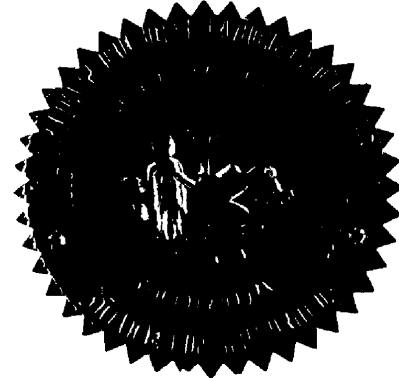


**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

DOCKET NO. 000731-TP

In the Matter of

**PETITION BY AT&T COMMUNI-
CATIONS 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.**



**ELECTRONIC VERSIONS OF THIS TRANSCRIPT
ARE A CONVENIENCE COPY ONLY AND ARE NOT
THE OFFICIAL TRANSCRIPT OF THE HEARING
AND DO NOT INCLUDE PREFILED TESTIMONY.**

VOLUME 4

PAGES 572 THROUGH 665

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**

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

02673 FEB 27 01

FPSC RECORDS & REPORTING

I N D E X**WITNESSES**

3	NAME:	PAGE NO.
4	RONALD W. MILLS	
5	Direct Examination by Ms. Ockleberry	575
	Prefiled Direct Testimony Inserted	577
6	Cross-Examination by Ms. White	641
	Cross-Examination by Mr. Fordham	658
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

EXHIBITS

NUMBER:

ID.

ADMTD.

**(No exhibits identified or received
in this volume,)**

CERTIFICATE OF REPORTER

665

PROCEEDINGS

1
2 (Transcript continues in sequence from
3 Volume 3.)

4 **MS. RULE: AT&T calls Ronald Mills.**

5 **RONALD W. MILLS**

6 **was called as a witness on behalf of AT&T COMMUNICATIONS**
7 **OF THE SOUTHERN STATES, INC. and TCG SOUTH FLORIDA, INC.**
8 **and, having been duly sworn, testified as follows:**

9 **DIRECT EXAMINATION**

10 **BY MS. OCKLEBERRY:**

11 **Q Would you please state your name?**

12 **A Ronald Mills.**

13 **Q And how are you employed, Mr. Mills?**

14 **A AT&T Corp.**

15 **Q And what is your business address?**

16 **A 1200 Peachtree Street, Atlanta, Georgia 30309.**

17 **Q And did you file or cause to be filed 39 pages**
18 **of direct testimony with three exhibits?**

19 **A Yes, I did.**

20 **Q And what about 23 pages of rebuttal testimony?**

21 **A Yes, I did.**

22 **MS. OCKLEBERRY: Mr. Chairman, just for the**
23 **record, Issue 14 was one that was resolved, so we would**
24 **withdraw Mr. Mills' testimony on that issue. And I**
25 **believe it is on – starts on direct on Page 4 through 32,**

1 **Line 5, and then in his rebuttal, Page 2, Line 13 through**
2 **Page 19, Line 2, as well as the exhibits.**

3 **CHAIRMAN JACOBS: Very well.**

4 **BY MS. OCKLEBERRY:**

5 **Q Mr. Mills, other than those deletions to your**
6 **testimony, do you have any other additions, or**
7 **subtractions, or deletions to your testimony?**

8 **A No, I don't.**

9 **Q If I were to ask you the same questions that**
10 **were in your prefiled direct and your rebuttal, would your**
11 **answers be the same?**

12 **A Yes, it would.**

13 **MS. OCKLEBERRY: Mr. Chairman, we would ask that**
14 **the direct and the rebuttal be entered into the record as**
15 **if it was read from the stand.**

16 **CHAIRMAN JACOBS: Without objection, show the**
17 **direct and rebuttal testimony as amended is entered into**
18 **the record as though read.**

19

20

21

22

23

24

25

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
2 **TESTIMONY OF RONALD W. MILLS**
3 **ON BEHALF OF**
4 **AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**
5 **AND TCG SOUTH FLORIDA, INC.**

6
7 **DOCKET NO. 000731-TP**
8 **NOVEMBER 16, 2000**

9
10 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

11 **A. My name is Ronald Mills. My business address is 1200 Peachtree Street,**
12 **NE, Atlanta, Georgia 30309.**

13
14 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

15 **A. I am employed by AT&T Corp. ("AT&T") as a District Manager within the**
16 **Law and Government Affairs organization. In this capacity, I provide**
17 **support to AT&T business units on technical issues related to network**
18 **matters and what impact, if any, decisions by the Federal Communications**
19 **Commission and state public utility commission have on those issues. My**
20 **responsibilities include providing support for the identification and resolution**
21 **of issues involving, collocation, physical interconnection such as hot cut loop**
22 **provisioning as well as any other network issues as they arise in**
23 **interconnection negotiations.**

DOCUMENT NUMBER-DATE
14858 NOV 16 8
FPSC-RECORDS-REPORTING

1 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
2 **EXPERIENCE.**

3 **A.** I hold a Bachelor of Arts Degree in Human Resource Administration from St.
4 Leo College, a Masters in Technology Management from the Georgia
5 Institute of Technology and a Master's Certificate in Commercial Project
6 Management from George Washington University. I also hold certifications
7 as an electrician and project manager. I have worked for AT&T for the past
8 26 years. Previously, I have been assigned to the Network Operations
9 Central Offices, Data Processing, Marketing, Engineering, and Environment,
10 Health and Safety divisions within AT&T.

11 In Network Operations, I was responsible for maintaining, testing, and
12 repairing private line and switched telephone equipment. As a Data
13 Processing Associate, I was responsible for managing batch and on-line
14 systems data processing programs for the Atlanta Corporate data center and
15 acting as a troubleshooter to identify and repair hardware and software errors.
16 My data processing specialty was Job Control Language debugging.

17 As a Marketing Administrator, I assisted various National Account teams
18 with technical support for customer presentations and service analysis. I also
19 provided National Account Team technical support for voice products, sales
20 and services.

21 I have held several assignments within the engineering department of AT&T.
22 I successfully transitioned the BellSouth Message TIRKS database to

1 AT&T's Toll Connect Engineering. Later, I developed and wrote all start-up
2 methods and procedures for the Atlanta Toll Connect group.

3 I served as National Account Engineering Manager for the Federal Express
4 National Account, which included responsibility for coordination of all
5 projects (Voice/Data) for this account. . As a Customer Service Engineer –
6 Switched Services Coordination, I coordinated the implementation of private
7 switched networks while working closely with the Local Exchange
8 Companies (LECs).

9 I have been a Service Node Engineer, where I managed three regions
10 (eighteen states) to provide Nodal and Hybrid services via T1.5 services and
11 access. I was also a Project Manager and provided subject matter expertise
12 for planning, coordination, and implementing projects that added capacity or
13 features to the AT&T World Wide Intelligent Network.

14

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

16 **A.** In my testimony, I address the following issues:

- 17
- 18 • The appropriate coordinated cut-over process to be used when a
19 customer changes local service providers from BellSouth to
20 AT&T when AT&T uses BellSouth's local loop to provision that
21 service (Issue 14);
 - 22 • The appropriate procedures when AT&T and BellSouth have
23 telecommunication equipment in the same building and AT&T
requests connections to either BellSouth's or another ALEC's

- 1 collocated space in BellSouth's portion of the building (Issue 19);
- 2 and
- 3 • Whether the criminal background check requirement that
- 4 BellSouth seeks to impose on AT&T's employees or agents
- 5 seeking access to collocated space in BellSouth premises is
- 6 appropriate (Issue 20).

