-grade service (POTS), ISDN, T1 and high speed DSL services.

The netSet System is the only web-based AMDF available. And because the netSet System is web-based, it is easy to deploy, configure, use, update and access. The system software known as Element Director:

- Can interface with existing Operations and Support Systems (OSS)
- Allows many concurrent users on the system
- Provides accurate up-to-date record keeping.
- Ensures security
- Enables remote access from anywhere

Our intelligent platform dramatically reduces the potential for human error, using pin-insertion robots to set and release metal-to-metal connections and test line quality to ensure faultless pin insertion every time.



Communication without boundaries

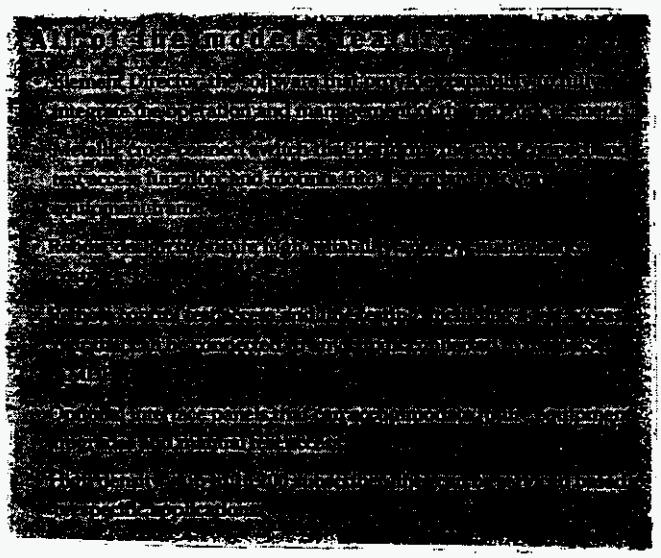
AVAYA

The netSet™ System can be deployed in the following network applications:

Remote terminal – netSet is remotely controlled from the operations or maintenance center reducing the need to send technicians out to a remote central office or a remote terminal to "jumper the wires". Omitting these "truck rolls" saves both time and expenses.

Co-location – The high speed data access services using xDSL technology are being provided by CLECs. CLECs can offer DSL services through Avaya's netSet system installed at a co-location site in an ILEC's central office.

MultiTenant Unit and/or Multi-Dwelling Unit applications – netSet system can be deployed in these applications where pairs are constantly rearranged. (i.e. convention centers, trade show exhibitions). Customers can easily manage churn.



The Key to Capturing your Share of the Booming DSL Market.

DSL service is commonly provisioned by dispatching technical personnel to test new subscribers' existing lines to verify if they are DSL capable. Technical personnel then travel to an exchange to connect DSL-ready customers via a Main Distributing Frame (MDF) in a remote office to a DSLAM (Digital Subscriber Loop Access Multiplexer). Provisioning and testing delays, maintenance and repair problems, and expenses from dispatching truck rolls, can impact the level of customer service you provide to your end-users. Avaya's netSet system automatically tests unbundled loops, adds new subscribers instantly, targets and resolves day-to-day maintenance issues, and manages and tracks it all, from a remote location or central office.

The Key to Successful Operations in Multi-Tenant and Multi-Dwelling Units.

Hotels, convention centers, office buildings (Multi-Tenant Units) and communities (Multi-Dwelling Units) require service changes on a continual basis. DSL service requires either a dedicated, on-site staff to manage the constant pair rearrangements, or it requires the purchase of enough DSL ports to initially provision all potential subscribers— both expensive propositions. Avaya's netSet system automatically provisions or rearranges service from a remote site that can cover multiple locations, reducing operation costs.

Avaya's netSet System comes in a range of compact models that fit neatly in your central office or remote location whether you require 800 subscriber lines or 16,000. Please contact your local Avaya Sales Executive for assistance to customize the netSet AMDF to your needs.

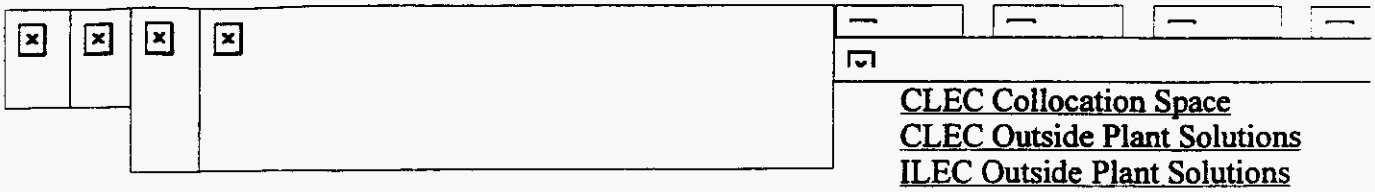
For more information on our products, please contact your Avaya Sales Representative or call 1-800-344-0223. You can also visit our website at http://www.avaya.com/connectivity

netSet is a trademark of Avaya Inc.

This document is for planning purposes only and is not intended to modify or supplement any specifications or warranties relating to Avaya products or services.

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10/01 • netSet™ System
EXM1571

avaya.com



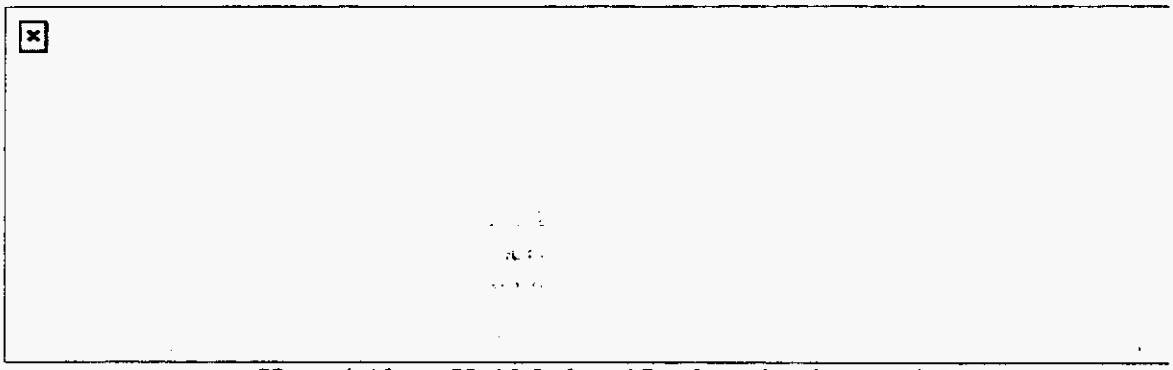
CLEC Collocation Space
CLEC Outside Plant Solutions
ILEC Outside Plant Solutions
ILEC Central Office Solutions

Intelligent Network Solutions for the ILEC Central Office

View the Video on ILEC Solutions

The CON-X solutions provide automation for many of the laborious tasks that take place the main distribution frame.

The Intelligent Network Solutions enable the ILEC to handle requests for access to the network from competitive providers in a timely fashion. Pre-wiring can be performed day advance so the actual cut-over can be performed quickly, and most importantly, remotely. central office solutions support multiple test heads, splitter management, and win-backs require no additional manual labor. If you are currently managing remote un-manned offi with a "frame tech roamer" and potentially could have CLECs who want access in these offices, the CON-X Intelligent Network Solutions are a must. Handle CLEC access in an unmanned office with ease.



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Videos created by Media Fusion Digital Media

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

January 16, 2004

COMMISSION
CLERK
04 JAN 20 AM 11:59

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Supplemental Responses to Staff's Second Set of Interrogatories in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: January 16, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's SUPPLEMENTAL RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 8-11)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Supplemental Responses to Staff's Second Set of Interrogatories (Nos. 8-11), which were legally propounded by Staff on December 8, 2003, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on January 16, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on January 16, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on January 16, 2004.

Tracy Hatch/kas

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail as indicated this 16th day of January 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 **VIA OVERNIGHT MAIL**	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc. Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA) De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp. Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc. R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
Matthew Feil FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 835-0460 mfeil@mail.fdn.com	Scott A. Kassman FDN Communications 390 North Orange Avenue Suite 2000 Orlando, FL 32801 (407) 447-6636 skassman@mail.fdn.com

Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200

Tracy Hatch/bs

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: January 16, 2004

AT&T'S SUPPLEMENTAL RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 8a)

Subject to the General Objections filed with the Florida Public Service Commission on or about December 15, 2003, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Supplemental Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Second Set of Interrogatories to AT&T Communications of the Southern States, LLC, served on December 8, 2003, as follows:

REQUEST:	Staff's Second Set of Interrogatories
DATED:	December 8, 2003
Interrogatory 8 (a):	For all switches that you have provisioned in the State of Florida, please identify from which switches you also have self-provisioned local loops to one or more end users.
Response:	AT&T has self-provisioned high capacity (DS3 and above) local loops from each of its 6 local switches in Florida. See Attachment 1.
Supplemental Response:	**See Attachment 1 revised to include two additional columns: Column "L" Active Customer voice grade equivalent lines for each AT&T switch listed; and Column "W" Active DSO voice grade equivalent lines for each AT&T collocation associated with the switch. Data is provided for each state throughout BellSouth Territory.**

SUBMITTED this 16th day of January, 2004.

Tracy Hatch/bas

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

AT&T's Local Switches										
Switch Name	Market	Switch CIII	Street Address	City	State	Switch Type	Manufacturer	Installed T1 Capacity	% Utilization	Active Customer Side VGEs
Birmingham	Birmingham	BRHMALPODS0	2101 6th Ave. North	Birmingham	AL					
M1 Jacksonville	Jacksonville	JCVLFLGHDS0	5930 Richards Street	Jacksonville	FL					
Jacksonville	Jacksonville	JCVLFLCLDS6	424 N Pearl St.	Jacksonville	FL					
Miami-1	Miami	NMIAFLAYDS0	990 NE 125 St.	North Miami	FL					
Miami-3	Miami	OJUSFLTLDS3	460 NE 216 St.	Ojus	FL					
Miami-2	Miami	FTLDFLOVDS3	1340 NW 40th Ave.	Ft. Lauderdale	FL					

REDACTED

M1	Pompano Beach	Miami (Pompano Beach)	PMBHFLEDDS0	141 NW 16th Avenue	Pompano	FL						
	Orlando	Orlando	ORLEFLGVDS0	1151 North Keller Rd.	Orlando	FL						
	Tampa	Tampa	TAMQFLRYDS0	6015 Benjamin Rd.	Tampa	FL						
	Atlanta-1	Atlanta	NRCRGAISDS0	5060 Avalon Ridge Pkwy.	Norcross	GA						

REDACTED

	Atlanta-2	Atlanta	ATLNGATLDS7	51 Peachtree Ctr. Ave.	Atlanta	GA
M1	Stone Mountain (Atl.)	Atlanta	SNMTGAASDS0	4545 Stonegate Industrial Blvd.	Stone Mountain	GA
M1	Vinings (Atl.)	Atlanta	ATLAGAQWDS0	1900 Cumberland Parkway	Atlanta	GA
M1	(Ownership of KY Switch transferred to Comcast. AT&T leases cages and recovers costs from Comcast on per line basis)					KY
	Charlotte	Charlotte	CHRLNCNADS0	200 South College St.	Charlotte	NC
	Greensboro	Greensboro	GNBONCEUDS4	100 S. Eugene St.	Greensboro	NC
	Raleigh	Raleigh	RLGHNCMODS1	128 Hargett St.	Raleigh	NC

REDACTED

Chattanooga	Chattanooga	CHTGTNKVDS0	611 Chestnut St.	Chattanooga	TN					
Knoxville	Knoxville	KNVLTNBHDS0	900 South Gay St.	Knoxville	TN					
Nashville	Nashville	NSVLTN48DS0	49 Music Square West	Nashville	TN					

*OC-48 counts reported at building level. At least one OC-48 is installed in each on-net cage.

REDACTED

AT&T's On-Net and Off-Net Collocation Cages, by Switch

CLLI	CLLI 3	Address: Street	Address: CO Name	Address: State	V&H Coordinates: V	V&H Coordinates: H		# of OC48s	DLC Capacity Installed	Active DSO VGEs
		1715 6TH AVE N	BIRMINGHAM	AL						
		1715 6TH AVE N	BIRMINGHAM	AL						
		3201 RIDGLEY DR	BIRMINGHAM-CAHABA HE	AL						
		136 W OXMOOR ROAD	OXMOOR	AL						
		1890 DATA DRIVE	RIVERCHASE	AL						
		424 N PEARL ST	JACKSONVILLE	FL						
		424 N PEARL ST	JACKSONVILLE	FL						
		2048 HENDRICKS AV	JACKSONVILLE	FL						
		2048 HENDRICKS AV	JACKSONVILLE	FL						
		6234 OLD ST AUG RD	SAN JOSE	FL						
		115 ALHAMBRA CIR	ALHAMBRA	FL						
		115 ALHAMBRA CIR	ALHAMBRA	FL						
		45 NW 5TH ST	GRANDE	FL						
		45 NW 5TH ST	GRANDE	FL						
		1245 W 69TH ST	HIALEAH	FL						
		25 NAHKODA DR	POINCIANA	FL						
		9056 NW 41ST ST	PALMETTO	FL						
		5275 N W 36TH ST	MIAMI AIRPORT	FL						
		2301 SW 100TH AV	CANAL	FL						
		6100 SW 57 AVE	red road	FL						
		1155 SW 67TH AV	MIAMI WEST	FL						
		19251 NE 26 TH AV	NDAD-OLETA	FL						
		5140 CONGRESS AV	BOCA RATON	FL						
		5140 CONGRESS AV	BOCA RATON	FL						
		838 S DIXIE HWY	BOCA RATON	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		5395 NW 14TH AVE	FT LAUDERDALE CYPRES	FL						
		10141 W BROWARD BLVD	FTLD JACARANDA	FL						
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL						
		211 NE 2ND ST	FORT LAUDERDALE MAIN	FL						
		4200 W OAKLAND PARK BLVD	OAKLAND	FL						
		4036 BRYAN BLVD	PLANTATION	FL						
		4036 BRYAN BLVD	PLANTATION	FL						
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL						
		714 N FEDERAL HWY	HOLLYWOOD MAIN	FL						
		1230 FEDERAL HWY	POMPANO BEACH	FL						
		1180 BANKS RD	MAGATE	FL						
		325 GARDENIA ST	MAIN ANNEX	FL						
		325 GARDENIA ST	MAIN ANNEX	FL						
		1500 N. HAVERHILL RD	HAVERHILL	FL						

REDACTED

	1500 N. HAVERHILL RD	HAVERHILL	FL						
	5140 CONGRESS AV	BOCA TEECA	FL						
	838 S DIXIE HWY	RATON MAIN	FL						
	780 S DEERFIELD AVE	DEERFIELD BEACH MAIN	FL						
	68 N W 98TH AV	PEMBROKE PINES	FL						
	250 SW 62ND AVE	WEST HOLLYWOOD	FL						
	450 SANFORD AVE	ALTAMONTE SPRINGS XA	FL						
	45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL						
	45 N MAGNOLIA AVE	ORLD-MAGNOLIA	FL						
	6621 S ORANGE AV	ORLD-PINECASTLE	FL						
	4959 SANDLAKE RD	SAND LAKE	FL						
	151 S NEW YORK AVE	WINTER PARK	FL						
	7320 LK UNDERHILL RD	AZEALEA PARK	FL						
	5120 SILVER STAR RD	PINE HILLS	FL						
	501 W 9TH ST	SANFORD MAIN	FL						
	4516-18 W NORTH A ST	Beach Park	FL						
	1280 CLEVELAND ST	Clearwater	FL						
	7502 W HILLSBOROUGH AVE	SWEETWATER	FL						
	610 N MORGAN ST		FL						
	3403 ORIENT RD	TAMPA-MAIN	FL						
	610 E ZACK ST	Tampa EAX	FL						
	3712 WALNUT ST	WESTSIDE	FL						
	2487 E BAY DR	Pinellas	FL						
	821 1ST AVE N	ST. PETERSBURG	FL						
	7502 W HILLSBOROUGH AVE	SWEETWATER	FL						
	525 N MAIN ST	ALPHARETTA-MAIN	GA						
	525 N MAIN ST	ALPHARETTA-MAIN	GA						
	5375 CHMB DNWD RD	DUNWOODY	GA						
	5375 CHMB DNWD RD	DUNWOODY	GA						
	377 Killian Hill Rd		GA						
	37 POWDER SPRINGS S	MARIETTA MAIN	GA						
	37 POWDER SPRINGS S	MARIETTA MAIN	GA						
	37 POWDER SPRINGS S	MARIETTA MAIN	GA						
	5866 BUFORD HWY	norcross	GA						
	5866 BUFORD HWY	norcross	GA						
	60 OAK ST.	ROSWELL MAIN	GA						
	1369 SPRING ST	SMYRNA	GA						
	1369 SPRING ST	SMYRNA	GA						
	1732 POWERS FERRY RD	POWER FERRY	GA						
	1732 POWERS FERRY RD	POWER FERRY	GA						
	2278 BROCKETT RD	TUCKER MAIN	GA						
	2278 BROCKETT RD	TUCKER MAIN	GA						
	3336 CHMB-DNWD RD	CHAMBLEE MAIN	GA						
	1028 N GREEN ST	CONYERS-MAIN	GA						
	3394 HOWELL ST	DULUTH	GA						
	330 OAK ST	LAWERENCVILLE MAIN	GA						
	5866 BUFORD HWY	norcross	GA						
	1732 POWERS FERRY RD	POWER FERRY	GA						

REDACTED

		3130 PEACHTREE RD	BUCKHEAD	GA					
		3130 PEACHTREE RD	BUCKHEAD	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		3065 S MAIN ST	EAST POINT	GA					
		3065 S MAIN ST	EAST POINT	GA					
		65 10TH ST	PEACHTREE PLACE	GA					
		65 10TH ST	PEACHTREE PLACE	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		2204 LAVISTA RD	TOCO HILLS	GA					
		2204 LAVISTA RD	TOCO HILLS	GA					
		3130 PEACHTREE RD	BUCKHEAD	GA					
		270B, 70 COURTLAND	COURTLAND STREET	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		5340 ROSWELL RD NE	SANDY SPRINGS	GA					
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY					
		526 ARMORY PL	LOUISVILLE- ARMORY P	KY					
		151 S MARTIN LUTHER KING BLVD	LEXINGTON	KY					
		4641 SOUTH BLVD	CHARLOTTE-SOUTH BLVD	NC					
		208 N CALDWELL ST	CHARLOTTE-CADWELL	NC					
		6240 DERITA RD	CHARLOTE DERITA	NC					
		6901 OLD REID RD	CHARLOTTE (REID)	NC					
		615 SHARON AMITY	SHARON AMITY	NC					
		9139 RESEARCH DR	CHAROLTTE-UNIVERSITY	NC					
		5220 CENTRAL AV	CENTRAL	NC					
		541 BRADFORD DR	CHARLOTTE THOMASBORO	NC					
		220 SOUTH ST	GASTONIA	NC					
		634 ASHLAND DR	GREENSBORO-ASHLAND	NC					
		100 S EUGENE ST	EUGENE	NC					
		629 W FIFTH ST	WINSTON SALEM-FIFTH	NC					
		317 E DAVIS ST	BURLINGTON	NC					
		4025 OLD VINEYARD	WINSTON-VINEYARD	NC					
		3219 GLEENWOOD AV	RALEIGH	NC					
		2111 NEW HOPE CH RD	RALEIGH	NC					
		121 W MORGAN ST	RALEIGH	NC					
		401 N ACADEMY ST	CARY RTP	NC					
		207 E ROSEMARY ST	CHAPELHILL	NC					
		4813 HOPSON RD	DURHAM	NC					
		104 HOLLOWAY ST	DURHAM	NC					

REDACTED

		2605 DUNCAN AV	DODDS	TN					
		300 E M L KING BLVD	NINETH STREET	TN					
		505 AIRPORT RD	CHATTANOOGA-BRAINERD	TN					
		410 MAGNOLIA AV	KNOXVILLE MAIN	TN					
		4605 LYONS VIEW RD	KNOXVILLE-BEARDEN	TN					
		1701 S WINSTON R	KNOXVILLE-WEST HILLS	TN					
		201 CHURCH 185 2AV N	Main and Toll	TN					
		201 CHURCH 185 2AV N	Main and Toll	TN					
		3203 HILLSIDE DR	SHARONDALE	TN					
		2224 ELLISTON PL	NASHVILLE-UNIVERSITY	TN					
		HIGH LEA DR	NASHVILLE-BRENTWOOD	TN					
		409 ELYSIAN FLD RD	CRIEVE HALL	TN					

REDACTED

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 2, 2004

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

FLEB -4 A 11:10:25
COMMISSION
CLERK

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Responses to Staff's Fourth Set of Interrogatories to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Sincerely yours,

Tracy Hatch/las

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 2, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S FOURTH SET OF INTERROGATORIES (NOS. 19-25)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Fourth Set of Interrogatories (Nos. 19-25), which were legally propounded by Staff on January 16, 2004, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on February 2, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on February 2, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 2, 2004.

Tracy Hatch /las

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 2nd day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC • Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom • Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
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Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
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Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
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Tracy Hatch/las

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 2, 2004

AT&T'S RESPONSES TO STAFF'S FOURTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about January 22, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to Staff's Fourth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on January 16, 2004, as follows:

REQUEST:	Staff's Fourth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 19:	For the purpose of the following question, please refer to the direct testimony of AT&T's witness Bradbury, page 8, lines 19 through 22. How does the cost of the backhaul structure that the CLECs must incur compare to the total ILEC actual cost of providing switching?
Response:	The direct testimony of AT&T witness Bradbury at page 8, lines 19-22 is specifically comparing the TELRIC cost for switching to the total cost of impairment related to the backhaul of a loop to the CLEC switch. Mr. Bradbury's testimony does not compare the cost of impairment related to the backhaul of a loop to the CLEC switch to the actual cost of BellSouth switching. Mr. Turner's DS0 Impairment Analysis does not incorporate the cost for the incumbent's switching either at a TELRIC level or at an actual cost level in that Mr. Turner's analysis does not include switching in the analysis. As such, neither Mr. Turner nor Mr. Bradbury has information related to Staff Question No. 19 related to the actual cost of switching in BellSouth's network - only a comparison related to the TELRIC cost of switching as noted in Mr. Bradbury's testimony.

REQUEST: Staff's Fourth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 20: For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Bradbury, page 11, lines 2 through 7.

a. Please identify in which of the following markets AT&T has entered: Jacksonville, Orlando, Miami, Fort Lauderdale, West Palm Beach, Pensacola, or Daytona Beach.

Response: Jacksonville, Orlando, Miami, Fort Lauderdale, West Palm Beach, Pensacola, Daytona Beach.

b. Please identify in which of the following markets AT&T has entered: Fort Pierce, Port St. Lucie, Gainesville, Melbourne, Titusville, Palm Bay, Panama City, or Boca Raton.

Response: Fort Pierce, Port S. Lucie, Gainesville, Melbourne, Titusville, Panama City, Boca Raton.

c. Please identify in which of the following markets AT&T has entered: Tampa, St. Petersburg, or Clearwater.

Response: Tampa, St. Petersburg, Clearwater

d. Please identify in which of the following markets AT&T has entered: Lakeland, Winter Haven, Sarasota, Bradenton, or Venice.

Response: Lakeland, Winterhaven, Sarasota, Brandenton, Venice

e. Please identify in which of the following markets

AT&T has entered: Tarpon Spring, Newport Richey, or Zephyrhills.

Response: Tarpon Spring, Newport Richey, Zephyrhills

f. Please identify in which of the following markets AT&T has entered: Kissimmee, Reedy Creek, Windemere, Winter Garden, Apopka or Winter Park.

Response: Kissimmee, Reedy Creek, Windemere, Winter Garden, Winter Park.

g. Of those markets identified in (a) through (f), in which markets does AT&T have a collocation arrangement in at least one wire center within that market?

Response: Jacksonville, Orlando, Miami, Ft. Lauderdale, Boca Raton, Tampa, St. Petersburg, Clearwater, W. Palm Beach, and Winter Park

h. Of those markets identified in (a) through (f), in which wire centers does AT&T not have a collocation arrangement?

Response: Pensacola, Daytona Beach, Ft. Pierce, Fort St. Lucie, Gainesville, Melbourne, Titusville, Palm Bay, Panama City, Clearwater, Lakeland, Winterhaven, Sarasota, Bradenton, Venice, Tarpon Springs, Newport Richey, Zephryhills, Kissimmee, Reedy Creek, Windemere, Winter Garden.

i. How many customers does AT&T have in each market identified in (a) and (c)?

Response: AT&T is unable to provide this information for all AT&T product lines serving the referenced markets. AT&T provides services throughout the

state of Florida using both its own network and through the purchase of Unbundled Network Elements.

j. How many customers does AT&T have in each market identified in (b) and (d)?

Response: See response to "i".

k. How many customers does AT&T have in each market identified in (e) and (f)?

Response: See response to "i".

Please identify those central offices in Florida where AT&T was denied access due to lack of collocation space within the past two years.

Response:
TAMPFLXX(W04): Address - 610 Zack Street
Central Office(CO) - Tampa EAX
12/04/03 - Submitted an application requesting a Physical 100 sq ft, mesh cage.
12/16/03 - Received an email from my Verizon Program Manager stating that "there is no Physical or Caged Collocation available...Actually there never has been." The option of a cageless 6 was available.
12/19/03 - Received an official letter from Verizon confirming the 12/16/03 statement.
TAMPFLXA(W21): Address - 610 N. Morgan Street

Central Office(CO) - Tampa Main
12/04/03 - Submitted an application requesting a Physical 100 sq ft, mesh cage.
12/16/03 - Received an email from my Verizon Program Manager stating that "there is no Physical or Caged Collocation available...Actually there never has been." The option of a cageless 6 was available.
12/19/03 - Received an official letter from Verizon confirming the 12/16/03 statement.
Prior to receiving Verizon's 12/16/03 letter, City Ops

stated that the applications would probably be denied due to the lack of Physical/Caged space.

l. Please identify those central offices in Florida where AT&T was delayed access due to lack of collocation space within the past two years.

Response: None

m. For each collocation request in a central office without collocation space identified in (b) please state the duration of the delay.

Response: Not applicable

n. Please identify all reports, documents and memoranda supporting the responses to (a) through (c).

Response: None

o. In the past two years, please identify those central offices in Florida where AT&T was denied DS-0 level EELs.

Response: AT&T has not requested DS-0 level EELs within the time period specified.

p. In the past two years, please identify those central offices in Florida where AT&T's entry was delayed due to lack of DS-0 level EELs.

Response: See response to subpart "p".

REQUEST: Staff's Fourth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 21: 21. For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Bradbury, page 12, lines 6 through 9.

a. Is it possible for a CLEC to perform any of the significant modifications to the ILEC's existing network architecture that are required?

b. If the response to (a) is affirmative, please describe how this could occur.

c. Is it possible for the CLEC to bypass the significant modifications needed in the ILEC's existing network?

d. If the response to (c) is affirmative, please describe how this could occur.

Response:

a. No. All of the modifications to the ILEC's existing network needed to remove the four key structural disadvantage components summarized on pages 10-12 of Mr. Bradbury's testimony and discussed in greater detail in the remainder of his testimony can only be performed by the ILEC.

b. Not applicable, see response to subpart "a".

c. No.

d. Not applicable, see response to subpart "c".

REQUEST: Staff's Fourth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 22: For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Bradbury, page 18, lines 6 through 7.

a. Does a CLEC have the opportunity to place loop plant in green-field areas?

Response: Not as a practical matter. It is questionable that the "green-field" concept is applicable to the mass market space (analog DSO level loops serving residence and very small business customers) on a broad scale. The ILEC has an existing loop feeder network that extends to Serving Area Interfaces and Remote Terminals in close proximity to virtually any developable geographic area. To take advantage of any so called green-field, a CLEC would have to build an overlay to the *existing loop feeder network.*

b. Does a CLEC have the opportunity to negotiate joint-trenching with the ILEC in green-field areas, in rehabilitation of existing areas, and in trunking routes?

Response: While the possibility (opportunity) to perform these sorts of negotiations exists, as a general rule, CLECs have not found such efforts to be viable. One can likely find examples of the implementation of each of these strategies, however, collectively all such examples will be small in relationship to the embedded base of mass market customers and lines. Further, AT&T does not view these "opportunities" as methods by which the costs

of mass market loops might be shared.

c. Does a CLEC have the opportunity to negotiate joint-trenching with the cable company, gas or electric companies in green-field areas, in rehabilitation of existing areas, and in trunking routes?

Response: See response to subpart "b" above.

d. Does a CLEC have the opportunity to negotiate with the CLEC to place composite cables?

Response: See response to subpart "b" above.

e. Does a CLEC have the opportunity to negotiate exclusive contracts with developers and home associations?

Response: See response to subpart "b".

f. For the responses to (a) through (e), please state why these opportunities are or are not available to a CLEC.

Response: See response to subpart "b".

g. If any of the responses to (a) through (e) is affirmative, please describe any of these opportunities that AT&T has taken advantage of.

Response: Not applicable.

h. Please describe any other opportunities AT&T has taken advantage of to share costs of the loop plant

infrastructure.

Response: **See response to subpart "b" above.**

REQUEST: Staff's Fourth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 23: For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Wood, page 5, lines 14 through 22.

a. Is it your testimony that if a CLEC is currently using a particular method of entry, that method of entry was found to be the most economically viable in their business case analysis?

b. Please identify CLECs whose first attempt to enter local markets in the state of Florida was by using UNE-L, within the last 3 years.

c. Please state the total number of CLECs whose first attempt to enter local markets in the state of Florida was by using UNE-L, within the last 3 years.

d. Of those CLECs indicated in response to (c), how many transitioned to using UNE-P, since trying UNE-L?

e. Of those CLECs indicated in response to (d), please state the reason(s) given for making this transition.

f. Please state the total number of CLECs whose first attempt to enter the local market in the state of Florida was by using UNE-P, within the last 3 years.

g. Of those CLECs indicated in response to (f), how many have transitioned to using UNE-L, since trying UNE-P?

h. Of those CLECs indicated in response to (g), please state the reason(s) given for making this transition.

i. Please identify any documents, reports and memoranda that support the responses to (b) through (h).

j. How many CLECs have entered the local market in Florida within the last 3 years?

k. Of those CLECs identified in response to (j), what percent have failed?

l. How many CLECs using UNE-L to enter the local market in Florida have failed over the last 3 years?

m. Of those CLECs identified in response to (l), what percent have failed?

n. How many CLECs using UNE-P to enter the local market in Florida have failed over the last 3 years?

o. Of those CLECs identified in response to (n), what percent have failed?

p. How many CLECs have entered the local market in Florida in the last 3 years, using a means other than UNE-L or UNE-P?

q. Of those CLECs indicated in response to (p), what percent have failed?

r. How many CLECs using resale to enter the local market in Florida have failed over the last three years?

s. Of those CLECs indicated in response to (r), what percent have failed?

t. Are there factors other than the choice of a means to enter the market that contribute to the failure of a CLEC?

u. If the response to (t) is affirmative, please identify such factors.

v. Please identify all documents, reports, or memoranda that support your responses to (j) through (u).

w. Please identify all CLECs that have installed circuit switching capacity in Florida over the last three years.

x. Of the CLECs identified in (w), please identify

those that were serving or are currently serving mass market customers.

y. Of the CLECs identified in (w), please identify all reports, documents and memoranda that state or describe the financial performance of these CLECs during the last three years.

z. Of the CLECs identified in (w), please identify those which have declared bankruptcy.

aa. Of the CLECs identified in (z), please identify all reports, documents and memoranda that describe the cause of bankruptcy.

bb. What factors determine whether a business case is economically viable?

cc. In the analysis of two business cases, if both are economically viable, what factors would determine which would be selected to implement?

dd. In a market where there are multiple carriers using multiple methods of entry, can it be assumed that those methods of entry are economically viable?

ee. If the response to (dd) is negative, please explain.

ff. What are the indicators of a successful deployment of local switching equipment to serve mass market customers?

Response:

a. It is Mr. Wood's testimony that a rational CLEC will utilize the most economically viable method of entry based on its business case analysis.
b. Mr. Wood has no information responsive to this request.
c. Mr. Wood has no information responsive to this request.
d. Mr. Wood has no information responsive to this request.
e. Mr. Wood has no information responsive to this request.
f. Mr. Wood has no information responsive to this request.
g. Mr. Wood has no information responsive to this

request.

h. Mr. Wood has no information responsive to this request.

i. Mr. Wood has no information responsive to this request.

j. Mr. Wood has no information responsive to this request.

k. Mr. Wood has no information responsive to this request.

l. Mr. Wood has no information responsive to this request.

m. Mr. Wood has no information responsive to this request.

n. Mr. Wood has no information responsive to this request.

o. Mr. Wood has no information responsive to this request.

p. Mr. Wood has no information responsive to this request.

q. Mr. Wood has no information responsive to this request.

r. Mr. Wood has no information responsive to this request.

s. Mr. Wood has no information responsive to this request.

t. Mr. Wood has no information responsive to this request.

u. Mr. Wood has no information responsive to this request.

v. Mr. Wood has no information responsive to this request.

w. Mr. Wood has no information responsive to this request.

x. Mr. Wood has no information responsive to this request.

y. Mr. Wood has no information responsive to this request.

z. Mr. Wood has no information responsive to this request.

aa. Mr. Wood has no information responsive to this request.

bb. The relevant factors in a business case analysis include the expected future cash flows, the timing of those cash flows, and the certainty of those cash flows. A positive net present value; based on expected cash flows, and discounted using a

discount rate that properly reflects the risk associated with the investment being considered, indicates that the project is economically viable.

cc. All else equal, if two mutually-exclusive business case analyses have a positive NPV, the one with the highest NPV should be chosen. If the business case analyses do not represent mutually exclusive options, both projects with a positive NPV should be undertaken if sufficient capital is available.

dd. If the definition of the market is consistent in terms of geographic scope, service offerings, and customer characteristics, and all carriers are successful with the mode of entry chosen, the answer is yes.

ee. N/a

ff. Within a given market, successful deployment would be indicated by the presence of carriers actively using self-deployed circuit switching to serve mass market customers on a going-forward basis.

