

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
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In Re: Consideration of ) DOCKET NO. 96-786-TL  
BellSouth Telecommunications ) FILED: July 17, 1997  
Inc.'s entry into InterLATA )  
services pursuant to Section 271 )  
of the Federal )  
Telecommunications Act of 1996. )

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DIRECT TESTIMONY  
OF  
JOHN M. HAMMAN  
ON BEHALF OF  
AT&T COMMUNICATIONS OF  
THE SOUTHERN STATES INC.

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FPSC - PSCB - NEWSPORTING

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is John M. Hamman. My business address is 1200 Peachtree  
3 Street, NE, Atlanta, Georgia 30309-3579.

4

5 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**  
6 **BACKGROUND AND EXPERIENCE.**

7 A. I received a Master of Business Administration with a concentration in  
8 Marketing from University of Missouri, in 1978. I received a Bachelor of  
9 Science degree in Mechanical Engineering from Kansas State University,  
10 Manhattan, Kansas in 1970. Over the past years, I have attended numerous  
11 industry schools and seminars covering a variety of technical and regulatory  
12 issues.

13

14 I joined AT&T in June 1970 in the Operations Department. My initial  
15 assignments included establishing operational methods and support for  
16 AT&T's outside workforce and managing the AT&T Midwest Engineering  
17 Regional Facility Planning Electronic Data Processing Group. In 1976, I  
18 joined the Sales/Marketing organization and held various positions of  
19 increasing responsibility selling local services, Customer Provided  
20 Equipment (CPE), and Network Services to AT&T's largest customers. In  
21 1983, I was the AT&T Primary Markets Sales Center manager for Business  
22 customers in Kansas, Missouri, Oklahoma, and Arkansas. In that position,  
23 my sales center was the primary customer contact for AT&T business service  
24 orders. In 1986, I took on the responsibility for Business customer billing  
25 and collections methods and support for the Southern Region states. In 1990,

1 I became responsible for working with the Local Exchange Carriers (LECs)  
2 reviewing the billing and collections arrangements with AT&T and resolving  
3 related errors and disputes arising from that process.

4

5 **Q. PLEASE DESCRIBE YOUR CURRENT EMPLOYMENT AND THE**  
6 **SCOPE OF YOUR RESPONSIBILITIES.**

7 A. My current responsibilities as part of the AT&T Local Services Division  
8 include providing technical and analytical support activities necessary for  
9 AT&T's local service planning in the nine Southern Region states. This  
10 responsibility includes being a core member of AT&T's negotiations Subject  
11 Matter Expert (SME) team responsible for unbundled network elements. In  
12 addition, I provide analysis of the Incumbent Local Exchange Carriers  
13 (ILECs) agreements with Competitive Local Exchange Carriers (CLECs)  
14 regarding the details of local service features, interconnection arrangements,  
15 and network architecture to assess their impact on AT&T's local service  
16 plans. I recently represented AT&T on the Georgia Local Number Portability  
17 (LNP) Workshop and as Chair of the Georgia LNP Requirements Committee.  
18 I served as that committee's representative to the Georgia LNP Steering  
19 Committee which interfaced directly with the Georgia Public Service  
20 Commission Staff. In that capacity, I worked with other members of the  
21 industry in the determination and development of the technical requirements  
22 for implementation of LNP in Georgia.

23

1 **Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE**  
2 **PUBLIC SERVICE COMMISSIONS? IF SO, BRIEFLY DESCRIBE**  
3 **THE SUBJECT(S) OF YOUR TESTIMONY.**

4 A. I have testified as the expert technical witness before state commissions in  
5 Alabama, Mississippi, Louisiana, South Carolina, and Kentucky in the  
6 AT&T/BellSouth Arbitration hearings and before the commissions in  
7 Louisiana and South Carolina regarding BellSouth's entry into the interLATA  
8 market.

9  
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
11 **PROCEEDING?**

12 A. The purpose of my testimony is to provide an informational framework that  
13 this Commission can use in judging whether BellSouth complies with the 14  
14 point checklist contained in Section 271 of the Telecommunications Act of  
15 1996 ("the Act") and whether BellSouth has demonstrated that its Draft  
16 SGAT complies with Sections 251 and 252(d) of the Act. In particular, I will  
17 focus on those items related to Interconnection and Unbundled Network  
18 Elements (UNEs). I will address Issues 2-8, 10-12 and 14 from the Issue List  
19 established by the Commission staff. By this testimony I do not mean to  
20 imply that Track B or any combination of Track A and Track B are available  
21 to BellSouth; my testimony is limited to the issue of BellSouth's compliance  
22 with the Section 271 checklist and the standards of Sections 251 and 252(d).  
23 The purpose of this hearing is to determine whether or not BellSouth has  
24 demonstrated that its SGAT complies with Sections 251 and 252(d) of the  
25 Act and whether BellSouth complies with the 14 point checklist. Based on

1 my review, BellSouth has not yet demonstrated compliance with the  
2 requirements outlined in Section 251, 252(d) and 271 of the Act, either  
3 through its draft SGAT, or implementation of its arbitrated interconnection  
4 agreements. In particular, BellSouth has not yet implemented fully an  
5 interconnection agreement or demonstrated that the services and elements it  
6 purports to offer in its SGAT are available if ordered now by a competing  
7 local exchange provider. Again, I do not imply that Tract B or a combination  
8 of Tracks A and B are actually available to BellSouth.

9

10 **Q. WHY IS IT SO IMPORTANT FOR BELLSOUTH TO COMPLY**  
11 **FULLY WITH SECTIONS 251 AND 252 OF THE ACT AND THE**  
12 **COMPETITIVE CHECKLIST?**

13 **A.** Until BellSouth fully complies with the Act, either through a fully  
14 implemented interconnection agreement or through its SGAT if applicable,  
15 AT&T and other CLECs cannot provide the same quality of service to their  
16 customers that BellSouth provides to its customers.

17

18 BellSouth's cooperation is absolutely necessary, at least in the short run, for  
19 the development of meaningful local exchange competition. BellSouth's  
20 ability to leverage its near monopoly status in local exchange service into the  
21 interLATA market creates a natural incentive to withhold such cooperation  
22 from competitors. The Act conditions in-region, interLATA entry on  
23 compliance with Sections 251 and 252 of the Act and all the items included  
24 in the checklist in Section 271. The requirements of the Act provide an  
25 incentive to BellSouth to take the steps necessary to open its monopoly

1 markets, while reducing its incentive and opportunities to discriminate  
2 against new competitors. Premature entry into the interLATA market  
3 removes BellSouth's only incentive to open the local market to competition.

4

5 If BellSouth does not provide interconnection and access to Unbundled  
6 Network Elements in compliance with the Act and the Commission's  
7 arbitration orders, AT&T's (and other new entrants') customers will receive  
8 inferior service. These customers likely will blame AT&T for their service  
9 problems, thus damaging AT&T's reputation and its ability to attract and  
10 retain users. The widespread competition envisioned by the Act simply will  
11 not occur if BellSouth fails to comply with the Act.

12

13 **Q. WHAT IS REQUIRED FOR THIS COMMISSION TO APPROVE**  
14 **BELLSOUTH'S SGAT AND TO DETERMINE IF BELLSOUTH HAS**  
15 **DEMONSTRATED COMPLIANCE WITH THE CHECKLIST**  
16 **ITEMS?**

17 A. Before it can approve BellSouth's SGAT or find that BellSouth has complied  
18 with the checklist, the Commission must determine that each and every  
19 standard and requirement of Sections 251 and 252(d) of the Act has been met  
20 and that the provisions in BellSouth's SGAT or arbitrated interconnection  
21 agreement can be implemented in a realistic way. If BellSouth does not have  
22 the actual capability to provide the services it *claims* to offer, any promises to  
23 offer those services are meaningless. To demonstrate compliance with  
24 Sections 251 and 252 and with the checklist, BellSouth must make each item  
25 available in a nondiscriminatory manner. These items must be available in

1           such quantities as may be reasonably demanded by CLECs in a manner  
2           which does not discriminate against the CLECs' customers in terms of quality  
3           and timeliness. Mere promises to provide the items sometime in the future  
4           are not sufficient. Without a fully implemented interconnection agreement or  
5           SGAT that complies with the checklist, this Commission cannot be assured  
6           that AT&T and other CLECs can provide or make available the same quality  
7           of service to their customers that BellSouth is able to provide to its  
8           customers.

9  
10          BellSouth cannot prove its compliance with Sections 251 and 252 or with the  
11          checklist until several steps have taken place for each item: (1) methods and  
12          procedures for implementation must be established; (2) operational testing  
13          must be performed; (3) actual operational experience must be gained; and (4)  
14          actual experience must be measured against performance benchmarks and  
15          measurements. Without these steps, the Commission is limited to reliance on  
16          BellSouth's assertions.

17

18   **Q.     WHY ARE THESE STEPS SO CRITICAL?**

19   **A.**    Methods and procedures are critical because they provide a standard set of  
20          rules for new entrants seeking to work with BellSouth to provide local  
21          service. They also provide BellSouth employees with consistent rules for  
22          dealing with new entrants. Absent standard methods and procedures, new  
23          entrants cannot effectively plan and deliver service to end users. It is not  
24          enough for BellSouth simply to say it will make items available; the parties  
25          must know the actual details of who, what, when, where and how.

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Operational testing is necessary to identify and resolve issues that will arise when CLECs work with BellSouth's network and employees. BellSouth's internal testing does not by itself provide sufficient evidence of operability. Joint testing with new entrants and/or neutral third parties is the only practical way to uncover flaws in the planned interactions between the new entrants and BellSouth. Operational testing beyond BellSouth's internal testing permits the parties to examine the established methods and procedures and make any changes necessary for real-time operations.