7

8 **I. HOT CUTS – ISSUE 14**

9

10 **Q. HAS AT&T EXPERIENCED PROBLEMS WITH BELLSOUTH'S**

11 **CURRENT PROCEDURES FOR COORDINATED CUT-OVERS OF**

12 **LOCAL LOOPS?**

13 A. Yes. As I will explain later in my testimony in further detail, BellSouth's

14 process to coordinate the transfer of local service to AT&T when AT&T is

15 using BellSouth's local loops is inadequate. Unless BellSouth's process is

16 modified, it will result in an increase in the number of missed appointments

17 by BellSouth, which ultimately impacts the customer. The present process,

18 if not improved, will have a detrimental impact on AT&T's ability to attract

19 and serve local customers in Florida.

20

21 **Q. WHAT IS A COORDINATED CONVERSION OR A "HOT CUT"?**

22 A. Coordinated conversion ("Hot Cut") loop provisioning is the coordinated

23 transfer of an unbundled loop from BellSouth to an ALEC, along with the

24 porting of the customer's existing telephone number so that the customer can

1 retain the existing telephone number when obtaining service from the ALEC.

2

3 **Q. WHY IS THE PROCESS CALLED A HOT CUT?**

4 **A.** The process is called a "Hot Cut" because a customer's loop is currently in
5 active service (i.e., the loop is "hot"), and the customer's loop is cut resulting
6 in a temporary loss of active service. The hot cut process involves two
7 separate changes to a customer's loop that must be made at approximately the
8 same time: (1) the manual transfer of the customer's loop so that the loop
9 terminates on the ALEC's switch rather than at BellSouth's switch (the loop
10 cut); and (2) the software changes and the disconnection of the BellSouth
11 switch translations (the porting of the telephone number) that permit the
12 appropriate routing of inbound calls to the customer based upon the
13 customer's existing telephone number that is ported from BellSouth to the
14 ALEC.

15

16 **Q. HOW CAN THE HOT CUT PROCESS BE BEST UNDERSTOOD?**

17 **A.** Attached to my testimony is videotape, labeled as Exhibit RWM-1, which
18 was prepared under my direction and illustrates the hot cut process from start
19 to finish.

20

21 **Q. DOES AT&T HAVE PROCESSES AND PROCEDURES TO**
22 **PERFORM HOT CUTS?**

23 **A.** Yes.

1 **Q. WHY?**

2 **A.** As detailed in the video, AT&T undertakes numerous precautions to ensure
3 that there is a seamless, accurate, and reliable transition for the AT&T
4 customer when changing to a new local service provider.¹ The hot cut
5 process, which has eight steps, begins when an order is received by AT&T's
6 ordering center from the sales force.

7

8 **Q. WHAT ARE THE EIGHT STEPS IN THE HOT CUT PROCESS?**

9 **A.** They are as follows:

- 10 • Pre-Design
- 11 • Design
- 12 • Local Exchange Contact
- 13 • Customer Contact
- 14 • Number Portability
- 15 • Testing
- 16 • The Hot Cut
- 17 • Quality Assurance

18

19 1. In the Pre-Design step, AT&T accesses BellSouth's pre-ordering OSS
20 in order to obtain the customer's information such as name, address
21 and telephone number. This information is typed into the AT&T

¹ The video includes the simulation of a technician physically changing the loop from the Incumbent Local Exchange Carrier ("ILEC") to the new local service provider. We have simulated this step because a BellSouth technician in a BellSouth central office performs the actual work: physically connecting the customer's loop to AT&T's central office switch.

1 systems so that the information on AT&T's order matches
2 BellSouth's customer service record.

3

4 2. The Design step is where AT&T assigns specific equipment in both
5 AT&T's switch and equipment located in collocation space in
6 BellSouth's central offices. BellSouth will provide the customer's
7 loop, which is connected to AT&T's switch through the collocation
8 site. At this point in the hot cut process, AT&T finds the Connecting
9 Facility Assignment ("CFA") information on AT&T's equipment.

10

11 3. The Local Exchange Contact step involves preparation of the Local
12 Service Request ("LSR") by AT&T for electronic submission to a
13 BellSouth interface. BellSouth should, upon receipt of the LSR,
14 validate that the order is error free. Once this is done, BellSouth
15 should send AT&T a Firm Order Confirmation ("FOC"). The FOC
16 indicates that the order is being processed for the cutover to occur on
17 a specific date and time.

18

19 4. The Customer Contact step involves a second review of the order by
20 AT&T along with notification to the customer regarding the date and
21 time when the hot cut is scheduled to take place based on the
22 information returned on the FOC.

23

- 1 5. The Number Portability step requires the National Number Portability
2 Administrator to be notified that reprogramming is needed to move
3 the customer's telephone number from BellSouth to AT&T. This is
4 done by sending a "create" message to the administrator for activation
5 of the telephone service at a later point in the process.
6
- 7 6. During the testing stage, Bellsouth should determine that AT&T's
8 connecting facilities are ready by checking to see if Dial Tone and
9 Automatic Numbering Identification are present. BellSouth should
10 notify AT&T of the hot cut test results and whether the hot cut can
11 proceed as scheduled no later than 48 hours prior to the start of the
12 actual hot cut. This is the first time that BellSouth informs AT&T
13 whether or not the previously confirmed FOC date and time of the
14 cutover will be met.
15
- 16 7. After the testing is completed, the physical connection part of the hot
17 cut process is performed. The loop connected to BellSouth's switch
18 is disconnected and the cross-connect to equipment in AT&T's
19 collocation space is connected (the loop cut).
20
- 21 8. Quality Assurance is the final step in the process and ensures that the
22 customer has full service. At this point, AT&T determines if all the
23 lines and features have been successfully ported and accepts the

1 service from BellSouth. BellSouth closes the process by sending an
2 “unlock “ message to National Portability Administration Center
3 (NPAC) which ports the telephone number. BellSouth should also
4 cease billing the customer for local service. The customer should now
5 be able to make and receive calls as an AT&T customer.

6

7 **Q. WHAT HAPPENS IF ANY OF THE EIGHT STEPS IN THE PROCESS**
8 **ARE NOT FOLLOWED?**

9 **A.** If the multiple steps of the hot cut process are not performed in the proper
10 sequence, and in a coordinated manner between BellSouth and the ALEC,
11 service interruptions to the customer (*e.g.*, total loss of service or inability to
12 receive incoming calls) will occur. As the Federal Communications
13 Commission (“FCC”) has observed, proper coordination of the hot cut
14 between the Bell Operating Company (“BOC”) and the ALEC is “critical
15 because problems with the cut over could result in an extended service
16 disruption for the customer.” Memorandum Opinion and Order, *Application*
17 *by Bell Atlantic New York for Authorization Under Section 271 of the*
18 *Communication Act To Provide In-Region, InterLATA Service in the State of*
19 *New York*, CC Dkt. No. 99-295, FCC 99-404, 1999 WL 1243135 (rel. Dec.
20 22, 1999) ¶ 291 n.925 (hereinafter “*Bell Atlantic 271 Order*”). As the FCC
21 explained in its decision on Southwestern Bell Telephone Company’s 271
22 application for Texas: “The ability of a BOC to provision working, trouble-
23 free loops through hot cuts is critically important in light of the substantial

1 risk that a defective hot cut will result in competing carrier customers
2 experiencing service outages for more than a brief period. Moreover, the
3 failure to provision hot cut loops effectively has a particularly significant
4 adverse impact on mass market competition because they are a critical
5 component of competing carriers' efforts to provide service to the small- and
6 medium-sized business markets." Memorandum Report and Order,
7 *Application by SBC Communications Inc., Southwestern Bell Telephone*
8 *Company, And Southwestern Bell Communications Services, Inc. d/b/a*
9 *Southwestern Bell Long Distance Pursuant to Section 271 of the*
10 *Telecommunications Act of 1996 To Provide In-Region, InterLATA Services*
11 *In Texas*, CC Dkt. No. 00-65, ¶ 256 (rel. June 30, 2000)(footnotes omitted)
12 (hereinafter "*Texas 271 Order*").