REQUEST: Staff's Fourth Set of Interrogatories

DATED: January 16, 2004

Interrogatory 24:

For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Wood, page 9, lines 1 through 5.

a. In the provision of UNE-L, are there any costs that an ILEC must incur that a CLEC does not incur?

b. If the response to (a) is affirmative, please describe such costs.

c. If the response to (a) is affirmative, what effect does this have on impairment?

d. By scale economies, are you referring to decreasing costs per customer?

e. If the response to (d) is negative, please define what is meant by scale economies.

f. If the response to (d) is affirmative, please describe what factors should be considered in cost.

g. By the term "the same" scale economies, are you referring to an equal cost per customer?

h. If the response to (f) is negative, please define what is meant by "the same."

i. Are there any scale economies achieved by CLECs that are greater proportionately to that achieved by the ILEC, such as savings based on efficiencies, or savings based on reduced overhead?

j. If the response to (f) is affirmative, please describe such savings.

k. If the response to (f) is affirmative, what effect does this have on impairment?

l. If a CLEC was able to attract the same number of customers in a given market as the ILEC, would you expect the average costs to be the same

between that CLEC and ILEC?

m. If the response to (l) is negative, please explain.

n. If multiple CLECs are existing in a given market, can it be presumed that scale economies have not posed a barrier to entry in that market?

o. What role does time play in the effect of scale economies?

p. What factors contribute to an increasing number of customers?

q. In what way can the ILEC affect any of the factors identified in (p)?

Response:

a. No, by definition, UNE-L rates are set at a level equal to the economic cost incurred by the ILEC to provide UNE-L. By paying this rate, the CLEC incurs the same economic cost as the ILEC for the loop facility itself.

b. N/A

c. N/A

d. Mr. Wood uses the term "scale economies" to refer to a scale of operation characterized by a declining average variable cost per unit.

e. See response to "d".

f. N/A

g. "the same scale economies" is intended to refer to an equivalent average variable cost per unit.

h. See response to "g".

i. Any cost savings based on greater efficiency or reduced overhead would be unrelated to the existence, or absence, of scale economies.

j. N/A

k. N/A

l. No.

m. A CLEC would still be required to incur additional costs to backhaul traffic to its switch.

n. No.

o. Scale economies are a direct function of volume; as volume changes over time, economies of scale can be expected to change.

p. An increase in the number of customers served by a CLEC can be a function of multiple factors, including the size of the overall market; customers' perception of the CLEC, its service offerings, service quality; customers' perception of the ILEC and its service offerings, and service quality; the relationship between the prices charged by the ILEC and CLEC; and the cost structure of both the ILEC and CLEC (as that cost structure manifests itself in prices and service offerings).

q. An ILEC has some impact on overall market size; direct impact on customers' perception of the ILEC, its service offerings, and service quality; and the cost structure of the ILEC and CLEC.

REQUEST:	Staff's Fourth Set of Interrogatories
DATED:	January 16, 2004
Interrogatory 25:	For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Wood, page 11, lines 2 through 3. It is your testimony that the ILEC is likely to cut prices further in the face of UNE-L competition than UNE-P competition. What effect would Order PSC-03-1469-FOF-TL, approving the petition of the ILECs to increase prices for mass market services in accordance with Florida Statue 364.164, have on your analysis of UNE-L competition?
Response:	Yes. The request of the ILECs to increase prices in a market that they describe as being subject to effective competition underscores the limited nature of competition for mass market customers.

SUBMITTED this 2nd day of February, 2004.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 17, 2004

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T Communications of the Southern States, LLC's Notice of Serving Responses to Staff's Fifth Set of Interrogatories and Third Request for Production of Documents to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 17, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S FIFTH SET OF INTERROGATORIES

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Fifth Set of Interrogatories (Nos. 26-35), which were legally propounded by Staff on February 2, 2004, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on February 17, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on February 17, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 17, 2004.

Tracy Hatch/los

TRACY W. HATCH, ESQ.
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No. 030851-TP Date Filed: February 17, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's RESPONSES TO STAFF'S THIRD REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 10-24)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Responses to Staff's Third Requests for Production of Documents (Nos. 10-24), which were legally propounded by Staff on February 2, 2004, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on February 17, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.

The original and one copy of this Notice were also sent via overnight delivery on February 17, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission. Further service on other parties of record is as set forth on the Certificate of Service, appended hereto.

Respectfully submitted on February 17, 2004.

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Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U.S. Mail or as indicated this 17th day of February 2004, to the following parties of record:

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc. * Nancy B. White c/o Ms. Nancy H. Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone: (850) 224-7798 Fax: 222-8640 Email: nancy.sims@bellsouth.com
Florida Cable Telecom. Assoc., Inc. Michael A. Gross 246 E. 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone: 850-681-1990 Fax: 681-9676 Email: mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms. Donna C. McNulty 1203 Governors Square Blvd., Suite 201 Tallahassee, FL 32301-2960 Phone: (850) 219-1008 Fax: 219-1018 Email: donna.mcnulty@wcom.com
Sprint – Florida* Susan S.Masterton 1313 Blairstone Road MC: FLTLHO0107 Tallahassee, FL 32301 Phone: (850) 847-0244 Fax: 878-0777 Email: susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq. 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone: (678) 985-6261 Fax: (678) 985-6213 Email: marva.johnson@kmctelecom.com
Covad Communications Company* Charles E. Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone: (404) 942-3492 Email: gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone: (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone: (850) 222-2525 Email: vkaufman@mac-law.com	Verizon Florida Inc.* Mr. Richard Chapkis/Kim Caswell 201 N. Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone: (813) 483-2606 Fax: (813) 204-8870 Email: richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc. Charles V. Gerkin, Jr. 9201 North Central Expressway Dallas, TX 75231 Phone: (469) 259-4051 Fax: 770-234-5965 Email: charles.gerkin@algx.com	Allegiance Telecom, Inc. Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone: 630-522-6453 Email: terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P.O. Box 1876 Tallahassee, FL 32302-1876 Phone: 850-222-0720 Fax: 850-224-4359	MCI WorldCom Communications, Inc.(GA)* De O'Roark, Esq. Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email: de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone: (617) 847-1500 Fax: (617) 847-0931 Email: rcurrier@granitenet.com	Miller Isar, Inc. Andrew O. Isar 7901 Skansie Avenue, St. 240 Gig Harbor, WA 98335 Phone: (253) 851-6700 Fax: (253) 851-6474 Email: aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr. The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone: (850) 681-3828 Fax: 681-8788 Email: jmoylejr@/moylelaw.com	NewSouth Communications Corp.* Jake E. Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone: (864) 672-5877 Fax: (864) 672-5313 Email: jejennings@newsouth.com
BellSouth Telecommunications, Inc.* R. Douglas Lackey 675 W. Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone: (404) 335-0747	Supra Telecommunications and Info. Systems Jorge Cruz-Bustillo 2620 S.W. 27th Avenue Miami, FL 33133 Phone: (305) 476-4252 Fax: (305) 443-1078 Email: Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info. Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone: (850) 402-0510 Fax: (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop: KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone: 913-315-9783
Sprint (NC) H. Edward Phillips, III 14111 Capital Blvd. Mailstop: NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone: 919-554-7870	Xspedius Communications Ms. Rabinai E. Carson 5555 Winghaven Blvd., Suite 300 O'Fallon, MO 63366-3868 Phone: (301) 361-4220 Fax: (301) 361-4277 Email: rabinai.carson@xspedius.com
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Charles J. Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone: 850-487-8240 Fax: 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L.L.P. Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone: 512-225-0019 Fax: 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy Hatch/las

Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 17, 2004

AT&T'S RESPONSES TO STAFF'S FIFTH SET OF INTERROGATORIES

Subject to the General Objections filed with the Florida Public Service Commission on or about February 9, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following responses to Staff's Fourth Set of Interrogatories to AT&T Communication of the Southern States, LLC, served on February 2, 2004, as follows:

REQUEST: Staff's Fifth Set of Interrogatories

DATED: February 2, 2004

Interrogatory 26: What overall cost of capital input does AT&T recommend be used in the application of the BACE model for purposes of this proceeding? For purposes of this response, discuss how this cost of capital was determined.

Response: No specific cost of capital is being proposed. The cost of capital should be calculated using the discount rate in a business case analysis should reflect the risk that is specific to both (1) the firm considering the investment and (2) the risk of the investment being considered compared to the firm's overall level of risk.

REQUEST: Staff's Fifth Set of Interrogatories

DATED: February 2, 2004

Interrogatory 27: For the purpose of the following questions, please refer to the direct testimony of Bellsouth witness Tipton, Exhibit PAT-4 and to the direct testimony of Verizon witness Fulp , Exhibit ODF-3.

(a) Considering only UNE Zones 1 and 2 of the markets identified in Staff's Interrogatory 20 (a through f) as AT&T having entered, please identify those markets where AT&T provides service using UNE-L.

(b) For those markets identified in (a), please identify the CLLI for the switches which serve these markets.

(c) For each switch identified in (b), please identify the number of DS0 lines served in each market.

(d) For those DS0 lines served in each market identified in (c), please indicate the number of customer locations being served by those DS0 lines.

(e) Of those customer locations identified in (d), please indicate the number of customer locations with 3 or fewer DS0 lines.

(f) For each switch identified in (b) that provides DS0 service, please state the percent of total capacity used to provide DS0 service.

(g) For each switch identified in (b) that provides DS0 service, please state the percent of spare capacity.

(h) For each switch identified in (b), please identify the ILEC wire centers served.

Response:

(a) See Confidential Attachment Int. 27 and 29.

(b) See Confidential Attachment to Int. 27 and 29

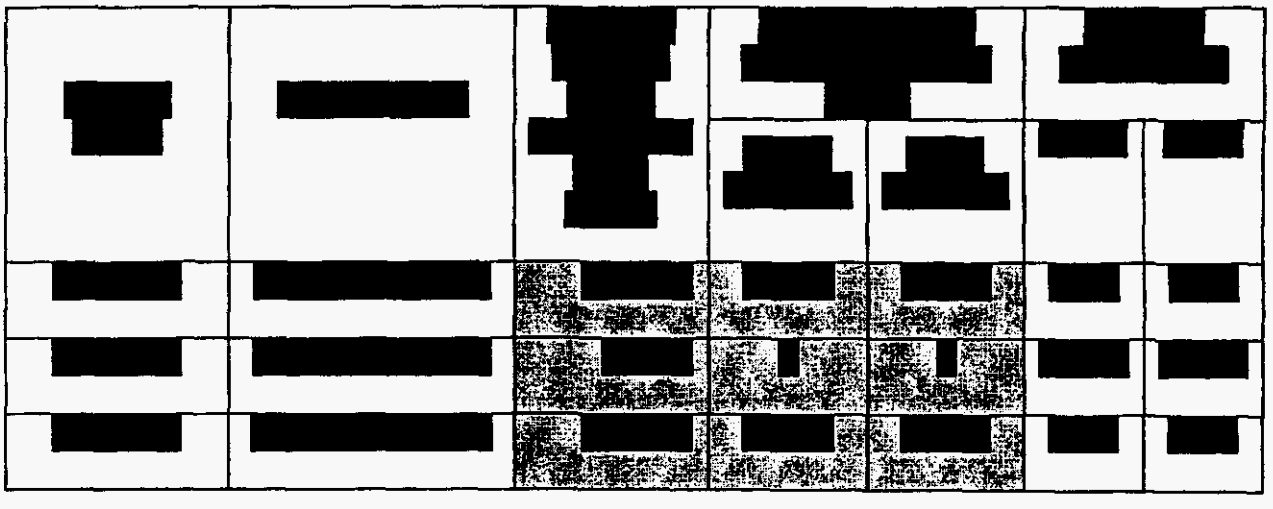
(c) See Confidential Attachment to Int. 27 and 29

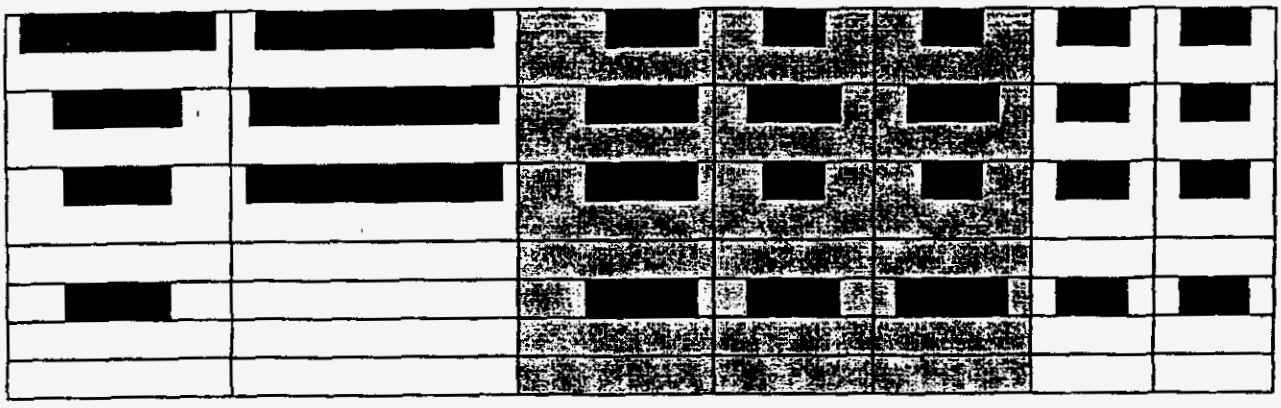
(d) AT&T does not have information in the form requested, however, the number of customer locations served may be determined by using the average 2.5 DSO lines per customer location.

(e) AT&T does not have this information.

(f) AT&T measures its switch capacity in terms of the utilization of installed T1 capacity. There is no valid methodology for determining percent of capacity using a mixture of DS0 and T1 information. However, it is possible to determine the number of voice grade equilavent lines in total on the switch and the number of those lines that originate as DS0 loops. The table below was previously provided on page 7 the Rebuttal Testimony of Jay Bradbury filed in this docket on January 7, 2004 provided this information for AT&T's six local switches in Florida. Percent Enterprise equals percent used for DS1 service and therefore the difference between that and 100% equals % DS0.

***BEGIN CONFIDENTIAL—SUBJECT TO PROCTECTIVE AGREEMENT

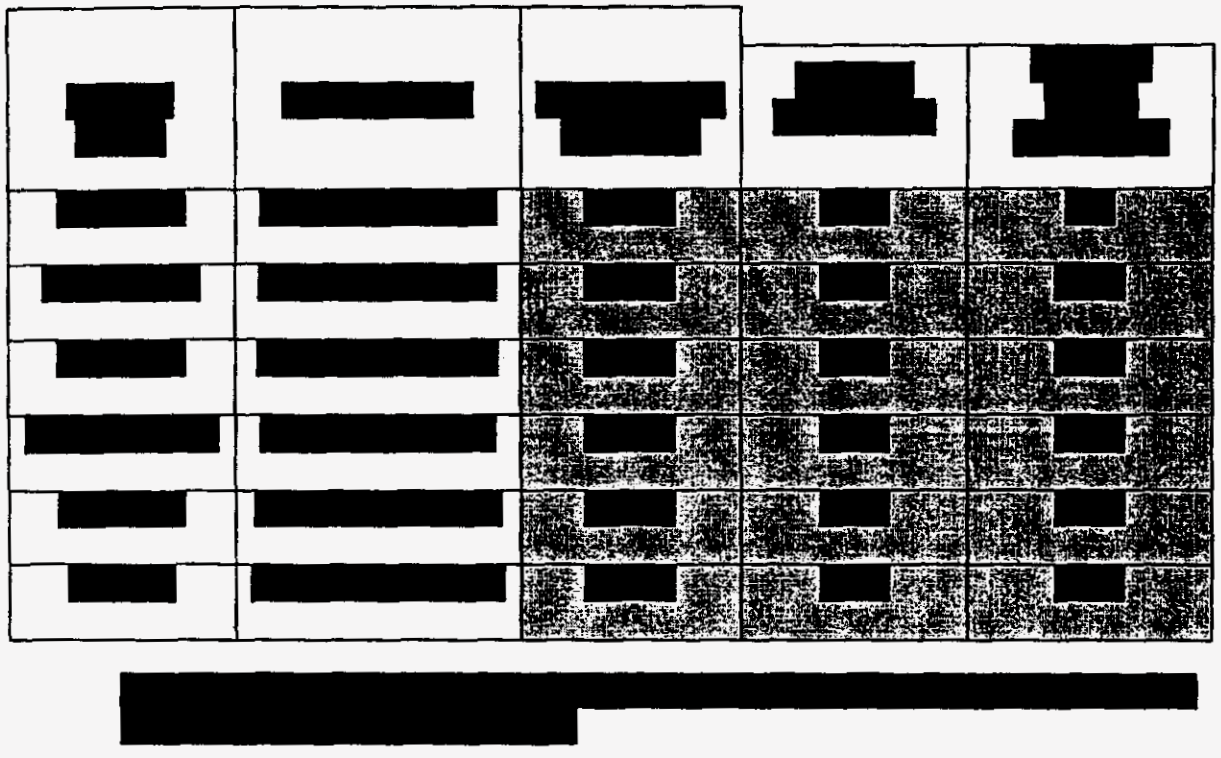




END CONFIDENTIAL—SUBJECT TO PROTECTIVE AGREEMENT***

g. The percent of spare capacity, measured in terms of installed T1 capacity for each of AT&T's local switches in Florida is identified in the following table: (NOTE: BellSouth's Response to Staff's 4th Set of Interrogatories on January 23, 2004 reported as "Aggregate Excess Capacity" for these switches in aggregate, a number that was in fact the average percent utilization in its response to Item 75b. This error grossly overstates available spare capacity.)

***BEGIN CONFIDENTIAL—SUBJECT TO PROTECTIVE AGREEMENT



[redacted]

END CONFIDENTIAL—SUBJECT TO PROTECTIVE AGREEMENT***

h. See Confidential Attachment Int. 27 and 29.

REQUEST: Staff's Fifth Set of Interrogatories

DATED: February 2, 2004

Interrogatory 28: For the purpose of the following questions, please refer to the direct testimony of MCI witness Lichtenberg, page 6, lines 13 through 16.

(a) Has AT&T found certain locations where it makes economic and operational sense to pursue UNE-L?

(b) If the response to (a) is affirmative, please describe any such locations in Florida where this has been found to be the case.

(c) What advantages can be realized by using UNE-L, once the challenges to such service have been overcome?

(d) Has AT&T begun cutting over any of its customers to its own switches in Florida?

(e) If the response to (d) is affirmative, when did AT&T first cut over one of its customers to its own switch?

(f) If the response to (d) is affirmative, where is the switch located to which the first AT&T customer was cut over?

(g) If the response to (d) is affirmative, has AT&T continued to cut over customers to its own switches since testimony was filed?

(h) If the response to (g) is affirmative, how many additional customers have been cut over?

(i) If the response to (g) is negative, please explain why AT&T has ceased cutting customers over to its switches.

Response:

(a) No.

(b) Not applicable.

(c) If AT&T can serve its customers on its own network, it is in the best position to control the costs, quality and services that create the overall customer experience.

AT&T can best fulfill business customers' demand for advanced features and pricing plans and can better provide for and control the availability of such features by providing service using its own switches

When AT&T employs its own switches, it can create standardized offerings across the country, which is desirable for efficient marketing, high-quality customer service, and for attracting the largest multi-state users.

Use of AT&T's own switches and facilities allows AT&T to achieve a greater sharing of common costs, and is the only means for AT&T to achieve economies of scale.

If AT&T does not use its own facilities, then it must heavily rely on another company, and, in the case of UNEs, it must rely on its principal competitor which is plainly undesirable.

(d) No.

(e) Not applicable.

(f) Not applicable

(g) Not applicable.

(h) Not applicable.

(i) Not applicable.

REQUEST: Staff's Fifth Set of Interrogatories

DATED: February 2, 2004

Interrogatory 29: For the purpose of the following questions, please refer to the rebuttal testimony of AT&T witness Bradbury, page 7, line 10.

(a) Please identify the ILEC wire centers served by FTLDFLOVDS3.

(b) Did AT&T cut over analog customers to any of its switches in the years 1997-2001?

(c) If the response to (b) is affirmative, how many analog customers were cutover to each switch for each year indicated in (b)?

(d) Did AT&T cut over analog customers to any of its switches in years 2002-2003?

(e) If the response to (d) is affirmative, how many analog customers were cutover to each switch for each year indicated in (d)?

(f) If the response to (d) is affirmative, how many analog customers were cutover to each switch for each month in 2003?

(g) Did AT&T transition analog customers from UNE-L to UNE-P during the years 2002-2003?

(h) If the response to (g) is affirmative, how many analog customers were transitioned from UNE-L to UNE-P for each year indicated in (g)?

(i) If the response to (g) is affirmative, how many analog customers were transitioned from UNE-L to UNE-P for each month in 2003?

(j) How many DS0 loops were ordered in each year 2001 through 2003?

(k) How many DS0 loops were ordered in each month of 2003?

(l) Has AT&T ceased cutting over customers to its switches since August 2003?

(m) If the response to (l) is affirmative, please explain why AT&T ceased cutting over customers to its switch(es).

Response:

(a) See Attached Confidential Exhibit

(b) Yes, AT&T provisioned small business customers to its switches in 1999-2001.

(c) AT&T does not have the information requested.

(d) No.

(e) Not applicable

(f) Not applicable

(g) No.

(h) Not applicable.

(i) [redacted]***BEGIN CONFIDENTIAL—Subject to Protective Agreement [redacted]

[redacted]

[redacted]

END CONFIDENTIAL—SUBJECT TO PROTECTIVE AGREEMENT***

(l) AT&T ceased provisioning new small business customers to its switches in 2001.

(m) AT&T's market experience led to the conclusion that switch-based entry could not succeed for low volume (small) business customer locations.

REQUEST: Staff's Fifth Set of Interrogatories

DATED: February 2, 2004

Interrogatory 30: For the purpose of the following questions, please refer to the rebuttal testimony of AT&T witness Bradbury, page 9, lines 14 through 17.

(a) Why did the business plan to provide DS0 using UNE-L shift in 2002 to UNE-P?

(b) Please describe the operational and economic problems with AT&T's UNE-L strategy that led it to serve mass market customers with UNE-P since 2001.

(c) Please identify all reports, documents and memoranda that support your response to (b).

(d) Please describe any changes in the price of UNE-P since 2001.

Response: Attached to this Interrogatory Response is the Declaration of Ellyce Brenner filed in FCC Docket 01-339 which provides an account of AT&T's experience using a UNE-L market entry strategy and the associated operational and economic problems AT&T faced which led to abandonment of that strategy.

Attachment Responding to Interrogatories 27 a., b., c., and h., and Interrogatory 29 a.

Shaded cells contain Confidential Information

Market	Switch CLLI	Wire Center CLLI	DS0 Lines AT&T Records	DS0 Lines BST/VZ Records
JACKSONVILLE Z1	JCVLFLCLDS6			
MARKET TOTAL				
JACKSONVILLE Z2				
MARKET TOTAL				
SWITCH TOTAL				
MIAMI Z1	NMIAFLAYDSO	MIAMFLAE		
		MIAMFLAP		
		MIAMFLGR		
		MIAMFLPB		
		MIAMFLPL		
		MIAMFLWM		
MARKET TOTAL				
MIAMI Z2		MIAMFLCA		
		MIAMFLHL		
		MIAMFLRR		
MARKET TOTAL				
SWITCH TOTAL				
ORLANDO Z1	ORLEFLGVDS0	ORLDFLMA		
MARKET TOTAL				
ORLANDO Z2		ORLDFLAP		
		ORLDFLPC		
		ORLDFLPH		
		ORLDFLSA		
		SNFRFLMA		
MARKET TOTAL				
SWITCH TOTAL				
FT LAUDERDALE Z1	FTDLFLOVDS3	FTLDFLCY		
		FTLDFLMR		
		FTLDFLOA		
		HLWDFLMA		
MARKET TOTAL				
FT LAUDERDALE Z2		DRBHFLMA		
		FTLDFLJA		
		FTLDFLPL		
		HLWDFLPE		
		HLWDFLWH		

Market	Switch CLLI	Wire Center CLLI	DS0 Lines AT&T Records	DS0 Lines BST/VZ Records
		PMBHFLFE		
		PMBHFLMA		
MARKET TOTAL				
WPB-BOCA RATON Z1		BCRTFLBT		
		BCRTFLMA		
		WPBHFLAN		
MARKET TOTAL				
WPB-BOCA RATON Z2		WPBHFLHH		
MARKET TOTAL				
SWITCH TOTAL				
TAMPA MSA	TAMQFLRYDSO	BHPKFLXA		
		CLWRFLXA		
		PNLSFLXA		
		SPBGFLXA		
		SWTHFLXA		
		TAMPFLXX		
		WSSDFLXA		
MARKET TOTAL				
SWITCH TOTAL				

Shaded cells contain Confidential Information

Redacted Attachment to Interrogatory No. 30

BellSouth Batch Options vs. AT&T Recommendation*

(*AT&T recommendation from pages 63-66 of direct testimony Mark Van de Water)

AT&T Recommendation	BellSouth 1— Ainsworth Direct	BellSouth 2— Ainsworth Surrebuttal	BellSouth 3— McElroy Surrebuttal
Include IDLC	Yes	Yes	?
Include UNE-L line splitting	No	No	??
CLEC to CLEC	No	Yes No details on process.	??
Operate in conjunction with acquisition process (UNE-P)	No-embedded base only	No-embedded base only	No-embedded base only
24 hour scheduling with no overtime costs	No	Includes Saturday and after hours (costs?)	??
CLEC specific batches	Yes	Yes	?
Window of time specific batches—all cuts to be started and completed within window	No	4 hour window for coordinated Same day for end-users "account" Unclear on same day for all (See*** below.)	No. Orders will be completed in negotiated period not expected to exceed 60 or 180 days.
Sufficiently scalable to meet mass market demands	No	No	No
Process available on an ongoing basis	No	No	No
Real time electronic notification of status including order completion, e.g. WPTS with AT&T proposed enhancements	No	Web based communications system "Similar" to Verizon & SBC but for non-coordinated only. Not enough information to assess. Web based scheduling tool	??

		similar to Verizon. (Not enough information to assess) (See*** below)	
CLECs should not have to prescreen for batch eligibility	??	??	??
UNE-P rate until converted	Yes	Yes	UNE-L rate when service order created
ILEC should electronically notify when batch is ready for scheduling	??	??	No
Sufficient lead time to notify customers, etc--4 days from LSR submission	No/Interval too long	No/Reduced provisioning interval from 14 to 8 days	No/no customer specific due dates provided
Ability to make changes to orders with batch due date assigned	??	??	No
Equivalent OSS functionality to UNE-P --Pre-Order/Order --Flowthrough --One LSR --Directory Listings	More manual ordering/poorer flow-through	Same as 1st (See***below)	BellSouth issues orders/no change from today.
Self executing process to immediately switch customers back if a cut fails (regardless of fault)	No	Unknown-simply refers to timely restoral/does not appear to support port in error.	??
Low Cost	No. 10% discount	No. 10% discount	No. 15% to 25%
Testing using collo-cation and sustained significant volume of ILEC customers	Inadequate testing	Inadequate testing	No testing
No negative impacts on processes and databases (part of test)	Not addressed	Not addressed	Not addressed

Trunking issues	Not addressed.	Not addressed	Not addressed
Availability of copper/UDLC	??	Not addressed	Not addressed
CFA Inventories	Not addressed	Not addressed	Not addressed
Collocation issues	Not addressed	Not addressed	Not addressed
Exceptions to acquisition period	Not addressed	Not addressed	Not addressed
Double migration mitigation	Not addressed	Not addressed	Not addressed
Metrics	Differences –see Bursh	Not addressed	Not addressed
Meaningful SEEM	Differences—see Bursh	Not addressed	Not addressed
		Include DS0 EELs	

***AT&T's Proposed Batch Hot Cut Process
Descriptive Information

Includes all service configurations available for mass market customers, including

CLEC to CLEC
IDLC
Line-split service

The starting point for the batch is UNE-P (If CLECs are found not to be impaired in any market, UNE-P should be used as an acquisition tool)

ILEC will provide an electronic scheduling tool that advises, in increments of one hour, batch availability, e.g. 8-9 a.m. March 01, 2004-available.

Batches are CLEC specific. A batch should include a minimum of 20 lines per hour. Batches should be scheduled when NPAC is available for porting numbers. As the ILEC has no stated maximum volume, there are no other restrictions on batches within or among central offices.

To minimize the manual coordination between the ILEC and CLEC and improve response times, the batch process should include a new system to provide real-time electronic notification of the following work activities:

- CLEC to notify ILEC of batch, including requested due date obtained from scheduler, central office, CO and # of lines to be migrated.
- ILEC to confirm due date and provide batch ID within 1 day of receipt.
- ILEC will provide dial tone and ANI results. To facilitate CLEC tracking, these results will be provided in the order that the service orders will be worked.
- ILEC will provide jeopardies, e.g. facilities
- CLEC will indicate readiness for actual migration to occur 24 hours before due date and time (or no exception message is default concurrence).
- Frame technicians will input completion information as each cut is complete.
- CLEC will provide loop acceptance to ILEC

LSRs will be submitted by CLEC as they are today, with the addition of a batch ID code, and these orders should flow-through.

If an individual cut in a batch fails, and the number has not been ported, the ILEC should restore the service in one hour. For numbers that have been ported, the interval for restoring the customer's service should not exceed 4 hours.

If the batch process as ultimately recommended by PSC staff and approved by PSC does not have adequate measures, the FPSC should convene an industry workshop for the purpose of establishing measures.

Upon implementation of the measures, a third party test to determine if process can achieve performance standards.

AT&T recommends using ILEC retail customers in the
test, using collocation equipment installed to operate as a pseudo-CLEC
specifically for this test.
--3RD party vendor designed and monitored
--PSC oversight
--sustained daily volumes for 2 weeks
--using new performance standards

--Performance measures and testing should be successfully completed before CLECs are required the use the batch process.

Norris,Sharon E - LGCRP

From: beth.e.cohen@verizon.com
Sent: Thursday, January 22, 2004 3:52 PM
To: Rubino, Peggy D
Cc: Elliot Goldberg (egoldberg@mettel.net); John Boshier (jboshier@covad.com); Michael J. Clancy (mclancy@covad.com); tom.rodgers@verizon.com
Subject: Re: Escalation of C03-2054

Peggy --

I'm sending you a copy of Verizon's response to your escalation of CO3-2054 and copied all the original cc's on this email. This will be sent to distribution list this afternoon via the change management mailbox, but wanted to make sure your received in advance of the industry distribution.

(See attached file: Response to Z-Tel on CO3-2054.doc)

Beth E. Cohen
Director
Wholesale Customer Information Management
703-974-6268
703-216-9413 (cell)

"Rubino, Peggy D" <PRubino@Z-TEL.com> 01/15/2004 10:55 AM

To: Beth E. Cohen/EMPL/VA/Verizon@VZNotes
cc: "Elliot Goldberg (egoldberg@mettel.net)" <egoldberg@mettel.net>, "Michael J. Clancy (mclancy@covad.com)" <mclancy@covad.com>, "John Boshier (jboshier@covad.com)" <jboshier@covad.com>, Tom W. Rodgers/EMPL/TX/Verizon@VZNotes
Subject: Escalation of C03-2054

Beth-

I am submitting the below escalation on behalf of MetTel, Covad, and Z-Tel.

As discussed in Tuesday's change control meeting, we would like to formally protest and escalate the designation of change request number C03-2054 as a Type 2 change. The two reasons for the change given in the documentation are FCC 03-36 and PSC case 02-C-1425. The FCC delegated to the states the task of approving an existing bulk hot cut process, approving a new process, or determining that a new process was unnecessary. The NY PSC expanded its existing examination of bulk hot cut processes to incorporate this FCC directive. Several parties filed pre-filed testimony opposing some or all of Verizon's proposed bulk hot cut process. Hearings to examine the testimony were conducted earlier this week. A final order is not expected for at least a couple of months.

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Thank you for your prompt attention to this matter.

Peggy Rubino

VP - Industry Policy

Z-Tel Communications, Inc.

(813) 233-4628

verizon

January 22, 2004

Peggy Rubino
VP Industry Policy
Z-Tel Communications, Inc.

Re: Verizon's response to the Z-Tel, MetTel, and COVAD formal escalation regarding the Batch Hot Cut Process.