Actual operational experiences furnish the best information to determine whether BellSouth is providing the checklist items in accordance with the Act. While information gained from testing may be helpful to this Commission, it cannot account for all possible contingencies. Where available, actual operational experiences deliver the most telling evidence of the extent to which new entrants are able to provide service using BellSouth's network.

Performance benchmarks provide this Commission and the industry with minimum levels of performance to which BellSouth must adhere in order to comply with the Act. In order to show it has fully complied with the Act, BellSouth must prove it has made each of the required items available in a timely and nondiscriminatory manner, not merely assert that it has done or will do so. As the Department of Justice recently recognized, "benchmarks are significant because they demonstrate the ability of the BOC to perform a



1 critical function -- for example the provisioning of an unbundled loop within  
2 a measurable period of time." Addendum to Evaluation of the U.S.  
3 Department of Justice, Docket No. CC-97-121 at 5 (May 21, 1997).

4

5 Performance measures are necessary to determine whether BellSouth is  
6 meeting the benchmarks. BellSouth must adopt specific means and  
7 mechanisms necessary to measure whether and how well it meets these  
8 benchmarks. While BellSouth may intend to provide the statutorily required  
9 items in a nondiscriminatory manner, without such performance measures,  
10 proof of compliance cannot be established. Initially, new entrants such as  
11 AT&T must purchase most of the services, network elements, and  
12 interconnection necessary to provide local exchange service exclusively from  
13 BellSouth. New entrants therefore, cannot provide high quality services to  
14 consumers unless BellSouth first provides high quality services to new  
15 entrants. Without performance benchmarks and measurements, there is no  
16 way to make an objective determination whether new entrants receive  
17 interconnection and access to unbundled network elements at parity with that  
18 which BellSouth enjoys.

19

20 **Q. WHY ARE THE CURRENT BELLSOUTH METHODS AND**  
21 **PROCEDURES INSUFFICIENT TO SATISFY THE**  
22 **REQUIREMENTS OF THE ACT?**

23 **A.** BellSouth's current internal implementation methods and procedures reflect  
24 operational arrangements related to the provisioning of BellSouth services  
25 under tariffs, contracts, and agreements established prior to the Act.

1           Although they may be sufficient to provide BellSouth services and meet the  
2           demands of the pre-Act environment, they are not directly transferable to the  
3           nondiscriminatory actions BellSouth must undertake to open the local  
4           exchange market. Unbundling and interconnecting the local telephone  
5           network is a new activity in which BellSouth is required to make its facilities  
6           available, at cost-based, competitively neutral prices, to competitors who will  
7           try to use these facilities to win BellSouth's customers. Even if BellSouth has  
8           the best of intentions, the process of unbundling local telephone networks is  
9           surrounded by uncertainty and likely will be characterized by fitful progress  
10          and frequent disputes.

11

12          Moreover, BellSouth's pre-Act experience in providing a limited number of  
13          services and facilities to Interexchange Carriers, Cable Companies and  
14          Competitive Access Providers has only limited relevance to its ability to  
15          provide nondiscriminatory access and interconnection for the provision of  
16          competitive local exchange services. New methods and procedures must be  
17          developed in light of the requirements of the new local market and be tested  
18          through real operational experience before BellSouth can prove that it is  
19          providing nondiscriminatory access and interconnection equal to that it  
20          provides to itself.

21

22       **Q.   BELLSOUTH FILED 87 BINDERS WITH MR. MILNER'S**  
23       **TESTIMONY. DOES THIS WRITTEN MATERIAL ESTABLISH**  
24       **THAT BELLSOUTH CAN MAKE AVAILABLE ALL OF THE**  
25       **CHECKLIST ITEMS AND MEET THE NONDISCRIMINATORY**  
26       **REQUIREMENTS OF THE ACT?**

1 A. No. BellSouth cannot establish its compliance with Sections 251 and 252 for  
2 each of the checklist items simply by producing 87 binders. BellSouth must  
3 demonstrate that it has for each item: (1) nondiscriminatory methods and  
4 procedures for implementation; (2) internal, third party, and/or CLEC  
5 operational testing results that confirm nondiscriminatory access; (3)  
6 meaningful actual operational experience; and (4) performance benchmarks  
7 and measurements against which operational experience may be measured.

8  
9 The material in the 87 binders provided with Mr. Milner's testimony does not  
10 satisfy this standard. We have reviewed the 87 binders and reached the  
11 following preliminary conclusions:

12  
13 First, the methods and procedures provided in the binders appear to be  
14 nothing more than existing BellSouth procedures that have been reordered  
15 and duplicated. The binders contain copies of pages from the Local  
16 Interconnection and Facility Based Ordering guide that already have been  
17 previously provided in the arbitration proceeding and documents that reflect  
18 methods for providing access to long distance carriers that are dated prior to  
19 the Act. Moreover, those documents are duplicated repeatedly in the binders  
20 and, in many cases, duplicates in the binder appear to be errors in the  
21 compilation of the binders.

22  
23 Second, the testing experience referenced in the binders reflects nothing more  
24 than BellSouth's internal testing experience in those instances where any  
25 testing has been performed. BellSouth does not provide any of the test  
26 parameters or the test results that would allow a third party to confirm that  
27 BellSouth can provide the checklist items in a non-discriminatory manner.

1 For example, references in the test report summaries state that the billing data  
2 was not completed to verify that billing would be available and accurate. In  
3 several cases, the End-to-End testing was not initiated because the project  
4 teams believed that it was unnecessary because they would be providing the  
5 service in the same manner as existing access services. Yet, there is no data  
6 to support the project teams' conclusions. In many cases, the End-to-End test  
7 result summary sheets reflect that as a result of the test they will have to make  
8 service order or system changes, yet there is no record of a retest to verify if  
9 the new changes fixed the problem. Orders were forced through the system  
10 without complete information in order to complete the tests, and there is no  
11 explanation as to why this was necessary. It was found that in order to  
12 process some orders, tables consisting of the data elements necessary to order  
13 the service had to be updated to allow the orders to complete. There is no  
14 mention of updating the methods to ensure that the tables will be current  
15 when a CLEC order goes through the first time.

16  
17 Third, the operational experiences BellSouth provides are merely "live  
18 activity" summaries showing data collected by BellSouth from their data  
19 systems of the Universal Service Order Codes (USOCs) ordered and  
20 completed in their databases. This is not an indication that the elements  
21 actually being deployed are being used by CLECs. There is also no  
22 verification that these services are being provided in a nondiscriminatory  
23 manner. The binders also contain no statements as to whether there have  
24 been any complaints from these CLECs. The number of operational  
25 experiences that BellSouth lists is minimal at best. It certainly does not  
26 demonstrate that they have experience of any consequence to verify that

1 CLECs can be provided the checklist items through all of the different  
2 technologies that exist in the BellSouth network.

3

4 Finally, the binders do not contain performance measurements and  
5 benchmarks for either BellSouth or a CLEC. In many cases the provisioning  
6 intervals to provide service are left blank or require a service inquiry to  
7 determine the interval. BellSouth has neither set standards for non-  
8 discriminatory access nor stated how it will measure its performance against  
9 those standards.

10

11

12 **Q. HAVE THE PARTIES MADE ANY PROGRESS TOWARD**  
13 **ESTABLISHING PERFORMANCE MEASURES AND**  
14 **BENCHMARKS SO FAR?**

15 A. Yes, but there is still a long way to go. The parties filed a document outlining  
16 performance measurements with the Georgia Commission on May 9, 1997.  
17 These interim measurements were incorporated into the Florida  
18 AT&T/BellSouth Interconnection Agreement, which defines a structure for  
19 measuring performance of items to be measured other than electronic  
20 interfaces. The Interconnection Agreement documents an important principle  
21 – that BellSouth must provide AT&T with the quality of service that  
22 BellSouth provides itself and its end users. Thus the agreement requires  
23 BellSouth to provide its internal performance data to AT&T so that the level  
24 of service BellSouth provides itself can be compared to that which BellSouth  
25 provides AT&T, and adjusted, if necessary, to reflect BellSouth's own

1 experience. To date, BellSouth has failed to provide this required data for  
2 Florida, or any other BellSouth state.

3 The Interconnection Agreement also obligates the parties to negotiate the  
4 next level of detail, such as target performance levels for all measurements.  
5 The parties have agreed to meet no later than ninety days after actual  
6 performance to begin negotiating target levels for these items. During the  
7 first ninety days, the parties will attempt to nail down many of the desired  
8 performance intervals. These methods for measuring performance will  
9 continue to evolve over time, and the parties will meet quarterly to update  
10 performance measurements as needed to ensure that AT&T receives parity  
11 treatment. At present, the parties have established basic measurements to get  
12 started, but six months to a year will be required to determine how the  
13 measurements are working and whether additional measures are required. At  
14 present, there simply are no performance measures and benchmarks in place  
15 that would allow an objective determination regarding BellSouth's  
16 compliance with the Act.

17

18 The performance measurements relating to electronic interfaces have yet to  
19 be negotiated. This is an entirely new area for BellSouth, so the parties will  
20 need to gather data over the first several months of performance before  
21 appropriate measurements can be established.

22

23 Performance measurements are discussed in detail in the testimony of Mr.  
24 Pfau.

25

1 Without adequate methods and procedures and performance measurements,  
2 this Commission and the industry have no way of knowing if the items in  
3 BellSouth's SGAT and its signed Interconnection Agreement will perform as  
4 promised. The Commission needs proof, rather than promises, in order to  
5 determine whether BellSouth can provide nondiscriminatory service to  
6 CLECs.