13
14 **Q. IS BELLSOUTH LEGALLY OBLIGATED TO PROVIDE AT&T**
15 **WITH UNBUNDLED LOOPS THROUGH HOT CUTS?**

16 **A.** Yes. Pursuant to the Telecommunications Act of 1996, BellSouth must
17 provide nondiscriminatory access to unbundled loops and to number
18 portability on terms and conditions that are just and reasonable. See 47
19 U.S.C. §§ 251(c)(3); 271(c)(2)(B)(iv),(xi). Moreover, in the *Bell Atlantic*
20 *271 Order*, the FCC made it clear that a BOC must demonstrate that "it
21 provisions hot cuts in sufficient quantities, at an acceptable level of quality,
22 and with a minimum of service disruption".² *Bell Atlantic 271 Order* at ¶

² 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 cutovers in a reasonable

1 291; *See also Texas 271 Order* at ¶ 247.

2

3 **Q. WHY IS THE CUTOVER PROCESS IMPORTANT TO AT&T?**

4 **A.**Without an appropriately defined and agreed-to process in place and without
5 the necessary coordination between the two companies, the likelihood of the
6 customer experiencing service quality issues--up to and including a total loss
7 of local dial tone--increases. Unbundled local loops and the associated hot
8 cuts are the principal means by which AT&T can compete for the small and
9 medium size business market. AT&T must receive timely, accurate and
10 reliable hot cut loop provisioning from BellSouth so that AT&T can
11 seamlessly transition its customers to AT&T's local service. Moreover, this
12 issue is extremely important for customers who want to obtain local
13 telephone service from providers other than BellSouth. As previously stated,
14 because the change of providers results in a temporary loss of continuing
15 service coordination between the providers with clear and consistent
16 communication is crucial.

17

18 **Q. SPECIFICALLY, WHAT CONCERNS DOES AT&T HAVE WITH**
19 **BELLSOUTH'S PROCESS FOR HOT CUTS?**

20 **A.**AT&T has the following concerns:

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)(hereafter "Louisiana II"), at ¶ 279.

- 1 • BellSouth's Firm Order Confirmation (FOC) does not commit to a due date
2 or time. Therefore, there is nothing for AT&T and its customers can rely
3 upon that the hot cut will take place as scheduled [Step 3].
- 4 • BellSouth does not perform software driven loop-facility checks or software
5 driven Connecting Facility Assignment ("CFA") checks after receipt of the
6 LSR but prior to the issuance of a FOC. Without this information, the FOC is
7 useless because AT&T has no assurance that loop facilities will be available
8 on the day of the cutover [Step 2].
- 9 • If problems arise during the process after BellSouth has issued the FOC,
10 BellSouth sends a clarification notice to AT&T instead of a jeopardy notice.
11 A clarification requires the issuance of a new service order. A jeopardy
12 notice does not. This distinction is crucial because a clarification does not
13 allow for a sufficient period of time to correct problems and meet the
14 customer's requested due date and time [Step 2].
- 15 • BellSouth does not provide AT&T with 48 hours notice that all engineering
16 and central office work has been completed. This includes the Automatic
17 Numbering Information ("ANI") and Dial Tone confirmation. Without prior
18 notification, AT&T cannot provide the customer with assurance that the cut
19 will occur on the scheduled date and time [Step 6].
- 20 • BellSouth consistently fails to meet the FOC due dates and times requested
21 on the AT&T LSRs.

- 1 • BellSouth often closes orders without properly notifying AT&T by calling
2 the implementation contact phone number provided on the LSR to indicate
3 that all requested work is complete [Step 8].³

4 For AT&T and BellSouth to process coordinated hot cuts in an efficient
5 manner that allows for AT&T to meet customer's expected due dates and due
6 times, this Commission must address AT&T's concerns as stated above.
7 When BellSouth does not fulfill its obligations at any point in the process, the
8 customer conversion, without extended loss of telephone service, is in
9 jeopardy with potential repercussions to AT&T and its customers.

10

11 **Q. DOES BELLSOUTH PROVIDE A COMMITMENT OR**
12 **CONFIRMATION WHEN IT SENDS A FOC TO AT&T IN**
13 **RESPONSE TO AN AT&T LSR?**

14 **A.** A confirmation only.

15

16 **Q. WHAT IS THE DIFFERENCE?**

17 **A.** BellSouth's confirmation does not provide AT&T with a commitment that
18 BellSouth will perform the hot cut at the requested time. BellSouth states
19 emphatically that they cannot commit to a firm date and time due to a lack of
20 facilities and manpower.

21

22 **Q. WHY IS A COMMITMENT IMPORTANT TO AT&T CUSTOMERS?**

³ Both Parties agreed at the August 2000 Arbitration proceeding in North Carolina that this issue was resolved. However, BellSouth still does not follow the agreed upon process.

1 A. Unless the date and time on the FOC is a commitment, AT&T cannot
2 provide the customer, with any degree of reliability, a date and time for
3 conversion of telephone service. The inability to do so makes a new
4 customer unwilling to change providers. Currently, AT&T receives a FOC
5 which merely states that AT&T's order has been accepted and that a possible
6 due date has been established in which our customers can expect service.
7 AT&T must know early in the process that BellSouth has committed to a
8 specific time for the hot cut. Thus, in order to meet the needs of AT&T and
9 other ALECs in Florida, the date and time on the FOC should become a
10 commitment, not just a confirmation.

11

12 **Q. DOES AT&T REQUEST A SPECIFIC TIME FOR THE HOT CUT ON**
13 **THE LSR?**

14 A. Yes, presently all orders sent by AT&T to BellSouth for local loops are
15 requested as coordinated and time specific. AT&T pays an extra charge for
16 the designation of a specific time established for the hot cut. BellSouth fails
17 in many instances to meet AT&T's requested dates and times as reflected on
18 our orders and as confirmed on the FOC.

19

20 **Q. CAN BELLSOUTH ENSURE THAT THE DATE AND TIME STATED**
21 **ON THE FOC CONSTITUTES A COMMITMENT?**

22 A. Yes. BellSouth can, upon receipt of the LSR from AT&T determine that
23 provisioning can be accomplished by the date and time requested on the

1 order. This would involve an examination of BellSouth's software driven
2 database records, such as the Connecting Facility Assignment ("CFA")
3 availability and the loop make-up to determine if a new loop facility design is
4 required. A separate check of both databases would enable the FOC to be a
5 commitment. Without CFA and loop-facility checks, prior to the issuance of
6 the FOC, the chance of a customer's requested due date being missed is
7 likely. This is unacceptable.

8

9 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN A LOOP-
10 FACILITY CHECK AND A CFA CHECK?**

11 A. A loop-facility check is a database check that can be performed only by
12 BellSouth. This check entails a simple look into a database that will identify
13 the overall facility components and makeup of an existing BellSouth
14 customer's loop between the central office and the customer's premises to
15 determine if the existing loop is provided over Integrated Digital Loop
16 Carrier ("IDLC"). When a loop is provided over IDLC, it requires BellSouth
17 to perform a separate design of a new loop. This separate design causes the
18 loop to be taken out of a channelized or multiplexed setup in the central
19 office and it must be re-designed into an individualized copper loop before it
20 can be cut-over to the AT&T connecting facility.