Dear Peggy,

This is in response to your email of January 15, 2004, which escalated the designation of Change Request Number CO3-2054 as a Type 2 change. Verizon believes it has appropriately designated this change request as a Type 2 (regulatory) change. The requirements for this type of change are as follows:

> Changes affecting the interfaces between the TC's and Verizon's operational support systems required in order to comply with state or federal law, orders or specific directives by regulatory authorities (such as the Federal Communications Commission), state or federal court orders, or required to meet standards, metrics, or other obligations imposed by, or under agreement with, the FCC or state commissions. Either Verizon or, as applicable, the TC may initiate the Change Request.

The regulations issued by the FCC pursuant to the *Triennial Review Order* clearly require state commissions in certain cases to "establish" a batch hot cut process within nine months of the effective date of the *TRO*, *i.e.*, by July 2004. (*See* 47 C.F.R. § 319(d)(2)(ii); *TRO* ¶ 423.) In response to that mandate, Verizon is offering a suite of hot cut offerings including the existing basic and large-job hot cut processes, and the new "batch" process, which collectively meet the FCC requirements. A key element of this package is our batch process. Although there might be a number of different ways to meet the FCC regulations, this is the one that has been proposed and that is being discussed in New York and other states. OSS changes are being implemented in order to ensure that the complete package will be available on a timely basis to CLECs that wish to use it. Clearly, these OSS changes fall with the above requirement for a Type 2 Change.

Your letter stated that "[s]everal parties have filed pre-filed testimony opposing some or all of Verizon's proposed bulk [*sic*] hot cut process". Although some adverse comments have indeed been filed on some aspects of the batch hot cut process, some CLECs also recognize that aspects of the process could be beneficial to them, and none of them have made any specific comments on the LSR ordering form. We have no basis for believing that the NY PSC or any other state commissions will reject Verizon's batch process entirely.

Moreover, implementing these changes in April will facilitate introduction of the batch hot cut process. As noted above, this new process is in addition to the existing functionalities for hot cuts. We have designed it in such a manner that only those CLECs that wish to take advantage of the new batch process need to use the new LSR values: CLECs that do not wish to use the new functionality can continue to use the LSR without making changes. Once Verizon implements its code enhancements with the April release, CLECs that wish to do so will have the opportunity to work with Verizon to trial this new functionality at their convenience. This new functionality will be carried forward into the code base with the June release, so CLECs may also opt to test and trial the new functionality at that time. Implementing the change in this manner allows the maximum amount of time and flexibility for CLECs wishing to try the functionality prior to the above-referenced July date.

In short, for the above reasons, Verizon has categorized this change request as a Type 2 and scheduled it for implementation in April 2004.

Beth Cohen
Director, Change Management
Verizon Wholesale Markets

Norris,Sharon E - LGCRP

From: james.p.macdonald@verizon.com
Sent: Friday, January 30, 2004 4:58 PM
To: Rubino, Peggy D
Cc: 'Elliot Goldberg'; John Boshier (jboshier@covad.com); Perry,Joyce M - NKLAM; Peterson,Cheryl J - NKLAM
Subject: Re: Second-Level Escalation of C03-2054 - Z-Tel, Covad, MetTel, and A T&T

Ms. Rubino

Please be advised that I am in receipt of your second level escalation. While I sincerely
hope that the February 5th session addresses each of your concerns around the "batch hot cut process" in a satisfactory manner, I will formally respond to your
escalation within the timeline specified in the Change Management Agreement.

Jim Macdonald
Executive Director
Wholesale Customer Systems Management
516 832-3686

"Rubino, Peggy D" <PRubino@Z-TEL.co m> 01/30/2004 09:33 AM

To: Jim MacDonald/EMPL/NY/Bell-Atl@VZNotes
cc: "'Elliot Goldberg'" <egoldberg@mettel.net>, "John Boshier (jboshier@covad.com)" <jboshier@covad.com>, "Joyce M. Perry (E-mail)" <jmperry@ems.att.com>, "Cheryl Peterson" <petersoc@att.com>
Subject: Second-Level Escalation of C03-2054 - Z-Tel, Covad, MetTel, and A T&T

Mr. MacDonald-

Please consider this a formal second-level escalation of the "batch hot cut process" change control items described in the attached e-mails for both Verizon East and West. We continue to disagree with Verizon's characterization of this matter as a type 2 change absent a specific order from a state commission, as well as its implementation in a non CLEC-impacting release. As I discussed with Beth, the change management rules require that this escalation be made within 5 days of her rejection of our first-level escalation, so we do not have the luxury of waiting until after the February 5 call. Beth did not feel she had the authority to waive the 5-day requirement.

-----Original Message-----

From: beth.e.cohen@verizon.com [mailto:beth.e.cohen@verizon.com]
Sent: Wednesday, January 28, 2004 3:54 PM
To: PRubino@Z-TEL.com
Cc: Elliot Goldberg (egoldberg@mettel.net); Teresa Castro (tcastro@vartec.net); Joyce Perry (jmperry@att.com); Michael J. Clancy (mclancy@covad.com); John Boshier (jboshier@covad.com); Cheryl Peterson; 'emcgraw@att.com'; tom.rodgers@verizon.com

Subject: FW: Escalation of CO3-2054

Peggy --

Here is the advance copy of Verizon's response to the escalation of CO3-2054 for the West. I've copied all the original cc's on the email. This will be sent to the West distribution list late this afternoon or tomorrow via the change management mailbox, but wanted to make sure you received it in advance of the industry distribution.

Per our conversation and as you saw from the change management email that went out this afternoon, there will be an information session held regarding the batch hot cut process next Thursday, February 5th. Just wanted to make sure that the announcement of the session takes away the need to proceed with the next level escalation. Please confirm. Thank you.

(See attached file: Response to Escalation on CO3-2054-West.doc)

Beth E. Cohen
Director
Wholesale Customer Information Management
703-974-6268
703-216-9413 (cell)
----- Forwarded by Beth E. Cohen/EMPL/VA/Verizon on 01/28/2004 03:19 PM -----

"Rubino, Peggy D" <PRubino@Z-TEL.com> 01/22/2004 08:59 AM

To: Beth E. Cohen/EMPL/VA/Verizon@VZNotes

cc: "Elliot Goldberg (egoldberg@mettel.net)" <egoldberg@mettel.net>, "Teresa Castro (tcastro@vartec.net)" <tcastro@vartec.net>, "Joyce Perry (jmperry@att.com)" <jmperry@att.com>, "Michael J. Clancy (mclancy@covad.com)" <mclancy@covad.com>, "John Boshier (jboshier@covad.com)" <jboshier@covad.com>, "Cheryl Peterson" <petersoc@att.com>, "'emcgraw@att.com'" <emcgraw@att.com>, Tom W. Rodgers/EMPL/TX/Verizon@VZNotes

Subject: FW: Escalation of CO3-2054

Beth-

This issue was raised in the West without a CR number or any

documentation on Tuesday's call. For the same reasons detailed below, MetTel, Covad, VarTec, AT&T, and Z-Tel oppose Verizon's designation of a bulk hot cut process as a Type 2 change absent a specific order from the FCC or a PSC requiring the process Verizon is implementing. We are formally escalating this issue to you and requesting that you reconsider this designation, and well as the decision to implement the change in a non-CLEC impacting release. AT&T has also authorized me to add AT&T to the list of companies protesting and escalating this issue in the East. Thank you for your consideration of both escalations.

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To: 'beth.e.cohen@verizon.com'
Cc: Elliot Goldberg (egoldberg@mettel.net); Michael J. Clancy (mclancy@covad.com); John Boshier (jboshier@covad.com); Tom Rodgers (tom.rodgers@verizon.com)
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Peggy Rubino
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Z-Tel Communications, Inc.
(813) 233-4628

Content-Transfer-Encoding: 7bit
Message-ID: <OF18DFF7C6.39B14E16-ON85256E23.0072331C@core.verizon.com>

From: beth.e.cohen@verizon.com
To: "Rubino, Peggy D" <PRubino@Z-TEL.com>
cc: "Elliot Goldberg (egoldberg@mettel.net)" <egoldberg@mettel.net>,
"John Boshier (jboshier@covad.com)" <jboshier@covad.com>, "Michael J.
Clancy (mclancy@covad.com)" <mclancy@covad.com>,
tom.rodgers@verizon.com
Subject: Re: Escalation of C03-2054
Date: Thu, 22 Jan 2004 15:51:44 -0500
MIME-Version: 1.0
X-Mailer: Internet Mail Service (5.5.2657.72)
Content-Type: multipart/mixed; boundary="
----_=_NextPart_002_01C3E73D.F68481AA"

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and copied all the original cc's on this email. This will be sent to
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(See attached file: Response to Z-Tel on C03-2054.doc)

Beth E. Cohen
Director
Wholesale Customer Information Management
703-974-6268
703-216-9413 (cell)

"Rubino, Peggy D"

<PRubino@Z-TEL.co m>

01/15/2004 10:55 AM

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VP - Industry Policy

Z-Tel Communications, Inc.

(813) 233-4628

Response to Escalation on CO3-2054-West.doc has been removed from this note on January 30 2004 by Jim MacDonald
Response to Z-Tel on CO3-2054.doc has been removed from this note on January 30 2004 by Jim MacDonald

Norris,Sharon E - LGCRP

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Sent: Friday, January 30, 2004 9:33 AM
To: 'james.p.macdonald@verizon.com'
Cc: 'Elliot Goldberg'; John Boshier (jboshier@covad.com); Perry,Joyce M - NKLAM; Peterson,Cheryl J - NKLAM
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Peggy Rubino
VP - Industry Policy
Z-Tel Communications, Inc.
(813) 233-4628

Norris,Sharon E - LGCRP

From: vzw.cmp.team@verizon.com
Sent: Tuesday, February 03, 2004 4:21 PM
To: VZ-East-Change-Management@list.tel.gte.com; VZ-East-Change-Management1@list.tel.gte.com; VZ-West-Change-Management@list.tel.gte.com; VZ-West-Change-Management1@list.tel.gte.com
Subject: Meeting Materials for Batch Hot Cut Process Meeting on 2/5/04



Verizon Batch Hot Cut.xls

To: Verizon CLEC Community

Re: Batch Hot Cut Process Meeting Reminder

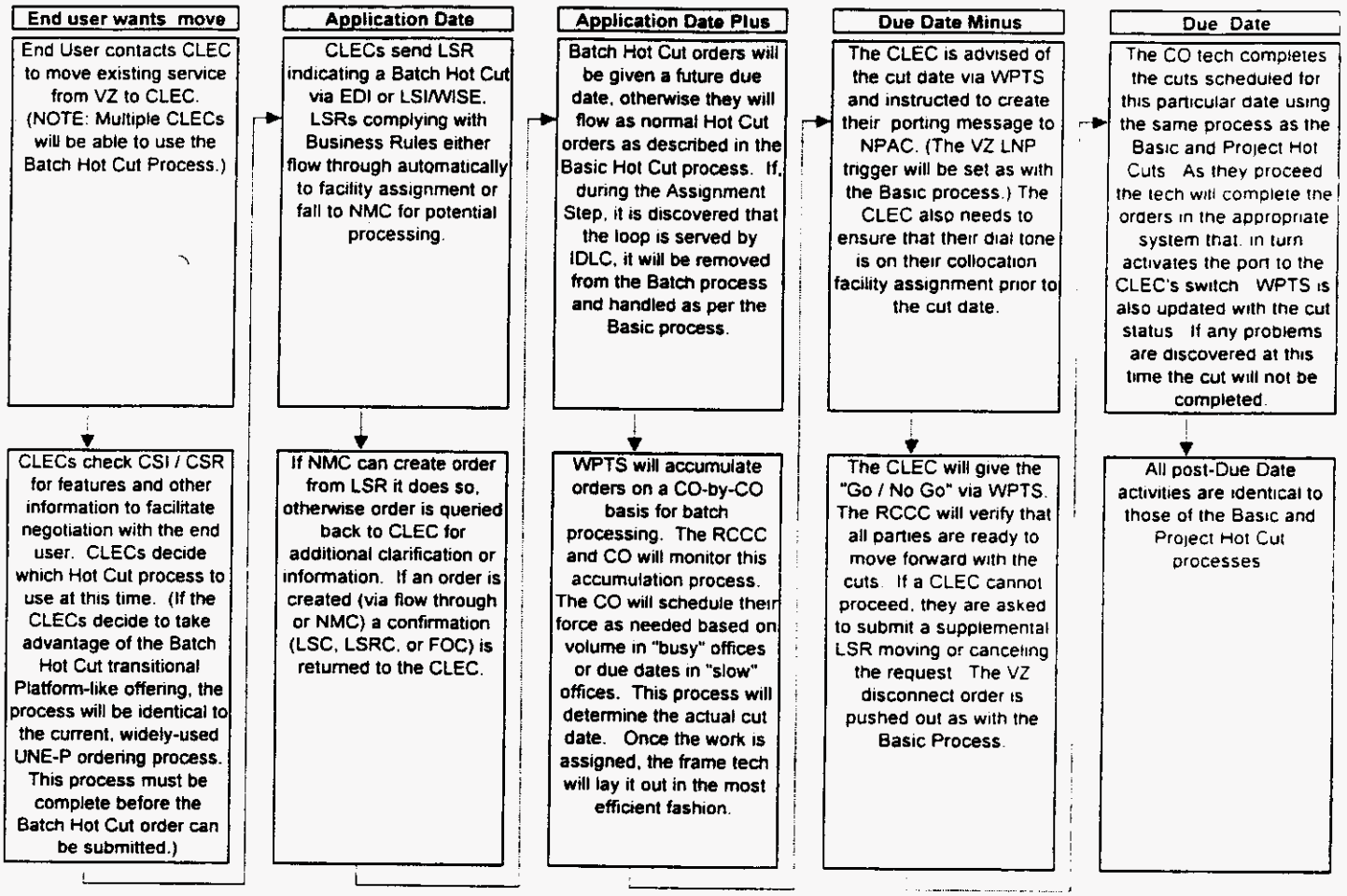
Please find attached the meeting materials for the Batch Hot Cut Process Meeting

Logistics:

Day: Thursday
Date: February 5
Time: 3:30pm Eastern
Call In: (800) 770-6121 Pass Code 548845

(See attached file: Verizon Batch Hot Cut.xls)

Verizon Batch Hot Cut Process Flow



Attachment to Interrogatory No. 35

Verizon

Norris,Sharon E - LGCRP

From: vzw.cmp.team@verizon.com
Sent: Wednesday, January 28, 2004 2:59 PM
To: VZ-East-Change-Management@list.tel.gte.com; VZ-East-Change-Management1@list.tel.gte.com; VZ-West-Change-Management@list.tel.gte.com; VZ-West-Change-Management1@list.tel.gte.com
Subject: Meeting Request for Batch Hot Cut Process and Line Share/Line Split/Loop Share

To: Verizon CLEC Community

Re: Meeting Request

At the January East and West CMP meetings, Verizon agreed to update the CLEC community on the line share, line split and loop share migration scenarios, and to provide additional information associated with the Batch Hot Cut process. These meetings are scheduled for:

Topic: Line Share, Line Split and Loop Share

Day: Tuesday
Date: February 3
Time: 3 pm Eastern
Call In: (800) 770-6121 Pass Code 548845

Topic: Batch Hot Cut Process

Day: Thursday
Date: February 5
Time: 3:30 pm Eastern
Call In: (800) 770-6121 Pass Code 548845

Meeting materials to follow. Questions, please contact VZ-CMP-Team@list.tel.gte.com

If you wish to have your name removed from this list or if you have other concerns you would like to communicate to the Verizon Change Management Team, send email to: VZ-CMP-Team@list.tel.gte.com

Norris,Sharon E - LGCRP

From: vzw.cmp.team@verizon.com
Sent: Thursday, January 29, 2004 9:58 AM
To: VZ-West-Change-Management@list.tel.gte.com; VZ-West-Change-Management1@list.tel.gte.com
Subject: VZ West System Release Notification April 12, 2004 (Initial Notification)

The Verizon Wholesale Website, located at www.verizon.com/wholesale has been updated with the following information:

January 29, 2004 - Essential Information/Announcements

Verizon West System Release Notification April 12, 2004 (Initial Notification)

Order System Enhancement Documentation for LSOG 5 and LSOG 6
Pre-Order System Enhancement Documentation for LSOG 5 and LSOG 6

Change Log - LSOG 5 version 5.5.1; LSOG 6 version 6.5.1
Business Rules - LSOG 5 version 5.5.1; LSOG 6 version 6.5.1
Related Documents - LSOG 5 version 5.5.1; LSOG 6 version 6.5.1

Type 2 - C02-2941 PA SIGS Edits
Type 2 - C02-2237 Batch Hot Cut Process - West

To see an overview of the specific changes, please access the Verizon Wholesale Website. Go to www.verizon.com/wholesale, choose "Systems & Measures (Local)", choose "OSS Interface Change Management", then choose System Release. To get back to the Business Rules, Change Log and Related Documents, click on "Systems & Measures" located on the top navigation bar, and choose "Business Rules" under Local.

If you wish to have your name removed from this list or if you have other concerns you would like to communicate to the Verizon Change Management Team, send email to: VZ-CMP-Team@list.tel.gte.com

REQUEST:	BellSouth First Set of Interrogatories
DATED:	October 9, 2003
Interrogatory 70:	Identify every issue related to BellSouth's hot cut process raised by AT&T at the Florida CLEC collaborative since October 2001.
Response:	Due to the high costs and operational issues of hot cuts (see Attachment 70), AT&T has purchased minimal numbers of hot cuts since that period of time. For example, based on BellSouth's PMAP reports, BellSouth completed 298 (regionally) hot cut LSRs in October 2001, but only 18 in October 2002. Based in part on the above complications, AT&T has focused on other modes of market entry. Therefore, AT&T has not used this forum for hot cut issues, but has primarily focused instead on issues that are most relevant to modes of entry used by AT&T. Pursuant to Rule 1.340(c) of the Florida Rules of Civil Procedure, see Attachment 70A for issues raised by AT&T in the Florida collaborative. It should also be noted that other CLECs raised issues that were of interest to AT&T, making it unnecessary for AT&T to engage in any duplicative efforts. Provided by: Sharon Norris

-----Original Message-----

From: Seigler,Bernadette M (Bern) - NKLAM
Sent: Sunday, August 31, 2003 6:34 AM
To: Change Control [Change.Control@bellsouth.com]
Cc: Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject: RE: AT&T's Response to BellSouth's Response to AT&T's concerns re: UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to work with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for end user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process for single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimum concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of the customer being placed out of service because the CLEC cannot plan or anticipate when the conversion will take place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth's defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondence in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

Sincerely,

Assistant Vice President

AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U.DOC >>

August 30, 2002

VIA FACSIMILE AND MAIL

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: Coordinated Bulk Hot Cut Process

Dear Jim:

The purpose of this letter is to request BellSouth's adoption of a new process in our companies' efforts to address the insufficiency in today's loop-by-loop hot cut process. As we have discussed on several occasions, in spite of its commitment to serving customers on our own local network, AT&T has found it increasingly difficult to use unbundled loops to provide service to our small business local customers. While there are many factors, the inability to complete individual hot cuts in a commercially reasonable manner has proven to be a significant initial hurdle. In fact, in spite of the development of detailed individual hot cut processes to avoid outages, our experience has shown that current methods are unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment

However, AT&T has achieved a small measure of success in New York where, using an outside contractor, AT&T has been able to convert thousands of customers to AT&T's network using a bulk hot cut process. We wish to implement a similar process in the BellSouth territory. This process allows for the project-based conversion of a number of AT&T customers within a single local serving office ("LSO") and takes advantage of the efficiency of converting a number of lines, after regular business hours, with real time coordination between AT&T and BellSouth. Contrary to the current individual hot cut processes, the bulk conversion process can eliminate many of today's problems with customer outages and the lack of commercial volumes, while at the same time significantly lowering the cost to both BellSouth and AT&T.

Based on the New York experience, it is clear that it would be worthwhile to develop a process which would allow AT&T to migrate those customers currently served on the

UNE platform to AT&T's own network using unbundled loops. More importantly, because a bulk conversion process will be less costly for BellSouth to implement, we would anticipate substantial reductions on UNE-L hot cut charges associated with this process. Therefore, I am now asking for your commitment to work collaboratively with AT&T to fully document and implement the necessary procedures for such bulk conversions. AT&T has identified a number of factors that must be addressed in order to ensure a successful process. Although probably not a comprehensive list, these factors include:

- The ability to convert between 100 – 250 lines within a single LSO at one time;
- The development of a streamlined ordering process to avoid unnecessary individual orders and both the work and costs associated with them;
- A project managed focus at both AT&T and the BellSouth;
- BellSouth's conversion readiness, including dial-tone/ANI testing, loop qualification testing and pre-wiring in advance of the conversion;
- Dedicated personnel at BellSouth for the duration of the conversion process, including personnel able to resolve CFA discrepancies identified during the bulk conversion;
- Commitment of immediate service restoration in the event of a service outage during the conversion process;
- The development of appropriate measurements and tracking to ensure the quality of the process, and if necessary, to further improve the process;
- Substantially reduced prices for UNE-L hot cuts to take into account reduced costs for BellSouth.

Additional requirements, which, we believe, BellSouth already delivers via COSMOS and LENS, are the electronic access to BellSouth's CFA inventory and the ability to identify spare and utilized facilities.

In order to most efficiently develop and test a bulk hot cut process, I suggest that each company designate a representative to lead our implementation teams with this effort. I will lead the AT&T team and ask that you designate the appropriate BellSouth team leader as soon as possible. Given the importance of this process to any attempt by AT&T to use unbundled loops to serve our customers, I ask that negotiations on the process begin no later than September 16, 2002.

Sincerely,

cc: Greg Terry

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

AT&T Regional Account Team
770-492-7550
Fax 770-492-9412

September 20, 2002

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

Dear Denise:

This is in response to your letter of August 30, 2002, regarding AT&T's request that BellSouth adopt a new process for coordinated conversions (hot cuts) of unbundled loop service.

At the outset, your letter makes statements about the quality of BellSouth's current hot cut process performance that do not accurately reflect the level of service BellSouth provides to AT&T. BellSouth has consistently performed AT&T's hot cuts well within the established benchmark, usually 100% within 15 minutes of AT&T's requested start time. BellSouth strongly disagrees with the characterization of its current hot cut methods as "unreliable." I have attached a copy of AT&T's Local Services Performance trend chart for On Time Installation for Hot Cuts, January through June 2002, which AT&T presented in the last monthly Executive meeting. This chart indicates that AT&T is receiving excellent service from BellSouth on its Unbundled Network Element (UNE) Loop Hot Cut conversions. Furthermore, let me remind you that the hot cut process in your Interconnection Agreement was negotiated by you personally for numerous months. BellSouth is implementing that process not only correctly, but also at extremely high service levels.

Regarding AT&T's request that BellSouth implement a bulk conversion process to migrate AT&T's end users served by Unbundled Network Element-Platform (UNE-P) to UNE Loop, as we have discussed, BellSouth is implementing a bulk conversion process as a result of AT&T's Change Request CR0215. The final user requirements were reviewed with the CLEC community on July 9, 2002. During our conversation, however, you indicated that the new process resulting from CR0215 would not meet the needs of the internal AT&T organization. Those needs apparently have prompted the request for a different new process as outlined in your August 30 letter.

BellSouth believes that the conversion process currently in place, as a result of CR0215, will be a reliable, economical method to migrate "commercial volumes" of UNE-P customers to UNE-Loops and will be mechanized for further convenience by year-end. Nevertheless, AT&T has the option of submitting another CR for the development of a second bulk hot cut process.

Possibly, a more fitting avenue for AT&T's request is BellSouth's New Business Request (NBR). If AT&T needs bulk conversions without individual Local Service Requests (LSR), after normal business hours with project management and real-time coordination, as well as personnel available after hours to assist AT&T in resolving Connecting Facility Assignment (CFA) discrepancies and immediate service restoration when necessary, the NBR process will allow BellSouth to develop the necessary procedures and establish the market-based rates for the additional resources this proposal would require. Consistent

AT&T's assertions that the process described will be less costly to BellSouth and, therefore, should result in lower rates for UNE Loops, it will instead add significantly to BellSouth's cost to serve. Those costs, appropriately, will be passed on to AT&T as the recipient of these services.

If we need to further discuss BellSouth's position on AT&T's request, I can be reached at 205 321-4700.

Sincerely,

James M. Schenk

Attachment

Copy to: Greg Terry

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street
Atlanta, Georgia 3030
404 810-8644
FAX 281 664-3648
PAGER 888 858-7243
WIRELESS 404 915-0
deberger@att.com

October 16, 2002

Jim Schenk
BellSouth Telecommunications, Inc.
600 North 19th Street
8th Floor
Birmingham, Alabama 35203

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process

Dear Jim:

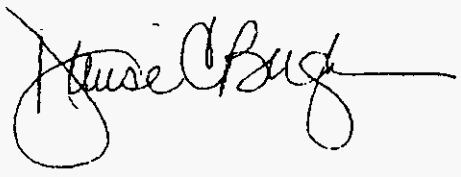
The purpose of this letter is to follow up on my August 30, 2002, letter to you requesting BellSouth's adoption of a new process to convert AT&T's UNE-P customers to UNE-L via a coordinated bulk conversion process. The purpose of this new process is to allow AT&T to move its customers to AT&T's facilities-based local network. This process should be a seamless transition for AT&T customers moving from UNE-P to the UNE loop with ported numbers.

Please accept this letter as a New Business Request (NBR) from AT&T in accordance with Attachment 10 of our Interconnection Agreement. I have attached a proposed project plan, which outlines the support that AT&T needs from BellSouth to make this project a success. AT&T's goals for this project are as follows: maximize the use of AT&T's local facilities by converting UNE-P customers to UNE loops and minimize any disruption during the transition of AT&T's customers from UNE-P to the UNE loop.

As noted in our previous correspondence, it is AT&T's experience that the bulk process significantly lowers the per line migration cost, including the number port. The economies of scale gained through performing bulk should generally cost less than $5 per loop for this project as outlined in the attached project plan proposal.

Please let me know if additional information is needed to proceed with this project.

Sincerely,



cc: Greg Terry

Recycled Paper



Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street N.E.
Atlanta, Georgia 30309
404 810-8844
FAX 281 664-3648
PAGER 888 856 7243 PIN #
WIRELESS 404 915-0796
deberger@att.com

June 9, 2003

Phillip Cook
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00 Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process

Dear Phillip:

The purpose of this letter is to respond to your letter of May 30, 2003, regarding New Business Request (NBR) GA02-M931-00. Your letter stated that BellSouth, pursuant to Section 1.10 of Attachment 10 of the Interconnection Agreement, would consider the NBR cancelled if an acceptance or rejection response was not provided within five (5) days.

In its initial request on August 30, 2002, AT&T indicated that BellSouth's current hot cut methods were "unreliable, uneconomical and incapable of sustaining commercial volumes in a competitive environment" and proposed a new process, designed to address each concern. Unfortunately, BellSouth has failed to adequately address these concerns.

First, AT&T is disappointed that BellSouth did not provide adequate information regarding the impact to customers served by BellSouth's IDLC facilities. Further, AT&T requested a process, which would allow the conversion of up to 500 customers in two (2) central offices per evening. In its letter of November 20, 2002, BellSouth states.

> "BellSouth has determined that AT&T's request is technically feasible with the following caveat:
>
> - The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer."

AT&T is distressed and concerned with this stated inability of BellSouth to sustain reasonable commercial volumes. AT&T finds BellSouth's unwillingness to commit to AT&T's modest request completely unacceptable.

Finally, BellSouth's ridiculous and excessive cost of $134.32 per working telephone number, plus regular ordering charges, as well as other unspecified overtime and technician charges, prohibits commercial use. BellSouth has once again presented AT&T with a Hobson's choice: risk a devastating disruption of a customer's service or pay BellSouth a ransom to mitigate the risk.

Please consider this letter a rejection of BellSouth's preliminary analysis and firm quote.

Sincerely,

cc: Steve Huels
Jim Schenk

Florida Competitive Issues Forum
Tracking Tool

1

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	1	Lack of Triggers During Porting Process		RD	
Originating Company (ies):[6]					
Description[7]					
BellSouth cannot or will not use 10 digit triggers in some of their switches, which means that ported numbers do not automatically disconnect during the porting process. This puts our large Direct Inward Dialing (DID) customers at risk of losing dial tone during number porting.					
Meeting Notes[8]					
Resolution[9]					

2

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	41	Pending Facilities			
Originating Company (ies):[6]					
Description[7]					
There are a high number of pending facilities in Florida when UNE loops or T1s are ordered. This delays the orders for an unpredictable amount of time, and BellSouth cannot generally give a firm date when facilities will be available. In February, from 6.66 to 13.79% of analog UNE loop orders were placed in jeopardy in Florida. The retail analog ranged from .69 % to 1.40%. Digital loops ranged from 10.17% to 51.41%.					
Meeting Notes[8]					
Resolution[9]					

Florida Competitive Issues Forum
Tracking Tool

3

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	157 (2nd part)	Manual Ordering for UNE-P			
Originating Company (ies):[6]					
Description[7]					
"Move" orders for UNE-P customers must be sent manually. AT&T requests an electronic process via LENS and EDI.					
Meeting Notes[8]					
Resolution[9]					

4

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	159	UNE-P classified as resale			
Originating Company (ies):[6]					
Description[7]					
The BST LCSC and CWINS centers refer to UNE-P as "resale" and require ALECs to do the same, which causes confusion both within BST and AT&T. If AT&T calls into a center and asks about UNE-P BST transfers AT&T to the incorrect group which leads to multiple transfers within BST's centers.					
Meeting Notes[8]					
Resolution[9]					

5

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	163	Lack of maintenance support			
Originating Company (ies):[6]					
Description[7]					
AT&T experiences problems when reporting troubles that happen immediately post provisioning. The CWINS maintenance center claims the problem is with provisioning, and the provisioning center won't help because they claim the problem is a maintenance issue.					
Meeting Notes[8]					
Resolution[9]					

6

Issue #	Original Iss # (s) (if applicable)[1]	Title[2]	Impact[3]	Effort[4]	Status[5]
	N/A	Anti-competitive win-back practices of BellSouth			
Originating Company (ies):[6]					
Description[7]					
BellSouth is distributing a flyer to customers which portray CLECs negatively, and which should be stopped as an anti-competitive practice. (See Attached)					
Meeting Notes[8]					
Resolution[9]					

-----Original Message-----

From: Seigler, Bernadette M (Bern), CSLSM
Sent: Friday, May 02, 2003 10:08 AM
To: 'Change.Control@bridge.bellsouth.com'
Cc: Jureidini, Jordana M, CSLSM; 'Cottingham, Valerie'
Subject: UNE to UNE Bulk

BellSouth Change Control,

For the last few months, AT&T and the BellSouth Change Control team have engaged in a Q&A regarding the Manual Interim Process (and Trial) for CR0215, UNE to UNE Bulk Migrations.

In the course of these Q&A discussions, it has become evident that the way in which the CR was implemented leaves AT&T customers with a higher risk of losing service than the individual LSR process currently in place For example, BellSouth's bulk migration process eliminates time specific hot cuts. Not only does this put AT&T's customers at greater risk, it clearly was not sought nor contemplated in CR0215. Further, BellSouth has made clear that it will not perform bulk migrations after hours, although this too is beyond the scope for CR0215 and also is contrary to Section 3.7.2. of the AT&T/BellSouth interconnection agreement

In the 30 months since the CR was submitted, AT&T continues to believe that it is critical that the end user customer experience with the migrations include minimized risk and outage duration. Since the current manual or electronic UNE to UNE Bulk Migration Process still includes outage risks to end users, AT&T is not in a position to participate in either process at this time.

AT&T requests that BellSouth develop plans immediately to enhance the UNE to UNE Bulk Migration Proces. to reduce the risk potential for customer outages in a 2003 release.

Thank you,

Bernadette Seigler
AVP
AT&T Local Services & Access Management
So. Region OSS Interconnection
V: 404-810-8956
Fax: 404-810-8605 or 281-664-3731
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

REQUEST: BellSouth Seventh Set of Interrogatories

DATED: January 21, 2004

Interrogatory 252: State all facts and identify all documents that support the contention on page 16 of Mark Van de Water's Rebuttal Testimony that "AT&T has attempted to obtain a suitable bulk process from BellSouth to address customer service and cost issues, even with the availability of unbundled switching."

Response:

- See pages 20 through 23 of Mr. Van de Water's direct testimony as well as Exhibits MDV-5 and MDV-7.
- See pages 7 and 8 of Mr. Van de Water's surrebuttal testimony and Exhibit MDV-SR1.
- Mr. Pate acknowledges that AT&T submitted a change request for a bulk process (See pages 3 through 6 of Mr. Pate's direct testimony).
- BellSouth did not rebut AT&T's testimony that it had submitted a second request for a bulk process via BellSouth's New Business Request (NBR) process.
- See attached for additional documents.

AT&T's Response to BellSouth's 7th Set of Interrogatories
Attachment to Interrogatory 252

To: Berger, Denise C, CSLSM
Subject: RE. RE: NBR GA02-M931-00

-----Original Message-----
From: Berger, Denise C, CSLSM
Sent: Tuesday, May 06, 2003 3:38 PM
To: 'MacKenzie, Laurel L'
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Laurel,

Thanks for the letter, but I'm confused. The subject line of my e-mail clearly referenced AT&T's New Business Request and these questions were relative to that. However, in reading your letter, the last paragraph implies that you are answering in reference to BellSouth's bulk migration process available to all CLECs. If this is true, then I'd like to understand how the answers may change when cast under the umbrella of the NBR.