7

8 **Q. IS THE FACT THAT BELLSOUTH AND AT&T HAVE A SIGNED**  
9 **INTERCONNECTION AGREEMENT SUFFICIENT TO PROVE**  
10 **THAT BELLSOUTH IS IN COMPLIANCE WITH SECTIONS 251, 252**  
11 **AND 271?**

12 **A. No. While it is true that AT&T and BellSouth have reached a negotiated or**  
13 **arbitrated agreement on many issues, the interconnection agreement is not**  
14 **complete and has not yet been fully implemented. Therefore, it provides no**  
15 **evidence—only paper promises--that BellSouth can provide items promised**  
16 **in a nondiscriminatory manner.**

17

18 AT&T is continuing to work to ensure that it will be able to obtain the  
19 statutorily required items in a manner that will allow AT&T to provide its  
20 customers with high quality service. For example, AT&T and BellSouth  
21 have developed a list of over sixty (60) projects and 900 work items that  
22 require additional effort by joint AT&T/BellSouth teams for proper  
23 implementation. If not properly resolved, many of these issues threaten to  
24 impose impediments that would seriously delay, if not eliminate, the viability  
25 of using UNEs to compete in the local service market. While BellSouth has

1 made assurances that it will continue to cooperate in resolving these issues,  
2 the simple fact is that this work is not yet complete. More work is required to  
3 develop the methods and procedures, operational testing, operational  
4 experience and performance benchmarks and measurements necessary to  
5 establish whether BellSouth is in compliance with the Act.

6

7 **Q. WHAT OTHER SAFEGUARDS ARE NECESSARY WITH RESPECT**  
8 **TO THE COMMISSION'S DETERMINATION REGARDING**  
9 **NETWORK UNBUNDLING ISSUES?**

10 A. It is vitally important that there be a sufficient period of time to permit  
11 BellSouth and the CLECs to work out transitional issues and ensure that the  
12 unbundling of network elements has taken place. The Act provides for a total  
13 overhaul of the local exchange market with the goal of introducing  
14 competition and dismantling the monopoly local exchange bottleneck. This  
15 is not something that can occur overnight. Rather, it is a complicated and  
16 difficult process. Accordingly, network unbundling cannot be considered  
17 achieved until such time as the transitional issues have been resolved. "Paper  
18 unbundling" cannot constitute compliance with the Act.

19

20 **II. COMPLIANCE WITH THE COMPETITIVE CHECKLIST**

21

22 **Q. HAS BELLSOUTH COMPLIED WITH THE 14 POINT**  
23 **CHECKLIST?**

24 A. No. Although BellSouth claims that it has already interconnected with other  
25 networks, and implemented unbundling, a significant number of operational



1 and technical matters remain that must be resolved before BellSouth can  
2 demonstrate compliance with Sections 251 and 252(d) of the Act and the 14  
3 point checklist. In this testimony, I address the following Checklist items  
4 found in Section 271(c)(2)(B): (1) Interconnection, (2) Unbundling Network  
5 Elements, (3) Poles, Ducts, and Rights of Way, (4) Local Loops, (5) Local  
6 Transport, (6) Local Switching, (7) Telephone Numbers, (9) 911/E911  
7 Services, Directory and Operator Services, (10) Signaling and Databases, (11)  
8 Local Number Portability and (13) Reciprocal Compensation. These  
9 correspond to Issues 2-8, 10-12 and 14 on the Issue List established by the  
10 Commission staff. Mr. Gillan addresses checklist items 2 and 6 (Issues 3  
11 and 7) in greater detail in his testimony. Mr. Bradbury discusses in his  
12 testimony how the lack of adequate Operational Support Systems affects all  
13 of the checklist items. Mr. Pfau discusses how performance measurements  
14 are critical to ensure nondiscriminatory access.

15

16

## ISSUE 2 -- INTERCONNECTION

17

18 **Q. WHAT IS INTERCONNECTION?**

19

A. Interconnection is the way that competing carriers connect to the local  
20 networks, both BellSouth's and others. In order to satisfy checklist item  
21 Section 271(c)(2)(B)(i), BellSouth must establish methods and procedures to  
22 implement the most efficient interconnection architecture to permit a CLEC's  
23 and BellSouth's networks to work together. This includes joint engineering  
24 practices, administrative procedures, specific timelines for implementation of  
25 the various arrangements, joint testing procedures to verify interconnection,

1 joint practices for resolution of issues related to interconnection, and  
2 performance measurements for each party to meet in the provisioning of these  
3 arrangements.

4

5 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
6 **CHECKLIST ITEM?**

7 A. Under Checklist item 271(c)(2)(B)(i), BellSouth must provide  
8 interconnection in accordance with the standards and pricing rules of Section  
9 251(c)(2) and 252(d)(1). Section 251(c)(2) requires BellSouth to provide  
10 interconnection for the transmission and routing of telephone exchange  
11 service and access, at any technically feasible point, at least equal in quality  
12 to that BellSouth provides to itself, on rates, terms and conditions that are  
13 just, reasonable and nondiscriminatory. The quality of interconnection  
14 provided to CLECs must be "indistinguishable" from that BellSouth provides  
15 to itself. FCC Order ¶ 224.

16

17 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
18 **INTERCONNECTION IN ACCORDANCE WITH THE CHECKLIST?**

19 A. No. BellSouth states it has provided interconnection but offers no evidence  
20 to prove that it has provided interconnection that is equal in quality to that  
21 which BellSouth provides to itself. BellSouth simply has not produced the  
22 evidence necessary to demonstrate compliance. BellSouth's agreements  
23 with other Local Exchange Companies, for example, which have been in  
24 place for some time, could provide some evidence of interconnection quality  
25 provided to other LECS, but do not appear to be part of BellSouth's case.

1 Without review of these agreements, the Commission and other carriers  
2 cannot determine if the terms of interconnection BellSouth is offering new  
3 entrants are better or worse than the terms offered by BellSouth to other  
4 carriers in existing agreements. Therefore, it is impossible to determine  
5 whether BellSouth is offering new entrants terms that are nondiscriminatory.

6  
7 **Q. WHAT HAS BEEN AT&T'S EXPERIENCE INTERCONNECTING**  
8 **WITH BELLSOUTH?**

9 A. AT&T has been working jointly with BellSouth to implement our  
10 interconnection agreement. In discussions with BellSouth, AT&T has  
11 requested the "most efficient interconnection architecture" available. (See  
12 Interconnection Agreement, 16.6.1.4.) This arrangement would place local,  
13 intraLATA, and interLATA calls between our networks on two way trunks.  
14 Two way trunking is technically feasible and BellSouth has agreed to do it.  
15 All that is needed is for BellSouth to reach agreement with AT&T on the  
16 methods for separating the Percentage of Local Usage (PLU) from all of the  
17 other calls on these interconnection trunks to permit billing of the appropriate  
18 charges. BellSouth, however, has delayed agreement on the PLU factors  
19 through its improper insistence that the Bona Fide Request (BFR) process is  
20 the only vehicle for the parties to address this issue.

21  
22 The BFR process was developed by the parties to deal, on a case-by-case  
23 basis, with issues that are not covered by the Interconnection Agreement.  
24 Despite the fact that the agreement specifies that the parties will pursue the  
25 most efficient trunking arrangement, BellSouth refused to do so until AT&T

1 submitted a BFR. Although not required to do so by the Interconnection  
2 Agreement, AT&T submitted a BFR request regarding PLU factors on April  
3 23 but did not receive a response from BellSouth until June 25 – two months  
4 later. The Bona Fide Request process has done nothing but delay resolution  
5 of an item that was already part of our Interconnection Agreement. The  
6 process is just too slow and does not meet the nondiscriminatory provisions  
7 of the Act. BellSouth has dragged out the discussions on this issue, delaying  
8 AT&T's ability to interconnect where technically feasible. This delay  
9 demonstrates that at the present time, BellSouth simply cannot provide  
10 interconnection in accordance with the requirements of Sections 251(c) (3)  
11 and 252(d)(1).

12

13 BellSouth now states it will be able to bill PLU in late September 1997. In  
14 the meantime, BellSouth demands that AT&T must pay to develop interim  
15 billing processes.

16

17 **Q. ARE THERE ANY ADDITIONAL ISSUES THAT BELLSOUTH**  
18 **MUST RESOLVE TO COMPLY WITH THE ACT'S**  
19 **INTERCONNECTION REQUIREMENTS?**

20 **A.** Yes. BellSouth must establish that the methods and procedures related to  
21 collocation and maintenance are nondiscriminatory.

22

23 **Q. WHAT ARE BELLSOUTH'S OBLIGATIONS WITH REGARD TO**  
24 **COLLOCATION?**

1 A. BellSouth's obligation to permit interconnection with its network under  
2 Section 251(c)(2) also encompasses the requirement that BellSouth allow the  
3 collocation of AT&T equipment in BellSouth's facilities. The general terms  
4 of Section 251(c)(2) and the more specific language of Section 251(c)(6)  
5 require BellSouth to provide physical collocation of necessary equipment "on  
6 rates, terms, and conditions that are just, reasonable, and nondiscriminatory."  
7 47 U.S.C. § 251(c)(6). The FCC found that the incumbent local exchange  
8 carrier ("ILEC") must allow a competing carrier to collocate its equipment at  
9 a broad range of points under the ILEC's control. FCC First Report and  
10 Order ¶ 573. In provisioning space to competing carriers, the ILEC must  
11 make space available on a first come, first served basis. Id. ¶ 585.

12

13 **Q. HAS BELLSOUTH COMPLIED WITH ITS COLLOCATION**  
14 **OBLIGATION?**

15 A. Not at this time. The parties have a document governing procurement of  
16 space for collocation. However, until the procedures set forth in the  
17 document are finalized and requests for collocation are processed, it is too  
18 soon to know whether BellSouth can meet the Act's requirements for  
19 collocation.