21 Both AT&T and BellSouth perform a CFA check. Exhibit RWM-2, which is
22 attached hereto, shows the CFA check. The CFA check ensures that AT&T's
23 and BellSouth's connecting facility assignments match. This is essential for

1 a successful hot cut. It requires looking into both AT&T's and BellSouth's
2 software databases to identify the status of the physical assignment of cable
3 and pairs connecting AT&T's point of termination to BellSouth's network.
4 The status of the assignment should be either active or spare. AT&T gives its
5 CFA assignment to BellSouth at the time AT&T issues the Local Service
6 Request ("LSR"). A CFA check only determines whether or not a cable and
7 pair assignment at AT&T's collocation and at BellSouth's Main Distributing
8 Frame ("MDF" or "COSMIC FRAME") match. If BellSouth's database
9 shows AT&T's assignment as active instead of spare, a reject or clarification
10 will be returned to AT&T. If BellSouth's database shows the facility as
11 spare, the CFA verification step proceeds. If the cable pair assignment is not
12 properly matched, however, both companies will encounter rework activities
13 in order to obtain a new cable pair for the customer's requested order. If
14 BellSouth performs this simple database inquiry in the ordering stage rather
15 than the provisioning stage, the hot cut process can be flawless and the
16 customer's promised due date can be met. This check must be done until
17 AT&T has access to BellSouth's LFACS database.

18

19 **Q. DOES BELLSOUTH EVER CHECK THE LOOP-FACILITY CHECK**
20 **AND CONNECTING FACILITY ASSIGNMENT DATABASE?**

21 **A.** Yes. However, these two separate and distinct software database checks are
22 not done until after BellSouth issues the FOC. AT&T is requesting the loop-

1 facility and the CFA check be performed in the ordering stage of the hot cut
2 process before issuing the FOC.

3 **Q. WHY IS IT CRUCIAL FOR BELLSOUTH TO PERFORM THE**
4 **LOOP-FACILITIES AND CONNECTING FACILITIES**
5 **ASSIGNMENT PRIOR TO THE START OF THE HOT CUT**
6 **PROCESS?**

7 **A.** Because the information provided on the FOC is impacted by these database
8 checks and it can change the FOC from a confirmation to a commitment.
9 Currently, BellSouth performs the loop-facility check and the CFA check at
10 the provisioning stage, which is too late in the processing of a hot cut. If
11 BellSouth performs the loop-facility check prior to the issuance of the FOC,
12 and discovers whether or not an IDLC setup is involved, BellSouth will be
13 prepared for the design time accordingly. Subsequently, the due date
14 returned on the FOC will be that much more of a commitment rather than a
15 confirmation because BellSouth will have more time to design the loop if
16 necessary.⁴

17
18 **Q. DOES AT&T REQUIRE BELLSOUTH TO ACTUALLY DISPATCH**
19 **ANY TECHNICIANS OR PERSONNEL TO ACCOMPLISH THE**
20 **FACILITIES CHECK OR THE CFA CHECK DISCUSSED ABOVE?**

⁴ When cutover cannot be made due to design problems the customer is contacted by AT&T, and the customer either agrees to a new date and time, or cancels the order all together.

1 **A.** Absolutely not. AT&T's proposal would not require BellSouth to dispatch
2 any technicians or personnel to accomplish the loop facility check or the CFA
3 check.

4

5 **Q.** **WHAT SPECIFIC PROBLEMS OCCUR IF BELLSOUTH FAILS TO**
6 **PERFORM THE LOOP-FACILITIES AND THE CFA CHECK PRIOR**
7 **TO THE ISSUANCE OF A FOC?**

8 **A.** When the Loop-Facilities check and the CFA check are not performed before
9 the issuance of a FOC, the following problems occur:

- 10 1. Due dates are often missed because of BellSouth's late design of a loop
11 facility, which is the path that the loop facility will route from the central
12 office to the customer location. Consequently, the customer must have
13 the due date and or due time changed because of BellSouth's late design.
- 14 2. AT&T agents are forced to rework orders and perform tasks that have
15 already been performed. Therefore, resources are wasted on re-working
16 old orders instead of other hot cut activities.
- 17 3. AT&T agents are forced to perform redundant verifications of the CFA
18 information previously obtained prior to issuing the initial LSR.
- 19 4. AT&T will be forced to supplement its original order or issue an entirely
20 new order. Either scenario increases AT&T's costs.
- 21 5. AT&T is forced to perform unnecessary physical cable and pair
22 assignment checks.

1 6. When BellSouth does not check the CFA database before issuing a FOC
2 and BellSouth's database is in error, AT&T is forced to issue a new
3 facility assignment thus restarting the entire process over again.

4 All of these problems ultimately cause delay in customer orders and denial of
5 new telephone service.

6 **Q. HAS BELLSOUTH OFFERED TO CHANGE ITS PROCESS**
7 **REGARDING THE LOOP-FACILITY CHECK AND CFA CHECK?**

8 A. No. BellSouth has offered to change its process for the CFA check only.
9 During negotiations between the parties, BellSouth has offered to allow
10 AT&T to check BellSouth's available connecting facility assignments
11 through BellSouth's LFACS database. Access to the LFACS database will
12 allow AT&T to confirm BellSouth's connecting facility assignments prior to
13 AT&T sending an LSR to BellSouth. However, AT&T still has specific
14 issues with BellSouth's proposal. First, AT&T's access to LFACS will not
15 be available June 2001. AT&T needs immediate resolution of this problem.
16 Second, AT&T's use of LFACS will cure the CFA check only and will NOT
17 resolve the issue with the need for a loop-facility check prior to the issuance
18 of a FOC. The loop-facility check involves a separate and distinct database
19 check that only BellSouth can perform.

20

21 **Q. WHY DOES AT&T WANT ACCESS TO LFACS?**

22 A. AT&T is requesting access to LFACS to alleviate previous problems
23 regarding clarifications being sent to AT&T in the event the two companies'

1 CFAs do not match up. Access to LFACS allows AT&T to compare its
2 database with BellSouth's database before sending an LSR to BellSouth.
3 This eliminates BellSouth's duty to perform this check prior to issuing a
4 FOC. The FOC will become more reliable because the CFA assigned by
5 AT&T and BellSouth will be accurate. This will result in fewer missed due
6 dates.

7

8 **Q. WHAT IS BELLSOUTH'S RESPONSE TO THIS REQUEST?**

9 A. BellSouth has stated that access to LFACS is possible and BellSouth is
10 willing to create the gateway to BellSouth's LFACS database for AT&T but
11 not until June, 2001 or later. AT&T needs access to LFACS within the next
12 three (3) months. AT&T's biggest problem with hot cuts has been with
13 CFAs. Once access to LFACS is granted, these problems will diminish
14 accordingly. Therefore, access to LFACS is imperative for implementing
15 future successful hot cuts.

16

17 **Q. WHAT IS AT&T ASKING THIS COMMISSION TO DO IN**
18 **REGARDS TO THE LOOP-FACILITIES AND THE CONNECTING**
19 **FACILITY ASSIGNMENT CHECK AND ULTIMATELY THE FOC?**

20 A. AT&T is asking that these database checks that BellSouth already
21 performs be moved from the provisioning stage to the ordering stage before
22 the FOC is issued to AT&T. Specifically, AT&T asks this Commission to
23 allow for:

1 1. Immediate access to LFACS or require an interim solution until
2 AT&T receives satisfactory access to LFACS that will entail a CFA check
3 being performed prior to the issuance of a FOC. During this interim period,
4 BellSouth will be required to perform CFA checks in the ordering stage upon
5 receipt of an AT&T LSR and before issuing a FOC.