Finally, the IDLC penetration numbers you provided seemed low to me. Does this include all customers whose loops would require dispatch? Perhaps I was too prescriptive in limiting the question to "IDLC." Please advise.

Please let me know whether you can provide these answers by next Tuesday, May 13, 2003. If you cannot provide the answers by that time, then will you please advise when I can expect the answers.

Sincerely,

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

-----Original Message-----
From: MacKenzie, Laurel L [mailto:Laurel.MacKenzie@BellSouth.com]
Sent: Tuesday, May 06, 2003 11:40 AM
To: Berger, Denise C, CSLSM; MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Denise:

Please see the attached letter.

Thanks,
Laurel MacKenzie

-----Original Message-----
From: Berger, Denise C, CSLSM
To: MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G

Sent: 5/5/2003 1:00 PM
Subject: RE: RE: NBR GA02-M931-00

Laurel,

I did not receive the promised response last week at all. Did it go out? If not, please provide me today a date certain that I can expect the response.

Sincerely,

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

-----Original Message-----
From: MacKenzie, Laurel L [mailto:Laurel.MacKenzie@BELLSOUTH.COM]
Sent: Thursday, April 24, 2003 4:53 PM
To: Berger, Denise C, CSLSM; MacKenzie, Laurel L
Cc: Schenk, James M; Kunze, Scott G
Subject: RE: RE: NBR GA02-M931-00

Denise:

My response letter is in the ERT process and should be available to send out
to you the first of next week. If you should have any questions please give
me a call at 404-927-7575.

Sincerely,

Laurel MacKenzie
BellSouth Interconnection Services
Professional Services - Senior Manager

-----Original Message-----
From: Berger, Denise C, CSLSM [mailto:deberger@att.com]
Sent: Tuesday, April 22, 2003 10:17 AM
To: MacKenzie BST-Laurel (E-mail)
Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
Subject: RE: RE: NBR GA02-M931-00

April 22, 2003

Laurel McKenzie
BellSouth Interconnection Services

Laurel:

On March 6, 2003, I sent you the attached message with additional questions
concerning AT&T's NBR GA02-M931-00. It's now been over six (6) weeks and
I've not received a reply. Would you please advise when I can expect that
response? If you've sent the response, please send it again, as I've not
received it.

Please provide a response, or advise when I can expect a response, by

close
of business Wednesday, April 23, 2003.

Sincerely,

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

> -----Original Message-----
> From: Berger, Denise C, CSLSM
> Sent: Thursday, March 06, 2003 11:18 AM
> To: MacKenzie BST-Laurel (E-mail)
> Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
> Subject: RE: NBR GA02-M931-00
>
> March 6, 2003
>
> L. MacKenzie
> BellSouth Interconnection Services
>
> Laurel:
>
> The purpose of this note is to ask a few more questions about BellSouth's handling of UNE-P customers on IDLC facilities prior to conversion to UNE loop.
>
> 1. Will BellSouth support the transition of IDLC UNE-P customers to UNE loop as a part of this proposed migration? If not, what is a viable alternative?
> 2. Will BellSouth identify the IDLC customers as a part of their project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?
> 3. Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?
> 4. AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?
> 5. What percentage of end-user customers by state in BellSouth's territory are on IDLC?
>
> Thank you for your help. AT&T wants to insure the smoothest possible transition for our customers.
>
>

> Denise C. Berger
> Operations Assistant Vice President
> AT&T Local Services
> Telephone: 404/810-8644
> Facsimile: 281/664-3648
> E-Mail: deberger@att.com
>
>

*****
"The information transmitted is intended only for the person or entity to
which it is addressed and may contain confidential, proprietary, and/or
privileged material. Any review, retransmission, dissemination or other use
of, or taking of any action in reliance upon, this information by persons or
entities other than the intended recipient is prohibited. If you received
this in error, please contact the sender and delete the material from all
computers."

*****
"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers."

From:	Seigler,Bernadette M (Bern) - NKLAM
Sent:	Sunday, August 31, 2003 6 34 AM
To:	Change Control [Change.Control@bellsouth.com]
Cc:	Jureidini,Jordana M - NKLAM; Janet.Fields@bellsouth.com; Cottingham, Valerie
Subject:	RE. AT&T's Response to BellSouth's Response to AT&T's concerns re. UNE to UNE Bulk Migrations

email sent August 31, 2003 at 6:30 AM ET

Change Management Team:

I'm distressed by your response and lack of appreciation for AT&T's goal of proactively working with BellSouth in the development and implementing a UNE-L bulk ordering process. AT&T has continued to work with BellSouth in the development of this process only to be disappointed in BellSouth's lack of regard for end user experience. BellSouth's latest response back in May to AT&T is not acceptable as it only continues to impair the CLECs ability to have a bulk ordering process with safeguards for the end customer experience.

BellSouth's proposed UNE Bulk process is substantially inferior to the current Coordinated Hot Cut Process for single conversions, which is utilized by AT&T under the terms and conditions of the current ICA. In fact, in spite of the development of a detailed individual hot cut process, designed to meet customer expectations and minimize customer disruptions, BellSouth's proposed UNE-Bulk process does not even address those minimum concerns. For example, the bulk process eliminates time specific cuts and involuntarily increases the risk of the customer being placed out of service because the CLEC cannot plan or anticipate when the conversion will take place. BellSouth has additionally stated that conversions will not take place Out of Hours. CLECs are again placed at an additional disadvantage because most customers are unwilling to be taken out of service without some way of predicting when it will take place.

AT&T believes, and continues to stress, that the conversion process should be designed to remove as much risk to the end-user as possible. Out of Hours conversions would make the transition of service most transparent to the end user and are also critical to those businesses are not willing to have service disrupted during BellSouth's defined normal business hours.

AT&T has discussed this with BellSouth previously, as it has always been AT&T's desire that the bulk conversion process eliminate many of today's problems with customer outages and impairments. AT&T's position has not changed since our initial letter in August 2002. In fact, AT&T issued follow up correspondence in October, 2002, requesting a New Business Request (NBR) to address ALL issues, which BellSouth has continually refused to address in its own proposed UNE-L Bulk Ordering Process.

AT&T believes that it would be most productive to defer additional discussion until the ramifications of the FCC order are clear, which will hopefully give more specific direction around the contents of such a UNE Bulk conversion process.

Sincerely,

Assistant Vice President
AT&T Local Services & Access Management
Southeast Region Local Supplier Management & OSS Interconnection
V: 404-810-8956
Fax: 281-664-3731 or 404-810-8605
Pager: 888-858-7243 Pin: 125159
Email: bseigler@att.com

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, May 09, 2003 4:44 PM
To: Seigler, Bernadette M (Bern), CSLSM
Subject: BellSouth Response to AT&T's concerns re: UNE to UNE Bulk Migrations

<< File: BellSouth >> << File: U2U DOC >>

From: Jureidini, Jordana M, CSLSM on behalf of Jureidini,Jordana M - CSLSM
Sent: Monday, March 24, 2003 4:51 PM
To: Colbert,Anthony J - CSLSM; Berger,Denise C - CSLSM; Bradbury,Jay M - LGCRP; Norris,Sharon - LGCRP; Waldbaum,Deborah S (Debbi) - LGBIZ
Cc: Seigler,Bernadette M (Bern) - CSLSM
Subject: FW: UNE to UNE Bulk Migration Trial

-----Original Message-----
From: Change.Control@bridge.bellsouth.com [mailto:Change.Control@bridge.bellsouth.com]
Sent: Thursday, March 20, 2003 5:46 PM
To: Jureidini, Jordana M, CSLSM
Subject: RE: UNE to UNE Bulk Migration Trial


RE_


ATTUNE~1.XLS

Jordana,

Attached are the responses to the list of questions regarding UNE to UNE Bulk Migration.

The latest questions submitted with responses are in blue and are shaded in gray

Please let me know if you would like to schedule a conference call to discuss.

Thanks for your patience.

Brenda Files
Change Management Team
205 714 0729

=->Steve/CMT,
=->
=->Attached is the next round of questions. There is one issue that we question th
=->roughout the list: the number of questions that are marked as "Under Review" P
=->lease assist us in getting these finalized.
->
->Rather than continuing to send this spreadsheet back and forth, we would like to
=-> propose a conference call in a couple of weeks, shortly after you return

the an
=->swers to this list of questions. Please let me know how soon we can
schedule th
=->is call.
=->
=-> <<U2U Bulk responses 2-19-03.XLS>>
=->
=->Thank you,
=->
=->Jordana
=->
=->Jordana Jureidini
=->AT&T LSAM
=->Southern Region OSS Interconnection
=->303-422-2815 (Office)
=->281-664-3799 (Fax)
=->888-858-7243, PIN 141019 (Pager)
=->jureidini@att.com (Email)
=->
=> ----Original Message----
=> From: Change Control@bridge bellsouth.com
[mailto:Change.Control@bridge.bellso
=->uth.com]
=-> Sent Friday, January 17, 2003 3.07 PM
=-> To: Jureidini, Jordana M
=-> Subject: RE: UNE to UNE Bulk Migration Trial
=->
=-> << File: RE_ >> << File: AT&T XLS >>
=-> Jordana,
=->
=-> Attached is the most recent updated answers to your questions. There
=-> may be some that are still under review. If so, they will be marked as
=-> such
=->
=-> Please let me know if you have any questions.
=->
=-> Thanks,
=->
=-> Steve Hancock
=-> Change Management Team
=->
=->

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
1	14-Nov	What kind of testing will BellSouth perform at the time of conversion?	11/15/2002; 11/19/2002	21-Nov	**BellSouth will perform testing to insure that the loop facility meets the technical specifications detailed in the TR73600 for the UNE Loop type requested. Some of these tests could include resistance, continuity, loading testing depending on the UNE Loop type requested.**	Yes.	
1a also A	3-Dec	HOW and WHEN will the CLEC be notified that the end-user loop is being changed?		13-Dec	**If it becomes necessary, the existing facility that serves the UNE-P will be changed during the provisioning process. This facility change takes place after the service order has been issued into the system. If a compatible facility is found and the loop is provisioned over a new facility, it will be transparent to the CLEC. In other words, the CLEC will not be notified if the loop can be placed on an alternate compatible facility. The expected outage would be approximately the same as the answer provided to Question 3 in the first set of questions from AT&T. The targeted outage duration is an average of 15 minutes.**	Under Review	AT&T needs further clarification. See below.
2	Feb 17	Does BellSouth guarantee the [illegible] finalized?			BellSouth cannot price. Under Review in the next column.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
1b	3-Dec	What will the expected outage duration be for these orders?		17-Jan	See answer to Question 3		
1c	18-Dec	Please provide more detailed criteria that BellSouth will be using, what specifically will determine BellSouth's need to change the End-User's facility		17-Jan	See answer to Question 2		AT&T needs further clarification
1d	18-Dec	What conditions of an End-User service would constitute a facility change for existing UNE-P and developers migrating to UNE-P? Please elaborate on the reasons for the conditions					

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
2	14-Nov	What are the conditions for changing the loop that the customer is on?	11/15/2002; 11/19/2002	21-Nov	**BellSouth will always attempt to re-use the existing UNE-P facility to provision the UNE Loop. However, due to the technical specifications for UNE Loops in the TR73600, it may be necessary for BellSouth to change the facility that served the UNE-P to a facility that is compatible to the UNE Loop requested. If a compatible facility cannot be found, the order for this specific loop must be cancelled and will not be included as part of the bulk migration process.**		
3	14-Nov	What is the anticipated duration for loss of dial tone?	11/15/2002; 11/19/2002	21-Nov	**The "targeted" outage duration is an average of 15 minutes per loop .**		
4	14-Nov	What measures will BellSouth have in place if there is a problem with the migration?	11/15/2002; 11/19/2002	21-Nov	**If there is a problem with the bulk migration ordering process, the assigned project manager will be the point of contact. The project manager will also monitor the progress of the order and contact CWINS if there is a problem.** **If during the loop provisioning process there is a problem, it will be handled business as usual – the BellSouth CWINS Center is the point of contact for provisioning and maintenance.**	Yes.	

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
4a also B	3-Dec	AT&T would like have a SPOC during the trial, rather than going through the CWINS center Is this possible?		13-Dec	**The Project Manager is the single point of contact for the bulk migration process. Presently, PM responsibility usually occurs in phases: including planning, initiation, execution and completion. As with any other project, any problems or situations that would restrict successful completion of project, questions concerning status, and any changes in the project should be referred and handled by PM. I don't expect this to change. However, with any other loop project, after orders are issued, assigned and/or designed, CWINS generally handles any issues (physical provisioning) that arise on a one on one basis. If there are issues/ problems of commonality, PM is notified and expected to resolve. In place procedures will continue to apply with regards to maintenance and conversion activity outages.**	Under Review	AT&T needs further clarification. See row below at 4b
	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth can not place "Under Review" in the next column		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
4b	19-Feb	In AT&T's UNE-L experiences, our end users have experienced out of service conditions due to a lack of cut coordination. AT&T believes that having a POC in the CWINS Center who is familiar with the bulk conversions versus individual agents who may be new to their part of the other BST systems would help in reducing the customer impact during the conversions. In the event of a customer outage beyond the expected outage, it is AT&T's expectation that BellSouth cooperatively work with AT&T to restore customer service on an expedited basis. It is not AT&T's expectation to start the provisioning process over in order to get the customer's service restored.			When cutting over from UNE-P, which is a BellSouth switched based service to a UNE-L which must be connected to the CLEC's switch via collocation, it is to be expected that some dial tone interruption will occur. If coordinated cuts is desired then AT&T must either order the UVL-SL2 Loop (which includes Order Coordination) or request Order Coordination as a chargeable option on the UVL-SL1 or UCL-ND Loops. The Bulk Migration process allows for a Project Manager to be the single point of contact to manage and monitor the bulk request according to the tasks listed in the response to 11b. However, during the provisioning process standard procedures are in place and are used in the CWINS Center to perform all cuts. In any instance that would go beyond the standard procedures AT&T may use the New Business Request process to initiate a Project Management Service.		
5	14-Nov	Will the CLEC be provided with a time or timeframe for the migration?	11/15/2002; 11/19/2002	21-Nov	**Yes. Due dates will be provided in two ways: Project Manager will provide due dates on Project Notification form which will be returned to the CLEC CLEC will provide on the Focus.**	Yes.	
5a also C	3-Dec	We were asking for a time-frame for the migration, i.e. 10-noon, 5-7 pm, etc. Will BellSouth provide the CLEC with this information prior to the cut?		13-Dec	**No specific timeframe (other than the day) will be provided in advance since OC-TS is not available for this process.**	Under Review	AT&T requests further clarification. See follow below and

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next column.		
5b	19-Feb	It is AT&T policy that business customers must have advance notice of downtimes for their scheduled or unscheduled activity accordingly. Therefore, AT&T requires a time specific window in which the customer will experience an outage due to migration activity. How will BellSouth assist AT&T in meeting this requirement?			Standard procedures for bulk migration include Order coordination (OC) on UVL-SL2 and a chargeable OC option on UVL-SL1 & UCL-ND. OC includes a pre-due date confirmation call 24-48 hours in advance of the cut. A specific cutover time cannot be given in the standard Bulk Migration process since the Time Specific option is not available. If anything is desired beyond the standard process, the New Business Request process may be used to request Project Management.		
6 also D	3-Dec	Can we "R-PON" EATNs at the same address, so that each customer will have only one migration window?		13-Dec	**The provider will need to indicate their requested due date or migration window on the Project Manager form (indicating same requested date if that is what is desired). RPON is not appropriate because all associated PONs for the BULK request will be indicated within the same Bulk package. RPONs are used when sending separate individual LSRs that need to be associated together.**	Under Review	
	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth did not place "Under Review" in the next column.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
6a	19-Feb	Will attempts be made by the project manager to group like orders together in R-PON's not appropriate, please provide us with the correct terminology that should be used to relate orders that should be run concurrently.			CLEC may assign the same Desired Due Date to the EATNs on the Project Notification form that the CLEC desires to be cutover on the same day. The BellSouth Project Manager will attempt, where possible, to negotiate the desired due dates requested.		
7 also E	3-Dec	Can we "R-PON" orders that do not meet R-PON criteria, i.e. same address and different building number, or same customer with multiple addresses (potentially across town, but same wire center)?		13-Dec	**The provider will need to indicate their requested due date or migration window on the Project Manager form (indicating same requested date if that is what is desired). RPON is not appropriate because all associated PONs for the BULK request will be indicated within the same Bulk package. RPONs are used when sending separate individual LSRs that need to be associated together.**	Under Review	AT&T needs further clarification. See below.
	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth will indicate "Under Review" in the next column.		
8 also	3-Dec	What are the charges associated with this process, both during the trial and after the trial?		13-Dec	**All non-recurring and recurring rates and appropriate service order charges according to the CLEC's Interconnection Agreement will apply during the trial and after the trial.**	Under Review	AT&T needs further clarification. See below.
	19-Feb	What does "Under Review" mean? On what date will this response be finalized?			BellSouth will indicate "Under Review" in the next column.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
		Is BellSouth going to charge additional charges as listed in these answers?			There are no additional charges to those specified in the answers to question 8 when using the standard Bulk Migration process as outlined in the UNE-P to UNE-L Bulk Migration Hot Cut Manual Process CLEC Information Package and associated addendums.		
9	18-Dec	AT&T will need access to BellSouth's loop make-up information.		17-Jan	**If LMU is included in AT&T's Interconnection Agreement, then AT&T may access LMU.**		
10	18-Dec	Given the extended standard intervals for these orders, AT&T would request the following: cuts should be scheduled after regular business hours and appropriate technician scheduling should eliminate the need for overtime pay		17-Jan	**The Bulk Migration Process does not include cut overs outside of regular business hours.**	Yes	AT&T agrees to the clarification. See 10a.
10a	19-Feb	AT&T again requests that cuts should be scheduled after regular business hours and appropriate technician scheduling should eliminate the need for overtime pay. BellSouth's unwillingness to meet our end customers needs for flexibility will make this process unbearable for the CLEC community. Please advise this issue.			See response to question 10. If anything is desired beyond the standard Bulk Migration process, AT&T and BellSouth New Business Rep to process to request Professional Services.		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
11	18-Dec	Migration/cut scheduling should be a project-managed, negotiated function between AT&T and BellSouth, to ensure that all EATNs that should be cut together are.		17-Jan	**Bulk Migration is a project managed process. The BellSouth Project Manager will coordinate with the BellSouth field forces to schedule due dates based on the number of circuits to be migrated and work loads. Once that is completed, the CLEC may use the existing SUP process to negotiate changes in due dates when possible.**	Yes	AT&T needs further clarification. See 11a, 11b and 11c
11a	19-Feb	AT&T does not consider this to be a reasonable request and would like BellSouth to reconsider. It is a coordinated process, unlike the dictated process BellSouth is proposing, would minimize the impact to the end users. AT&T needs BellSouth's cooperation and support to secure pre-cut per customer.			See response to question 6a		
11b	19-Feb	Please describe all tasks performed by the project manager in this process.			Reviews Project Notification prior to receipt of interfaces with Network field forces to establish due dates; interfaces with CLEC to coordinate project plans and to serve as point of contact; GatoWay – acts as single point of contact for provisioning issues and LSR/ASR orders are processed and uploaded per product requirements; ensures all activities when project is complete		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	No additional charges for standard Bell Migration process [illegible]	[illegible]	[illegible]
12	18-Dec	Will AT&T and BellSouth be able to perform MLT testing prior to the migration/cut?		17-Jan	**UNE-P service would be the working service prior to the migration/cut to a UNE-Loop. Therefore, MLT testing prior to the migration/cut could be performed on the UNE-P service. Since there is not a need, BellSouth will not perform MLT testing on a working UNE-P service. However, should AT&T desire MLT testing on the UNE-P service, AT&T would have to perform the testing. AT&T can request MLT testing through its existing Electronic Communication Trouble Administration (ECTA) interface.**	Yes	AT&T needs further clarification. [illegible]

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
12a	18-Feb	As an [illegible] what point will BellSouth provide pre cut loop information to AT&T. Current loop information includes dial tone and NXX restrictions, frame due time, due date, number of lines and cable and pair assignment. This information is currently provided [illegible] cut.			**Standard procedures for the loop type and/or level of coordination ordered will be followed. On designed loops and non designed loops ordered with Order Coordination a pre Due Date call will be made to verify order information and ensure the CLEC will be ready for the conversion on the Due Date.**		
13	18-Dec	What will be the measurements for success of this trial? What are the next steps if it is successful? What are the next steps if the trial fails?		17-Jan	**The Bulk Migration trial is an interim short term solution until the electronic process is available. No measurements will be established for this interim manual process. The next step is to offer the manual process to other CLECs.**	Yes	AT&T needs further clarification. See Idea 2
13a	19-Feb	AT&T's measure of success would be zero customer loss of service. How will BellSouth measure success			The above measurements shall apply to Unbundled Loop provisioning and maintenance today apply to the Unbundled Loops ordered on a Bulk Migration Request		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
14	18-Dec	If BellSouth will only migrate existing non-complex Port/Loop Combination services to Loop w/LNP, is there any prescreen test capability to allow AT&T to determine whether the customer is on IDLC? If not, then we may run into a situation where we have an eight line account not eligible due to one line riding on an IDLC. This information would need to be available early in the process.		17-Jan	**If LMU is available in the AT&T's Interconnection Agreement, it may be used to check the parameters of the loop including IDLC.**		
15	18-Dec	Is there any maximum on the number of collos that we can do migrations/cuts in an area daily/nightly?		17-Jan	**There is no absolute maximum or minimum number of collocations that can be cut. Cut-overs will be scheduled according to the due dates established by the BellSouth Project Manager and the due dates are based on number of circuits and work load of the field forces.**	Yes	AT&T needs further clarification. See 15a
15a	19-Feb	Which work groups will the circuits be scheduled around? Area, Service, Wire Center, Collocation, individual technicians or some other criteria?			Scheduled due dates will be determined by anticipated workloads of the Network field forces, which could include all those mentioned in question 15a.		
16	18-Dec	Based on our conference call, it is my understanding that the entire package of orders be scrubbed and verified prior to clarifying the Bulk order. Please confirm.		17-Jan	**Yes that is the process, a BULK Reject will be sent back on all associated Pons in the Bulk package**		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
17	18-Dec	Based on our conference call, it is my understanding that BellSouth will manually convert the spreadsheet sent by AT&T into individual PONs that will be FOC'd and can be supped. Please confirm.		17-Jan	**Yes, that is the process**		
17a	18-Dec	How will FOCs be received?		17-Jan	**FOCs will be sent back on each individual PON associated with the BULK Package via Order Tracker/LON to the CLEC**		
18	18-Dec	How will AT&T be able to check status on individual EATNs?		17-Jan	**Status can be checked through contacting the Project Manager and/or Fleming Island LCSC**		
19	18-Dec	Can an individual order in the bulk package be cancelled/supped, or will the whole bulk order need to be cancelled/supped?		17-Jan	**Upon alerting the Project Manager to obtain agreement, individual orders in the BULK package can be cancelled or supped**	Yes	AT&T needs further clarification. See 19a
19a	19-Feb	Cancellations and SUPs will occur at AT&T and EU customer discretion. In this case, does obtain agreement equate to notification to the PM or prior to the issuance of the cancellation/ SUP?			Yes		
20	18-Dec	If BellSouth has a busy pair or a NDT situation at Pre-wire, is the entire account impacted, or will it impact only the affected line?		17-Jan	**Clarify what is meant by "BellSouth has a busy pair or a NDT at Pre-wire".**	Yes	Please see clarification 20a

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
20	[illegible]	[illegible] when ordering UNE-P AT&T utilizes the BellSouth database (EMA) to pull [illegible] availability. If the BellSouth field [illegible] with the [illegible] will AT&T be able to [illegible] affected and to what extent will [illegible] be impacted?		[illegible]	Need clarification – give us an example of this problem		
20a	18-Dec	In these instances, will BellSouth allow the CLEC to Sup the account with a different pair?		17-Jan	**Dependent on 20**	Yes	
20b	18-Dec	For NDTs, could AT&T pair change the order or have BellSouth commit to a Vendor meet?		17-Jan	**Dependent on 20**	Yes	

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
21	18-Dec	AT&T's current agreement with another ILEC allows AT&T to send a third party vendor out prior to the ILEC performing a dial tone check. The vendor verifies dial tone from the AT&T POTS bay If, during the dial tone check, the ILEC finds no dial tone, they agree to have a vendor meet either that day or the next day. If, during that vendor meet, the two parties determine that AT&T does have dial tone and a problem exists on the ILEC end, the ILEC will allow AT&T to do a pair change. AT&T would like the same agreement with BellSouth.		17-Jan	**BellSouth does not participate in vendor meets in the Central Office. Furthermore, the POT Bay issues are not specific to the Bulk Migration process and are being addressed in another forum that would have broad implications for all loop types.**		
22	18-Dec	When will BellSouth perform a dial tone check? AT&T requests a dial tone check be performed at due date minus two days.		17-Jan	**BellSouth will perform a Dial tone check on the due date.**	Yes	AT&T needs further clarification See 22a
22a	19-Jan	The current UNE-P negotiated process requires that BellSouth give dial tone status 24-48 hours prior to the due date. Why will BellSouth deviate from a process that is in place and working?			[illegible]		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
23	18-Dec	What notification will AT&T receive from Bell South when a conversion is complete? AT&T requests an open bridge during conversion and an electronic notification per 20 lines converted.		17-Jan	**For each non-coordinated UVL-SL1 loop and each non-coordinated UCL-ND loop, a "go ahead" message will be faxed. For each UVL-SL2 Loop migration, the CWINS Center will contact AT&T. AT&T can also check the status of orders on CSOTS. Additionally, the BellSouth Project Manager will notify AT&T when the entire Bulk Request is completed.**	Yes	AT&T needs further clarification See 23a
23a	19-Feb	Customer Service is impaired until service is accepted. AT&T needs the ability to accept orders with conditions on individual orders as they occur to minimize customer impact. AT&T would request that BellSouth immediately call the open bridge to report completed cuts so again minimize the individual end user customer impact.			See answer regarding Order Coordination question 4b. Will all CLEC contact provided on the Service Order for UVL-SL2 Loop (Automatically Coordinated cuts) and on Order Coordinated UVL-SL1 and UCL-ND		
24	19-Feb	Since electronic order confirmations are available, will AT&T be billed as if these Orders were sent electronically?			Yes		

	Date Sent	AT&T Question	BellSouth Acknowledgement	Response Date	BST Response	Requires further clarification?	
25	19-Feb	Rates of 16 UNE-P to UNE-P/UNE-L Migration Interim Manual Process CLEC Information Package Version 1 provide standard response intervals. It is my understanding that the response referenced is the FOC or clarification. Please confirm.			These targeted intervals are not for FOC or clarification. These intervals are the targeted intervals in which the CLEC will receive a response from the BellSouth Project Manager regarding the due dates on the Project. Notification FOCs and/or clarifications will be transmitted to the CLEC once the orders have been submitted to the Service Order System.		
26	19-Feb	What condition will prevent the UNE-P/UNE-L conversion from being included in the migration process?			Refer to the Interim Manual Business Rules for business rules regarding conversions from UNE-P to UNE-P/UNE-L. Migration Interim Manual Process CLEC Information Package is located on the BellSouth Interconnection Services Web Site.		

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Phillip E. Cook
(404) 927-4689
Fax: (404) 927-8577

November 20, 2002

Ms. Denise Berger
Operations Assistant Vice President
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309

RE: UNE-P to UNE-L Coordinated Bulk Conversion Process (GA02-M931-00)

Dear Ms. Berger:

I am writing in response to your October 18, 2002, New Business Request (NBR) for Bulk Conversion of Unbundled Network Element Platform (UNE-P) end-users to an Unbundled Network Element Loop (UNE-L) with Local Number Portability (LNP).

As I believe you are aware, AT&T submitted Change Request 0215 dated November 7, 2002 also requesting that BellSouth develop a mechanized means to accomplish bulk conversions of UNE-P to UNE-L. This was developed through the Change Control Process (CCP) and was slated for Release 11.0. Through the CCP, the CLEC community recently was apprised of the need to defer implementation of this capability and agreed to do so until Release 12.0.

To address near term conversion demand, BellSouth will offer in two phases bulk conversions pursuant to the specifications documented through CCP for Release 11.0. Phase one is an interim manual process that will be in place by January 1, 2003. It will allow processing of bulk conversion orders via a spreadsheet. Details of the interim process have been shared through CCP information distribution.

Phase Two will utilize the existing Electronic Data Interchange (EDI), Telecommunications Access Gateway (TAG), and Local Exchange Navigation System (LENS) electronic interfaces for order entry. The bulk conversion capability is scheduled for Release 12.0 of EDI, TAG and LENS with an estimated availability date of April 1, 2003. Details of the Release will be available through CCP information distribution.

BellSouth has completed its preliminary analysis regarding your recent NBR for an increased number of customers per cut, multiple central offices, after hours implementation and dedicated personnel. BellSouth has determined that AT&T's request is technically feasible with the following caveat:

- The quantity of physical facilities and telephone numbers cut per evening will vary based on the load at the time the request is submitted, and will be driven by the actual number of lines per customer.

The conversion process with dedicated personnel and after hours cuts will be handled as Professional Services. The cost for these services is detailed in Attachment A.

Scott Kunze will be your Professional Services point of contact. Scott can be reached at 205-977-2438 or Scott.Kunze@bridge.bellsouth.com. Thank you for choosing BellSouth Interconnection Services as AT&T's service provider.

Sincerely,

Phillip Cook
BellSouth Interconnection Services

cc: Jim Schenk

Attachment

Attachment A

Item	Price
Project Management of After Hours UNE-P to UNE- L conversion	$134.32 per Working Telephone Number
After Hours Service Tech, Service Rep	Per Interconnection Agreement and applicable tariff

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
34H71 BellSouth Center
Atlanta, GA 30375

FIRST CLASS

AT&T
1200 Peachtree St., NE
Atlanta, GA 30309
ATTN: Ms. Denise Berge

30309+3304 26

Berger, Denise C, CSLSM

From:	Berger, Denise C, NCAM
ent:	Friday, December 06, 2002 3:20 PM
o:	'Scott.Kunze@bridge.bellsouth.com'
Cc:	BST-Jim Schenk (E-mail)
Subject:	GA02-M931-00

Scott,

I understand that you are my contact on the above referenced NBR.

Please answer a couple of questions for me.

1. Was the initial cost estimate based on the use of SL1 loops or SL2 loops? If this response is conditional, please provide detail on the conditions relevant to the decision tree.
2. Please break-down the component costs included in the $134.32 per Working Telephone Number Project Management charge.
3. Please provide an estimate of the total service tech hours projected to be the average for this project.

Thanks for your help and let me know if you have questions.

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
lephone: 404/810-8644
acsimile: 281/664-3648
E-Mail: deberger@att.com

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
Ofc: (404) 927-7575
Fax: (404) 927-4985

December 20, 2002

Ms. Denise Berger
AT&T Local Services
Operations Assistant Vice Present
Room 12256
1200 Peachtree Street N.E.
Atlanta, Georgia 30309

Dear Ms. Berger:

This is in response to your e-mail of December 6, 2002 to Scott Kunze, regarding BellSouth's November 20, 2002 response to AT&T's New Business Request (NBR) GA02-M931-00. Mr. Kunze has requested that I respond to your e-mail. Please refer to the following for your questions and a BellSouth response:

AT&T Question #1: Was the initial cost estimate based on the use of SL1 loops or SL2 loops? If this response is conditional, please provide detail on the conditions relevant to the decision tree.

BellSouth Response: The initial cost was not based on either SL1 or SL2 loops. AT&T did not request costs involving SL1 or SL2 loops. The $134.32 charge per working telephone number was determined by the AT&T NBR that was submitted by you on October 16, 2002, for an Unbundled Network Element-Platform (UNE-P) to UNE-Loop (UNE-L) Coordinated Bulk Conversion Process. In the AT&T NBR, the following was requested:

- 100-500 customers per evening
- Up to two local serving offices
- Dedicated Personnel – Including but not limited to Project Management, Service Representative, Service Technician, Customer Wholesale Interconnection Network Services (CWINS) Manager
- Dedicated Single Point of Contact (SPOC) – Primary and Secondary
- Pre-cut coordination of Purchase Order Number (PON), Service Order Request (SOR) and Firm Order Confirmation (FOC) via spreadsheet
- Pre-cut coordination conference calls

- Specific tracking of orders
- Conduct meetings with work center personnel
- Specific final pre-cut conference calls
- An open conference bridge for all cuts
- Specific pre-cut testing

AT&T Question #2: Please breakdown the component costs included in the $134.32 per Working Telephone Number Project Management charge.