20

21 **Q. HAS BELLSOUTH MET ITS OBLIGATIONS WITH REGARD TO**  
22 **MAINTENANCE?**

23 A. No. Four projects related to maintenance have been identified for  
24 implementation of the Interconnection Agreement signed in Georgia, and  
25 also must be resolved with respect to Florida. First, Section 3.1.7 of

1 Attachment 5 to the agreement requires BellSouth to implement a process to  
2 provide AT&T notice of switch failures known at the time of any inquiry or  
3 trouble report. A process that will permit AT&T to attribute service  
4 problems or failures to central office problems will allow AT&T to relay  
5 accurate information to its customers calling in service problems. This ability  
6 is key to customer relations. This issue has not yet been resolved.

7  
8 Second, prior to AT&T sending BellSouth its first service order, BellSouth is  
9 to develop a mutually acceptable Workcenter Interface Agreement to  
10 document methods and procedures for the interim interfaces until electronic  
11 interfaces are in place. (Agreement, Att. 5 § 3.1.9.) Before AT&T can begin  
12 offering local service, BellSouth's methods and procedures must be in place  
13 and tested. To date, BellSouth has not completed this project.

14  
15 Third, the agreement also provides that AT&T will review BellSouth's  
16 service technicians procedures prior to sending the first service order.  
17 (Agreement, Att. 5 § 3.1.10.) Review of the procedures is essential so that  
18 AT&T can ensure that BellSouth technicians will provide repair service at  
19 least equal in quality to that provided to BellSouth customers and that trouble  
20 calls from AT&T customers will receive response time priority on a first  
21 come, first served basis with respect to BellSouth customers. In addition,  
22 once procedures have been agreed upon, actual field experience will be  
23 required to ensure that AT&T customers receive maintenance service  
24 according to procedures and at parity with the service BellSouth provides its  
25 own customers.

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Fourth, the parties also are scheduled to implement a detailed service restoration plan and a disaster recovery plan by the end of 1997. (Agreement § 21.D.) Among other things, the plans are to address the following: (1) immediate notification to AT&T by electronic interface of the existence, source and location of any emergency service outage affecting AT&T customers; (2) establishment of a single point of contact for initiating and coordinating restoration of service; (3) procedures to provide AT&T real-time access to information regarding service restoration and problem resolution during the restoration process; (4) provision of inventory and description of mobile restoration equipment by location; (5) methods and procedures for dispatch of mobile equipment; (6) methods and procedures for re-provisioning all services and elements after initial restoration; (7) equal priority of treatment when both AT&T customers and BellSouth customers require service restoration; and (8) a mutually agreeable process for escalation of maintenance problems including a list of responsible contacts available 24 hours a day, 7 days a week. The establishment of these plans and the methods and procedures they include is essential to AT&T's ability to provide local service. Since large scale outages inconvenience customers, customer perceptions that AT&T is unable to provide information and prompt service restoration will damage AT&T's reputation as a local service provider. Again, these plans are not in place.

All of these maintenance issues must be resolved before AT&T can enter the local market. Swift and efficient response to service problems is essential to

1 keep customers satisfied. Until methods and procedures are in place to  
2 handle maintenance issues and these procedures have been tested and  
3 implemented, BellSouth cannot provide interconnection in accordance with  
4 §§ 251 and §§ 252 of the Act.

5

6 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
7 **CHECKLIST ITEM? [ISSUE 2]**

8 A. No. Until BellSouth has the methods and procedures in place to promptly  
9 provide any requesting CLEC the most efficient trunking arrangements,  
10 interconnection with BellSouth cannot be equal in quality to the service  
11 BellSouth provides itself. It is not sufficient to say interconnection will be  
12 worked out on a case-by-case basis. BellSouth must have the methods and  
13 procedures in place, they must be tested, and performance measurements  
14 must be in place to determine if interconnection is being provided on an equal  
15 basis. Without such objective requirements, BellSouth can delay the actual  
16 implementation of local interconnection.

17

18 **ISSUE 3--NONDISCRIMINATORY ACCESS TO UNBUNDLED**  
19 **NETWORK ELEMENTS**

20

21 **Q. WHAT ARE UNBUNDLED NETWORK ELEMENTS UNDER THE**  
22 **ACT?**

23 A. Unbundled network elements are the facilities or equipment used in the  
24 provision of a telecommunications service. The Act defines a "network  
25 element" as "a facility or equipment used in the provision of a



1 telecommunications service . . . includ[ing] features, functions, and  
2 capabilities that are provided by means of such facility or equipment." 47  
3 U.S.C. § 153(29). AT&T requested access to 12 unbundled network  
4 elements in arbitration with BellSouth, and BellSouth agreed to provide  
5 them. Unbundled network elements can be used to interconnect AT&T's  
6 facilities with each BellSouth network element at any point designated by  
7 AT&T that is technically feasible. The elements may be used individually  
8 and in combination with other network elements to provide  
9 telecommunications services. Attached to my testimony is JMH-1, a chart  
10 describing the 12 UNEs included in the AT&T/BellSouth interconnection  
11 agreement.

12  
13 The Act provides that for each unbundled network element, required  
14 provisioning includes the ability to order any one or a combination of all the  
15 elements, to specify features, functions, and capabilities of the unbundled  
16 network elements; to be assured that billing methods are in place for each  
17 unbundled network element; and to know that BellSouth provides a means to  
18 test the elements and ensure they work together as expected.

19  
20 **Q. HAS BELLSOUTH COMPLIED WITH THIS CHECKLIST ITEM?**  
21 **A.** No. Under Checklist Item 2, BellSouth must provide nondiscriminatory  
22 access to network elements in accordance with the requirements of Section  
23 251(c)(3) and 252(d)(1) of the Act. Section 251(c)(3) requires BellSouth to  
24 provide nondiscriminatory access to network elements on an unbundled basis  
25 at any technically feasible point on rates, terms and conditions that are just,

1 reasonable and nondiscriminatory. Nondiscriminatory access means at a  
2 minimum, that the terms and conditions are offered equally to all requesting  
3 carriers, and where applicable, they must be equal to the terms and conditions  
4 under which BellSouth provisions the elements to itself. As shown below,  
5 BellSouth has not provided nondiscriminatory access to network elements as  
6 required.

7

8 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING UNES IN**  
9 **ACCORDANCE WITH THE ACT?**

10 A. No. BellSouth Witness Milner states in his testimony on page 9 that  
11 BellSouth has processed orders for 7,612 interconnection trunks. However,  
12 this by itself does not mean that nondiscriminatory access to a full range of  
13 UNEs is being provided in Florida.

14

15 **Q. WHY NOT?**

16 A. First, BellSouth exaggerates the number of order processed for  
17 interconnection trunks. In today's network, most interconnection trunks are  
18 DS1 facilities. When the number of interconnection trunks claimed by  
19 BellSouth is divided by the 24 DS0 channels in a DS1 facility, it becomes  
20 apparent that the number of interconnection trunks processed is really quite  
21 small (approximately 317).

22

23 Second, BellSouth erroneously equates interconnection for providing  
24 interexchange access with interconnection for providing local service. The  
25 two are not the same, and ability to provide interexchange access does not

1 automatically guarantee the ability to provide local interconnection.  
2 BellSouth cannot simply rely upon its experience of providing interexchange  
3 access to prove that it can provide local service interconnection as required by  
4 the Act.

5  
6 Third, during the Georgia and the Louisiana 271 hearings, each CLEC that  
7 had attempted to obtain UNEs from BellSouth expressed dissatisfaction with  
8 their ability to obtain and use these UNEs to provide service to end users.  
9 BellSouth was unable to produce a single user of the UNEs who expressed  
10 satisfaction with this process. The testimony provided in those hearings, as  
11 well as the Georgia Commission's rejection of BellSouth's SGAT, show  
12 BellSouth has not demonstrated that it possesses both the technical  
13 competence and the willingness to provide network elements other than  
14 interconnection trunks to CLECs. BellSouth has provided no additional  
15 evidence in this proceeding sufficient to demonstrate that it can provide  
16 access to unbundled network elements in accordance with Section 251(c)(3).

17

18 **Q. WHAT HAS BEEN AT&T'S EXPERIENCE WITH UNBUNDLED**  
19 **NETWORK ELEMENTS WITH BELLSOUTH?**

20 **A.** Disappointing, to say the least. AT&T attempted to order network elements  
21 through the Unbundled Network Elements Platform but BellSouth was  
22 unable to implement the UNE platform on a nondiscriminatory basis. I  
23 address AT&T's operational experience with attempts to order the unbundled  
24 platform in more detail below. The requirements of the Act and the policy

1 issues related to the unbundled platform are discussed in detail in the  
2 testimony of Mr. Gillan.

3

4 **Q. WHAT IS THE "UNBUNDLED PLATFORM"?**

5 A. The unbundled platform is a combination of UNEs, consisting of the network  
6 interface device (NID), unbundled loop (combination of the loop distribution,  
7 loop feeder, and the loop concentrator/multiplexer), local switching, operator  
8 systems, common and dedicated transport, signaling and call-related data  
9 bases, and tandem switching. The platform permits a new local service  
10 provider to offer local exchange and exchange access service. With this  
11 combination, a local service provider can offer a full range of  
12 telecommunications services to end users and other carriers. When providing  
13 service with the platform, a CLEC experiences more flexibility as well as  
14 more risk, than when it simply resells BellSouth services that BellSouth  
15 already provides to end users.

16

17 **Q. DOES THE TELECOMMUNICATIONS ACT PERMIT USE OF AN**  
18 **UNBUNDLED PLATFORM?**

19 A. Yes. The Act specifically provides that "[a]n incumbent local exchange  
20 carrier shall provide such unbundled network elements in a manner that  
21 allows requesting carriers to combine such elements in order to provide  
22 telecommunications service." 47 USC § 251(c)(3).