6 2. Loop-facilities checks prior to the issuance of the FOC.

7 3. With the two separate checks are performed prior to the issuance of
8 the FOC, the FOC will become a commitment that AT&T and its customers
9 can rely upon.

10

11 **Q. ARE THERE ADDITIONAL HOT CUT ISSUES?**

12 **A. Yes.** BellSouth will only issue a clarification rather than a jeopardy notice
13 after a FOC has been issued when there are problems with the LSR.

14

15 **Q. WHAT IS DIFFERENCE BETWEEN A CLARIFICATION AND A**
16 **JEOPARDY NOTICE?**

17 **A. A jeopardy notice is a warning from BellSouth that the due date will possibly**
18 **be missed, and allows AT&T to take the appropriate actions necessary to**
19 **assist in eliminating the jeopardy condition. A clarification requires the**
20 **issuance of a new LSR, and restarts the clock for the processing of the order**
21 **as though it were a brand new LSR. Presently, BellSouth will only issue a**
22 **clarification after the FOC to notify AT&T if the due date is in jeopardy,**
23 **even when BellSouth has caused the delay. If AT&T's proposed process**

1 changes were implemented by this Commission, these clarifications would
2 diminish and changes in customer due dates and due times would be reduced,
3 accordingly. AT&T's system interface is based on BellSouth's requirements
4 and specifications.

5

6 **Q. HOW DOES ISSUANCE OF A CLARIFICATION AFTER THE FOC**
7 **IMPACT AT&T CUSTOMERS?**

8 **A.** If AT&T issues a supplement as a result of receiving a clarification, the due
9 date is automatically changed, a new FOC is required, and the entire process
10 is restarted. If a jeopardy notice is issued after a FOC, the due date would
11 remain intact and would be in accordance with AT&T's current methods and
12 procedures (M&Ps). In addition, the due date is not automatically changed as
13 a result of the jeopardy notice, the process is not restarted, and the customer's
14 telephone service would not ultimately be delayed or denied.

15

16 **Q. IS THERE AN ISSUE REGARDING THE 48 HOUR CALL?**

17 **A.** Yes. AT&T has requested a call from BellSouth 48 hours in advance of the
18 scheduled hot cut to ensure that BellSouth has completed all of the work
19 needed to be performed prior to the actual cut.

20

21 **Q. WHY IS THE 48-HOUR CALL PRIOR TO THE HOT CUT**
22 **CRUCIAL?**

1 **A.** In order to insure that our customers' cut over is seamless and accomplished
2 on the date and at the time requested, AT&T has requested that BellSouth
3 contact AT&T 48 hours prior to the cut to confirm that all engineering and
4 central office work is complete. The call must confirm that Dial Tone and
5 Automatic Numbering Identification (ANI) have been tested and verify that
6 all of BellSouth's work has been completed. When BellSouth does not
7 confirm these key work items, it is an indication that a customer's due date
8 may be missed. The Dial Tone test, for example, determines whether there is
9 dial tone present on the line. If not, then every element from the AT&T
10 switch and the BellSouth central office main distribution frame must be
11 verified and checked. The ANI check verifies if the proper telephone number
12 has been assigned to the loop as well as a switch translation verification.
13 Without the successful verification of Dial Tone and ANI the cutover cannot
14 take place. While AT&T consistently stresses the importance of receiving the
15 final confirmation call no later than 48 hours prior to the cut, BellSouth has
16 only committed to making this call between 48 and 24 hours prior to the cut.
17 BellSouth has indicated that the primary reason its current process does not
18 perform the necessary work prior to 48 hours before the cut is scheduled to
19 occur is a lack of manpower and facilities.

20

21 **Q.** **DOES BELLSOUTH ADHERE TO A 24-48 HOUR CONCURRENCE**
22 **CALL?**

1 A. No. Even though BellSouth has agreed to place the call between 48 and 24
2 hours prior to the cut-over, this is often not done. Even if the call is made,
3 BellSouth often fails to provide the dial tone and ANI test results on that call.
4 The 48 hour call is needed by AT&T to assess a "go" or "no go" call to the
5 customer in the event there has been a failure of either the Dial Tone or ANI
6 test.

7

8 **Q. DOES BELLSOUTH CONSISTENLY CONTACT AT&T AFTER**
9 **COMPLETION OF THE CUT IN MANNER AGREED UPON BY THE**
10 **PARTIES?**

11 A. No. BellSouth and AT&T agreed in North Carolina that a toll-free number
12 would be used to notify AT&T that the hot cut had been completed.
13 BellSouth has not adhered to this agreement. Consequently, AT&T does not
14 know when the cut is complete. AT&T provides the toll-free contact number
15 on every LSR that is sent to BellSouth.

16

17 **Q. IN THE ABSENCE OF A FORTY-EIGHT (48) HOUR**
18 **CONCURRENCE CALL OR A CALL AT THE COMPLETEION OF**
19 **THE HOT CUT, WHAT DOES AT&T PRESENTLY DO TO BE ABLE**
20 **TO COMPLETE THE HOT CUT ON THE REQUESTED DATE AND**
21 **TIME?**

22 A. AT&T must place a call to BellSouth to ensure that the cut will take place as
23 scheduled. AT&T does this even though it is not required to because AT&T

1 has a responsibility to advise the customer that the date and time as
2 confirmed on the FOC from BellSouth will either be missed or met. Because
3 AT&T pays an extra charge for a time specific order, BellSouth should be
4 ordered to contact AT&T no later than 48 hours prior to the cut regarding the
5 status of the order as well as after the cut is completed. Only BellSouth can
6 give AT&T the information required to confirm or cancel the cutover.

7

8 **Q. IF BELLSOUTH CONSISTENTLY FAILS TO FOLLOW THE**
9 **PROCEDURES FOR HOT CUTS, HOW ARE AT&T'S CUSTOMERS**
10 **HARMED?**

11 **A.** The most significant risk is that a customer who simply made the choice to
12 have a competitor provide his or her local can have their business disrupted if
13 their customers cannot reach them. In the most extreme cases, AT&T has
14 been forced to bear the expense of furnishing cellular telephones with Call
15 Forwarding from the customer's landline business number until the problem
16 can be isolated and repaired. BellSouth diminishes competition in the
17 marketplace by failing to put detailed procedures in place to govern the steps
18 to be taken at the appropriate time by each person engaged in performing hot
19 cuts. Even with the procedures in place, BellSouth fails to follow them.
20 Thus, competition is further diminished and the local service market is not
21 adequately opened to competition as required by law.

22

1 **Q. WHAT HAS AT&T DONE TO REDUCE CUSTOMER DISRUPTIONS**
2 **CAUSED BY BELL SOUTH'S LACK OF ADHERENCE TO A HOT**
3 **CUT PROCESS?**

4 A. To reduce customer disruptions caused by BellSouth's lack of adherence to a
5 hot cut process, AT&T is left guessing as to when a hot cut will take place.
6 When BellSouth does not conform to the forty-eight hour concurrence call,
7 AT&T is forced to place a call to BellSouth to ensure the cut will occur as
8 scheduled. When BellSouth does not conform to the cut complete call within
9 fifteen (15) minutes of the time of cut based on the number of loops, AT&T
10 is forced to call yet again to ask whether or not the cut was ever made.
11 AT&T has also been forced to assign in advance the AT&T switch port and
12 connecting facility prior to issuing an LSR to BellSouth to reduce the CFA
13 conflicts in spite of not having the CFA checks done in advance by
14 BellSouth. BellSouth is contracted to perform a service and has promised
15 certain duties it would perform such as calling AT&T and notifying AT&T at
16 certain time periods that the provisioning of the cut is taking place. Customer
17 disruptions will be diminished if BellSouth adheres to AT&T's proposed hot
18 cut process.