BellSouth Response: As pointed out above, AT&T is requesting a dedicated team to manually handle the bulk conversions. With CLEC input, BellSouth designed a fully mechanized process for bulk conversions. The process was designed to be handled during normal business hours and a project manager would only assign due dates and a project ID. In working with the CWINS and Project Management staff to respond to AT&T's NBR, BellSouth determined that the following actions and time would be required to manually coordinate the conversion after normal hours for each working telephone to meet AT&T's request:

CWINS time would be 11.5 minutes per each working telephone number for the following functions:

- Interface with Project Manager and Network personnel
- Review and verification of spreadsheet entries
- Scheduling of center personnel for after hours cuts
- Monitoring of internal conference bridge during cuts

Project Management time would be 34.5 minutes per each working telephone number for the following functions:

- Review accuracy and completeness of spreadsheet entries
- Verifying telephone numbers to ensure that they are in the same wire centers
- Verifying that the Uniform Service Order Codes (USOC) are valid for the projects on all orders
- Verifying NXX information on Web
- Contacting AT&T to resolve any discrepancies identified on the initial spreadsheet
- Schedule and complete conference calls with Network counterparts
- Checking orders to ensure they are in PD status
- Verifying orders in Work Force Administration (WFA) to ensure RID is met
- Checking WFA to verify that a CWINS technician has been assigned and turn-up is complete
- Verify that all orders have been completed in BellSouth Online Customer Record Information System (BOCRIS)

AT&T Question #3: Please provide an estimate of the total service tech hours projected to be the average for this project.

BellSouth Response: The total service technician hour projected for this project would be determined by the number of lines to be converted and any road blocks that may occur.

If you have further questions regarding the NBR pricing, please feel free to e-mail me at laurel.mackenzie@bellsouth.com or call me at 404-927-7575.

Sincerely,

Laurel MacKenzie
Senior Manager - Professional Services
ICS Marketing

cc: Scott Kunze
Jim Schenk

Denise C. Berger
Operations AVP
Local Supplier Management

Room 12256
1200 Peachtree Street NE
Atlanta, Georgia 30309
404 810-8644
FAX 281 664-3648
PAGER 888 858-7243 PIN 123468
WIRELESS 404 915-0796
deberger@att.com

January 9, 2003

Laurel MacKenzie
Senior Manager – Professional Services
BellSouth Interconnection Services
675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

RE: NBR GA02-M931-00

Dear Laurel:

This letter is in response to your letter dated December 20, 2002, regarding AT&T's New Business Request (NBR) GA02-M931-00. This NBR is for the project-managed transition of AT&T's UNE-P customers to UNE loop.

Thanks you for your response, but I have some additional questions. These questions primarily deal with the breakdown of costs for this transition of service. My goal is to have a firm understanding of the total costs for this project, e.g., exactly what it will cost AT&T to transition each customer from UNE-P to UNE-L.

1. Your response to my first question states that the cost was not based on either type of local loop offered by BellSouth. Does this mean that the $134.32 per working telephone number charge does not cover the entire charge to transition that telephone number from UNE-P to UNE loop service?
2. If this does not represent the entire cost that AT&T would pay for such a transition of service, what additional charges would AT&T incur? To what would those charges apply? For example, are there other non-recurring charges that would be in addition to the $134.32 per working telephone number? Should the non-recurring cost for the loop order and the number porting order be added to the $134.32?
3. Are there additional charges for the central office frame technicians? If so, are they included in your proposal? If not, what would that additional cost be?
4. Would the customer, currently service by UNE-P, be transitioned to UNE loop and remain on the same facility? If not, how would this decision be made?
5. Would AT&T have the discretion to specify either an SL1 facility or an SL2 facility?
6. Is any loop qualification required for this project? If so, is this included in the activities outlined in your letter and, therefore, included in the proposed cost? If not, would there be additional costs incurred for such a qualification?

Recycled Paper

7. Would BellSouth at the completion of the order do post-provisioning testing to insure that the customer's service was working as ordered? Would this testing include a check to insure all features are present as ordered?
8. Can BellSouth give AT&T an estimate (based on experience or historical data) of the number of technician hours required per customer or per working telephone number?

I look forward to further information from you that will help AT&T understand BellSouth's charges for this transition.

Sincerely,

cc: Jim Schenk
Scott Kunze

Subject: FW: RE: NBR GA02-M931-00

-----Original Message-----
From: Berger, Denise C, CSLSM
Sent: Thursday, March 06, 2003 11:18 AM
To: MacKenzie BST-Laurel (E-mail)
Cc: BST-Jim Schenk (E-mail); Kunze BST-Scott (E-mail)
Subject: RE: NBR GA02-M931-00

March 6, 2003

L. MacKenzie
BellSouth Interconnection Services

Laurel:

The purpose of this note is to ask a few more questions about BellSouth's handling of UNE-P customers on IDLC facilities prior to conversion to UNE loop.

1. Will BellSouth support the transition of IDLC UNE-P customers to UNE loop as a part of this proposed migration? If not, what is a viable alternative?
2. Will BellSouth identify the IDLC customers as a part of their project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?
3. Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?
4. AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?
5. What percentage of end-user customers by state in BellSouth's territory are on IDLC?

Thank you for your help. AT&T wants to insure the smoothest possible transition for our customers.

Denise C. Berger
Operations Assistant Vice President
AT&T Local Services
Telephone: 404/810-8644
Facsimile: 281/664-3648
E-Mail: deberger@att.com

BELLSOUTH

BellSouth Interconnection Services

675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Laurel MacKenzie
(404) 927-7575
Fax (404) 927-4985

May 5, 2003

Ms. Denise Berger
AT&T Local Services
Operations Assistant Vice President
Room 12256
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Ms. Berger:

This is in response to your e-mail dated March 6, 2003, posing additional questions concerning the conversion of customers from Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L). The following are BellSouth's responses to your questions:

AT&T Question #1: Will BellSouth support the transition of IDLC UNE-P customers to UNE Loop as a part of this proposed migration? If not, what is a viable alternative.

BellSouth Response: As part of this proposed migration, BellSouth will support transition of Integrated Digital Loop Carrier (IDLC) UNE-P customers to UNE-L when alternative arrangements exist. Attachment 2, Section 3.11.1 of AT&T's Interconnection Agreement specifies the viable alternatives.

AT&T Question #2: Will BellSouth identify the IDLC customers as part of its project planning process? If so, will BellSouth also identify the alternative facilities onto which it will move customers prior to the migration?

BellSouth Response: During the project planning process, BellSouth will identify the IDLC UNE-P customers and will assign alternate facilities, when such facilities exist, during the service order process.

AT&T Question #3: Does BellSouth plan to move the customer to copper prior to the migration? If so, how will BellSouth schedule that interim transition? If not, how will BellSouth care for the change in facilities?

BellSouth Response: Currently, BellSouth has no plans to convert IDLC UNE-P customers to copper on an interim basis prior to the negotiated due date of the actual conversion. BellSouth will perform the conversion on the due date as per existing processes being utilized today. This process, as well as the CLEC notification, is based on requested service type (SL1/SL2) and requested conversion type (coordinated or non-coordinated).

AT&T Question #4: AT&T assumes that dispatch technicians will be required to migrate IDLC customers. How does BellSouth plan to schedule these customers in order to minimize dispatch technician overtime?

BellSouth Response: It is expected that IDLC UNE-P customers being converted to UNE-L will require a field dispatch. Upon initial receipt of the project planning notification from the CLEC, the project manager will negotiate due dates with the network organizations based on volumes and required dispatches. These dates will be set to maximize field resources with minimal or no use of overtime.

AT&T Question #5: What percentage of end-user customers by state in BellSouth's territory are on IDLC?

BellSouth Response: The following is the percentage by state within BellSouth territory of end-user customers of all carriers on IDLC:

AL 22.7%,	MS 22,7%
FL 31.8%,	NC 26.0%
GA 27.0%,	SC 36.3%
KY 13.4%,	TN 21.8%
LA 12.5%	

The questions that you submitted to Professional Services did not specifically pertain to the New Business Request (NBR) AT&T submitted earlier and, therefore, have required a longer response period. In the future, in an effort to facilitate quicker responses, please direct questions about general BellSouth practices to AT&T's Local Contract Manager within Jim Schenks' CLEC Care organization. CLEC Care has the resources assigned to AT&T to respond to your questions and interface with any department required to provide information in formulating an answer.

Sincerely,

Laurel MacKenzie

Laurel Mackenzie
Senior Manager – Professional Services
Interconnection Services Marketing

CC: Jim Schenks
Scott Kunze

Attachment to Interrogatory No. 35

BellSouth

Response to I 35 (a)

RF-1670
8/00

BELLSOUTH Change Request Form

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Internal Reference # _____(1) Date Change Request Submitted _11_/_8_/_00(2)

☒ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☐ TYPE 6 (DEFECT/EXPEDITE) OCN _____(3A)

Company Name____AT&T_____(4)

CCM____Jill Williamson _____(5) Phone__404-810-8562_____(6)

CCM Email Address _jrwilliamson@att.com_____(7) Fax___404-810-8605_____(8)

Alternate CCM_ _____(9) Alt Phone # _____(10)

Originator's Name _Jill Williamson _____(11) Phone__404-810-8562_____(12)

Title of Change ____UNE to UNE Bulk Migrations_____(13)

Category ☒ Add New Functionality ☐ Change Existing (14) Desired Due Date _5_/_31/00_(15)

Originating CCM assessment of impact ☒ High ☐ Medium ☐ Low (16)

Originating CCM assessment of priority ☒ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☒ Ordering ☒ EDI ☒ LNP ☒ LENS ☒ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☐ Software	☐ Hardware	☐ Industry Standards	☐ Defect/Expedite
☐ Product & Services	☒ New or Revised Edits	☒ Process	
☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20) _AT&T would like BellSouth to implement the ability to migrate UNE to UNE orders in bulk. For example, AT&T is providing service to customers with port/loop combinations (UNE-P) and wants to migrate a group of customers from UNE-P to UNE-L (BellSouth UNE loop/LNP with AT&T switch). AT&T would then send a spreadsheet/bulk migration order to BellSouth containing pertinent customer specific information. An option for doing the migrations (done by another ILEC) is that BellSouth and AT&T would schedule the cuts by central office to take place over a weekend. Our experience with this process has been a very low number of customer outages.

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

RF-1670
8/00

BELLSOUTH

Change Request Form

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)
List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

This Section to be completed by BCCM only.

Change Request Log #_____CR0215_____(23) Clarification ☐ Yes ☒ No (24)

Clarification Request Sent ___/___/___ (25) Clarification Response Due ___/___/___ (26)

Status ____I_____(27)

Change Request Review Date _01/31/01_/ 04/25/01_(28)

Target Implementation Date __**3/29/03 – 3/30/03_ - Release 12.0** (29)

Last Modified By _____BCCM_____ (30) Date Modified __04/07/03_ (31)

Change Review Meeting Results (32)

12/18/00 BellSouth placed this request in Pending Status.

2-5-01 Prioritized at 1-31-01 Change Review Meeting by CLEC community.

3-15-01 Non-scheduled change request to be re-prioritized at 3/28/01 meeting.

4-30-01 CR prioritized on 4-25-01. Refer to "Release Prioritization Ranking" on CCP Web site.

2-27-02 Scheduled for Release 11.0 on 11/16/02-11/17/02.

3-15-02 Draft user requirements distributed.

3-25-02 UNE to UNE Bulk Migrations user requirement review to be scheduled for a later date (changed from 4-2-02). Additional information being obtained to include in the review meeting.

4-10-02 Updated draft user requirements for UNE to UNE Bulk Migrations distributed. User Requirement Review meeting scheduled for 4-23-02.

4-23-02 User Requirements Review Meeting held. EDI Technical issues are currently being investigated by BST because there are no bulk order formats in the EDI standards. CR0215 may be a phased approach if it is determined that EDI can support bulk ordering. EDI may not be included in the November 2002 delivery. Additional information to be provided.

RF-1870
800

BELLSOUTH

Change Request Form

5-20-02 Distributed the following information to the CLEC community: BST will provide UNE to UNE Bulk Ordering for CLECs using Connect:Direct only. The format of the data will be non-standard, which will require CLECs to perform some coding (non-OBF, non-TCIF standard formats are necessary). The EDI Specifications required by BST to manage UNE to UNE Bulk Ordering will be a .csv (comma) delimited file from the CLEC. There will be no data base to create an individual 860 (SUP). Each CLEC will be required to create and manage each individual SUP. New bulk specifications will be posted to the Interconnection web site six weeks prior to EDI code being placed in CAVE.

6-5-02 Implementation date for Release 11.0 changed to 12/7/02-12/8/02. CAVE and Production Implementation of Release 11.0 changed to allow BST additional time to perform internal testing and CLECs additional time to test software in CAVE.

6-20-02 Final user requirements distributed to the CLEC community. Follow-up review meeting scheduled for July 9, 2002.

7-9-02 Follow-up meeting held with the CLEC community to review the final user requirements.

10-10-02 Conference call held with AT&T/BST to discuss constraints with receiving 100 LSRs (EATNs) in a single order. BST can support 99. Updated user requirements will reflect this change. AT&T will follow-up internally to determine if this is a major concern and will communicate this to CCP by 10/18/02. BST requested that AT&T participate in the testing effort.

10-24-02 Change from 100 EATNs to 99 in a single bulk package discussed at 10-23-02 CCP meeting. Updated user requirements distributed to the CLEC community.

11-7-02 CR0215 moved to Release 12.0, which is scheduled for implementation on 3/29/03-3/30/03.

04/07/03 CR0215 implemented with Release 12.0 on 03/29/03.

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date ___/___/___ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date ___/___/___ (37)

CMVC #_____(38)

DDTS#_____(39)

Attachment A-1

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

RF-1870
8/00

BELLSOUTH

Change Request Form

Attachment A-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

RF-1870
8/00

BELLSOUTH

Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect/Expedite Change Request

Defect/Expedite Validation Results: (40)

Clarification Needed ☐ Yes ☐ No

☐ Defect ☐ Expedite ☐ Feature ☐ Training Issue ☐ Duplicate ☐ Cancel

Defect/Expedite Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/expedite: ☐ EDI ☐ TAG ☐ LNP ☐ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: _____

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RF-1870
8/00

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Change Request Form

Attachment A-4A

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

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Change Request Form

To be completed by BCCM only:

(1) CHANGE REQUEST LOG # CR 1062

(2) STATUS
RC

) STATUS

DATE SENT (2a): January 9. 2003

To be completed by CCM or BellSouth:

(3) REQUEST TYPE

- ☐ **TYPE 2 (REGULATORY)**
- ☐ **TYPE 3 (INDUSTRY)**
- ☐ **TYPE 4 (BST)**
- ☒ **TYPE 5 (CLEC)**
- ☐ **TYPE 6 (DEFECT)** NOTE: COMPLETE SECTION 2
- ☐ **EXPEDITED FEATURE**
- ☐ **FLOW-THRU**

SECTION 1

(4) COMPANY NAME	Cat Communication International (CCI)
(5) OCN	154A, 151A, 153A, 156A, 160A, 306A, 283A
(6) CCM NAME	Laura Looney
(7) TELEPHONE NUMBER	540-265-2555 X-2174
(8) CCM EMAIL ADDRESS	llooney@ccitelecom.com
(9) CCM FAX NUMBER	540-444-2143
(10) ALTERNATE CCM NAME	Adrianne Kemper
(11) ALTERNATE PHONE NUMBER	540-265-2555 X-2494
(12) ORIGINATOR'S NAME	Laura Looney
(13) ORIGINATOR'S PHONE NUMBER	540-265-2555 X-2174
(14) TITLE OF CHANGE REQUEST	Bulk Order ability in UNE-P

RF-1870
4/02

BELLSOUTH

Change Request Form

(15) CATEGORY	☒ ADD NEW FUNCTIONLITY	☐ CHANGE EXISTING		
(16) DESIRED DUE DATE	ASAP			
(17) ORIGINATING CCM ASSESSMENT OF IMPACT	☐ HIGH	☒ MEDIUM	☐ LOW	
(18) ORIGINATING CCM ASSESSMENT OF PRIORITY	☐ URGENT	☒ HIGH	☐ MEDIUM	☐ LOW

(19) INTERFACES IMPACTED

PRE-ORDERING	☐ LENS	☐ TAG	☐ CSOTS	
ORDERING	☐ EDI	☒ LENS	☐ TAG	☐ LNP
MAINTENANCE	☐ TAFI	☐ EC-TA Local		
MANUAL	☐ Manual			

(20) TYPE OF CHANGE (Check one or more, as applicable)

☐ Software ☐ Product & Services ☐ Documentation ☐ Hardware ☐ New or Revised Edits
☐ Regulatory ☐ Industry Standards ☒ Process ☐ Other ☐ Defect
☐ Expedited Feature ☐ Flow Through

(21) DESCRIPTION OF REQUESTED CHANGE (Including purpose and benefit received from this change. Include attachments if available)	Currently we can not process a Bulk Order for any UNE-P account as the Request Type only allows us "Resale (Non-Complex) - EB
(22) REQ TYP(s) IMPACTED:	MB
(23) ACT TYP(s) IMPACTED:	Deny, disconnect, restore.
(24) PROVIDE EXAMPLE OF REQUESTED CHANGE:	SC02336-724369, SC02336-555217. Examples are limited as this is not a process that we can perform.
(25) Identify the LSOG versions that are affected by this change	?

This section to be completed by BellSouth only:

(26) Does this request require clarification?	☐ YES ☐ NO
(27) Clarification Request Sent	
(28) Clarification Response Due	

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

BELLSOUTH

Change Request Form

(29) Change Request Review Date

(30) Target Implementation Date

(31) Actual Implementation Date

(32) Change Review Meeting Results

01/10/03 Being reviewed by BellSouth.
01/24/03 BellSouth response sent to CLEC. BellSouth is unable to support this request due to cost (capacity constraints). This request requires a large work effort. The change requests prioritized in the December 2002 meeting consumed the estimated 2004 capacity.
07/09/03 BellSouth and the CLEC community agreed to move forward with processing CRs that are rejected due to cost (capacity) per First In/First Out. BellSouth will move this request to pending status.
09/17/03 BellSouth has placed this CR in AH (Accept/Held) status.
09/24/03 CCP Prioritization Meeting held today. CR1062 ranked #17 out of 21. CRs ranked #1 thru #8 changed to "RC" status.
12/03/03 Impacted Systems verified by CMT.
12/10/03 CCP Prioritization Meeting held today. CR1062 ranked #12 out of 13.
01/16/04 BellSouth Proposed Release Package from 12/10/03 CLEC prioritization emailed. Status changed to "RC".

(33) CANCELED CHANGE REQUEST ☐ DUPLICATE ☐ TRAINING ☐ CLARIFICATION NOT RECEIVED

(34) CANCELATION ACKNOWLEDGMENT ☐ CLEC ☐ BST DATE:

SECTION 2
This section to be completed by CLEC/BellSouth- External Explanation of Type 6 Defect Change Request

(35) PON #

(36) ERROR MESSAGE:

(37) RELEASE OR API VERSION
(If applicable)

(38) DESCRIPTION OF DEFECT SCENARIO:

SECTION 3
This section to be completed by BellSouth – Internal Validation of Defect Change Request

(39) DEFECT VALIDATION RESULTS:

(40) CLARIFICATION NEEDED: ☐ YES ☐ NO

(41) VALIDATED DEFECT IMPACT LEVEL: ☐ HIGH ☐ MEDIUM ☐ LOW

(42) VALIDATION TYPE: ☐ DEFECT ☐ FEATURE ☐ TRAINING ISSUE ☐ DUPLICATE

(43) DEFECT IMPACTS OTHER CLECS? ☐ YES ☐ NO

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Change Request Form

(44) INTERFACES IMPACTED BY DEFECT: ☐ EDI ☐ TAG ☐ LNP ☐ LENS ☐ TCIF 7 ☐ TCIF 9

(45) TARGET IMPLEMENTATION DATE:

(46) ACTUAL IMPLEMENTATION DATE:

BELLSOUTH

Change Request Form

Attachment A-1

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BELLSOUTH

Change Request Form

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BELLSOUTH

CHANGE MANAGEMENT

CCP CHANGE REQUEST FORM (RF-1870)

DATE SENT:	

CHANGE REQUEST #:	1602

STATUS:	P

REQUEST TYPE *Check appropriate field*											
TYPE 2 (REGULATORY)	X	TYPE 3 (INDUSTRY)		TYPE 4 (BST)		TYPE 5 (CLEC)		TYPE 6 (DEFECT)			

PRIMARY CLEC CHANGE MANAGEMENT POINT OF CONTACT INFORMATION
(Originator of Request and contact for additional details/questions or to whom response will be made)

NAME:	John Griffin	TEL NO:	205-714-0491
EMAIL:		FAX #:	
COMPANY NAME:	BellSouth	OCN	

SECTION TO BE COMPLETED BY INITIATOR OF REQUEST:

TITLE OF REQUEST:	Change Due Date Interval for UNE to UNE Bulk Migrations

Check appropriate field:

ASSESSMENT OF IMPACT:	HIGH	X	MEDIUM		LOW	

PRE-ORDERING		ORDERING	X	MAINTENANCE		MANUAL	

INTERFACES IMPACTED:	LENS	X	TAG / XML	X	CSOTS		EDI	X	EC-TA		TAFI	

TYPE OF CHANGE: *Check appropriate field(s)*							
SOFTWARE		PRODUCT & SERVICES		DOCUMENTATION		HARDWARE	
REGULATORY	X	INDUSTRY STANDARDS		PROCESS		NEW OR REVISED EDITS	
DEFECT		EXCEPTION FEATURE		OTHER			

(Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives)

Submit completed form to the BST CCP email box at: change.control@bellsouth.com

BELLSOUTH

CHANGE MANAGEMENT

CCP CHANGE REQUEST FORM (RF-1870)

DETAILED DESCRIPTION OF REQUESTED CHANGE OR DEFECT DESCRIPTION
Change the due date interval of the UNE to UNE Bulk Migration from 14 business days to a minimum of 8 business days. Section 251(c) 3 and 251 (c) 4 of the Telecommunications Act

REQTYP(s) IMPACTED:	B
ACT TYP(s) IMPACTED:	V with Migration Indicator of C or D
PON EXAMPLES:	
ERROR MESSAGE:	
ELECTRONIC MAP VERSION AFFECTED BY CHANGE OR DEFECT:	ELMS6 TCIF9

BELLSOUTH USE ONLY:

BELLSOUTH CHANGE REVIEW MEETING RESULTS (Types 2-5 Only):	
DEFECT VALIDATION RESULTS (Type 6 Only):	
DEFECT WORKAROUND (Type 6 Only):	

VALIDATED DEFECT SEVERITY LEVEL:	2		3		4		

CLARIFICATION SENT:	

TARGET IMPLEMENTATION DATE:	
ACTUAL IMPLEMENTATION DATE:	

(Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives)

Submit completed form to the BST CCP email box at: change.control@bellsouth.com

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	)))))	Docket No. 030851-TP Filed: February 17, 2004

AT&T'S RESPONSES TO STAFF'S THIRD REQUESTS FOR PRODUCTION OF DOCUMENTS (10-24)

Subject to the General Objections filed with the Florida Public Service Commission on or about February 9, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Third Requests for Production of Documents to AT&T Communications of the Southern States, LLC, served on February 2, 2004, as follows:

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 10:	Provide copies of any reports, reviews, and analyses prepared by or for investment banking firms regarding the state of competition in the local exchange service sector and the future of competition in the local exchange sector since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 11:	Provide copies of any reports, reviews, and analyses prepared by or for investment banking firms regarding the financial condition of competitive local exchange carriers (CLECs) since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 12:	Provide copies of all reports, reviews, and analyses prepared by or for Standard & Poor's regarding the state of competition in the local exchange service sector and the future of competition in the local exchange sector since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 13:	Provide copies of all reports, reviews, and analyses prepared by or for Standard & Poor's regarding the financial condition of competitive local exchange carriers (CLECs) since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 14:	Provide copies of all reports, reviews, and analyses prepared by or for Moody's Investor Services regarding the state of competition in the local exchange service sector and the future of competition in the local exchange sector since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 15:	Provide copies of all reports, reviews, and analyses prepared by or for Moody's Investor Services regarding the financial condition of competitive local exchange carriers (CLECs) since January 1, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 16:	Provide copies of any reports, reviews, and/or analyses regarding the real or potential financial impact on CLECs resulting from the FCC's Triennial Review Order issued August 21, 2003.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 17:	Please provide those documents identified in response to Staff Interrogatory No. 20 (o).
Response:	AT&T has no documents responsive to this request.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 18:	Please provide those documents identified in response to Staff's Interrogatory No. 23 (i).
Response:	Not applicable.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 19:	Please provide those documents identified in response to Staff's Interrogatory No. 23 (v).
Response:	Not applicable.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 20:	Please provide those documents identified in response to Staff's Interrogatory No. 23 (y).
Response:	Not applicable.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 21:	Please provide those documents identified in response to Staff's Interrogatory No. 23 (aa).
Response:	Not applicable.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 22:	Please provide those documents identified in response to Staff's Interrogatory No. 30 (c).
Response:	Attached to AT&T's Response to Interrogatory No. 30 is the Confidential Document Responsive to this request.

REQUEST:	Staff's Third Request for Production of Documents
DATED:	February 2, 2004
Request No. 23:	Please refer to Staff's Interrogatory No. 33. Please provide any data in support of AT&T's conclusion.
Response:	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.

REQUEST: Staff's Third Request for Production of Documents

DATED: February 2, 2004

Request No. 24: Please refer to AT&T witness Bursh's rebuttal testimony page 10, lines 25-26. According to witness Bursh, "the metric Percent of Batches Started On Time should be implemented." Please provide the business rules for this proposed measurement in a format analogous to the business rules for performance measurements as provided in BellSouth's Service Quality Measurement (SQM) plan.

Response: AT&T will supplement its response to this Request.

SUBMITTED this 17th day of February 2004.

TRACY W. HATCH, ESQ.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N. Monroe Street
Tallahassee, FL 32301
850-425-6360

February 17, 2004

BY OVERNIGHT MAIL
Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030851-TP
AT&T's Claim for Confidential Treatment
AT&T's Response to Staff's 5th Set of Interrogatories

Dear Ms. Bayó:

AT&T Communications of the Southern States, LLC pursuant to Section 364.183(1), Florida Statutes, hereby claims that certain information provided in AT&T's Response to Staff's 5th Set of Interrogatories contains confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T's Response to Staff's 5th Set of Interrogatories with the confidential information highlighted. Also included are two redacted copies.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy Hatch/las
Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

Tracy Hatch
Senior Attorney
Law and Government Affairs
Southern Region

Suite 700
101 N Monroe Street
Tallahassee, FL 32301
850-425-6360

February 20, 2004

BY OVERNIGHT MAIL
Ms Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Re Docket No 030851-TP

Dear Ms Bayó·

Enclosed for filing are an original and two copies of AT&T Communications of the Southern States, LLC's Notice of Serving Supplemental Responses to Staff's Third Request for Production of Documents to AT&T in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to Lisa Sapper in the enclosed stamped envelope

Thank you for your assistance with this filing.

Sincerely yours,

Tracy W Hatch

TWH/las
Enclosure
cc Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review: Local Circuit Switching for Mass Market Customers.	))))	Docket No 030851-TP Date Filed: February 20, 2004

NOTICE OF SERVICE OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC's SUPPLEMENTAL RESPONSE TO STAFF'S THIRD REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 10-24)

NOTICE IS HEREBY GIVEN that a true and correct copy of AT&T Communications of the Southern States, LLC's Supplemental Response to Staff's Third Requests for Production of Documents (Nos 10-24), which were legally propounded by Staff on February 2, 2004, was sent via overnight delivery and electronic mail (jsusac@psc.state.fl.us) on February 20, 2004, to Jeremy Susac, Staff Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850

The original and one copy of this Notice were also sent via overnight delivery on February 20, 2004 to the Director, Division of the Commission Clerk and Administrative Services, at the Commission Further service on other parties of record is as set forth on the Certificate of Service, appended hereto

Respectfully submitted on February 20, 2004.

TRACY W. HATCH, ESQ
AT&T
101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
(850) 425-6360

Attorney for AT&T Communications of the Southern States, LLC and TCG South Florida

CERTIFICATE OF SERVICE
DOCKET NO. 030851-TP

I HEREBY CERTIFY that a copy of the foregoing has been furnished via electronic mail and U S Mail or as indicated this 20th day of February 2004, to the following parties of record

Jeremy Susac Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850	BellSouth Telecommunications, Inc * Nancy B White c/o Ms Nancy H Sims 150 South Monroe Street, Suite 400 Tallahassee, FL 32301-1556 Phone (850) 224-7798 Fax 222-8640 Email nancy.sims@bellsouth.com
Florida Cable Telecom Assoc , Inc Michael A Gross 246 E 6th Avenue, Suite 100 Tallahassee, FL 32303 Phone 850-681-1990 Fax. 681-9676 Email mgross@fcta.com	MCI WorldCom Communications, Inc. * Ms Donna C McNulty 1203 Governors Square Blvd , Suite 201 Tallahassee, FL 32301-2960 Phone (850) 219-1008 Fax 219-1018 Email donna.mcnulty@wcom.com
Sprint – Florida* Susan S Masterton 1313 Blairstone Road MC FLTLHO0107 Tallahassee, FL 32301 Phone (850) 847-0244 Fax 878-0777 Email susan.masterton@mail.sprint.com	KMC Telecom III, LLC * Marva Brown Johnson, Esq 1755 North Brown Road Lawrenceville, GA 30043-8119 Phone (678) 985-6261 Fax (678) 985-6213 Email marva.johnson@kmctelecom.com
Covad Communications Company* Charles E Watkins 1230 Peachtree Street, NE 19th Floor Atlanta, GA 30309 Phone (404) 942-3492 Email gwatkins@covad.com	ITC^DeltaCom * Nanette Edwards 4092 South Memorial Parkway Huntsville, AL 35802 Phone (256) 382-3856
McWhirter Reeves McGlothlin Davidson* Kaufman & Arnold, PA Vicki Gordon Kaufman 117 South Gadsden Street Tallahassee, FL 32301 Phone (850) 222-2525 Email vkaufman@mac-law.com	Verizon Florida Inc * Mr. Richard Chapkis/Kim Caswell 201 N Franklin Street, MCFLTC0007 Tampa, FL 33601 Phone (813) 483-2606 Fax (813) 204-8870 Email richard.chapkis@verizon.com
Allegiance Telecom of Florida, Inc Charles V Gerkin, Jr 9201 North Central Expressway Dallas, TX 75231 Phone (469) 259-4051 Fax 770-234-5965 Email. charles.gerkin@algx.com	Allegiance Telecom, Inc Terry Larkin 700 East betterfield Road Lombard, IL 60148 Phone 630-522-6453 Email terry.larkin@algx.com

Messer Law Firm * Floyd Self/Norman Horton P O Box 1876 Tallahassee, FL 32302-1876 Phone 850-222-0720 Fax 850-224-4359	MCI WorldCom Communications, Inc (GA)* De O'Roark, Esq Six Concourse Parkway, Suite 600 Atlanta, GA 30328 Email de.oroark@wcom.com
Granite Telecommunications, LLC Rand Currier/Geoff Cookman 234 Copeland Street Quincy, MA 02169-4005 Phone (617) 847-1500 Fax (617) 847-0931 Email rcurrier@granitenet.com	Miller Isar, Inc Andrew O Isar 7901 Skansie Avenue, St 240 Gig Harbor, WA 98335 Phone (253) 851-6700 Fax (253) 851-6474 Email aisar@millerisar.com
Moyle Law Firm (Tall) Jon Moyle, Jr The Perkins House 118 North Gadsden Street Tallahassee, FL 32301 Phone (850) 681-3828 Fax 681-8788 Email jmoyle1@moylelaw.com	NewSouth Communications Corp * Jake E Jennings/Keiki Hendrix Two North Main Center Greenville, SC 29601-2719 Phone (864) 672-5877 Fax (864) 672-5313 Email jejennings@newsouth.com
BellSouth Telecommunications, Inc * R Douglas Lackey 675 W Peachtree Street, Suite 4300 Atlanta, GA 30375 Phone (404) 335-0747	Supra Telecommunications and Info Systems Jorge Cruz-Bustillo 2620 S W 27th Avenue Miami, FL 33133 Phone (305) 476-4252 Fax: (305) 443-1078 Email. Jorge.cruz-bustillo@stis.com
Supra Telecommunications and Info Systems Jonathan Audu 1311 Executive Center Drive, Suite 220 Tallahassee, FL 32301-5027 Phone (850) 402-0510 Fax (850) 402-0522 Jonathan.audu@stis.com	Sprint (KS) Kenneth A. Schifman 6450 Sprint Parkway Mailstop KSOPHN0212-2A303 Overland Park, KS 66251-6100 Phone 913-315-9783
Sprint (NC) H Edward Phillips, III 14111 Capital Blvd Mailstop NCWKFR0313-3161 Wake Forest, NC 27587-5900 Phone 919-554-7870	Xspedius Communications Ms. Rabinai E Carson 5555 Winghaven Blvd , Suite 300 O'Fallon, MO 63366-3868 Phone (301) 361-4220 Fax (301) 361-4277 Email rabinai.carson@xspedius.com
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Charles J Beck Deputy Public Counsel Office of Public Counsel C/O The Florida Legislature 111 West Madison Street, #812 Tallahassee, FL 32399-1400 Phone 850-487-8240 Fax 850-488-4491 Beck.charles@leg.state.fl.us	Casey & Gentz, L L P Bill Magness 919 Congress Avenue, Suite 1060 Austin, TX 78701 Phone 512-225-0019 Fax 512-480-9200
Pat Lee Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 plee@psc.state.fl.us	

Tracy W Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising from Federal Communications Commission triennial UNE review Local Circuit Switching for Mass Market Customers	)))))	Docket No. 030851-TP Filed February 17, 2004

AT&T'S SUPPLEMENTAL RESPONSE TO STAFF'S THIRD REQUESTS FOR PRODUCTION OF DOCUMENTS (10-24)

Subject to the General Objections filed with the Florida Public Service Commission on or about February 9, 2004, AT&T Communications of the Southern States, LLC and TCG South Florida (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No PSC-03-1054-PCO-TP, issued September 22, 2003 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1 340 of the Florida Rules of Civil Procedure, submits the following Supplemental Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") Third Requests for Production of Documents to AT&T Communications of the Southern States, LLC, served on February 2, 2004, as follows

REQUEST.	Staff's Third Request for Production of Documents
DATED	February 2, 2004
Request No 23	Please refer to Staff's Interrogatory No. 33 Please provide any data in support of AT&T's conclusion
Response	AT&T is attempting to locate the requested documents and will supplement its response to this request if such documents are found to exist.
Supplemental Response	Data responsive to this request does not exist AT&T has proposed this measure so that CLECs can have a reasonable assurance that it is scheduling its resources at the proper time to complete its role in converting batches of customers

REQUEST	Staff's Third Request for Production of Documents
DATED	February 2, 2004
Request No 24.	Please refer to AT&T witness Bursh's rebuttal testimony page 10, lines 25-26. According to witness Bursh, "the metric Percent of Batches Started On Time should be implemented" Please provide the business rules for this proposed measurement in a format analogous to the business rules for performance measurements as provided in BellSouth's Service Quality Measurement (SQM) plan
Response:	AT&T will supplement its response to this Request
Supplemental Response.	The proposed metric is attached as responsive document to POD #24

SUBMITTED this 20th day of February 2004

TRACY W HATCH, ESQ
101 N Monroe Street
Suite 700
Tallahassee, Florida 32301
(850) 425-6360

Attorney for AT&T Communications of
the Southern States, LLC

P-14: Percent of Batches Started On Time

Definition

This report measures the percentage of batches that begin on time

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC

Business Rules

This report measures whether BellSouth begins the cut over of a batch a the committed start time Each of the PONs associated with a designated Bulk Order Package Identification number constitute a individual batch The batch is considered on time if it starts 15 minutes before or after the requested start time for the batch Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval The cut will be considered "on time" if the first line, for any PON within the batch, is cut within the interval 15 minutes includes intervals that began 15 00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time

Calculation

Percent of Batches Started On Time = (a ÷ b) X 100

- a = Total Number of batches to start cut of first line at committed time
- b = Total Number of batches cut for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Product Reporting Level - Batches	• 95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
- Batches	• 95% Within + or – 15 minutes of Scheduled Start time

Attachment to POD 24

EXHIBIT NO. 54

DOCKET NO.: 030851-TP

WITNESS:

PARTY: AT&T Noticed Deposition Transcripts – Stipulated Exhibit

DESCRIPTION:

1. Deposition Transcript of BellSouth witness John Ruscilli.

PROFFERING PARTY: AT&T

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030851-TP EXHIBIT NO. 54
COMPANY/ WITNESS: Deposition of John Ruscilli
DATE: 02/24-25/04

Alderson Reporting Company

Package Contents

Name: Lisa A. Sapper

Firm: AT&T Legal

1200 Peachtree Street NE

Suite 8100

Atlanta, GA 30309

Phone: (608)278-8729

Fax: (832)213-0268

Case: In Re: Implementation of Requirements Arising from FCC Triennial UNE Review

Deponent: John A. Ruscilli

Date: February 6, 2004

Ref. No.: 6343-1

Pat prepared this package containing:

Transcript: Certified Copy, Condensed — Pages: 109

Exhibits: NA — Pages:

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IN RE: Implementation of Requirements Arising From Federal Communications Commission Triennial UNE Review: Local Circuit Switching for Mass Market Customers

Docket No. 030852-TP

Filed: February 4, 2004

DEPOSITION OF

JOHN A. RUSCILLI

February 6, 2003

3:40 p.m.