23

24 **Q. WHAT DO THE FCC RULES REQUIRE WHEN ORDERING**  
25 **COMBINATIONS OF UNES?**

1 A. The FCC rules explicitly prohibit ILECs from separating network elements  
2 that are currently combined by the ILEC unless a carrier specifically requests  
3 otherwise. 47 C.F.R. § 51.315(b). The FCC further explains that the ILEC  
4 "must provide, as a single, combined element, facilities that could comprise  
5 more than one element." First Report and Order, ¶ 295. This plainly  
6 describes BellSouth's obligations under § 251 of the Act regarding access to  
7 the unbundled platform. At AT&T's request, BellSouth must make the  
8 platform available as a single combined element.

9

10 **Q. WAS BELLSOUTH ABLE TO PROVIDE THE UNBUNDLED**  
11 **NETWORK PLATFORM?**

12 A. No. When AT&T recently ordered the Unbundled Network Element  
13 platform in Florida as part of a joint concept testing arrangement, BellSouth  
14 was unable to demonstrate that it can provide it. AT&T first tried to set up a  
15 means of communicating our requirements for UNEs through a "Footprint"  
16 order to define for a particular geographic area, the capabilities AT&T desires  
17 in that area. The purpose of using the footprint order is to ensure that  
18 BellSouth will be able to provide those UNEs for AT&T customers in that  
19 area. When AT&T submitted its footprint order in Florida, it received no  
20 confirmation of the order from BellSouth and no communication on methods  
21 and procedures for providing AT&T the requested access. AT&T then placed  
22 four individual orders.

23

24 **Q. DID BELLSOUTH SUCCESSFULLY PROVISION THE ORDERS?**

1 A. No. These orders were placed through a manual process, and as shown in  
2 Mr. Bradbury's testimony, manual ordering processes do not comply with  
3 requirements of the Act. More importantly, however, BellSouth has failed  
4 and refused to provide AT&T with call detail information that would allow  
5 AT&T to determine whether and to what extent BellSouth actually is  
6 providing UNEs. See AT&T's Motion to Compel Compliance filed in  
7 Docket No. 960833-TP on June 9, 1997. Moreover, BellSouth admitted in its  
8 June 23<sup>rd</sup> response that it does not have the ability to bill AT&T in this  
9 manner. BellSouth's inability to record and provide the requested UNE data  
10 forecloses any meaningful attempt to analyze BellSouth's ability to provide  
11 UNEs. Until AT&T knows what it is getting when it places orders for UNEs,  
12 it will not know (1) if they are available or (2) that BellSouth has in place the  
13 methods and procedures to provide nondiscriminatory access to UNEs.

14  
15 **Q. IS BELL SOUTH IN A POSITION TO PROVIDE THE UNBUNDLED**  
16 **PLATFORM ON A NONDISCRIMINATORY BASIS?**

17 A. No. BellSouth cannot do so now. Three things must happen before  
18 BellSouth can implement the unbundled platform.

19  
20 First, fully tested Operational Support Systems (OSS) interfaces between  
21 BellSouth and CLECs must be in place. Mr. Bradbury's testimony  
22 demonstrates that nondiscriminatory OSS interfaces are not available at this  
23 time.

24

1           Second, the process by which AT&T will specify the particular features,  
2           functions and capabilities of the UNEs necessary to serve a customer using  
3           the UNE platform, as well as the methods and procedures that BellSouth will  
4           use to implement AT&T's request, must be defined, put in place, and tested.

5  
6           Finally, BellSouth must develop procedures for dealing with large scale  
7           transfers of customers to the unbundled platform on a bulk order basis that  
8           allows CLECs to specify the UNEs necessary to implement these customers  
9           efficiently. If such procedures are not developed, delays in the transfer of  
10          customers will occur. AT&T and the other CLECs that offer the unbundled  
11          platform will suffer because their service will be viewed by customers as  
12          unreliable (even though BellSouth will be responsible for the delay), and  
13          AT&T will not be able to serve its customers in substantially the same time  
14          and manner as BellSouth.

15  
16   **Q.    ARE THERE ANY OTHER ISSUES THAT MUST BE RESOLVED**  
17   **BEFORE BELL SOUTH CAN PROVIDE NONDISCRIMINATORY**  
18   **ACCESS TO UNBUNDLED NETWORK ELEMENTS?**

19   **A.    Yes. The Interconnection Agreement requires that within ninety days of the**  
20   **effective date of the agreement the parties will agree upon a cooperative**  
21   **testing plan which will include procedures for resolving technical issues**  
22   **relating to the interconnection of AT&T's network to BellSouth's network,**  
23   **network elements and ancillary functions. (Florida Agreement, Att. 2,**  
24   **§ 16.1.2.) The Cooperative Testing Plan is essential to allow the parties to**  
25   **resolve technical issues that arise in implementation. To develop the plan,**

1 the parties must negotiate many methods and procedures. Until such  
2 procedures are negotiated and put into practice, AT&T will not be able to  
3 enter the local market without fear for its ability to provide problem-free  
4 service. AT&T would suffer damage to its reputation if technical problems  
5 arose, disrupting service to AT&T customers, particularly if no plan is in  
6 place to resolve these problems. In the meantime, the parties must address  
7 issues as they arise on a case-by-case basis. The uncertainty and inefficiency  
8 of this process means that AT&T has no guarantee that it will receive or that  
9 BellSouth can provide nondiscriminatory access to UNEs.

10

11 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH**  
12 **CHECKLIST ITEM 2?**

13 A. No. Until BellSouth has the methods and procedures in place to promptly  
14 provide any requesting CLEC nondiscriminatory access to any one UNE or a  
15 UNE combination, BellSouth cannot comply with this checklist item. In  
16 addition, these methods and procedures must be tested and analyzed against  
17 performance measurements to assure nondiscriminatory access.

18

19 **ISSUE 4 -- POLES, DUCTS, CONDUITS AND RIGHTS OF WAY**

20

21 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
22 **CHECKLIST ITEM?**

23 A. Under Checklist Item 3, BellSouth must provide nondiscriminatory access to  
24 the poles, ducts, conduits, and rights-of-way owned or controlled by  
25 BellSouth at just and reasonable rates in accordance with the requirements of



1           47 U.S.C. § 224. Nondiscriminatory access means at a minimum, that the  
2 terms and conditions are offered equally to all requesting carriers, and where  
3 applicable, they must be equal to the terms and conditions under which  
4 BellSouth provisions the elements to itself.

5  
6           CLECs require the same access to poles, ducts, conduits and rights-of-way as  
7 BellSouth provides to itself. BellSouth maintains that it provides this access  
8 now under licensing agreements for Interexchange Carriers. However, the  
9 access required in the local market will differ from that currently offered.  
10 Access will be needed for local competition in many more locations, and  
11 AT&T now will be a competitor to BellSouth, rather than a provider of long  
12 distance service which complemented BellSouth's local offerings.

13  
14   **Q.   HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
15   **CHECKLIST ITEM?**

16   **A.**   No. The parties have an implementation guide regarding the process by  
17 which AT&T can request access to poles, ducts, conduits and rights-of-way.  
18 Until these methods and procedures have been tested and implemented,  
19 BellSouth cannot demonstrate compliance with this checklist item. It is  
20 premature to push forward with these processes until BellSouth has shown  
21 that it can provide non-discriminatory access.

22

23

**ISSUE 5 – LOCAL LOOPS**

24

25   **Q.   WHAT ARE LOCAL LOOPS?**

1 A. The local loop is the network element that provides access to the customer  
2 location from the BellSouth local office. In most cases, the local loop  
3 consists of the wires that go from the main distribution frame ("MDF") in the  
4 local telephone office out into the streets to the connection at the network  
5 interface device at the customer location. Local loops provide the  
6 transmission medium for all local services. Providing unbundled local loops  
7 is a new and different process that BellSouth has not yet fully implemented  
8 anywhere in its territory.

9

10 **Q. WHAT IS REQUIRED TO "FULLY IMPLEMENT" THE**  
11 **UNBUNDLING OF LOOPS?**

12 A. Full implementation requires, at a minimum, a fully tested and functioning  
13 process for pre-ordering, ordering, provisioning, maintenance and billing.  
14 See FCC Order ¶ 386. These working processes must be in place, adequately  
15 tested, and demonstrated to work in a market environment for both new and  
16 existing customers. For example, providing a loop for a new customer  
17 involves connecting an available loop through the BellSouth office to the  
18 CLEC's connections.

19

20 However, changing an *existing* customer from BellSouth to the new CLEC  
21 requires an alternative process involving different activities. These activities  
22 consist of the following:

23

24 1. BellSouth must verify the appearance of the customer's loop on its  
25 MDF and pre-wire the cross-connection of the existing loop on the

1           MDF to the CLEC's collocated equipment. The existing BellSouth  
2           loop must be physically disconnected from BellSouth's switch and  
3           extended to the connection for the CLEC's switch. This provides the  
4           "new" dial tone from the CLEC's switch. At the scheduled time,  
5           BellSouth must remove the loop connection to its switch and  
6           terminate the pre-wired cross-connections to the CLEC's collocated  
7           equipment.

8  
9           2.     BellSouth must update the translations in the BellSouth switch so that  
10           people calling this customer's number will be routed to the new CLEC  
11           switch and the customer can receive incoming calls. This requires  
12           that the requested interim number portability method be activated to  
13           reflect the customer's new location at the CLEC's switch. BellSouth  
14           must coordinate with the CLEC to ensure a seamless handoff of the  
15           customer's service at the scheduled time or "at the time of routing to  
16           the CLEC switch" to prevent an outage of service for the customer.

17  
18           Unless these tasks are performed at approximately the same time, the  
19           customer may have dial tone but may not have full service such as the ability  
20           to receive incoming calls.