19
20 **Q. SUCCINTLY, WHAT IS AT&T ASKING THIS COMMISSION TO**
21 **ORDER REGARDING THE HOT CUTS PROCESS?**

22 A. AT&T would like this Commission to implement the following proposed hot
23 cut process:
24 1. Make the confirmed due date on the FOC a commitment.

- 1 2. Require BellSouth to perform a Loop-Facilities Check prior to the
2 issuance of the FOC.
- 3 3. Require BellSouth to perform a Connecting facilities Assignment
4 check prior to issuance of the FOC or to allow AT&T access to BellSouth's
5 CFA Database (i.e. access to LFACS) on an electronic basis no later than
6 May 1, 2001.
- 7 4. Require BellSouth to send clarifications before the FOC is issued and
8 jeopardies after the FOC is issued.
- 9 5. Require BellSouth to place a call forty-eight (48) hours prior to the
10 date and time listed on a time-specific ordered cut to let AT&T know if all
11 central office work has been completed and the cut can proceed as scheduled.
- 12 6. Require BellSouth consistently place a call after the cut is completed
13 to notify AT&T that the customer's number is ready for porting.

14

15 **Q. WHY SHOULD THIS COMMISSION ADOPT AT&T's PROPOSED**
16 **CHANGES TO THE HOT CUT PROCESS?**

17 **A.** AT&T's proposal will assist BellSouth and AT&T with managing and
18 coordinating the joint efforts required to complete the hot cut process in a
19 timely and accurate manner. The goal of the changes is to minimize service
20 disruptions to customers.

21 AT&T and BellSouth should be aware of what the other is working on at any
22 given step in the process. This knowledge provides both companies, and

1 most importantly the customer, the ability to plan and conduct business with
2 the least amount of disruption.

3 AT&T must have the ability to notify a customer regarding any matter that
4 may affect their service. If customers are kept informed throughout the
5 process, the customer is more likely to be satisfied with the end result.

6 It should be noted that AT&T's requested changes are minimal. In fact,
7 BOCs in other regions have adopted a much more comprehensive and
8 defined hot cut process than BellSouth. For example, Southwestern Bell and
9 Bell Atlantic have adopted extensive and thorough processes, which resulted
10 from the collaborative efforts of ALECs, Bell Atlantic, Southwestern Bell,
11 state commissions, and the FCC.

12

13 **Q. HAS AT&T CONVEYED TO BELLSOUTH THE IMPORTANCE OF**
14 **ADOPTING AND IMPLEMENTING THE AFOREMENTIONED**
15 **PROCESS FOR HOT CUTS?**

16 **A.** On numerous occasions, representatives of both companies have met to
17 discuss hot cuts. AT&T's negotiating team has supplied BellSouth with
18 language to adopt an agreed set of procedures for hot cuts. The AT&T's
19 proposal for inclusion in the interconnection agreement is attached hereto as
20 Exhibit RWM-3. BellSouth officials have also visited AT&T's hot cut
21 ordering and provisioning center to understand the process from AT&T's
22 perspective. Additionally, AT&T has proposed that BellSouth and AT&T
23 reconcile performance data to determine what the problems are and how the

1 process can be improved. BellSouth, however, has refused to voluntarily
2 reconcile data with AT&T.

3

4 **Q. HAVE ANY STATE COMMISSIONS REQUIRED BELLSOUTH TO**
5 **PERFORM A DATA RECONCILIATION TO DETERMINE IF**
6 **THERE ARE ANY DEFICIENCIES IN ITS HOT CUT**
7 **PERFORMANCE?**

8 **A.** Yes. The Georgia Public Service Commission (“GPSC”) recently ordered a
9 data reconciliation trial for a period of eight (8) weeks to review BellSouth’s
10 hot cut performance for three (3) ALECs from the period of September 11-
11 November 3, 2000.

12

13 **Q. WHAT DATA IS INVOLVED IN THE GPSC’S DATA**
14 **RECONCILIATION TEST?**

15 **A.** The GPSC ordered BellSouth and three ALECs to identify, measure and
16 reconcile the following items for the provisioning of Unbundled Loops:

- 17 • Purchase order number
- 18 • Number of loops on each purchase order
- 19 • Scheduled start time
- 20 • Time BellSouth made call prior to start time
- 21 • Actual start time
- 22 • Actual stop time of hot cut
- 23 • Time BellSouth call that cut was done

- 1 • Troubles reported by ALEC on the day of the conversion, by noon the
2 following day and within 48 hours of installation Date/Disposition of
3 Trouble Reported

4

5 **Q. WHAT HAS AT&T OBSERVED DURING THE GPSC'S DATA**
6 **RECONCILIATION TRIAL?**

7 **A.** Although it is still in progress, AT&T has found that BellSouth is unable to
8 meet AT&T's time specific cut requirements. Significantly, BellSouth
9 employs the same hot cuts process in Florida as it does in Georgia, and
10 AT&T believes that this trend of unacceptable hot cuts performance currently
11 is occurring in Florida as well.

12

13 **Q. IS THERE ANYTHING ELSE THE FLORIDA COMMISSION**
14 **SHOULD ORDER AS IT RELATES TO HOT CUTS?**

15 **A.** Yes. The Commission should review BellSouth's performance by ordering
16 that a data reconciliation with other ALECs. The Commission can then use
17 this data to determine the need for additional performance measures and
18 standards as part of the generic performance measurements docket.

19

20 **Q. ARE THE HOT CUT PROBLEMS CURRENTLY EXPERIENCED**
21 **REFLECTED IN PERFORMANCE REPORTING THAT**
22 **BELLSOUTH IS DOING TODAY?**

1 **A.** No. Hot Cuts have multiple steps that must be carefully monitored in order
2 to prevent customer service disruption. No single measure can provide
3 sufficient information to ensure a satisfactory customer experience. Despite
4 the critical nature of this process and the wholesale customer dissatisfaction
5 BellSouth can cause, monitoring in this area remains inadequate. The current
6 hot cut measure BellSouth provides, labeled Coordinated Customer
7 Conversion, only measures the interval from the time the technician
8 disconnects the customer's loop from the BellSouth switch until he or she
9 cross connects the loop to the ALEC's equipment. However, critical hot cut
10 issues are ignored and not measured. They include the following:

- 11 • Whether the cut was performed to early
- 12 • Whether the cut was performed too late
- 13 • Whether the FOC was issued in time to allow the ALEC to
14 timely activate the number porting process and perform other
15 essential activities
- 16 • Whether the customer's service was impaired
- 17 • How long it took to restore the customer's service when
18 interrupted during provisioning
- 19 • If the ALEC was notified of the cut so they could timely port
20 the number

21
22 Lack of timely and accurate performance in any one of these areas
23 negatively impacts the customer's service.

1 **Q. WHAT CAN THIS COMMISSION DO?**

2 **A.** The Commission is in a unique position because of the on-going third party
3 test and the performance measurements docket. This Commission can review
4 BellSouth's performance as well as include additional measures and
5 standards that can be part of a generic performance measurements docket.

6

7 **II. COLLOCATION – (ISSUES 19 and 20)**

8

9 **Q. SHOULD AT&T BE ALLOWED TO CONNECT ITS FACILITIES TO**
10 **BELLSOUTH AND OTHER ALECS WHEN BELLSOUTH AND**
11 **AT&T OCCUPY THE SAME BUILDING? (ISSUE 19)**

12 **A.** Yes. This arrangement should be allowed. This should be a standard
13 arrangement in a condominium environment, such as 424 N. Magnolia Street
14 in Jacksonville, because it is a cost-effective method for tenants to benefit
15 from the joint tenant-facility arrangements.