Suite 4300

675 West Peachtree Street

Atlanta, GA

Thomas R. Carey, CCR #: B-1715

Certified Copy

APPEARANCES OF COUNSEL

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Fax #: (407) 447-4008
E-mail: mseil@mailfdn.com
Also present:
Elizabeth McClurkin

Deposition of John A. Ruscilli
February 6, 2003

JOHN RUSCILLI, being first duly sworn, was examined and testified as follows:

EXAMINATION

BY-MR.MAGNESS:

Q. Good afternoon, Mr. Ruscilli.

A. Good afternoon, sir.

Q. My name is Bill Magness. I'm an attorney for the FCCA. I'm with the firm of Casey & Gentz. And we are here today in a deposition for Florida Public Service Commission, Docket No. 030851-TP.

Mr. Ruscilli, did you file testimony in that docket, prefiled testimony?

A. Yes, I did.

MR. LACKEY: Did someone else join us on the phone?

MS. MASTERTON: Yes. This is Susan Masterton, attorney with Sprint.

Q. (By Ms. Masterton) Mr. Ruscilli, is the testimony that you prefiled in that docket I referenced here with you today?

A. Yes, it is.

Q. I'm going to say for the record that

we're taking this deposition in accordance with the stipulations, the normal stipulations in these PFC cases, and particularly the stipulations in the docket number I identified.

And before with get started, Mr. Ruscilli, just to be sure we're clear, as you know very well, the Court Reporter is here taking notes, we have people on the phone, so I ask that all of your answers be verbal. If you shake your head either way, I might encourage you to vocalize what you say. Do you understand that?

A. Yes, sir, I do.

Q. And you understand your deposition is being taken under oath?

A. Yes, sir.

Q. And I would ask you, if there's any question I ask you that isn't clear to you in any way, that you ask me to clarify it for you before you answer it. Would you agree to that?

A. Yes, sir.

Q. And also I'll try to extend the same courtesy to you, and I'll just ask you to let me finish my questions, meandering as they may be, before you begin your answer, and I'll do

the same for you with your answers. I say that not really for courtesy to me as much as to the Court Reporter. So can you agree to abide by that?

A. Yes, sir.

Q. Great.

MS. MAYS: Bill, can I ask one small question?

MR. MAGNESS: Yes.

MS. MAYS: The Notice we got from AT&T that said you were representing AT&T, you are the attorney here for AT&T?

MS. MASTERTON: Yes. I'm the designated attorney for AT&T in this deposition.

MS. MAYS: Thank you.

Q. (By Mr. Magness) Right now, sir, I'd like to take you into your direct testimony at Page .20. I'm going to take you to the part of the testimony that was the most interesting to me first. Let me know when you're there.

A. I'm there, sir.

Q. Okay. If I could direct you to line 14, I'm going to go ahead and read this for the record. You're talking about central offices in Florida, and you say, "The other

office, Lake Mary Main (CLLI LKMRFLMA), is scheduled for relocation on March 26, 2004, because the existing facility is located over a sinkhole and must be vacated." Are you concerned that this central office over that sinkhole, if it isn't moved pretty soon, could suck down the whole BellSouth Florida network with it?

A. I'm not expressing a concern one way or the other, sir.

Q. Okay. I guess if that did happen you wouldn't have to provide UNE-P anymore, would you?

A. I don't know, sir.

Q. Speaking of UNE-P, let's turn you to the conclusion of your testimony at Page .25 where you have a discussion of several topics that you summarize in your testimony. And I'm just going to read you, I guess the couple of sentences that end your direct testimony, and then have a few questions about it. You said at Page .25, line 9, "It is time to take the next step and begin weaning carriers like MCI and AT&T from the cheap switching that BellSouth is currently required to offer, and time to

compel these and other companies to make real investments in Florida that will be of real benefit over time." Is that a correct reading of that testimony?

A. Yes, sir.

Q. What, in your mind when you say -- let me back up just a moment, because I meant to ask you this in the beginning.

You're not a lawyer, are you?

A. No, sir.

Q. Okay. You do have a Masters in Business Administration; is that right?

A. Yes, sir.

Q. What qualifies in your mind as real investment in the telecommunications industry?

A. Placing facilities, such as switches or loops or digital loop carriers in the ground.

Q. How much of BellSouth's Florida capital budget is devoted to buying or updating switching equipment?

A. I don't know the percentage of Florida.

Q. Okay. Do you have any sense for any other state?

A. I know that our capital budget has

been decreased region-wide. I don't have state-specific numbers.

Q. And you mentioned real investment, including facilities, and in that category, facilities, you included what again?

A. Central offices, switching equipment as an example.

Q. So switching equipment.

A. Digital loop carrier, loops themselves.

Q. Loops and DLC. DLC, digital loop carrier. So the only things that are real investment in a network are switching equipment or something in the outside plant, is that your view?

A. I wouldn't say the only thing. Those are things that I was considering when this was developed.

Q. Okay. Well, in your mind what distinguishes real from not real investment?

A. Well, again, in my mind I was looking at carriers placing switches in the ground or making these kind of investments. Not just buying UNE-P where they've made no investment in actual facilities.

Q. Do you consider -- well, strike that.

When you say putting switches in the ground, what do you mean by that?

A. Locating switches.

Q. Does it make any difference as to whether a CLEC is making real investment, whether it's purchased the switch outright or leased the switch?

A. I don't know. I guess it just depends.

Q. Okay. Well, if a CLEC, for example, entered into a capital lease where it didn't have ownership of the switch, the switch was owned by GE Capital, for example, no ownership, just use of the switch, would that be real investment or not real investment?

A. To the extent that it places a new switch into play in the State of Florida, that's an investment.

Q. Okay. If the CLEC that leased that switch defaulted on the lease and ended up not able to make its payments, went into Bankruptcy, no longer had to make those payments because of Bankruptcy Rule protections, does that change

your idea of whether that continues to be real investment or not?

A. No, it doesn't. Because GE, or whichever the investment company, has actually placed the physical switch in the ground, and switches aren't something you just pull up and move somewhere else quickly.

Q. Okay. So a switch is a facility that is not easily moved, then, you're saying?

A. No. A switch is exactly what it is. It's a central office switch. My point is, if GE Capital or some other leasing-type company were to make an investment in a switch, it's placed that central office, CO, switching equipment in the State of Florida, whether or not it's the less -- lessee is the person that leases from a lessor?

Q. Yes.

A. Whether or not the lessee defaults doesn't matter at that point in time, the investment has been made into a switch in Florida.

Q. So even if that investment is -- well, let me back up and use the word "investment."

If someone borrows money to buy something, is that an investment?

A. I guess it depends.

Q. If a CLEC borrows money so it can buy a switch, has the CLEC made a real investment in your mind?

A. The CLEC -- again, the investment is made because the person that -- I must not be understanding your question. Repeat it one more time.

Q. If a CLEC borrowed money so that it could buy a switch, would you call that an investment by the CLEC?

A. Yes.

Q. If the CLEC borrowed money so that it could buy operational support systems, would you call that an investment by the CLEC?

A. Yes, it could be.

Q. Okay. And if it borrowed money so that it could buy customer service or billing or marketing services, would that be a real investment by the CLEC?

A. That could be.

Q. Okay. Why do you say "could be" on that one?

A. Well, again, they're making an investment, but they may be making an investment in customer support services and still just relying on UNE-P, so they're not investing in true facilities-based competition.

Q. Tell me what true facilities-based competition is?

A. Where another CLEC or another carrier places equipment, like I said earlier, in the ground, and the equipment would be central office switching equipment, loops, digital loop carrier, things like that.

Q. What about routers?

A. Well, routers to the extent that they're considered advanced telecommunications, are certainly an investment that the TRO and the FCC recognizes is a good thing to happen, so that would be an investment.

Q. But a router wouldn't be an investment in some other circumstance?

A. Well, I mean, I guess it just depends. If you're buying a router because you've got a LAN inside your building, I wouldn't see that as being an investment in the State of Florida Telecommunications market or

advanced data services market.

Q. What if that router was in a building in the State of Florida and belonged to a telecommunication's company, would that change your opinion?

A. It would be the same, again, I think it would be the use of the router that's being used to provide advanced data services, advanced packet type services to somebody, that would be an investment where you're providing something to the consuming and using public. If you're just buying a router, like I have a router in my house for my own LAN, that's not an investment in a telecommunications infrastructure.

Q. If I buy stock in BellSouth, have I made an investment in telecommunications?

A. You've made an investment in a telecommunication's company. I don't know if you've made investments in telecommunications.

Q. Okay. But to invest in facilities-based competition, you limit that to switches?

A. In the context of what I was writing in the conclusion of my testimony, the real investment that I think is needed, and the TRO

is calling for, is investment in additional facilities-based players in the marketplace.

Q. But as long as it's a switch, it doesn't matter whether you lease the switch from someone else to get switching capacity, that doesn't change your view?

A. To the extent that I -- if you're leasing a switch, because in your hypothetical because GE has placed a switch into the State of Florida, doesn't change my answer.

Q. You reference in that same few lines I mentioned a few minutes ago, cheap switching, do you see what I'm talking about?

A. Yes, sir.

Q. Does BellSouth offer unbundled switching in Florida at a TELRIC rate?

A. Yes.

Q. Okay. Do you know offhand what that rate is?

A. No, not off the top of my head.

Q. Okay. That's fine. Was that rate to your knowledge approved by the Florida PFC?

A. Excuse me, yes.

Q. Okay. Is the offering of cost-based rates under TELRIC a condition to BellSouth's

entry into the long distance market in Florida?
A. I don't know if that calls for a sort of like a legal conclusion. We have an obligation under 252(b) to provide unbundled network elements at a UNE rate, and those unbundled network elements respond on 271, which was a, the so-called checklist for long distance authority. I don't know if TELRIC was -- I don't know if I can, I don't know if I can put those two connections together or not. That might be a legal conclusion I don't think I'm comfortable trying to make.
Q. Were you a witness in any of the 271 proceedings?
A. Yes.
Q. Were you a witness in Florida?
A. No.
Q. When BellSouth tried to meet that checklist you referenced, did they include UNE-P lines in the facilities-based competition that they were providing?
A. Yes, they did.
Q. Okay. You just no longer view it as facilities-based competition?
A. For the purposes of 271 it was

considered to be facilities-based. For the purposes of -- and that's because the CLECs had total control of that particular UNE-P element. For the purposes of TRO, that's not what the intent is of true facilities-based competition.

Q. If you were trying to tell the FCC about true facilities-based competition, why didn't you refuse to include those UNE-P lines if you don't believe that they are subject of any investment?

A. It was different requirements at the time.

Q. So you were willing to represent that whatever the definitions were facilities-based competition included UNE-P for 271 purposes?

A. I don't think we were representing. We were supplying all the competitive data, both facilities and resale and true facilities players, per what we were required to do for the 271 application.

Q. But you didn't step up and tell the FCC or anyone else that UNE-P should be countered with resale, did you?

A. I thought I just said we reported

all three of them. Maybe I didn't understand your question.

Q. You told me that you reported UNE-P with facilities-based competition for 271 purposes, you also said that you reported resale. And as I read your testimony, you're alleging that UNE-P is nothing but resale. So I'm asking you why in 271 you didn't step up and tell the FCC, "we shouldn't count UNE-P as facilities-based competition because it's really resale and that's where it should be counted"?

A. Because in 271 the requirements were different. The background, the context of the analysis was different than what it is today.

Q. What requirements?

A. For 271 entry, which was whether you were going on track A or track B in the presence of providers, and what defined a provider. And the FCC had previously indicated that UNE-P, if my memory serves me correctly, this is a long time ago, was considered to be facilities-based as was somebody actually providing over their own switch. In the context of TRO --

Q. Wait. Let me stop you right there,

because I was just really talking to you about 271.

MR. LACKEY: Stop. You told him you weren't going to interrupt his answer. Let him finish his answer.

MR. MAGNESS: Okay.

THE WITNESS: In the context of the TRO, the FCC is now examining true facilities-based as it's defined with people providing service to customers using their own switches.

Q. (By Mr. Magness) Would BellSouth have been in violation of any FCC rules or orders if it had told the FCC, "you really shouldn't be counting UNE-P as facilities-based"?

A. I don't know if we would or wouldn't have.

Q. The TELRIC rates I was, I referenced before, was TELRIC as a methodology to your knowledge upheld by the U.S. Supreme Court?

A. It was upheld with respect that it gave, I think, deference to the FCC that they could determine a methodology. It was not upheld as necessarily the best or the worst methodology.

Q. And when BellSouth sells unbundled local switching to a CLEC in Florida, are you alleging that there are costs that BellSouth doesn't recover?

MR. LACKEY: Let me interrupt, just because I thought we had discussed this, but maybe I need to get the E-mail, the Prehearing Officer said these matters, these depositions were not about any TELRIC or TELRIC pricing or any of that sort of thing. I thought you were going somewhere else or I would have said something earlier.

MR. MAGNESS: Well, Mr. Ruscilli alleges several times in his testimony, and I've cited one in particular where cheap switching is being sold, so I'm trying to elicit what he means by cheap switching.

MR. LACKEY: Well, you need to ask him that. But if you want to discuss TELRIC pricing and that sort of thing, we need to dig out the E-mail we sent around this morning about the scope of the deposition.

Q. (By Mr. Magness) What do you mean by cheap switching?

A. This is switching that is being

provided at a government-mandated rate based on the methodology of TELRIC, which is just a hypothetical forward-looking network, doesn't actually look at the actual costs.

Q. So are there any costs that BellSouth isn't recovering when it sells unbundled local switching in Florida at a TELRIC rate?

A. Yes, I believe so.

Q. What kind of costs, could you identify some for me?

A. No. In that we provided a cost study that we believe was at a TELRIC rate, and that cost study was altered and taken downward with discounts.

Q. Do you know anything about the extent to which BellSouth switches in Florida are depreciated?

A. No, I do not.

Q. If a CLEC, I'll use your term, invested in a switch, either leased it or bought it, okay?

A. Yes.

Q. And I'm posing a hypothetical here, CLEC leased or bought a switch, and then the

debt that it owed on that switch was erased either through an arrangement with its lender or through a bankruptcy proceeding, is its ability to provide switching for itself going to maybe even be cheaper than unbundled local switching?

A. I don't know.

Q. Okay. Go to -- while we're talking about UNE-P, I wonder if you could identify for me what the components are of UNE-P, just to be sure we're talking about the same things?

A. Sure. A UNE-P consists, which means Unbundled Network Element Platform, consists of an unbundled local loop, and it consists of a port that is, that's the connection inside the switch, and included in that switching can be the vertical features associated with the switch, all the feature technology that's available on the switch, routing and things like that.

Q. In the switching, when you talk about the switching, or the port, is there a separate port charge and switching charge, or are you talking about the same thing?

A. There's a separate charge. There's a charge for the port, and then there's a charge for the actual minutes of use that you

would have on the port.
Q. Okay. And when we say "minutes of use" often we abbreviate it MOU; is that correct?
A. Yes, sir.
Q. And is the port charge sensitive to usage?
A. No, sir.
Q. But the switching charge, when you say its minutes of use, that means it's usage sensitive?
A. Yes, sir.
Q. As part of the UNE-P, does the CLEC also obtain access to shared transport?
A. I believe so.
Q. Okay. In BellSouth, and let's focus on Florida, is there any charge for the performance of combinations?
A. No.
Q. Okay.
A. I mean, if a UNE-P, excuse me, if a retail service exists today, and somebody converts it to a UNE-P, there's no charge to combine it.
Q. And what's the treatment of what's

been called the new combinations, if you know what I'm talking about?

A. It's the installation charges associated with whatever that element is.

Q. Could you give me an example in the UNE-P context, when you say "the elements," are you talking about the port or the loop?

A. No.

Q. I just want to make sure we're talking about the same thing.

A. Off the top of my head, no, I couldn't pull it together.

Q. So if a service, if there was a BellSouth service at a, let's say it's just a residential customer, to keep it simple, if it was a residential customer, they switched to a UNE-P CLEC, there would be no combination, additional combination charge beyond the charges for loop, port, switching?

A. There's a nonrecurring charge to install it, but there's not a charge to combine it.

Q. Okay. So when you say there's a charge, the CLEC is charged a nonrecurring charge --

A. Yes.
Q. -- for what you call the installation?
A. Yes.
Q. So the charges that apply, there's a charge for the loop -- when I say "charges," just to be sure we're clear again, these are rates paid by the CLEC to BellSouth for use of these elements, okay?
A. Yes. I indicated earlier, I'm just not familiar with the UNE Table to know if there's just one charge or a separate charge for the loop and the port. I don't have that in my brain right now.
Q. So there may be -- there's a loop -- but the elements of it are, and I'm not asking you to say these are all separate elements that have to be charged, but you've got a loop, port, the usage-sensitive switching, the install, installation, nonrecurring charge?
A. Yes. I think there's a charge for a local service order. But, I just -- that's the UNE price list and I don't have that memorized.
Q. Oh, no. I'm not asking you to give

me specific rates.
A. So I may be a little off on those.
Q. But I think for our purposes we're fine. I think we've got a common ground of understanding.
A carrier that would be a UNE-L, and that's just UNE dash L, carrier, that carrier would also pay the loop rate, would they not?
A. Yes.
Q. Okay. And that loop rate may differ whether it is a DS0 level loop or a DS1 level loop?
A. Yes.
Q. You understand what I mean by those terms?
A. Yes.
Q. Is the loop rate in Florida too high in your view?
A. For -- can you give me more -- I'm not sure I understand your question, the context of it.
Q. Okay. Well, you've talked about cheap prices for UNEs, and I'm trying to understand. The loop is a UNE, is it not?
A. Yes.

Q. Okay. Is a loop rate one of those cheap rates, or is it a, is it just right, or is it too high, too low?

A. The loop rate is set based on TELRIC. I've told you my opinion of TELRIC and BellSouth's opinion of TELRIC.

Q. I understand. Yes. And I don't want to talk anymore about the equity of the TELRIC rates. So is the problem -- let me back up.

You believe that UNE-L represents a form of true facilities-based competition, do you believe that?

A. It could be a component in true facilities-based competition, yes.

Q. Okay. Let me give you an example. Say a CLEC has a switch, and I'm not trying to get into lease or buy or any of that, it just has a switch in the ground, as you put it, it uses that switch, but it uses a BellSouth loop to get calls to the end user, are you familiar with that arrangement?

A. Yes.

Q. Does that arrangement constitute true facilities-based competition in your view?

A. Yes.
Q. Okay. And you contrast that in your testimony with UNE-P, correct?
A. Yes.
Q. But you believe that constitutes resale?
A. It is another form of resale as we've said in the past, yes.
Q. So is the thing that makes UNE-P too cheap in your mind, it doesn't have anything to do with the loop rate, does it? I'm asking because the UNE-L carrier also has to pay the loop rate, right?
A. The UNE-L carrier would also pay the loop rate, yes.
Q. Is it, is your complaint about UNE-P being too cheap have to do with the switching and port charges in particular?
A. Again, I've said twice now, BellSouth's position on TELRIC, which I didn't think we were supposed to discuss, it is what it is. With respect to P, which is unbundled local switching, that is what this case is about. This case is not about loops. So I'm not sure I understand, again, the context of how

your questions -- I'm not sure how this applies to my testimony and what I'm talking about.

Q. I'm just trying to understand why you say that UNE-P is nothing more than the incumbent's LEC local service offered at cheap prices. I'm just trying to assess which one of those prices the CLEC pays is the cheap one, whether -- and I understand what you're saying about TELRIC, and we'll leave it at that.

Now, in your testimony you mentioned that BellSouth would provide unbundled switching under Section 271 if it was no longer required to provide it under Section 251 of the Telecom Act; is that right?

A. Yes. We have the obligation under 271.

Q. Okay. Would BellSouth also offer, pursuant to 271, the other elements of the UNE-P that you described before?

A. Well, we would offer the loop under 271, that's still one of the requirements, it's not eliminated. If loops were determined in a proceeding to be such that CLECs are not impaired without access to loops, we would still provide them, but we would provide them at a

market rate.

Q. And let me, just for purposes of keeping a simple example, go to the residential example I gave you before, where, let us say the loop has not been found to be a no-impairment loop, let's say it's still one that you're required to offer under 251?

A. Uh-huh.

Q. Okay. Is it your understanding that BellSouth would be willing to combine the 251 loop with the 271 switching to create the functional equivalent of today's UNE-P?

A. Yes. We'll continue to offer it on a wholesale platform.

Q. So that the elements that I listed, you know, that we discussed before, the loop, the switching, the access to shared transport, the installation, those would all still be available without interruption, it would then be a question of price?

A. Yes. And price on those elements that would determine if there was no impairment.

Q. So you don't have -- yes, sir.

MR. LACKEY: This is Lisa Dunshay. She's an attorney with us also.

Q. (By Mr. Magness) So you don't have any issue with a 251 UNE being combined in a platform offering with a 271 element, that's not going to be a problem?

A. No. BellSouth will offer that.

Q. Okay. Thank you. And just to put a fine point on it, on Page .10 of your Rebuttal, if I can take you there. And I've got the Public Disclosure Document version, okay. So when you say at line 8, "Therefore, BellSouth will offer local switching at a competitive market rate in those markets where the Commission determines that CLECs are not impaired," that sentence could just as well read that BellSouth would offer the entire UNE platform at competitive market rates in those markets where the Commission determines that -- well, let me stop there, that you would offer the full unbundled local, I'm sorry, that you would offer the full unbundled network element platform if the switching part was delisted under 251.

A. Well, the sentence reads as I've written it, but the net effect is that we will continue to provide service. We will just price

it with the switching UNE, in this case if it's determined there's no impairment, at a market rate.

Q. Okay. Further down on that page you have a discussion of wholesale switching, and I understand that the wholesale switching trigger has not been made an issue here, but you make some references to it. In particular, you use the FDN example. Now --

MR. SEIL: This is Matt Seil of FDN. I thought that that was a confidential portion of the -- as a matter of fact, the Notice of Intent was filed on that information and a request for specific confidential treatment.

MR. LACKEY: Matt, this is Doug Lackey. He doesn't have the confidential information. He's simply got the sentence that says, for example, "Florida digital network has indicated that," and then it's blank after that, correct?

MR. MAGNESS: That's correct.

MR. SEIL: Well, I guess what I would suggest is that we be mindful of the confidential portion of the testimony. If

anything it was an admonition. Thank you.

MR. MAGNESS: And as counsel mentioned, I do not have access to that confidential information. Is that information subject to a Confidentiality Agreement between BellSouth and FDN? I'm asking counsel, I'm sorry.

MR. SEIL: I'm sorry. I didn't know if you were asking me or not.

MR. MAGNESS: Yeah, I'm sorry. I was just asking, is it subject to a Confidentiality Agreement between BellSouth and FDN?

MR. SEIL: It was provided subject to that, to BellSouth, yes. It's since been provided, well, long ago been provided to AT&T. Whether or not it was provided to FCCA specifically, I don't recall. It's subject to a Notice of Intent and a request for specific confidential treatment with the Commission.

MR. MAGNESS: Okay. So you're saying that the confidential information itself was provided to AT&T?

MR. SEIL: Correct.

MR. MAGNESS: Okay. All right.

Thanks.

Q. (By Mr. Magness) Now, I believe it's your contention in the public version that FDN might compete in the wholesale switching market in certain circumstances, is that fair?

A. I don't, I don't know if I can answer that without -- can I rephrase an answer to you and see if this will satisfy you? It's my contention that I think other switch providers may intend to offer a competitive wholesale product once a finding of no impairment is determined. Is that okay?

MR. LACKEY: Suits me.

THE WITNESS: Matt, this is John. Is that okay you with you what I just answered?

MR. SEIL: Sure. Thank you.

THE WITNESS: Yes, sir.

Q. (By Mr. Magness) So, I guess from the redacted portion I can read on 10 and 11, is it your contention that there may be wholesale switching competition if BellSouth sets the wholesale switching rate high enough?

A. I think that there will be competition to offer wholesale switching by switch providers today once the finding of a

nonimpairment occurs and a market develops for it. With respect to BellSouth competing in that market offering a market rate, I fully expect other switch providers that have excess capacity to come in and compete for business.

Q. Okay. How much higher does the rate need to be to attract wholesale competitors?

A. I don't know.

Q. What's the basis of your expectation that people are going to do that if the BellSouth rate changes?

A. I think that once BellSouth offers something in a market rate, if someone has excess capacity and feels that they can provide that capacity and make money, they will compete.

Q. And has there been any discussions between BellSouth and FDN about whether they would compete in the switching market?

A. I've had no discussions with FDN.

Q. Are you aware of any?

A. No, I'm not.

Q. Are you aware of any agreements between BellSouth and FDN besides the Confidentiality Agreement we referenced earlier.

A. We have an Interconnection Agreement

between the two companies. They are a CLEC, and we provide wholesale services to them. I'm aware of that agreement.

Q. Are you aware of the complaint FDN filed against BellSouth at the Florida Commission concerning the M-Power transaction?

A. I'm familiar that it was filed. I'm not familiar with the complaint.

Q. So you weren't a witness in that case?

A. No.

Q. Do you have any familiarity with it beyond what you've just described?

A. No, sir, I do not.

Q. And you're not familiar with any of the settlement discussions that are going on between the two companies?

A. No. I'm not a party to any of those discussions.

Q. And has BellSouth identified what price it will set switching at if it is, if there's a finding of no impairment in Florida?

A. We've not made a rate filing in Florida.

Q. Have there been any public

announcements that you're aware of in any state or for the FCC about what that rate should be?

A. No, we have not made any public announcements, public or to the FCC. We have filed a rate in the TRO case in Georgia. It's not the appropriate forum to have that rate discussion. However, that rate was a subject of a prior arbitration between ITC Deltacom and BellSouth, and that was deferred to the TRO. So we published a rate for mass market wholesale platform, as I call it, in Georgia. But it is not something that is proper for that Commission to determine, it's not something for that Commission to decide upon.

Q. Is it a rate that is only appropriate for Georgia, or is it one that you'd expect BellSouth would find reasonable region-wide?

A. The rates we filed in Georgia are the rates associated with the UNE-Ps in Georgia. The switching portion of that is basically a rack rate that we're looking at.

Q. Tell me what you mean by rack rate.

A. The rate that we would offer just sitting on the rack, but we are certainly, so

to speak on the rack, but we are certainly willing to negotiate different rates based on commitments from other carriers.

Q. You testified at Page .11, just after the confidential portion, "Once the subsidized switching that BellSouth is currently required to offer is replaced by a just and reasonable market rate," do you see that?

A. Line 8?

Q. Line 8?

A. Is that where you're reading?

Q. Yes, sir, line 8 and 9.

A. Okay.

Q. Is that a correct reading of that part of the sentence?

A. Yes.

Q. Okay. So is it right that by subsidized switching you mean the current rate for switching, UNE rate for switching Florida?

A. Yes.

Q. Okay. And the just and reasonable rate in your mind is the one that BellSouth establishes itself?

A. Yes.

Q. Okay. So a just and reasonable rate

doesn't require regulatory approval in your mind?
A. No. A market rate between two carriers does not require regulatory approval.
Q. Do you have any view on whether a rate under 271 requires any regulatory approval?
A. I don't have a view, but I think the FCC has expressed one.
Q. What's their view?
A. The FCC has said that, in the TRO, that when those rates are offered at a market rate between the two carriers, and subject to the just and reasonable sections of the Act 201 and 202, to the extent a carrier wants to file an enforcement action before the FCC, they can do so.
Q. So if a rate is offered, and it's not accepted under that view, then the issue would go before the regulators at the FCC?
A. No, not necessarily. If I offer a market rate, and another switch provider doesn't like my market rate, there might be somebody else's that they like better. If I continue to offer my market rate and I have no takers, I may have to readjust my market rate to look at the marketplace.

I think the intent behind the TRO and what the FCC has said with respect to the market rate is exactly that, something freely negotiated between the two carriers.

Q. Okay. I'm just asking about a situation, and I know this never occurs in Telecom, but let's say that these two people who negotiate just can't agree, is it your position that that dispute, which, for example, today under 251 would typically be resolved in an Interconnection Agreement Arbitration or some state proceeding, you're familiar with the kind of process I'm talking about?

A. Yes.

Q. Where would that dispute get resolved?

A. I don't know if it's a dispute that would get resolved. I think what the FCC said is that complaints could be lodged, and those carriers that felt that they were, that the rates were in violation of 201 and 202 could file the appropriate complaint with the Enforcement Bureau at the FCC.

Q. Okay. While we're in this neighborhood, let me just turn to Page .12.

A. Yes, sir.
Q. At line 1 through 3, I'm just going to read the sentence and tell me if I've read it wrong, "While Mr. Gillan claims that CLECs invest in 'billing systems, computer systems, offices and, perhaps most importantly, human capital,' such investment is easily terminated if business plans change." Do you see that?
A. Yes, sir.
Q. Aren't all investments easily terminated if business plans change?
A. Not necessarily.
Q. Okay. Is the investment, is investment potentially terminated if a company files bankruptcy?
A. Again, not necessarily.
Q. What do you mean?
A. AT&T purchased the assets of a company that went bankrupt and has redeployed those assets. So I don't think that the investment itself has gone away, it's just been redeployed. MCI did the same thing.
Q. Has the equipment been redeployed or has the investment been redeployed?
A. The investment in the equipment has

been redeployed.

Q. So if you're a stockholder in a company that went bankrupt, and the company liquidated, and the stockholders received nothing, and then the assets were purchased by another carrier, it's your contention that the investment by those stockholders continues?

A. That's probably more complex than I'm probably capable of answering. But let me answer it this way, the investment in the asset that occurs still continues because the asset is being redeployed by someone else.