21  
22    **Q.     CAN BELL SOUTH COMPLY WITH THIS CHECKLIST ITEM?**

23    **A.     No.** BellSouth has the ability today to reuse its customer loops and telephone  
24           numbers for its customers desiring a change of service. However, the  
25           testimony of other carriers in Georgia and Louisiana reveal that the methods

1 and procedures for a CLEC desiring to provide customers with the same  
2 capability clearly are not in place, nor have they been tested to ensure that  
3 service changes will happen in the time frames customers expect. BellSouth's  
4 systems are the same throughout the region; there is no reason to expect that  
5 BellSouth has capabilities in Florida that it does not have in other states.

6

7 **Q. WHAT WOULD BELLSOUTH HAVE TO DO IN ORDER TO**  
8 **COMPLY WITH CHECKLIST ITEM 4?**

9

10 A. Under Checklist Item 4, BellSouth must provide local loop transmission from  
11 the central office to the customer's premises, unbundled from local switching  
12 or other services. In addition, Section 251(c)(3) requires BellSouth to  
13 provide nondiscriminatory access to network elements on an unbundled basis  
14 at any technically feasible point on rates, terms and conditions that are just,  
15 reasonable and nondiscriminatory. Nondiscriminatory access means at a  
16 minimum, that the terms and conditions are offered equally to all requesting  
17 carriers, and where applicable, they must be equal to the terms and conditions  
18 under which BellSouth provisions the elements to itself. Further, BellSouth  
19 must provide loops at the same intervals in which BellSouth obtains them for  
20 itself. BellSouth also must provide access to Integrated Digital Loop Carrier  
21 ("IDLC") delivered loops.

22

23 **Q. WHY IS THE INTERVAL FOR PROVISIONING IMPORTANT?**

24 A. In order to provide nondiscriminatory access to unbundled loops, BellSouth's  
25 pre-ordering, ordering, provisioning, maintenance, and billing systems must

1 ensure that CLECs can obtain loops at the same intervals that BellSouth  
2 obtains them for itself. This would require the Operations Support Systems  
3 that AT&T witness, Mr. Bradbury, describes in his testimony. The new  
4 carrier must have the ability to provide the service in the same interval to the  
5 customer that BellSouth can through its internal processes.

6  
7 BellSouth must make these intervals for provisioning unbundled loops  
8 available to provide assurance that the CLEC's customers are not being  
9 discriminated against. BellSouth has stated its intent to establish intervals for  
10 unbundled loops on a Customer Desired Due Date basis, but has not  
11 committed to meeting these intervals. Instead, BellSouth has stated all  
12 intervals are subject to negotiation, and it promises only to provide the loops  
13 subject to projected workload, features and services requested, and equipment  
14 availability. BellSouth believes that these items can only be determined  
15 when the order is processed. These discriminatory provisioning intervals  
16 give BellSouth the ability to determine unilaterally the rate at which its  
17 competitors obtain new customers. Such power imposes intolerable burdens  
18 on CLECs, and is antithetical to the development of competition. CLECs  
19 cannot make provisioning commitments to their customers if BellSouth will  
20 not make provisioning commitments to the CLECs.

21

22 **Q. WHAT MUST BELLSOUTH DO IN REGARD TO IDLC-DELIVERED**  
23 **LOOPS?**

24 **A.** Although BellSouth has agreed to unbundle IDLC-delivered loops, BellSouth  
25 has not established or tested the method by which it will provide these loops.

1           Until this method is defined and tested, there is no way to know whether  
2           BellSouth will be able to comply with this checklist item.

3

4   **Q.   WHAT HAS BEEN AT&T'S EXPERIENCE WITH LOCAL LOOPS**  
5   **WITH BELLSOUTH?**

6           A. AT&T's experience with BellSouth providing local loops is limited to the  
7           four orders placed in Florida for a combination of all 12 unbundled  
8           network elements. These orders included the provisioning of the existing  
9           customer local loops. As mentioned earlier, testing on these orders is  
10          ongoing. Carriers in other states, however, have had problems trying to  
11          obtain local loops from BellSouth. The ACSI witness in the Georgia 271  
12          hearing described the following problem: One of ACSI's customers who  
13          had experienced delays in obtaining service, switched back to BellSouth  
14          even after BellSouth called and informed the customer that it was  
15          BellSouth's problem and not ACSI's. The customer's comment was very  
16          telling. He stated that he realized that the problem was not ACSI's fault,  
17          but felt that it would never have happened if he had not switched carriers.  
18          This kind of experience is often shared with others and may ruin the  
19          CLEC's opportunity to compete in the market.

20

21   **Q.   HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
22   **CHECKLIST ITEM?**

23          A. No. Until BellSouth has the methods and procedures in place to provide local  
24          loops in a nondiscriminatory and prompt manner to any requesting CLEC  
25          that are equal in quality with BellSouth's, BellSouth cannot demonstrate

1 compliance with this checklist item. BellSouth is not able at this time to  
2 implement fully the unbundling of loops either under the SGAT or the  
3 arbitrated agreements referenced in its testimony because the methods and  
4 procedures are not in place and tested. In addition, BellSouth does not yet  
5 have an Operations Support System (OSS) to support non-discriminatory  
6 provisioning and maintenance. These critical shortcomings are addressed in  
7 the testimony of Mr. Bradbury.

8  
9 **ISSUE 6 -- LOCAL TRANSPORT**

10  
11 **Q. WHAT IS LOCAL TRANSPORT?**

12 A. Local transport is the network element that provides the pathways that  
13 connect the local network switches. It provides the carriers with the means to  
14 transport calls throughout the local calling area. It consists of both dedicated  
15 transport and common transport. Dedicated transport is for the exclusive use  
16 of one carrier's customers, and common transport is shared with all carriers.

17  
18 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING LOCAL  
19 TRANSPORT IN ACCORDANCE WITH THE CHECKLIST?**

20 A. No. BellSouth has problems in providing both forms of transport, dedicated  
21 transport and common transport. Under Checklist Item 5, BellSouth must  
22 provide local transport from the trunk side of a wireline local exchange  
23 carrier switch unbundled from switching or other services. Further,  
24 BellSouth must provide nondiscriminatory access to local transport as an  
25 unbundled network element in accordance with the requirements of

1 Section 251(c)(3) and 252(d)(1) of the Act. Section 251(c)(3) requires  
2 BellSouth to provide nondiscriminatory access to network elements on an  
3 unbundled basis at any technically feasible point on rates, terms and  
4 conditions that are just, reasonable and nondiscriminatory.  
5 Nondiscriminatory access means at a minimum, that the terms and conditions  
6 are offered equally to all requesting carriers, and where applicable, they must  
7 be equal to the terms and conditions under which BellSouth provisions the  
8 elements to itself. BellSouth has not been able to do so.

9 **Q. PLEASE DESCRIBE BELL SOUTH'S DIFFICULTIES IN**  
10 **PROVIDING LOCAL TRANSPORT.**

11 **A.** First, BellSouth states that it has been providing dedicated transport because  
12 it is comparable to the access transport provided to IXC's for years. It is  
13 important to recognize that BellSouth has been providing transport for  
14 interLATA and toll calls only and not for local calls. Moreover, as I describe  
15 in my testimony regarding interconnection, BellSouth is not willing to allow  
16 AT&T to take advantage of the transport BellSouth has been providing for  
17 long distance calls. This issue thus relates to both the interconnection and  
18 local transport requirements of this Act. In Georgia, BellSouth refused to  
19 provide AT&T the ability to use existing dedicated transport facilities to  
20 provide local service to our Digital Link customers. These customers  
21 currently have access to AT&T's network through a dedicated connection.  
22 AT&T needs the ability to use the existing dedicated transport already  
23 connected to BellSouth for customers to place a local call to the BellSouth  
24 local network. Until BellSouth agrees to provide access to dedicated



1 transport for these calls, it cannot meet the requirements of this checklist  
2 item.

3  
4 Second, BellSouth simply cannot claim that the common transport it  
5 currently has in its network can be utilized by CLECs without some  
6 additional work. BellSouth has not put in place the methods and procedures  
7 that provide certainty that common transport can be provided between end  
8 offices and billed on a nondiscriminatory basis. For example, in Florida,  
9 following AT&T's attempts to order the UNE platform, BellSouth has not  
10 confirmed that AT&T received shared transport or how BellSouth will render  
11 a usage sensitive bill for this shared transport. Therefore, BellSouth cannot  
12 claim that it has met the requirements of the Act to provide unbundled local  
13 transport.

14  
15 Until BellSouth demonstrates it has put in place the methods and procedures  
16 to provide both dedicated and common transport and test its availability, it  
17 cannot meet the requirements of this checklist item.

18

19

#### ISSUE 7 -- LOCAL SWITCHING

20 **Q. WHAT IS LOCAL SWITCHING?**

21 **A.** Local switching is the network element that provides the connections  
22 between the customer's loops and others in the network and connects that  
23 customer to the dial tone and the features in the switch. It also provides the  
24 information that a carrier will use to bill both the customer for features used

1 in the switch, and other carriers for access to the customer. The local switch  
2 is the "brains" of the network.

3

4 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
5 **CHECKLIST ITEM?**

6 A. BellSouth's obligation is to provide nondiscriminatory access to local  
7 switching as an unbundled network element. BellSouth must provide  
8 nondiscriminatory access to network elements in accordance with the  
9 requirements of Section 251(c)(3) and 252(d)(1) of the Act. Section  
10 251(c)(3) requires BellSouth to provide nondiscriminatory access to network  
11 elements on an unbundled basis at any technically feasible point on rates,  
12 terms and conditions that are just, reasonable and nondiscriminatory.  
13 Nondiscriminatory access means at a minimum, that the terms and conditions  
14 are offered equally to all requesting carriers, and where applicable, they must  
15 be equal to the terms and conditions under which BellSouth provisions the  
16 elements to itself. This means that BellSouth must provide all of the features,  
17 functions, capabilities of the switch.