16

17 **Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?**

18 **A.** BellSouth's is opposed to this type of arrangement. BellSouth does not
19 believe AT&T should enjoy a form of interconnection through a
20 condominium arrangement that no other ALEC has the ability to do. In
21 addition, if the condominium arrangement allows for a use of cross-connects
22 between the ALEC's facilities and BellSouth's network, BellSouth believes it
23 should not be required to provide the cross-connects.

1 **Q. WHY IS AT&T THE ONLY ALEC WITH THIS UNIQUE**
2 **ARRANGEMENT?**

3 **A.** At divestiture, AT&T used three-dimensional conveyance or Condominium
4 agreements as a way to satisfy the Modified Final Judgment's requirement to
5 separate assets. Since AT&T and the RBOCs both had network equipment in
6 the same buildings, these agreements allowed both companies to retain a
7 portion of ownership in each of the buildings, rather than requiring one of the
8 two parties to relocate all of their equipment to a new building. Because of
9 this, BellSouth and AT&T can easily and more economically interconnect
10 their facilities to provide varied services.

11

12 **Q. DOES THE TELECOMMUNICATIONS ACT OF 1996 OR ANY FCC**
13 **REGULATIONS REQUIRE ALECS TO PURCHASE**
14 **COLLOCATION IN THIS SITUATION?**

15 **A.** No. Although both the Act and FCC regulations impose on ILECs the
16 obligation to provide collocation as a means of access to UNEs and
17 interconnection, neither the Act or FCC regulations require ALECs to
18 purchase collocation as the only means of access to UNEs or interconnection.

19

20 **Q. SHOULD AT&T BE ABLE TO CROSS CONNECT TO BELLSOUTH**
21 **OR OTHER ALEC NETWORKS LOCATED IN THE BELLSOUTH**
22 **PORTION OF THE BUILDING WITHOUT HAVING TO**
23 **COLLOCATE IN BELLSOUTH'S PORTION OF THE BUILDING?**

1 A. Yes. The FCC's Advanced Services Order encourages this type of partnering
2 with incumbent LECs in order to reduce costs and delays associated with
3 competitors collocating in their central offices. In particular, the FCC held
4 that:

5 Incumbent LECs may not require competitors to use an
6 intermediate interconnection arrangement in lieu of direct
7 connection to the incumbent's network if technically
8 feasible, because such intermediate points of
9 interconnection simply increase collocation costs without a
10 concomitant benefit to incumbents.

11 *Id* at ¶ 42.

12

13 **Q. HOW SHOULD BELLSOUTH AND AT&T USE THIS**
14 **ARRANGEMENT?**

15 A. The equipment located in the condo space should be treated as collocated
16 equipment in all respects, including the right of AT&T to interconnect
17 directly to other collocated carriers on BellSouth's premise. Currently, this
18 type of arrangement only exists in six offices in the following cities in
19 Florida: Daytona Beach, Jacksonville, Orlando, Panama City, Pensacola and
20 West Palm Beach. AT&T would locate in AT&T's Wire Center or
21 designated premise equipment that enables AT&T to access BellSouth's
22 network. Such equipment would be interconnected to BellSouth's network
23 through a mid-span meet arrangement, *e.g.*, at the DSO, DS1, DS3, OC3,

1 OC12, OC48, STS-1, STS-3c levels. These interface rates and other rates
2 that are established as an industry standard are subject to the technical
3 limitations of the distance between termination points. The establishment of
4 a Point of Interface ("P.O.I.") at a mutually agreed upon designation, will
5 determine where AT&T would interconnection with BellSouth. The floor
6 space for the "P.O.I." will be negotiated between AT&T and BellSouth, or
7 both will agree that whichever Company is the "A" or primary owner in the
8 Condo buildings will be responsible for providing floor space for the "P.O.I."
9 The "A" owner has majority ownership of the Condo building arrangement.
10 AT&T would pay all costs relating to any such mid-span meet arrangement
11 and would also be responsible for the connection between AT&T's Wire
12 Center and BellSouth's facilities.

13

14 **Q. WHAT RESTRICTIONS HAS BELLSOUTH PROPOSED ON AT&T'S**
15 **ABILITY TO ALLOW ITS EMPLOYEES AND AGENTS TO ACCESS**
16 **ITS COLLOCATION SPACE? (ISSUE 20)**

17 **A.** BellSouth demands that AT&T certify that criminal background checks have
18 been conducted on each person who accesses the collocation space. Any
19 person with a felony conviction would be precluded from entry. BellSouth
20 also requires that AT&T obtain permission to allow a person who has a
21 misdemeanor conviction to work in the collocation space.

22

23 **Q. IS THIS A REASONABLE REQUIREMENT?**

1 A. No. This requirement is excessive, unreasonable and discriminatory.
2 Essentially, BellSouth would require all of AT&T's field technicians to
3 undergo a complete criminal background check since any such technician
4 may be called upon to work in our collocation space at anytime. It is
5 unreasonable because AT&T has provided BellSouth with assurances that
6 BellSouth's assets will be accorded the same protection and security as those
7 belonging to AT&T.

8

9 **Q. WHY IS THE REQUIREMENT EXCESSIVE?**

10 A. It increases AT&T expenses without any concomitant increase in the security
11 purported to be sought by BellSouth. AT&T has no reason to believe that its
12 employees and vendors are criminals. Our current hiring and security
13 practices seek to protect customers, employees and vendors. They also are
14 intended to provide a safe and healthy work environment for all employees
15 and contractors. There is no indication that a person convicted of a felony or
16 misdemeanor has any more of an incentive to damage BellSouth's property
17 as opposed to AT&T's property.

18

19 **Q. WOULD BELLSOUTH'S PROPOSED CRIMINAL CHECK PROVIDE**
20 **ANY ADDITIONAL SECURITY GUARANTEES?**

21 A. No. The criminal background check proposed by BellSouth does nothing to
22 limit or restrict a worker from harming or damaging property. Thus, it adds
23 nothing to the current security arrangements. If BellSouth's concern is

1 about the destruction of network property, this can be alleviated through
2 monitoring via cameras, electronic security locks, special identification
3 badges and other preventive means, some of which have already been
4 implemented. Moreover, AT&T is willing to provide indemnification for
5 loss or damage that occurs to BellSouth's property at a BellSouth premise as
6 a result of the activities of an AT&T employee or contractor. BellSouth's
7 onerous proposal is nothing more than a tactic to stall competition.

8

9 **Q. IS BELLSOUTH'S PROPOSAL CONSISTENT WITH THE FCC'S**
10 **RULES?**

11 **A.** No. While the FCC has said that incumbent LECS "may impose reasonable
12 security arrangements to protect their equipment and ensure network security
13 and reliability" (Advanced Services Order at ¶ 46). Additional security and
14 background checks are not "reasonable security arrangements" as envisioned
15 by the FCC. Nor has BellSouth provided any evidence that they follow this
16 procedure for their own employees.

17 BellSouth's request that ALECs provide a five-year criminal background
18 check on employees who enter its premises is unreasonable and a violation of
19 the FCC's regulations. Its only purpose is to drive up the cost and to interject
20 delays faced by competitors such as AT&T in deploying innovative advance
21 services technologies on a timely basis.

22

23 **Q. WHAT IS AT&T RECOMMENDING?**

1 A. This Commission should reject BellSouth's security proposals as
2 unreasonable and unwarranted. Instead, this Commission should adopt only
3 reasonable security arrangements to protect BellSouth's network security and
4 equipment such as those listed in the FCC's First Report and Order and
5 Further Notice of Proposed Rulemaking; In the Matters of Deployment of
6 Wireline Services Offering Advanced telecommunications Capability
7 (Adopted March 18, 1999), 99-48 at ¶48.