Q. So when you talk about investment, is there any difference in your mind between the use of an asset and an investment in an asset?

A. Well, yes. I mean, you're purchasing the asset and then the asset is deployed, and in this case it was deployed once the company, in your example, went bankrupt, the asset was purchased and still deployed, still being used.

Q. And it doesn't matter if investors lose everything, their investment may continue?

A. The asset still continues, yes. Their investment, the investment that was made

in that asset continues.

Q. I guess I just don't understand. How does the investment continue? I understand the use of the asset continues, because somebody bought it, they're using the asset, that switch being, let's call it a switch, that switch is still being used. I understand that. I'm just trying to understand what you mean by when an investor makes an investment, the company liquidates, the investor gets nothing, the investor has no rights in the new company, how is it that their investment continues?

A. Their asset continues. And I just don't look at the stockholder as the investor. I'm looking at the investment in the asset. That's why I'm saying, I don't know if I'm qualified to figure out what happens when a stockholder loses their money.

Q. Who do you think of as the investor?

A. It could be the company buying itself, buying the asset out of its own funds, maybe it raises the funds by selling stocks or bonds, but this way out of my area of expertise.

Q. Did you ever study finance when you

got your MBA?

A. Yes. I had two courses in it about 25 years ago.

Q. Now, is it your view that a carrier, that a CLEC in particular, bankruptcy filing should affect whether they qualify for a trigger or not?

A. I think the FCC speaks to that in the TRO. It says you're not supposed to consider those things.

Q. Okay. You reference, I'll just read the next sentence on Page .12, line 3 that begins, "The FCC has recognized that a CLEC who invests in facilities, i.e. collocation space, transport facilities, etc., has made a commitment to provide service in a particular market by investing in network infrastructure." Is that a correct reading?

A. Yes.

Q. When you say the CLEC has made a commitment, is there any form of investment in Telecom that equates in your mind with making a commitment other than the purchase or lease of switching capacity, loops, or digital loop carrier equipment?

A. There may be others. I'm just referencing what I uncovered in looking at the Pricing Flexibility Order and what the FCC's opinion of investments versus UNE-P or resale. And these are some of the things that the FCC was talking about.

Q. Did the FCC use the term "made a commitment"?

A. I'll just have to go back and look. I don't remember exactly.

Q. Okay. Let's go on to Page .13. I'm sorry. I don't have anything on Page .13.

A. That was just a test to see if I could turn the page, right?

Q. There is a Page .13. I confirm that. You know, I think we can run through the rest of it pretty quickly. But, you know, I apologize, let me go back to your Direct, okay?

A. Yes, sir.

Q. I think we can try to do this in a way where I can take you through each of the questions I have by page number probably from here on out.

On Page .9 of your Direct, starting on line 14 there's a sentence, and you're

referencing Ms. Tipton's testimony. I'm going to go to line 16, you say, "because there are mass market customers in those areas actively being served by at least three (and often more) CLECs." As far as the meaning of the TRO, does the term, or the terms "customers actively being served" mean anything different to you than a CLEC is actively providing service?

A. The only guidance that's given in the TRO -- did somebody just add on?

MR. O'ROARK: This is De O'Roark with MCI.

THE WITNESS: De, this is John Ruscilli.

MR. O'ROARK: Hi, John, I was just on the Miller deposition. I gather that we're in a hiatus.

MR. LACKEY: No. We're an hour into this deposition.

MR. O'ROARK: I didn't mean to interrupt it.

MR. LACKEY: No, that's fine. There's no problem.

MR. O'ROARK: Okay.

MR. LACKEY: I'm just trying to stop

the Court Reporter from finding out what your favorite color is.

MR. O'ROARK: My apologies.

THE WITNESS: Bill, I forgot our question.

MR. MAGNESS: I understand. Okay.

Q. (By Mr. Magness) I'll just tell you why I'm interested in, the term "actively providing service, CLECs actively providing service," as I'm sure you know is used in the TRO, right?

A. Yes.

Q. Okay. In the trigger section, right?

A. Yes.

Q. And this said, you speak of mass market customers actively being served by CLECs. If a customer is actively being served by a CLEC, does that mean to you that that CLEC is actively providing service?

A. Yes.

Q. Okay. There's no difference in the use of those terms to you then?

A. What I was -- let me elaborate. What I was explaining here is, I was

representing that Ms. Tipton has done her study and her analysis and looked at the data, and has demonstrated that those CLECs are providing service to mass market customers in these particular areas. The guidance that the FCC has given, if I remember correctly on actively, was that the CLEC has not indicated that it plans to terminate service, if I am remembering correctly.

Q. I remember your testimony on that. I may talk to you about that a little bit. I was just curious about the wording, really.

Then you go on, you say in line 18 that, "Ms. Tipton has obtained this evidence from the CLECs themselves and from BellSouth's business records." Do you know what business records Ms. Tipton reviewed?

A. No, sir. You'll need to ask her.

Q. Okay. So you didn't review those records for your testimony?

A. No, sir.

Q. On Page .16, line 1, I believe you're quoting some AT&T testimony in this proceeding, and if you like, it carries over from the previous page if you need to put it in context,

and you quote the witness as saying that the State Commission should, "refrain from approving those processes until appropriate metrics have been developed and approved." Is that a correct reading of that?

A. Yes.

Q. Is it your understanding this is talking about hot cut, batch hot cut processes?

A. Yes.

Q. Now, doesn't the FCC rule reference the use of metrics of some sort to measure performance on hot cut?

A. Yes, it does. But what the FCC said with reference to hot cuts, in just general terms, is that the states have to approve and implement a process, and then it outlines in those rules a variety of things, one of which says, "may consider," I think, "metrics."

Q. So it's your view that that state process may or may not include performance metrics under the FCC rule?

A. I think so. I'd have to just go back and look at that rule specifically. But it's told that they have to do that within a nine-month period.

Q. Okay. All right. I'll ask you to go to your Rebuttal. I'm going to take you to your Rebuttal, Page .18, and are you there, sir?
A. Yes, sir.
Q. And you here began a quote which carries over on to Page .19, you're quoting footnote 1560 from the TRO; is that right?
A. Yes.
Q. And let me read you the first sentence of that footnote, you say, you didn't say that, the FCC says, "We recognize that when one or more of the three competitive providers is also self-deploying its own loops, this evidence may bear less heavily on the ability to use a self-deployed switch as a means of accessing the incumbent's loops." Have I read that correctly?
A. Yes.
Q. In your view does the State Commission have to use some sort of judgment in determining how more or less heavily that should bear on their trigger determination?
A. No.
Q. Okay. The next sentence says, "Nevertheless, the presence of three competitors

in a market using self-provisioned switching and loops, shows the feasibility of an entrant serving the mass market with its own facilities." So would you agree with me that that sentence says that if you're in a market, and you've got three providers who provide their own switching and loops, that that would satisfy the triggers?

A. Yes. If the other conditions of the triggers were met.

Q. Understood. Yes. What if there's only one provider that provides its own switching and loops, the others are different kinds of providers, does, then, the FCC have to determine how heavily to weigh the self-loop provider?

A. I don't know. I think you need to ask Ms. Tipton. She gets into this area a little bit more granular than I do.

Q. Okay. I'll do that. I never used the word granular before I got into Telecom. Now it pops up all the time.

I'm going to take you to Page .20. You're here, I believe, quarreling with Mr. Gillan about the trigger analysis. And you say

at Page .12, "By contrast the trigger tests, which are described some 40 pages later in the TRO, posit a set of bright-line rules that, if met, overcome this presumption of national impairment. The discussion in paragraph 438 of the TRO is neither a part of the triggers tests nor is it logically linked to the tests." Is that a correct reading?

A. Yes. It was actually line 12, you said Page .12.

Q. I apologize. That's Page .20, line 12, correct?

A. Yes, that's correct.

Q. When you say that it's 40 pages later in the TRO, do you believe that there's a proximity rule that we need to use in interpreting the TRO?

A. Not proximity within pages, but there certainly is within the context of the discussion, absolutely. At this point in time they're talking about their national impairment and some of the foundation for that. But when it got to the actual triggers itself, it got very, very clear, actually crystal clear on exactly what is required.

Q. Okay. Now, that was in a discussion of paragraph 438, I believe. Do you consider, and I have the TRO here with me and I'm happy to share my copy with you if you need to put it in context, do you consider paragraph 441 to be in the same neighborhood or section as paragraph 438? And I'll just show you. If we could share it, I'd appreciate it. That's the only copy I have.

A. Excuse me. I'm sorry.

Q. Counsel has provided you a copy of the TRO, right?

A. Yes.

Q. Okay. I'd ask you to look at 438, which is the paragraph you said was not related to triggers, okay. Now, if you flip a page over, you'll find paragraph 441, do you see where I am?

A. Yes. And actually what I -- and to answer your last question first, yes, they're both in the evidence of the switch deployment section of the TRO. And they were the part of the analysis that looks into the background. However, when you get to paragraph 498, and that's actually subtending paragraph 493 where it

talks about what the State Commissions' determinations are, then it gets very crystal clear on what the requirements are to make the finding of nonimpairment for switching.

Q. Okay. Well, in paragraph 441 the FCC gives us a footnote that's numbered 1354, and I'm going to read that to you, at least the first sentence of it. It's a rather long footnote.

MR. LACKEY: Wait until we catch up.

MR. MAGNESS: Sure.

Q. (By Mr. Magness) Do you have it there before you?

A. What was the footnote?

Q. I'm sorry, it's footnote 1354.

A. Yes.

Q. The first sentence says, "The dissent assertion that enterprise switches should be considered in our mass market triggers ignores the substantial differences between the switching serving the different markets." Is that a correct reading of the sentence?

A. Yes.

Q. So is it your contention that the FCC wasn't providing any guidance on how the

triggers should be applied when it said this about enterprise switches?

A. Right now it's just talking about what the dissent said with respect to enterprise switches. But it does provide guidance on switches that are used to serve enterprise-only customers, and that actually ends up being reflected in what the actual trigger test is, which says "switches," not enterprise or mass market switches, "switches being used to serve mass market customers."

Q. So it's your view that when the majority says that, "the dissent assertion that enterprise switches should be considered in our mass market triggers," isn't the majority giving us guidance that, because they won, enterprise switches should not be considered in their mass market triggers?

A. And that was, I don't think that's a fair characterization of the guidance the FCC is giving from this one quote.

Q. Why not?

A. Because if the FCC had said that enterprise switches should not be used, it would have reflected so both in the rules and in the

ordering paragraphs. But it did not. It only said "switches," and it had a couple of things that it said would be determinative of those switches. One is, are those switches being used to serve mass market customers. It didn't say are those enterprise switches, it didn't say are those local mass market switches, it said, "are those switches." The FCC gives a plethora of guidance on the fact that enterprise switches can be converted to serve mass market customers, enterprise switches may already be able to serve mass market customers. It doesn't give guidance to say that you have to exclude them. The only way you exclude the enterprise switch is if it's only serving enterprise customers.

Q. Isn't the argument you just made addressed at paragraph 441, the FCC says, "Additionally, the BOC's suggestion that our analysis should treat switches deployed to serve large enterprise customers exactly the same as those deployed to serve mass market customers ignores the substantial modifications and attendant costs necessary to serve mass market customers within an enterprise switch"?

A. They certainly begin the discussion

there with their comment, but as you proceed to the next, I don't know, 40, 60 paragraphs, you will see that they ultimately come around to the point that enterprise switches may, with some modification, be able to serve mass market customers, may in fact be capable of serving mass market customers already. And when they made the actual rule, and then the ordering paragraphs that support the rule are very clear, they didn't talk about enterprise switch, they didn't talk about mass market switch. They talked about switches serving mass market customers.

Q. And this question, whether they're capable or not, really goes to the potential deployment analysis as opposed to the trigger analysis, does it not?

A. The trigger analysis is very straightforward, it's: Are they serving them or are they not. When you get down into the potential, then you can look at things like that, yes.

Q. Like whether they're capable or not?

A. Yes. But it's two separate things. If the trigger is met, you don't go to step

two.

Q. Okay. Let's go to paragraph 508. Now, in paragraph 508, which appears on Page .322 of my copy, are we looking at the same thing?

A. Yes, we are.

Q. At the bottom of that page, I'm going to read you the beginning of the sentence, it says, "Although switches serving the enterprise market do not qualify for the triggers described above," do you find that persuasive guidance that enterprise, that switches serving the enterprise market do not qualify for the triggers?

A. No.

Q. Okay. All right. On --

A. You know, you skipped so many pages with writing on it, I'm getting scared to go to the hearing.

Q. We are now into the field of inquiries that is covered by the yellow stickers, Mr. Ruscilli. We are near the end of our day. I'm going to take you to Page .24, your Rebuttal, you are in contention with Dr. Bryant, I believe, an MCI witness. And let me

just read this for the record so it's clear, you say at line 22 on Page .24, "There is no mention in that statement of customer counts, hurdles, market shares or any other quantitative indicator of 'active' provision of service. The FCC is perfectly capable of making such quantitative requirements, but it did not."

Would you agree with me that the FCC asks states to make many of the quantitative determinations about impairment that it's decided not to make?

A. I would agree with you that the FCC gave quantitative numbers that should have been reached. With respect to mass market switching, it said three providers, so on and so forth, associated with the rules providing unaffiliated with each other, but it named three. It didn't give any sort of quantification on mass market customers. Could have done it, but it didn't do it.

Q. When they talked in the TRO about actively providing service, you know what I'm talking about, correct?

A. Yes.

Q. Well, let me ask a question about

the word "actively." Am I actively providing cross-examination services at the moment?

MR. LACKEY: Would it be inappropriate if I intervened and answered that?

THE WITNESS: That's why I'm biting my lip. Yes, you are actively cross-examining me at this moment.

Q. (By Mr. Magness) Okay. Is Mr. O'Roark?

A. Mr. O'Roark is actively participating in the cross-examination, but he's not actively cross-examining me at this point.

Q. Okay. Speaking of actively providing, I'm now on Page .25, you say that, "In footnote 1556 the FCC," I'm sorry, I didn't give you a line reference, it's line 2, "In footnote 1556, the FCC notes that 'actively providing' can be determined by reviewing whether the competitive switching provider has filed a notice to terminate service in the market." Is it your argument that that is the only determinant permitted of whether a carrier is actively providing?

A. It's the only guidance that the FCC has given that I have found.

Q. Okay. Do you know whether every CLEC that leaves a market files a notice to terminate?
A. I don't know what their requirements are in the Statute in Florida.
Q. Do you know what a notice to terminate is?
A. No. That's what I'm saying, I don't know what the requirements are.
Q. Do you know what the FCC means by, "a notice to terminate"?
A. My interpretation of what they meant in that particular footnote is that there's something that's filed somewhere that they're exiting the business.
Q. So in the only guidance they gave to the states, they reference something that you're not really sure what it is, right?
A. Just a notice to terminate. Again, I don't know what the Statute requirements are in the State of Florida for a CLEC exiting the business, whether it's a notice, it's a formal letter or an approval process.
Q. Okay. On Page .26, at line 10, in answering a question at line 11, I'm sorry, you

say The actual rules refer only to "local switches." When you refer to rules, do you mean the rules that are part of the TRO as we call it generally?

A. There's ordering clauses in the back of the TRO, but they use the same language also in the ordering paragraphs.

Q. All I'm asking right now is, what you mean by the rules is the 47CFR51.3 -- the rules that are in the back of the TRO, right?

A. Yes.

Q. Is that what you mean?

A. Yes.

Q. Okay. And is it your view that when you read an FCC Order you need to read the rules and the Order together, or is one more important than the other?

A. The rules, again, this might be requiring me to make a legal conclusion that I'm not qualified to make, but it would be my impression that the rules would speak for themselves. If the language of the rule is plain and unambiguous, you interpret the rule. And now we're going to get into the things of construction that I'm not a lawyer on, so I'll

just shut up.

Q. All I'm really asking is, when you talk a lot about the FCC Orders and rules, I'm just asking you as an analyst of these things how you treat them. I'm not asking you for a legal conclusion about what they ought to mean. Just when you look at them and think to yourself how this ought to be put together for testimony, is the way you described it the way you analyze it?

A. I look at the rules. If I'm uncertain with my understanding of the rules, sometimes I go back and read the language. The most important thing to me in reading an FCC rule are the ordering clauses and the discussion section, which is where they order in paragraphs.

Q. Okay. Down on Page .27, down at the bottom, line 22, "While the FCC has precluded the use of switches that serve only the enterprise market from qualifying for the triggers analysis, it is ludicrous to exclude as triggers candidates switches that serve both markets." Would it be ludicrous to include in the mass market analysis switches that only

served the enterprise market?

A. Would you run that by me one more time? I got lost.

Q. If you serve both enterprise and mass market, it is your contention that that switch should not be excluded from the mass market analysis, right?

A. That's correct. That's what the rule says, if the switch is serving mass market customers.

Q. Okay. If the switch only serves enterprise customers, then should it be excluded from the mass market trigger analysis?

A. If it's not serving mass market customers, it's not in that first step of the trigger analysis.

Q. So how do we tell if it is or not, what would you look at to figure out, is this an enterprise switch or a mass market switch?

A. I wouldn't look at it whether it was an enterprise switch or a mass market switch. In either case Ms. Tipton is the one that looks at that. But the way I would read the rule is, if the switch is serving mass market customers, it counts as a trigger.

Q. Okay.
A. Given the others things.
Q. How would you tell, how would you know whether it is or not? I guess I'm really asking you a data question. What data would you review to figure out if a switch is only serving enterprise customers?
A. Ms. Tipton is the one that you need to ask that question to. She's the one that did the data analysis on those switches.
Q. When you testify about this, what did you mean, how do you distinguish in your mind when you talk about switches that only serve the enterprise market? When you think of that term, what does it mean to you, what do you picture?
A. In my mind right now, the enterprise market prior to this proceeding is being defined as DS1 customers and above.
Q. And is that what you picture in your mind when you think about an enterprise-only switch?
A. At this point in time, until the cross-over point is being determined.
Q. So when you talk about it in your

testimony, an enterprise customer and an enterprise switch, you think of one that serves DS1 or above?

A. A cross-over and above actually.

Q. What does cross-over mean to you?

A. Defined by the FCC, it's a point between, it's a delineation point between mass market and enterprise customers.

Q. And since that hadn't been set yet in this proceeding, when you wrote the testimony, were you thinking in terms of your asserted cross-over or were you thinking in terms of DS1 and above as the cut off for enterprise?

A. On asserted cross-over, but you need to talk to Ms. Tipton on what she thinks.

Q. Fair enough. I will do that. If I could take you, I believe into your Surrebuttal, and at Page .3, I believe you're again talking about the triggers and the potential deployment test, and I'm going to paraphrase something that's at 7 through 9 just to move quicker. Tell me if I paraphrase it in a way that's misleading, okay?

A. Okay.

Q. You say, "application of the triggers tests," and then you go on to talk about potential deployment, "on which the TRO is crystal clear." Is that fair?

A. Yes.

Q. Okay. So you believe the application of the triggers test is crystal clear?

A. Yes.

Q. Could I ask you to look at paragraph 500?

A. Yes.

Q. I believe this is a paragraph that you quote at some point in your testimony, you can correct me if I'm wrong, but it discusses the financial wellbeing of a potential trigger candidate, does it not?

A. Yes.

Q. Is this one you quoted, do you remember?

A. It probably is in my testimony. I don't remember specifically.

Q. So paragraph 500 tells us at the beginning, "For the purposes of these triggers, we find that states shall not evaluate any other

factors such as the financial stability or wellbeing of competitive switching providers." And then the last sentence of that paragraph says, "The key consideration to be examined by State Commissions is whether the providers are currently offering and able to provide service and are likely to continue to do so." Is that a correct reading?

A. Yes.

Q. How is it we're going to find out if a carrier is likely to continue to provide mass market services so we could validate that it's likely to continue to do so?

A. It says so on the footnote 1556.

Q. So you're saying that's the only way?

A. It's the only guidance that the FCC has given.

Q. And that's that notice of termination that we don't really know what it is, right?

A. That's the notice of termination that I don't know what the rules require in the State of Florida.

Q. But you believe that notice of termination, they mean a regulatory notice?

A. I don't know what they mean.
Q. Okay. It could be a, it doesn't have to be a public notice, it could be a notice, a private notice of some sort, a notice under financial covenants as far as we know, right?
A. I don't know one way or the other.
Q. Okay. And you believe that paragraph is crystal clear?
A. I believe this whole section on triggers is crystal clear.
Q. Okay. On Page .4 of the Surrebuttal, I'm going to take you down to where you have the underlined provisions?
A. Yes.
Q. And you're quoting from the FCC Brief to the DC Circuit, you say, "In making certain national findings of impairment, the Commission also recognized that the record before it was not sufficiently detailed to support the nuanced decision-making that USTA required." Is that a correct reading of that quote?
A. Yes.
Q. When the Commission, the FCC Commission had its record before it, did that

record include the number of switches that had been deployed in Florida?

A. Yes. That was in the UNE fact record.

Q. Did it have the number of collocations that had been deployed?

A. Yes, I think that was also in the UNE fact report.

Q. And what other information are you familiar with that was in this UNE fact report that you referenced?

A. It had number of circuit switches, number of packet switches, number of wireless carriers, could be some others, I just don't remember.

Q. So those things were all in the record before the FCC, were they not?

A. Yes.

Q. So that data is not enough to make the determination that the FCC is now requiring of the states, correct?

A. That data was not enough for the FCC to make the more nuanced determination based on the USTA Order, which said they needed to look at some sort of geographic specificity. And

that's where it gave guidance to the state, gave precise guidelines to the states, and they said, you need to look at this based on your own knowledge of the geographic markets, etc.

Q. In your view if the exact data was before a state that was before the FCC, would there be a requirement for no more for the state to make its decisions --

A. I think if these guidelines -- let me start again. I think if the data that we have supplied in this case were before the FCC, they would determine that CLECs are not impaired in the markets that we've indicated based on what they have written in their TRO.

Q. Okay. I'd like you to look at the FCC rules that we were talking about earlier, and I'm going to take you to, oh, on the copy I'm looking at, the FCC TRO, it's Page .22 of the rules, and that would be, I always have a hard time with this, I believe it's 51.319D2(iii)(b)(4) --

A. I don't know if we're at the same place.

Q. Multi line DSO end users. And that's DS0 when we say that, all caps DS, then

just zero. I'll give you a chance to read that rule. Let me know when you've read that multi line DS0 end users part, okay?

A. Yes, sir, I've read it.

Q. Have you reviewed this rule before?

A. Yes, sir.

Q. Did you review it in preparing your testimony?

A. Yes.

Q. Could you point out to me in this rule where it establishes a default delineation for the multi line DS0 end user cut-over?

A. It doesn't in this rule. It establishes a presumptive one in the Order itself.

Q. Do you find this rule ambiguous?

A. It's -- well, no. I understand what the rule is requiring the states to determine. It's setting out a default guideline, though, in the Order.

Q. Okay. So if you just read the rule, you'd never know that, would you?

A. That's true.

Q. Doesn't this rule require the states to undertake a particular kind of analysis?

A. It should take into account the point, yes.
Q. Where it says, "It shall take into account," right?
A. Yes.
Q. So in establishing a cut-off, the State Commission is to do a form of calculation that's been further described in the rule, right?
A. Well, actually, yes. It's in the rule, and then when you go back and look at the Order, it says, "It may take into consideration cross-over point."
Q. Okay. Well, if you were just using the rule, how would you justify going to a default without doing the calculation?
A. BellSouth accepted the default that the FCC set forth, because in the rule it says that if the states were to come back with something other than the default, it would have to have significant evidence to support it.
Q. Did it say that in the rule?
A. I'm sorry, in the Order.
Q. We'll go to the Order. Don't worry. I'm not going to leave you hanging on the rule.

But just in the rule, there's no reference to the default, correct?

A. Correct.

Q. Okay. And is there anything that excuses a State Commission from conducting the analysis that's required in the rule?

A. No. The state has to determine the cross-over part.

Q. Okay. And in doing that --

A. Hang on.

Q. I'm sorry.

A. Let me go back. Yes. "The state shall determine what the cut-off point is and then take into account the economic or the revenue analysis."

Q. So they need to look at the point at which the increased revenue opportunity at a single location is sufficient to overcome impairment, and they need to look at the point at which multi line end users could be served in an economic fashion by higher-capacity loops and a carrier's own switch, and must be considered part of the DS1 enterprise market?

A. Well, "That's what they shall take into account." I'm not sure exactly what "into

account" means.

Q. Well, maybe it means, from the sentence prior, "The State Commission shall establish a maximum number of DS0 loops for each geographic market," is that what they should be doing?

A. No. That sentence means what it means. When it says, "It should take into account," I don't know what the phrase, "take into account" means. Then when you go back and look at the Order in, the paragraph in the Order, then it talks about that it may consider the cross-over point that's talked about also here in this rule.

Q. Okay. So in establishing the cross-over point that you real to us in your surrebuttal, you didn't rely on the calculation that is mandated in this rule, right?

A. No, we accepted the FCC's default.

Q. Okay. Well, let's go back to the Order, and I believe it's paragraph 497 where we probably want to look, and that shows up on Page .316 of the TRO. This is the point where they discuss the cut-over calculation, correct?

A. Yes.

Q. Okay. And I believe our whole debate here about this, what you call a default, correct me if I'm wrong, it appears to be focused on the last sentence, last full sentence on Page .316, which continues over to Page .317, right?

A. Well, I would say the last two sentences on 316.

Q. The last two sentences.

A. The one that starts with, "This cross-over point may be the point where it makes economic sense for a multi-line customer," so on and so forth.

Q. Okay. Then the next sentence says, "We expect that in those areas where the switching carve-out was applicable (i.e. densities zoned 1 and top 50 MSAs), the appropriate cut-off will be four lines absent significant evidence to the contrary"?

A. Yes.

Q. When they say, "switching carve-out," what does that mean to you?

A. That's where they're referring back to the UNE Remand Order where they made a determination that switching for customers that

were four lines and above, and the top 50 MSAs zone 1 density wire centers would be not allowed to purchase switching at TELRIC rate and would be priced in the market rate.

Q. Were there certain conditions that an incumbent had to undertake in order to take advantage of that switching carve-out?

A. Aside from the ones that I just mentioned in zone 1, in density zone 1, MSA, I think they had to be providing EELs.

Q. Okay. Is it your position that that switching carve-out was in effect for BellSouth in Florida?

A. I believe it was, yes. We had top 50, we got certain from the top 50 in the phase, we have zone 1's there.

Q. But had you implemented the EEL requirement?

A. I don't remember. I don't recall. I think we did, but I don't know.

Q. Okay. Did you actually carve-out the provision of local switching in those top 50 MSA wire centers?

A. Yes. I know we did in Atlanta. I'll have to go back and look at Florida and

see what we did.

Q. Okay. So where it says, "We expect in those areas where the switching carve-out was applicable, the appropriate cut-off will be four lines absent significant evidence to the contrary." Now, the FCC seems to be saying where it was applicable. Wasn't the carve-out vacated by the USTA decision?

A. I don't know. I don't know if it was or wasn't.

Q. Do you know whether when the TRO was written the carve-out was part of the applicable law of the land or not?

A. I don't know the time here.

Q. You quote the USTA decision a fair amount in your testimony, don't you?

A. Yes.

Q. Did you not read the part that had to do with the switching carve-out?

A. I know I read it. I just don't know the timing of the events, whether or not it's in effect or not in effect right now.

Q. Did BellSouth advocate that it be struck down?

A. I don't recall.

Q. Okay. And you don't know what the Court did?
A. No. It's too much information in my head right now.
Q. Okay. So what if the switching carve-out was applicable, the cut-off will be four lines, so that means, at most, in the density zone 1 top 50 MSAs, right?
A. Yes.
Q. Now, aren't you suggesting a carve-out at that level for the entire state?
A. Yes.
Q. Okay. So how does that comply with this saying that where it was applicable the appropriate cut-off will be?
A. Because I don't see where the variation is going to be if the cross-over is at four, which the FCC determined in its expert opinion in Miami, in zone 1, I don't see why it would be any different in Fort Lauderdale or Orlando or Tampa.
Q. But when you say "the FCC in its expert opinion," do you mean in the UNE Remand Order?
A. Yes.

Q. But wasn't the applicability of that carve-out conditioned on the ILEC implementing the EEL requirement?
A. Yes.
Q. Wasn't it something of a trade off?
A. I don't know if it's a trade off, it was conditioned on that among other things, yes.
Q. So it was kind of a deal that if you do the EELs, then you can have the carve-out for switching, is that a fair shorthand summary?
A. I wouldn't call it a deal. I think that was a requirement.
Q. Oh, certainly. I don't mean to suggest it was a backroom deal. I just mean the regulatory provision provided that if an ILEC provided the EELs as required, then local switching would not be required to be available in those areas?
A. Right.
Q. Is that a fair summary?
A. I think so, yes.
Q. So would it be fair to say that where it was applicable means just those places

where the ILEC did the EELs and put the carve-out in place, that's the area where we should be thinking about applying the old rule again?

A. That's where the old rule applies, but again, the cross-over point, which is what is at hand here in the discussion, I don't see how the cross-over that was determined to be four in these particular areas is going to vary in other areas of the state that are not density zone 1 wire centers in the top 50 MSAs.

Q. Don't you need to do the math that the FCC asked the Commissions to do in the rule in order to figure that out?

A. Again, I think the FCC said, "They shall take it into account," whatever that means. Didn't say you must determine, you know, a precise mathematical calculation. And there's your answer, it said, "shall take it into account."

Q. Didn't the FCC require that every state's got to make a finding as to whether the carve-out was in effect or not --

A. Yes. I'm sorry. I answered your question too quick. The FCC made a finding in

the TRO that you have to determine a cut-off point.

Q. Okay. But let me show you paragraph, I'm sorry, we're still in paragraph 497, there's a footnote 1545, do you see that? I'll let you read the whole thing.

A. I'm sorry, 1545?

Q. 1545, yes, Page .317.

A. Thank you.

Q. Since we're going to talk about it, let me just read it, "Because the previous carve-out only applied where 'new EELs," and we spell that capital E, capital E, capital E, little S, "were made available, and because this Commission allowed State Commissions to require switching to be unbundled even in areas where the carve-out test was met, it appears that the four-line carve-out was adhered to in very few areas in the country." And they cite SBC reply at 30. They cite BellSouth, capital E, capital E -- excuse me, NERA, Capital N, capital E, capital R, capital A, reply, capital D-E-C-L period, at 51-52 period. "As part of their analysis we expect states to make a finding of whether or not the carve-out was in effect." I

read that accurately?
A. Yes.
Q. Okay. Not very well, but accurately. So would you agree with me that the states are expected by the FCCC to make a finding whether or not the carve-out was in effect in their state?
A. That's what it says.
Q. What should that finding be for Florida?
A. Again, I don't know what, whether or not we were providing new EELs in Florida or not. I just don't recall off the top of my head.
Q. Wouldn't the question of whether or not it was in effect have something to do about whether or not the carve-out was applicable and, therefore, have any relevance?
A. I don't understand your question.
Q. Okay. I'm sorry. Let me try again. Paragraph 497 in the text limits this issue to those areas where the switching carve-out was applicable, are you with me?
A. Yes.
Q. And then they say that the states

need to make a finding whether the switching carve-out was in effect?

A. Yes.

Q. Okay. So the text only applies in the places where the switching carve-out was actually operational?

A. Yes, it does. But, again, my point is still the same. If you're going to take into account what the economic cross-over point would be, it's not going to really matter if it's in effect. Let's assume it's in effect in Miami, it's not going to matter if it was four in Miami, it's not going to make a difference if you're in Tampa. It's still the same economic cross-over point.

Q. So would it be fair to say that where it was applicable means just those places where the ILEC did the EELs, and put the carve-out in place, that is the area where we should be thinking about applying the old rule again?

A. That is where the old rule applies, but, again, the cross-over point, which is what is at discussion, at hand here in the discussion, I don't see how the cross-over that

was determined to be four in these particular areas is going to vary in other areas of the state that are not density zoned or one-wire centers in the top 50 MSAs.

Q. Don't you need to do the math the FCC asked the Commissions to do in the rule in order to figure that out?

A. Again, I think the FCC said they shall take into account, whatever that means. Didn't say you must determine, you know, a precise mathematical calculation, and there is your answer. It said shall take into account.

Q. Didn't the FCC require that every state's got to make a finding as to whether the carve-out was in effect or not --

A. Yes. I'm sorry, I answered your question too quick. The FCC made a finding and a TRO that you have to determine a cut-off point.

Q. Okay. But let me show you paragraph, I'm sorry, we're still in paragraph 497, there is a footnote 1545, do you see that? I'll let you read the whole thing.

A. I'm sorry, 1545?

Q. 1545, yes, page .317.

A. Thank you.
Q. Since we're going to talk about it let me just read it, because the previous carve-out only applied where, quote, unquote, new EELs, and we spell that capital E, capital E, capital E, little S, were made available, and because this Commission allowed State Commissions to require switching to be unbundled even in areas where the carve-out test was met, it appears that the four-line carve-out was adhered to in very few areas in the country, and they cite SBC reply at 30, they cite BellSouth, capital E, capital E -- excuse me -- NERA, Capital N, capital E, capital R, capital A, reply capital D-E-C-L, period, at 51-52 period. As part of their analysis we expect states to make a finding of whether or not the carve-out was in effect. I read that accurately?
A. Yes.
Q. Okay. Not very well, but accurately. So would you agree with me that the states are expected by the FCC to make a finding whether or not the carve-out was in effect in their state?
A. That is what it says.