18

19 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING LOCAL**  
20 **SWITCHING IN ACCORDANCE WITH THE CHECKLIST?**

21 A. No, there are several unresolved issues related to provision of local  
22 switching. I address AT&T's attempts use the local switch for Direct Routing  
23 to AT&T's operator services platform and to obtain unbundled local  
24 switching below. The requirements of the Act and the policy issues related to

1 unbundled local switching are discussed in detail in the testimony of Mr.  
2 Gillan.

3  
4 First, BellSouth has refused to provide direct routing to AT&T. Direct  
5 routing is the ability for AT&T's customers to reach our operator services and  
6 directory services when dialing 0 or 411 just as BellSouth customers are able  
7 to dial those numbers to reach BellSouth operators and directory assistance.  
8 The FCC has ordered ILECs, "to the extent technically feasible, to provide  
9 customized routing, which would include such routing to a competitor's  
10 operator services and directory assistance platform." FCC Order ¶ 536.  
11 Direct routing is technically feasible and available today. Generally, there are  
12 two means to provide direct routing: through switch translations using Line  
13 Class Codes (LCCs) or through an Advanced Intelligent Network (AIN)  
14 database solution.

15  
16 Direct routing is not currently available from BellSouth using either using  
17 LCCs or AIN. AT&T met with BellSouth shortly after the Georgia  
18 Agreement was signed on February 3, 1997 to request direct routing for our  
19 Georgia customers. We provided BellSouth with a formal request on March  
20 20, 1997 for direct routing, including the ability for AT&T to use a feature of  
21 the switch called "code conversion." This is the means that the switch uses  
22 when a customer dials 411. The switch converts the 411 number to another  
23 number before passing it to AT&T. BellSouth admits that this is technically  
24 feasible, but again has requested that AT&T utilize the cumbersome BFR  
25 process for its request. This is another example of BellSouth's efforts to

1 delay providing the items it has promised. My information at this time is  
2 that although the work is beginning in July for implementation of direct  
3 routing in Georgia, it won't complete until the end of September--a full seven  
4 months after the agreement was signed, despite the Commission's order.

5

6 The second major unresolved issue relating to unbundled local switching is  
7 BellSouth's failure to provide access to all of the features of the switch.  
8 CLECs must be able to use the full capabilities of the switch just as  
9 BellSouth does. To date, when AT&T orders this element as part of the  
10 platform, these details have not been made available from BellSouth.  
11 BellSouth must demonstrate that it can provide the full capability of the  
12 switch, including the ability for a CLEC to:

13

- 14 · Activate and change features,
- 15 · Define the translations for our customers, and
- 16 · Provide usage billing which includes identification of the Carrier  
17 Identification Code or CIC code of the Interexchange carrier for a toll  
18 call and the billing of access charges.

19

20 The fact is that none of these items are anywhere near enough to completion  
21 to ensure that they can be made available to AT&T. The testing for the four  
22 orders in Florida is not complete, in part because of BellSouth's refusal to  
23 properly provide and bill for these orders, and the methods and procedures for  
24 billing have not been resolved.

25

1 ISSUE 8 – 911/E911 SERVICES, DIRECTORY ASSISTANCE, AND  
2 OPERATOR SERVICES  
3

4 **Q. WHY IS THIS CHECKLIST ITEM IMPORTANT?**

5 A. 911/E911 services, Directory Assistance, and Operator services are used by  
6 all consumers for access to emergency agencies, directory assistance service  
7 for telephone number information on all subscribers, and operator service for  
8 access to operators, calling cards, collect calls and other customer service  
9 applications. Customers of all CLECs, including BellSouth's customers,  
10 must have nondiscriminatory access to these services under the Act.  
11

12 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
13 **CHECKLIST ITEM?**

14 A. Under Checklist Item 7, BellSouth must provide nondiscriminatory access to  
15 911/E911 services, directory assistance services, and operator call completion  
16 services. Nondiscriminatory access means at a minimum that the terms and  
17 conditions are offered equally to all requesting carriers, and where applicable  
18 they must be equal to the terms and conditions under which BellSouth  
19 provisions the elements to itself.  
20

21 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING 911/E911**  
22 **SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL**  
23 **COMPLETION IN ACCORDANCE WITH THE CHECKLIST?**

24 A. No. Although nondiscriminatory access is technically feasible and can be  
25 provided by direct routing from the switch or other means, BellSouth

1 continues to brand these services as its own even for AT&T customers.  
2 Branding is important to consumers because it eliminates customer  
3 confusion. Accordingly, branding aids in achieving parity, making it possible  
4 for consumers to reap the benefits of effective competition. See 47 C.F.R.  
5 § 51.305(a), 311 (b); FCC Order No. 96-325 ¶¶ 244, 313, 970. The FCC  
6 specifically noted that "brand identification is critical to reseller attempts to  
7 compete with ILECs and will minimize consumer confusion." FCC Order  
8 ¶ 971.

9  
10 When customers dial 411 today in Florida, both the BellSouth customer and  
11 the CLEC customer will hear the BellSouth brand. In order for these services  
12 to be nondiscriminatory, the CLEC's customer must hear the brand of its own  
13 provider, or all customers must hear no brand identification at all. Until  
14 BellSouth provides branding for CLEC customers or stops branding its own  
15 services, it cannot meet this checklist item.

16  
17  
18 **ISSUE 10 – TELEPHONE NUMBERS**

19  
20 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
21 **CHECKLIST ITEM?**

22 **A.** BellSouth is the administrator of telephone numbers in its service area.  
23 These numbers include both the local exchange numbers for AT&T's  
24 switches, and the individual numbers for AT&T customers. All customers of  
25 CLECs should have nondiscriminatory access to telephone numbers, as

1 compared to each other and BellSouth. Under Checklist Item 9, BellSouth  
2 must provide nondiscriminatory access to telephone numbers for assignment  
3 to other carriers' telephone exchange service customers until  
4 telecommunications numbering administration guidelines, plans or rules are  
5 established, after which date BellSouth must comply with such guidelines.

6

7 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
8 **TELEPHONE NUMBERS IN ACCORDANCE WITH THE**  
9 **CHECKLIST?**

10 A. No. Methods and procedures for assignment of telephone numbers that apply  
11 equally to everyone including BellSouth must be established. These do not  
12 exist today. In addition, Mr. Bradbury discusses in his testimony the impact  
13 of the lack of electronic interfaces on BellSouth's ability to assign telephone  
14 numbers in a nondiscriminatory manner.

15

16 **ISSUE 11 – SIGNALING AND DATABASES**

17

18 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
19 **CHECKLIST ITEM?**

20 A. Under Checklist Item 10, BellSouth must provide nondiscriminatory access  
21 to databases and associated signaling necessary for call routing and  
22 completion.

23

24 Unbundled signaling and databases are necessary for a telecommunications  
25 carrier with its own switching facilities to access the ILEC's SS7 signaling

1 network for originating and completing calls to each other's network. The  
2 signaling elements are the signaling links, the signal transfer points, and the  
3 databases used for routing of calls. They comprise a "mini network" that  
4 connects the networks and provides the intelligence for call routing and  
5 completion.

6

7 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
8 **SIGNALING AND DATABASES IN ACCORDANCE WITH THE**  
9 **CHECKLIST?**

10 A. No. Here again, BellSouth has not provided the methods and procedures that  
11 show nondiscriminatory access. Without the Cooperative Testing Process  
12 discussed in relation to UNEs, the parties are unable even to identify  
13 technical issues requiring resolution. For example, testing is required to  
14 determine how the parties will provide access to its Advanced Intelligent  
15 Network. Before this testing can start, the parties must first agree on testing  
16 processes. The importance of the testing process is illustrated by the AIN  
17 study performed by BellSouth and AT&T in November 1995. Although the  
18 parties both participated in the testing, they came to radically different  
19 conclusions about the results of the tests, reinforcing the need for prior  
20 agreement on how testing will be performed and analyzed. Once the process  
21 is established, testing and operational experience will demonstrate if there are  
22 problems to resolve. At this point, neither this Commission nor CLECs can  
23 determine whether BellSouth will be able to comply with this checklist item.

24

25

**ISSUE 12 -- NUMBER PORTABILITY**



1

2 **Q. WHAT IS LOCAL NUMBER PORTABILITY?**

3 A. Local Number Portability (LNP) as used in this testimony refers to "service  
4 provider portability". Service provider portability allows a customer to  
5 change local service providers while retaining his or her telephone number at  
6 the same location and the same service without impairment of functionality.  
7 Because historically there has been only one provider serving a local  
8 exchange area, there has not been a need, until now, for LNP. Thus, the  
9 current network architecture does not allow a customer to change his or her  
10 local service provider and retain the same number. This lack of LNP presents  
11 a significant barrier to the introduction and growth of local exchange  
12 competition.

13

14 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
15 **CHECKLIST ITEM?**

16 A. Under Checklist Item 11, BellSouth must provide interim number portability  
17 through remote call forwarding, direct inward dialing trunks, or other  
18 comparable arrangements, with as little impairment of functionality, quality,  
19 reliability, and convenience as possible. After the FCC issues regulations  
20 pursuant to § 251 requiring number portability, BellSouth must comply with  
21 such regulations. BellSouth's obligation is to be in full compliance with the  
22 FCC order on Number Portability. This includes meeting the interim number  
23 portability requirements and the permanent number portability requirements.