Q. What should that finding be for Florida?
A. Again, I don't know what, whether or not we were providing new EELs in Florida or not. I just don't recall off the top of my head.
Q. Wouldn't the question of whether or not it was in effect have something to do about whether or not the carve-out was applicable and, therefore, have any relevance?
A. I don't understand your question.
Q. Okay. I'm sorry. Let me try again. Paragraph 497 in the text limits this issue to those areas where the switching carve-out was applicable, are you with me?
A. Yes.
Q. And then they say that the states need to make a finding whether the switching carve-out was in effect?
A. Yes.
Q. Okay. So the text only applies in the places where the switching carve-out was actually operational?
A. Yes. It does, but again, my point is still the same. If you are going to take

into account what the economic cross-over point would be, it's not going to really matter if it's in effect. Then let's assume it's in effect in Miami, it's not going to matter if it was four in Miami, it's not going to make a difference if you're in Tampa. It's still the same economic cross-over point.

Q. Okay. Well, I'm trying to understand why you recommended this. Did you recommend it because the FCC offered a default value that states were authorized to adopt, or are you recommending it because you think that it worked in the UNE Remand Order if you did the EELs and so it might ought to work in other places, is it the -- is it your testimony that there is a default value the FCC offered states to use?

A. Yes.

Q. Okay. And tell me where it says that?

A. Here.

Q. Where does it say default?

A. It doesn't say the word default, it says that they expect it to be that.

Q. But then they go on to tell them to

do the math, don't they? You are reading a sentence that says, "We are not persuaded based on this record that we should alter the Commission's previous determinations on this point," right?

A. Where are you reading?

Q. I'm on page .497, same two or three sentences.

A. I'm sorry.

Q. And then there is that footnote 1545, that we just read, that's where you're supposed to make a finding as to whether or not it was in effect, right?

A. Right.

Q. You haven't provided any testimony or any evidence about whether or not it was in effect in Florida, have you?

A. No, I have not.

Q. Okay.

A. In my file testimony I have not.

Q. You don't have an informed view on that either, do you?

A. I just don't recall at this point in time.

Q. Have you forgotten, or did you ever

know?

A. I knew. I just forgot. I've been in Florida a long time.

Q. Okay. Then it says, "accordingly, we authorize the states within nine months of the effective date of this Order to determine the appropriate cross-over point"?

A. Yes.

Q. Now, I read the last sentence, and there is a footnote that says, Commissioner Abernathy claims that our decision not to preserve the Commission's, I'm sorry, not to preserve the previous Commission's four line carve-out represents a, quote, potentially massive expansion, unquote, of unbundled switching. And then they go on about the business of arguing with each other, as they do in many footnotes.

Isn't it pretty clear from the text and the footnote the Commission's, FCC Commission's intention wasn't to preserve the four line carve-out?

A. I wouldn't say that it's not their intention to preserve it. I think what they are saying is, if there is significant evidence

to the contrary, it can be presented and changed.

Q. And the way you figure that out is to do the math that is required in the rule, right?

A. The way you can figure that out is you can take into account the math. The rule says, I'm sorry, that the rule says you shall take into account.

Q. How else would you figure it out without doing the calculation that's in the rule?

A. Well, I think there could be a variety of tests. As an example, would you call a mass market customer someone who has 20 lines in a residential home? A residential home - it could be subjective is my point. Besides quantitative it could be a subjective or qualitative analysis.

Q. Did you undertake a subjective or qualitative analysis?

A. I did when I looked at the cross-over of being four. It doesn't make sense when you look at the text of what defines the mass market customer because mass market has

evolved into this very small business, and residential customers that have similar characteristics, while it would be unusual for residential customers to have five, six or seven lines at their house, so -- most residential customers have one or two or three, at best, there may be some that have four. So it seems logical from a qualitative perspective that the cross-over should be there.

Q. From a qualitative perspective do we need to examine every customer in Florida to kind of figure it out, or did you just have some ideas about what made sense as to what a residential customer has or what a business customer has and that is how you came to four? How did you get to four based on that qualitative analysis?

A. Qualitative analysis by definition couldn't consider every customer in the State of Florida one at a time to see what they would have. That would become a quantitative analysis. Qualitative analysis is just looking at the subjective nature of what is out there.

Q. Is that any different than a guess?

A. No, it's an educated analysis. You

use qualitative and quantitative research whenever you do something. The qualitative portion of it is, does it make sense.

Q. And what source, what sources did you consult to educate yourself on this particular question?

A. Looking at residential lines that we have in place, and how many customers have second lines, how many customers have one line, those kind of things.

Q. And you conducted that sort of analysis when you were preparing your Surrebuttal?

A. It was my thought process, yes.

Q. But did you look at any of that data?

A. I've looked at data in the past, yes.

Q. But did you look at it when you were preparing this analysis?

A. No, I did not.

Q. Okay. Did you start with the conclusion that four lines is the right answer?

A. No. Just took a conservative approach.

Q. Well, you said that in your testimony in your Surrebuttal at page .8, line 7, you say, "As described in my direct testimony," and you quote page .8 of your direct testimony too, "BellSouth has accepted the FCC default delineation that customers with three or fewer CLEC DS0 lines serving them should be deemed 'mass market." I mean, wasn't it your testimony that you accepted an FCC delineation, and that was how you came to four?

A. That is what -- yes, my testimony says accept the FCC default delineation, but again, it comports with the qualitative analysis that those customers are a very, various small business and residential have similar characteristics about that size.

Q. Okay. Was there anywhere in your Direct or in your Surrebuttal, or in your Rebuttal, for that matter, where you described this qualitative analysis that you undertook?

A. No, sir.

Q. Can you tell me when you completed it?

A. Again, it wasn't a study, it was just an analysis of my mindset when we were

preparing the testimony.

Q. Did you write any of it down?

A. No.

Q. So the entire basis of your testimony, let me just be clear, is, one, a belief that there is a default delineation, correct?

A. The FCC has established a default delineation, yes.

Q. And you base that -- wait, I'll stop. I'll withdraw that.

And number two, a qualitative analysis that was never written down?

A. Yes.

Q. Okay. And if you -- in your review of the TRO, is there anything else that you are aware of as BellSouth's witness on this issue that the TRO has to say about this default that you claim exists other than in these sentences and footnotes in paragraph 497?

A. Other than when it gets into this discussion of the typical characteristics of mass market customers, defined as residential and very small customers that use, do not use complex data services, things like that. Other than

that, no.

Q. Okay. Where does it relate that to the analysis you should undertake under paragraph 497?

A. It doesn't. It was part of my qualitative assessment.

Q. Okay. So all the references to the carve-out and its applicability, if we wanted to look for them, we'd find them right here in paragraph 497 in the accompanying footnotes, right?

A. No, I said earlier, and I don't remember the paragraph, but in the TRO when it talks about mass market it gives a definition, that would be considered.

Q. So when it defines the mass market, does it say anything about how to calculate the cut-off? I'm happy to look at it.

A. No. I'm sorry. I'm not talking about the cut-off. I'm talking about the qualitative side of it. I'm talking about, are these customers similar in nature. It doesn't talk about a cut-off.

Q. But the whole analysis is about a cut-off, isn't it?

A. Yes. The requirement is to determine the cut-off.
Q. Yes.
A. Yes.
Q. Okay.
A. I'm telling you why I accepted the FCC's default.
MR. MAGNESS: That is all the questions I have.
THE WITNESS: Okay.
MR. LACKEY: You want to break, do you want to see what the others have? Matt, are you going to have any questions.
MR. SEIL: I have about five minutes of questions.
MR. LACKEY: How about you, Susan?
MS. MASTERTON: No, I don't have any.
MR. LACKEY: How about you, De?
MR. O'ROARK: No questions for MCI.
MR. SEIL: If you wouldn't mind, could I take a quick break. I don't know whether or not the Court Reporter needs a break, but I could sure use a bathroom break.
MR. LACKEY: Five minutes of

questions could take a half an hour after a bathroom break.

(WHEREUPON, a brief recess was taken)

EXAMINATION

BY-MR.SEIL:

Q. This is Matt Seil with FDN Communications. I just want to focus just a few questions on page .17 of Surrebuttal if you have it in front of you, please.

A. Yes, sir.

Q. The first part of that answer to the question, "is a cost study relevant to this proceeding," you say no. Are you aware that Verizon has submitted a cost study as part of its file in this proceeding.

A. No, I'm not.

Q. If Verizon did file a cost study, would you think that cost study would also be irrelevant?

A. I don't know. It depends on the basis of why they filed the cost study. They may not have a TELRIC approved batch hot-cut rate.

Q. So you're suggesting that costs are relevant in determining a batch hot-cut rate?

A. The TELRIC costs are, yes, and I don't know whether or not Verizon has a TELRIC rated hot-cut rate or not. If they don't have one, it may be relevant.

Q. I want to make sure I understand what you are saying. So a cost study for batch cut rates is relevant in your opinion, is that correct or incorrect?

A. Well, no. A cost study for hot-cut rates is relevant. It's relevant if you got a TELRIC-priced service, which we do. What I'm saying with respect to Verizon is I don't know whether or not they have TELRIC rates or not.

Q. Well, let's exclude Verizon, the Verizon aspect of this for the time being. You say a cost study is not relevant there on page .17, line 9. What did you mean by that statement?

A. Is that we already have TELRIC based rates for our hot-cut process.

Q. Okay. Is that the end of your answer?

A. Yes.

Q. So you are saying that a cost study for hot-cut rates, if hot-cut rates are already

established based on TELRIC, is irrelevant?
A. Yes. If you have hot-cut rates that are TELRIC based, it's not required.
Q. All right. But is a cost study for a batch cut rate required if the Commission chooses to establish batch cut rates?
A. I don't know that a separate cost study is required to be filed, no. You already have an approved methodology for a cost study by the Commission, and approved based on your hot cut, and we just redid it and came up with a rate.
Q. You redid it based on what your estimated batch cut costs were?
A. Yes. I'm sorry, Matt, go ahead and finish.
Q. I was finished. You estimated it based on what you believe the batch cut costs were?
A. Yes, I did not do the study. But the cost study used the same methodology and the same inputs and looked at the efficiencies associated with doing those things in batch or in bulk, and the costs that would be included with project management.

Q. Okay. And you said you didn't do the study?
A. No, sir, I did not.
Q. Specifically on, I want to ask some questions relative to some of the statements here on page .17. On line 10 you say, model with the inputs BellSouth contends are correct, are those the inputs that BellSouth proposed originally in the UNE price setting case or some other inputs?
A. Those are the inputs that we used when we made our filing in the UNE case that BellSouth used.
Q. On the next line, excuse me, at the end of line 10 you begin, "The estimated costs for the batch cut process were less than the original file costs." When you say the estimated costs, how much were those costs?
A. I don't know what those costs were precisely.
Q. When you say at the end of line 11, "original filed costs," are you again referring to what BellSouth filed in the UNE proceeding?
A. Yes.
Q. Okay. You say on line 12, "they

were still higher than the ordered loop rates, how much higher?

A. I don't recall off the top of my head. I'd have to go back and look at my notes, but they were higher.

Q. On line 15 you say, toward the end, "applied to BellSouth filed costs," you're again referring to the filed costs in the UNE proceeding, correct?

A. Yes.

Q. At the end of line 17, excuse me, end of line 16, going to the end of line 17, you say, "established the individual hot-cut rate to the estimated batch hot-cut rates." At the end of that sentence, line 17, where you say "rates," did you mean costs instead of rates, or did you mean rates?

A. I think --

Q. Probably a clarification question, whether or not you used the wrong word.

A. Sort of yes and no. How is that for a clarification answer.

Q. You are not helping me, Mr. Ruscilli.

A. When you --

Q. Go ahead, please.

A. Yes, I'm sorry.

Q. When you said yes and no, what did you mean?

A. When you provide elements that are TELRIC priced, the rate is, in fact, the TELRIC cost. So with respect to TELRIC it's synonymous.

Q. Are you saying rates and costs are synonymous under TELRIC?

A. Under TELRIC, yes.

Q. You agree, or do you agree or disagree that the batch process established by the Commission, approved by the Commission, that is, the Commission is required under the TRO to establish batch rates?

A. I agree that the Commission is required to establish a batch hot-cut process and establish rates for those, yes.

Q. Are you familiar with the concept of related PON, or R-PON?

A. No, sir, I'm not.

Q. Ordering vehicle, or should I ask Mr. Ainsworth those sorts of questions?

A. Mr. Ainsworth. I don't know what

those words mean.

Q. If I had any questions regarding order coordination time-specific in a batch process, would you be able to answer those, or would you refer those to Mr. Ainsworth?

A. Mr. Ainsworth.

Q. Order coordination charges are not covered by this 10 percent discount that you refer to on line 18; is that right?

A. What we did is we took the 10 percent discount and applied it just to the non-recurring of the loop in question. But if you look at our proposed batch hot-cut rates, you'll see that there is an order coordination charge that in, for the additional loop is lower.

Q. Where are those rates that you are referring to?

A. I'm looking now at AT&T's third interrogatories corrected, attachment to item number 135.

Q. This is a BellSouth response to AT&T Interrogatory 135?

A. Yes, sir.

Q. You'll have to forgive me if I

haven't looked through every last one of them. Sorry.

A. No, that is okay, sir.

MR. LACKEY: There is going to be a test.

MR. SEIL: Those are all the questions that I have. Thank you, Mr. Ruscilli?

THE WITNESS: Thank you, sir.

MR. LACKEY: Okay.

(WHEREUPON, deposition concluded at 5:40 p.m.)

STATE OF GEORGIA:

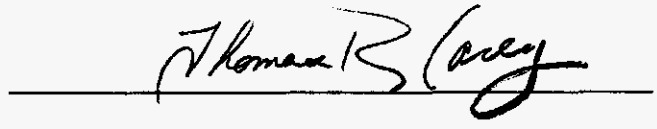
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was reported, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the employ of counsel for any of said parties; nor am I in anyway interested in the result of said case.

Disclosure Pursuant to Article 8(B) of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:

I am a Georgia Certified Court Reporter, here as a representative of Alexander Gallo & Associates, Inc., to report the foregoing matter. Alexander Gallo & Associates, Inc., is not taking this deposition under any contract that is prohibited by O.C.G.A. 5-14-37 (a) and (b).

Alexander Gallo & Associates, Inc., will be charging its usual and customary rates for this transcript.



THOMAS R. CAREY, CCR-B-1715

Notary Expires: March 30, 2006

CAPTION

The Deposition of John A. Ruscilli, taken in the matter, on the date, and at the time and place set out on the title page hereof.

It was requested that the deposition be taken by the reporter and that same be reduced to typewritten form.

It was agreed by and between counsel and the parties that the Deponent will read and sign the transcript of said deposition.

CERTIFICATE

STATE OF :

COUNTY/CITY OF :

Before me, this day, personally appeared, John A. Ruscilli, who, being duly sworn, states that the foregoing transcript of his/her Deposition, taken in the matter, on the date, and at the time and place set out on the title page hereof, constitutes a true and accurate transcript of said deposition.

John A. Ruscilli

SUBSCRIBED and SWORN to before me this day of , 2004 in the jurisdiction aforesaid.

My Commission Expires Notary Public

Errata for
John A. Ruscilli Testimony
Filed in Florida Docket No. 030851-TP

Direct – filed 12/4/03

1. On page 4, line 18, insert the words "that are unaffiliated with each other or the ILEC" after the word "customers".

2. On page 4, line 20, insert the words "unaffiliated with each other or the ILEC" after the word CLECs.

3. On page 5, line 13, delete the word "approving" and insert "to approve and implement" before "such a batch process."

4. On page 5, line 22, change "phases" to "phrases"

5. On page 17, line 15, insert "In paragraph 423, the FCC ordered 'specifically, we ask the state commissions, within nine months of the effective date of this Order, to approve and implement a batch cut migration process – a seamless, low-cost process for transferring large volumes of mass market customers – or to issue detailed findings that a batch cut process is unnecessary in a particular market because incumbent LEC hot cut processes do not give rise to impairment in that market.' Further in paragraph 474, …"

6. On page 23, line 16, change "500" to "200".

Rebuttal – filed 1/7/04

1. On page 25, line 12, delete "40" and insert "20-21".

2. On page 32, line 18, delete "$5.00" and replace it with "$2.50".

3. On page 35, line 5, add an end quotation at the end of the line, reading "media.'"

Surrebuttal – filed 1/28/04

1. On page 6, line 25, insert "Direct" after "Bryant".

EXHIBIT NO. 55

DOCKET NO.: 030851-TP

WITNESS:

PARTY: AT&T Noticed Deposition Transcripts – Stipulated Exhibit

DESCRIPTION:

1. Deposition Transcript of BellSouth witness Dr. Debra Aron.

PROFFERING PARTY: AT&T

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030851-TP EXHIBIT NO. 55
COMPANY/ Deposition of Debra Aron
WITNESS. Dated 02/19/04
DATE: 02-24-28/04

COPY OF TRANSCRIPT

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
Docket No. 030851-TP

IN RE: IMPLEMENTATION OF REQUIREMENTS ARISING FROM FEDERAL COMMUNICATIONS COMMISSION TRIENNIAL UNE REVIEW: LOCAL CIRCUIT SWITCHING FOR MASS MARKET CUSTOMERS

TELEPHONIC DEPOSITION OF

DEBRA J. ARON

February 19, 2004
10:15 a.m.

Suite 4300
675 West Peachtree Street
Atlanta, Georgia

Anthony D. Lorenz, CCR-B-2022, RMR-CRR

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Telephonic Deposition of Debra J. Aron

February 19, 2004

DEBRA J. ARON, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY-MS.AZORSKY:

Q. This is Tammy Azorsky, for AT&T.

Dr. Aron, please state your full name and address for the record.

A. Debra J. Aron, A-R-O-N. My address is 1603 Orrington Avenue, Suite 1500, Evanston, Illinois 60201.

Q. Thank you. Dr. Aron, you've consulted on numerous occasions for the telecom industry on issues such as competition, costing, pricing, and regulation; is that correct?

A. Yes, it is.

Q. Has any of that consulting been for competitive local exchange carriers in the United States?

A. I have to think about that. I have certainly consulted for wireless carriers which compete with local carriers in the local market. I have been involved with traditional CLECs in

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litigation matters, so I would say yes, I have.

Q. What kind of litigation matters have you been -- in what kind of litigation matters have you worked for competitive local exchange carriers?

A. On contract disputes.

Q. Contract disputes with what kind of entities?

A. Traditional CLECs.

Q. So traditional CLECs and contract disputes with other traditional CLECs?

A. With -- the case in particular that I'm thinking of was with an ILEC.

Q. So it was only one case?

A. It's only one case that I'm thinking of, as I sit here.

Q. Without revealing any confidential information, can you give me an idea of the nature of the dispute?

A. It had to do with a CLEC that was alleging that an ILEC had interfered with the CLEC's relationships with an intellectual property associated with its employees.

Q. So was it in the nature of an employee going from one company to another

company dispute?

A. Yes.

Q. When was it?

A. It was several years ago.

Q. More than five?

A. I'm sorry.

Q. More than five years ago?

A. It was after the passage of the Telecommunications Act, so it was probably in the '97 time frame.

Q. Okay. Thank you.

You also say, in your direct testimony, that you have testified in state regulatory proceedings. Have you ever testified in a state regulatory proceeding, before a state public utility Commission, on behalf of a traditional competitive local exchange carrier?

A. No. I don't believe so.

Q. You reference, in your direct testimony, an FCC affidavit -- or affidavits -- that you prepared, focused specifically on the economic meaning of the necessary and impair standards for determining which elements should be required to be unbundled under the Telecommunications Act of 1996.

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What was the specious of that affidavit?

A. That was in the UNE remand proceeding -- what we refer to, in the industry, as the UNE remand proceeding.

And the point of that affidavit was that in order to assess impairment, one has to assess whether a CLEC could -- essentially what we're saying today -- could make a positive business case, or could profitably enter a market without access to the element at issue.

Q. Did you present, in that affidavit, the factors that should be considered in making such an analysis?

A. I believe that we generally did. I'd have to go back and review it, to recall exactly what we included in there.

Q. On behalf of which entity did you submit that affidavit?

A. I believe it was Ameritech. It could have been FCC. But it would indicate that, I believe, in my CV.

Q. If I understand your testimony correctly, you have identified three factors that should be considered for a potential deployment

analysis. Those three factors being evidence of actual deployment, potential operational barriers, and potential economic barriers. But you are addressing only the third, potential economic barriers; is that correct?

A. Well, the three that you indicate are those that are laid out by the TRO. I am addressing only the economic barriers component of the framework established by the TRO.

Q. Is it your view, Dr. Aron, that relying on the BACE model alone, a state commission could determine that there is no impairment, if the ILEC does not provide unbundled local switching?

MR. SHORE: This is Andrew Shore at BellSouth, and I'll object to the extent that calls for a legal conclusion, but certainly the witness is free to answer.

THE WITNESS: I believe that one could determine that there is no economic impairment on the basis of the BACE model alone.

BY MS. AZORSKY:

Q. So the BACE model only speaks to economic impairment?

A. That's right.

Q. Would you agree that the analysis to be performed in determining whether there is economic impairment, is intended to be an investment model?

A. Well, maybe you could tell me what you mean by "investment model," please?

Q. Let me restate the question.

Can you define for me what you believe should be included -- the characteristics that you believe should be included in an analysis of economic impairment?

A. I address this at length in my direct testimony, but just to summarize, and hopefully capture all of the key points, an assessment of economic impairment ought to be a properly structured business case model that incorporates the cost streams and revenue streams that the model CLECs could expect to receive and incur over its lifetime, given the -- the technology available, and given the market environment.

Q. And you would agree that it is a structure that is used to quantify the expected value of a particular investment opportunity, wouldn't you?

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A. Yes.

Q. And it should be realistic costs and revenues, correct?

A. It should be realistic for an efficient CLEC.

Q. And in terms of identifying the technology available, it should be realistic in terms of the actual technology available in the marketplace, correct?

A. Yes and no. What we've done in BACE does not in fact reflect what may be the most efficient technology available today, if that would be voice-over Internet protocol, for example, or some advanced technology, that is available today. We haven't modeled that.

What we have modeled, conservatively, is a traditional wire line network that a CLEC could put in place today.

MS. AZORSKY: Did everybody else hear some interference?

THE WITNESS: I didn't hear anything. I heard silence.

MR. CRUZ-BUSTILLO: I didn't hear anything either.

MR. SHORE: I heard a beep or two.

Did someone new join the call?

MR. CRUZ-BUSTILLO: Yeah. I heard a beep too.

MS. AZORSKY: Okay. I got continual beeps and had to hang up and dial back in; and as a result, completely lost my train of thought.

Could the court reporter read back the question, please?

(The question referred to was read back by the reporter as follows:

"QUESTION: And in terms of identifying the technology available, it should be realistic in terms of the actual technology available in the marketplace, correct?")

MS. AZORSKY: Okay. Thank you.

BY MS. AZORSKY:

Q. So you did not -- in terms of considering the technologies available, BACE does not include voice-over IP?

A. That's correct. It does not.

Q. Does BACE include the availability of ATM switches?

A. I believe that the answer is no.

Q. Does BACE include the concept that

-- of building fiber to the curb?

A. I don't believe so. I think that the model is conservative insofar as it could model newer technologies than it does, to the extent that they would be more efficient. But it does not.

Q. So when you say in your testimony on Page 8 that the FCC requires the most efficient business model for entry, rather than any particular carrier's business model, what are the characteristics of that most efficient business model?

A. Which testimony are you in?

Q. Your direct testimony, Page 8, Line 5 and 6.

A. I see what you're referring to, and I'm sorry -- what was the question about it?

Q. In your view, what are the characteristics of that most-efficient business model?

A. Well, I think that there are two characteristics in particular that I'm focusing on in that paragraph and in my mind in general, which is that the model should capture an efficient network architecture. But as we said,

I -- the model doesn't take a particularly aggressive view of that, but rather, models a traditional circuit switched wire line network, and implements that in what would be considered an efficient way, given the technology available today, and the opportunities for a CLEC to architect its network efficiently, given that it doesn't have a legacy network architecture constraint.

With respect to the other component of that -- and I cite to it here in this paragraph, I believe -- it should be an efficient business model. And that means that the model ought to incorporate the opportunities that the CLEC has to benefit from economies of scale and scope. And that means to serve an array of customers, if it's efficient to do so; to serve an array of geographic areas, if it's efficient to do so; and to provide a variety of services that permit the CLEC to leverage potential economies of scope.

Q. In determining what is an optimized business model, did you review any CLEC business plans?

A. Is that term one that you're taking

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from my testimony? -- "optimized"?

Q. It is, on Page 8, Line 10.

A. Okay. We requested business cases from CLECs, including AT&T, in discovery, and were not provided with those, so I did not have the opportunity to review any in the context of this proceeding.

Q. So you have not reviewed any CLEC business plans for this proceeding?

A. I have reviewed CLEC business plans in my career, but not in the context of this proceeding.

Q. When did you review a CLEC business plan?

A. I've been involved in antitrust litigation in which CLEC business plans have been produced, and so they have been made available to me in those contexts.

Q. When was that antitrust litigation?

A. Well, I'm referring now to more than one case, and I'm thinking of litigation over the last two years.

Q. And who was your client when you were working on that antitrust litigation?

A. That has not been disclosed, so I

don't feel I can say.

Q. Was it an incumbent local exchange carrier?

A. Yes.

Q. And the CLEC business plans were produced in the context of discovery in that litigation?

A. In those litigations.

Q. In those litigations, excuse me. The CLEC business plans were produced in discovery in those litigations; is that correct?

A. Yes.

Q. Were you a testifying expert in those litigations?

A. These are ongoing litigations, and so again, that has not been disclosed, so I don't feel I can disclose that.

Q. So you have not -- to the best of your knowledge, you have not yet been disclosed as a testifying expert?

A. I believe that's right.

Q. Is it your view that every competitive local exchange carrier that takes advantage of UNE-P in any way is not an efficient CLEC?

A. No.

Q. In what circumstances is a competitive local exchange carrier that takes advantage of UNE-P, an efficient CLEC?

A. I probably can't give you each and every possibility, but one that comes to mind is that according to my analysis, there are geographic markets in which CLECs would be impaired, without access to unbundled local switching. And in those markets, it may be efficient for a CLEC to avail itself of UNE-P, and a CLEC that does so, may or may not do so efficiently, depending on its business plans and operations.

Q. Is it your view that in any market in which BACE has determined is not impaired, that any CLEC that uses UNE-P in any way, is not an efficient CLEC?

A. No. That's not my position.

Q. In what circumstances is it efficient for a competitive local exchange carrier to use UNE-P, even when the BACE model has determined there is no impairment in that market?

A. In that circumstance, the availability of UNE-P is not socially efficient.

And by "UNE-P," I mean the unbundled network platform at regulated rates. In other words, subject to the constraints of the Telecommunications Act.

The fact that UNE-P is available and a CLEC makes -- uses the UNE-P in that circumstance, is not socially efficient, because of the effect that it has on other competitors and on investment incentives, as I've described at length in my testimony.

That doesn't mean, one way or another, that the CLEC itself, is or is not necessarily efficient in its operations of that business model.

Q. In terms of doing a potential deployment analysis, did you determine that the hypothetical efficient CLEC, in BACE, was socially efficient, efficient in its business operations, or some other kind of efficient?

A. My role in BACE was to research and determine certain economic inputs that affect the net present value of the modeled CLEC.

Q. I'm sorry. I did not mean to cut you off. Were you done?

A. Well, what I was going to say is,

in my assessment of those inputs, I determined what I believe would be the relevant inputs for a reasonably efficient CLEC.

Q. In determining the inputs that you provided, did you consider social efficiency, business efficiency, or some other kind of efficiency, or any grouping of the above?

A. I looked at what I thought a reasonably efficient CLEC could accomplish, notwithstanding social welfare, or social efficiency implications of the policy of unbundling, per se. So I think that answers your question.

Q. So you were looking at what -- you were looking at business efficiency, is what I take your answer to mean; not social efficiency.

A. I think I would agree with that. With respect to what the business case is, it's appropriate to look at the CLECs business prospect.

From a policy perspective, with respect to what the Commission should do and what the FCC is doing, that's a policy issue, and for that analysis, one would adopt a social welfare, or social efficiency perspective.

Q. But that's not what you're testifying with regard to in this proceeding, is it?

A. Well, I think that I do have some testimony that addresses the social welfare implications of unbundling. But most of my testimony does indeed go to what are the proper inputs to the BACE model, and that analysis is based on my assessment of business efficiency.

Q. Now, you worked with Mr. Stegman in developing the structure of the models, the input tables and outputs, did you not?

MR. SHORE: I object to the form.

But you can answer, Debra.

THE WITNESS: I did not work with him to design the structure of the input tables. I did work with him on certain aspects of the structure of the model itself.

BY MS. AZORSKY:

Q. What aspects of the structure -- on what aspects of the structure of the model itself did you work with Mr. Stegman?

A. Well, again, I don't know that I can be exhaustive as I sit here, but the key economic aspects of the model into which I had input, I think were the optimization process,

and the way that the model assesses mass market NPV.

Q. Anything else you can think of, as you sit here?

A. Well, we also -- I also encouraged Mr. Stegman to incorporate a tax treatment in the model, and we helped design some of the reporting -- like financial reporting outputs of the model, and probably some other aspect of the model that are less important for the ultimate conclusion.

I think I've hit the key points.

Q. Did you advise Mr. Stegman that the -- removing wire centers that hit a negative net present value, before rerunning the model, to determine whether the market -- for the market, the CLEC could have a positive net present value, was in line with general economic principles?

A. Are you asserting in your question that that is what the model does?

Q. Yes.

Well, let me back up.

Is it your understanding that in running the model, the model first -- after the

first input goes in, runs a wire center optimization, that takes out of the analysis wire centers that have a negative net present value?

A. I believe that the model can do that, but that's not the way we are running the model. That's not the optimization process that we are using.

Q. Did you run the model at earlier stages with that wire center optimization function turned on?

A. We may have run earlier versions of the model that way, before we came to our market definition. But that's not the way we run it now.

Q. Did you advise Mr. Stegman that that wire center optimization function should be included in the model?

A. I don't believe I advised him on that, one way or another.

Q. Which optimizations did you advise him on?

A. The market optimization process.

Q. Can you describe what you're -- can you describe it?

A. Sure. The way the model -- the way we run the model is, the model assesses, in the first stage, the NPV over the entire geographic footprint in the state; then it identifies those markets -- and by "markets," I mean the markets defined in Dr. Placekis' testimony, which are UNE zones cut by -- or CEA cut by UNE zones.

The model then drops those markets that have negative net present value, and essentially assigns the shared, or fixed costs that have to be recovered overall to the rest of the markets that are in that stage positive NPVs, and then reruns it to make sure that there's still positive NPVs, even bearing their full burden of the costs.

Q. Did you advise that that optimization be included in the model?

A. Yes.

Q. Why?

A. Because unless you include that second stage, you run the risk of identifying markets as unimpaired, that could actually be impaired. So in principal, you might err on the finding on impairment, and I wanted to make sure that the model was conservative, and did

not make that error.

Q. Was the wire center optimization included because you were considering putting forward wire centers as a market definition?

MR. SHORE: I'm going to object. She said she didn't have any part of that. I mean, she can certainly answer, if she participated in that, but I think you need to lay a foundation first, Tammy.

MS. AZORSKY: I'll let my question stand.

THE WITNESS: I don't know why that was included.

BY MS. AZORSKY:

Q. So you didn't advise on that optimization?

A. Correct.

Q. You only advised on the market -- on the market optimization?

A. I advised that the market optimization be included.

Q. Were there any other optimizations that you advised should be included?

A. Yes. I believe so.

Q. What other optimizations did you

advise should be included?

A. Well, what the model does -- and we didn't talk about this earlier -- is it actually has another check in it, which is, it looks at whether the enterprise part of the market, standing alone, is positive NPV, whether the mass market part of the model standing alone, in a given market -- geographic market is positive NPV.

And the reason there is, we didn't want to erroneously conclude that a CLEC could make money in the mass market, when it's also serving the enterprise market, if in fact it wouldn't choose to serve the enterprise market. So we wanted to make sure, again, that we were not erroneously permitting any cross-subsidy, and that's another conservative feature of the model.

Q. Let me ask you, Dr. Aron, because I'm a little confused -- I had just asked you what other optimizations you recommended, and you gave me that answer about the enterprise versus mass market NPV.

Earlier when I asked you about the parts of the model that you collaborated with Mr. Stegman on, you listed optimization

processes, the way the model itself is mass market NPV, and then some other things.

Are you distinguishing between an optimization that is related to enterprise versus mass market NPV, and the way the model assesses mass market NPV?

A. Yes.

Q. Okay. How does the optimization work? Just very briefly, what does the model do to make that assessment?

A. Are we talking about the market-level optimization that we were discussing a moment ago?

Q. Let me restate my question.

No. You just told me that there was another optimization that related to enterprise versus mass market NPV. And I'm trying to determine how that optimization works in the model.

A. I may not have the sequence in which the model algorithm runs through it exactly right. You have to ask Mr. Stegman.

Q. I don't want to hear that. I just want a general --

A. But I'll tell you, at a high level,