24

1 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING NUMBER**  
2 **PORTABILITY IN ACCORDANCE WITH THE CHECKLIST?**

3 A. No. While BellSouth has made progress, it has not yet met its LNP  
4 obligations under Section 271 of the Act. See In the Matter of Telephone  
5 Number Portability, FCC Order No. 96-286, First Report and Order (July 2,  
6 1996.) "Number Portability Order". Until such time as permanent LNP is  
7 offered, BellSouth must offer interim number portability ("INP") solutions  
8 which provide as little impairment of features, functioning, quality and  
9 inconvenience as possible. BellSouth offered to provide Remote Call  
10 Forwarding ("RCF") and Direct Inward Dialing ("DID") in Florida as INP  
11 solutions.

12  
13 Remote Call Forwarding and Direct Inward Dialing have only recently been  
14 used to provide number portability in situations where customers change  
15 carriers. In the past these methods were used only for BellSouth customers  
16 who remained BellSouth customers but wanted to forward their number to a  
17 new location. The Act requires BellSouth to provide number portability in  
18 situations where customers change carriers. There are several key  
19 differences:

- 20
- 21 · Carriers will be ordering number portability, not customers.
  - 22 · New switches and network arrangements must be put in place by the
  - 23 CLECs that are not there today, and,
  - 24 · BellSouth must implement and test billing methods and procedures to
  - 25 make LNP available.

1 BellSouth is not delivering number portability in accordance with the Act.

2

3 **Q. OTHER THAN RCF AND DID AS OFFERED IN THE SGAT, ARE**  
4 **THERE ANY OTHER SOLUTIONS REQUIRED TO MEET THE**  
5 **STANDARD OF NONDISCRIMINATORY ACCESS?**

6 A. Yes. AT&T requested in negotiations, and BellSouth agreed to provide,  
7 Route Indexing - Portability Hub ("RI-PH") as the INP solution for customers  
8 with large quantities of telephone numbers in Florida. RCF and DID are not  
9 sufficient to address the needs of these customers. Retaining their existing  
10 telephone numbers through an INP solution that is invisible to the end user is  
11 extremely important to these customers. Only the most effective solutions  
12 that allow competitors to serve all customers are nondiscriminatory. If RCF  
13 and DID are the only available means of INP, many of these customers with  
14 large quantities of numbers likely will refuse to switch CLECs until a  
15 permanent number portability solution becomes available.

16

17 To meet the needs of these customers, an INP method is needed that  
18 conserves the use of telephone numbers so as to avoid number exhaust and  
19 resulting area code splits. RI-PH is the most effective INP solution for these  
20 customers and is more efficient in meeting their requirements because of the  
21 large quantity of telephone numbers and large number of incoming calls these  
22 customers will receive. BellSouth agreed in our interconnection agreement to  
23 provide RI-PH. Tests confirmed RI-PH was technically feasible. BellSouth  
24 also should include RI-PH as another form of INP in its SGAT.

1 In Florida for our Digital Link customers, AT&T simply has not received  
2 sufficient answers from BellSouth in response to our inquiries on how INP  
3 will work and in what time frames it will be available in this new  
4 environment. BellSouth has not been sufficiently responsive to AT&T's  
5 questions for AT&T to have confidence that the methods and procedures for  
6 RI-PH are in place and have been tested, and that this means of number  
7 portability will work for our customers. This two month delay in resolving  
8 something BellSouth has agreed to provide demonstrates the difficulties  
9 CLECs will encounter when implementing signed and commission-approved  
10 interconnection agreements.

11

12 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
13 **CHECKLIST ITEM?**

14 **A.** No. Until BellSouth has the methods and procedures in place to provide any  
15 requesting CLEC with number portability either through a permanent or  
16 interim solution, it cannot meet this checklist item. AT&T must have  
17 confidence that LNP will work and will be implemented with as little  
18 impairment of features, functioning, quality, and inconvenience as possible.  
19 Until the industry solution for permanent number portability is available in  
20 Florida, AT&T will have to rely on BellSouth's network to provide interim  
21 number portability for our customers. Implementation of the PNP solution is  
22 now scheduled throughout 1998 for the major Florida Metropolitan Statistical  
23 Areas ("MSAs"). As there is no permanent solution currently available, and  
24 BellSouth has not demonstrated yet that it can provide a nondiscriminatory

1 interim solution, BellSouth cannot now claim that it has complied with this  
2 checklist item.

3 **ISSUE 14 – RECIPROCAL COMPENSATION**

4  
5 **Q. WHAT IS RECIPROCAL COMPENSATION?**

6 A. Reciprocal compensation is the means that local carriers use to compensate  
7 each other for the costs to interconnect and handle the calls from the other's  
8 network. There are various industry means to do this including: meet point  
9 billing; bill and keep; and multiple bill, single tariff.

10

11 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
12 **CHECKLIST ITEM?**

13 A. Under Checklist Item 13, BellSouth must provide reciprocal compensation  
14 arrangements in accordance with the requirements of Section 252(d)(2).  
15 Section 252(d)(2) defines just and reasonable reciprocal compensation as  
16 providing for (i) the mutual and reciprocal recovery by each carrier of costs  
17 associated with the transport and termination on each carrier's network  
18 facilities of calls that originate on the network facilities of the other carrier;  
19 and (ii) costs on the basis of a reasonable approximation of additional costs of  
20 terminating such calls.

21

22 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING THE**  
23 **MEANS FOR RECIPROCAL COMPENSATION IN ACCORDANCE**  
24 **WITH THE CHECKLIST?**

1 A. No. Until BellSouth has the methods and procedures for billing in place, it  
2 has not complied with this checklist item. This issue relates to  
3 interconnection and requires BellSouth to provide nondiscriminatory access  
4 to its network for others. Without an agreement on a Percentage Local Usage  
5 factor for the local traffic between the two companies, however, BellSouth  
6 and AT&T will be unable to bill each other properly, and BellSouth will be  
7 unable to meet this checklist item.

8

9 **Q. PLEASE SUMMARIZE YOUR TESTIMONY**

10 A. All of the requirements of Sections 251, 252, and 271 that I covered are  
11 important to local competition and all of them must be satisfied. As I have  
12 shown in my testimony, BellSouth clearly has not met the requirements of  
13 Sections 251 and 252(d) or complied with any of these checklist items.

14

15 BellSouth first must have in place the instructions or methods and procedures  
16 for its personnel to provide the required checklist items in a  
17 nondiscriminatory manner. These instructions or methods and procedures are  
18 not the equivalent of methods and procedures that BellSouth has in place  
19 currently. Providing services to interexchange carriers and competing access  
20 providers is not the same as providing access to new local market entrants.  
21 BellSouth must develop new methods and procedures that address all of the  
22 detailed steps that will be necessary to make the statutorily required items  
23 available.

24

1           Second, BellSouth has to test these methods and procedures to demonstrate  
2           BellSouth actually can provide the items, in real time. BellSouth must  
3           perform internal testing, testing with other carriers, and third party testing to  
4           determine that its methods and procedures do work.

5  
6           Third, BellSouth must demonstrate that it actually is providing the items on  
7           request. As my testimony points out, as of this date, BellSouth has not shown  
8           it is providing the items consistently when requests are made. There simply  
9           has not been any operational experience of any consequence to demonstrate  
10          that BellSouth has complied with Sections 251 and 252(d) or the competitive  
11          checklist.

12  
13          Fourth, BellSouth must have in place the performance measurements that will  
14          demonstrate that the access BellSouth provides to its network is  
15          nondiscriminatory. Initially, new entrants like AT&T must purchase most of  
16          the services, network elements, and interconnection necessary to provide  
17          local exchange service exclusively from BellSouth. New entrants, therefore,  
18          cannot provide high quality services to consumers unless BellSouth first  
19          provides high quality services to new entrants. Without performance  
20          measurements, there is no way to determine that BellSouth complies with the  
21          requirements of the Act.

22  
23          Premature approval of BellSouth's petition will harm the total  
24          telecommunications marketplace. BellSouth today enjoys tremendous  
25          advantages in the delivery of service to customers in Florida through its

1 control of the local network. Additionally, while BellSouth may support  
2 current industry efforts to resolve these issues, it will have less incentive to  
3 do so if it is allowed to provide interLATA services before it has complied  
4 with Sections 251 and 252(d) and the checklist.

5  
6 BellSouth's lack of experience with competitive market levels is  
7 demonstrated by its inability to deliver even in the limited circumstances it  
8 has encountered so far in the local exchange market. Does BellSouth comply  
9 with the mandates of Sections 251, 252(d) and 271? No, not at the present  
10 time. Instead, BellSouth offers promises that, some time in the future, it  
11 intends to comply. BellSouth cannot have it both ways. It must provide all  
12 of the critical components to permit the total opening of the local market to  
13 competition, including documented actual experience of some consequence to  
14 ensure the robustness of its interfaces, processes, and performance.

15  
16 This Commission should reject BellSouth's SGAT because it fails to meet all  
17 of the requirements of Sections 251 and 252(d) and the competitive checklist.  
18 First, BellSouth is not currently providing interconnection and access to  
19 unbundled network elements in accordance with the Act. Second, BellSouth  
20 has not offered to provide nondiscriminatory access to all of the elements the  
21 Act requires. Third, for those items BellSouth promises to provide in  
22 accordance with the Act, it does not have all of the necessary methods and  
23 procedures in place to provide the promised items. Fourth, BellSouth has not  
24 performed adequate testing or demonstrated operational experience to  
25 confirm whether it is able to provide the items promised in the SGAT.



1           Finally, performance measurements and benchmarks to ensure that access to  
2           UNEs is being provided on a nondiscriminatory basis are not yet in place.  
3           Until all of these requirements have been met, BellSouth cannot demonstrate  
4           that it is offering access to its network in compliance with the Act.

5

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

7   **A.    Yes, it does.**

8

# The Unbundled Network Elements