8

9 **Q. IN CONCLUSION, WHAT ARE THE MAIN POINTS YOU ARE**
10 **ASKING THIS COMMISSION TO DO?**

11 A. AT&T is asking this Commission to do the following:

- 12 1. Adopt AT&T's proposed changes to BellSouth's hot cut process that
13 include:
- 14 a. Require BellSouth to provide AT&T with a Firm Order
15 Confirmation that states the due date, due time, and correct cable and
16 pair assignment.
- 17 b. Require BellSouth to perform a Loop-Facilities Check early in
18 the Hot Cut process, before the FOC is issued. This will allow
19 BellSouth to properly plan resources necessary for cuts and avoid
20 manpower shortages or lack of design.
- 21 c. Require BellSouth to provide AT&T with a CFA check before
22 the FOC is returned or electronic access to LFACS by May 1, 2001.

- 1 d. Require Bellsouth to issue Jeopardy Notices rather than
2 clarifications after a FOC has been issued.
- 3 e. Require BellSouth to provide AT&T with a Concurrence Call
4 forty-eight (48) hours in advance of a hot cut to notify AT&T if all of
5 the central office work is complete and the hot cut can proceed as
6 scheduled.
- 7 f. Require BellSouth to properly close orders by calling the
8 implementation contact phone number provided on the AT&T LSR
9 15 minutes after the cut is performed by BellSouth.
- 10 2. Allow AT&T to interconnect with BellSouth in Condominium
11 arrangements, as the equipment located in the AT&T condominium space
12 should be treated as collocated equipment in all respects, including the right
13 of AT&T to interconnect directly to other collocated carriers in BellSouth's
14 premise.
- 15 3. Allow BellSouth to impose only reasonable security arrangements to
16 protect their equipment and ensure network security.

17

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

19 **A.** Yes.

20

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
2 REPLY TESTIMONY OF RONALD W. MILLS
3 ON BEHALF OF
4 AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
5 AND TCG SOUTH FLORIDA, INC.
6 DOCKET NO. 000731-TP
7 JANUARY 3, 2001

8
9
10 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

11 A. My name is Ronald Mills. My business address is 1200 Peachtree Street,
12 NE, Atlanta, Georgia 30309.

13
14 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

15 A. I am employed by AT&T Corp. ("AT&T") as a District Manager within the
16 Law and Government Affairs organization.

17
18 **Q. ARE YOU THE SAME RONALD W. MILLS THAT FILED DIRECT**
19 **TESTIMONY IN THIS CASE ON NOVEMBER 16, 2000?**

20 A. Yes, I am.

21
22 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

1 A. The purpose of my rebuttal testimony is to respond to Mr. Milner's testimony
2 with respect to the following issues: (1) coordinated loop conversions with
3 number portability ("Hot Cut") process (Issue 14); (2) adjoining facilities
4 (Issue 19); and (3) criminal background investigations (Issue 20). Mr. Milner
5 also filed testimony on DSL over DLC (Issue 13), collocation intervals (Issue
6 18), and calendar versus business days for collocation intervals (Issue 21).
7 However, these issues are no longer before the Commission for arbitration.
8 AT&T has withdrawn Issue 13 and will agree to BellSouth's proposed
9 language in the interconnection agreement. The parties have settled Issues 18
10 and 21.

11

12

13 **ISSUE 14: WHAT COORDINATED CUTOVER PROCESS SHOULD BE**
14 **IMPLEMENTED TO ENSURE ACCURATE, RELIABLE, AND TIMELY**
15 **CUTOVERS WHEN A CUSTOMER CHANGES LOCAL SERVICE FROM**
16 **BELLSOUTH TO AT&T?**

17

18 **Q. DO YOU AGREE WITH BELLSOUTH'S POSITION THAT NO**
19 **CHANGES TO THEIR COORDINATED CUTOVER PROCESS ARE**
20 **NECESSARY OR APPROPRIATE AT THIS TIME?**

21 A. No, BellSouth's current coordinated hot cut process fails to provide AT&T
22 with a reliable commitment that a hot cut will take place as scheduled.
23 BellSouth's Florida data shows that only 59% of the hot cuts proceeded as

1 scheduled in November 2000. As indicated in my direct testimony,
2 BellSouth and AT&T continue to disagree about the database facility check,
3 issuance of a jeopardy versus a clarification, the need for a 48-hour call prior
4 to the cutover, and BellSouth closing hot cut orders without proper
5 notification to AT&T.

6

7 **Q. IS BELLSOUTH'S HOT CUT PROCESS COMPARABLE TO OTHER**
8 **ILECS' HOT CUT PROCESSES?**

9 A. No. Mr. Milner states that BellSouth uses the same procedures across the
10 region with a high level of success. However, according to its own data,
11 BellSouth misses its due dates nearly half the time. ILECs in other regions
12 have adopted much more comprehensive and defined hot cut processes than
13 BellSouth's. For example, Southwestern Bell and Bell Atlantic have adopted
14 extensive and thorough processes which resulted from the collaborative
15 efforts of ALECs, Bell Atlantic, Southwestern Bell, state commissions, and
16 the FCC.

17

18 **Q. WHY IS A RELIABLE COMMITMENT THAT A HOT CUT WILL**
19 **TAKE PLACE AS SCHEDULED IMPORTANT TO AT&T?**

20 A. A hot cut involves a service outage. To minimize the duration of the service
21 outage and the impact on the customer, AT&T must be able to inform the
22 customer when the service outage will occur, and the customer must be able
23 to rely upon the scheduled date and time when planning accommodation. If

1 the hot cut does not take place as scheduled, the customer's business may be
2 disrupted. In addition to the impact on the customer, failure to adhere to the
3 schedule undermines AT&T's credibility and relationship with the customer.
4 Moreover, AT&T's ability to compete is impaired by the inability to make a
5 credible commitment regarding a scheduled hot cut. AT&T cannot meet and
6 manage the expectations of its customers without reliable information, and it
7 cannot aggressively market local service until it can meet and manage
8 customer expectations. Finally, the hot cut process requires coordination of
9 AT&T's efforts with the actions of BellSouth. AT&T must be able to rely
10 upon the hot cut due date when scheduling its own resources.

11

12 **Q. WHAT ELEMENTS OF BELLSOUTH'S CURRENT COORDINATED**
13 **HOT CUT PROCESS MAKE THE SCHEDULE UNRELIABLE?**

14 A. The following items are of paramount concern:

- 15 • BellSouth issues its Firm Order Confirmation ("FOC") setting out the
16 expected date and time for the hot cut before it performs a database
17 facility check, for both the Connecting Facility Assignment ("CFA")
18 and the loop facility, to determine whether the expected date is
19 feasible. BellSouth should be required to perform the database
20 facility check before issuing the FOC.
- 21 • If CFA or other problems within the control of AT&T arise after the
22 issuance of the FOC, BellSouth issues a clarification notice that
23 automatically takes the AT&T Local Service Request ("LSR") out of

1 queue without regard to AT&T's ability to fix the problem promptly.
2 This makes achieving the scheduled hot cut date more difficult.
3 BellSouth should be required to send a timely jeopardy notice and
4 keep the order in queue unless AT&T is unable to resolve the problem
5 within a reasonable time.

- 6 • BellSouth often notifies AT&T that it has completed its engineering and
7 central office work, including confirmation of Automatic Numbering
8 Information ("ANI") and dial tone, sometime before BellSouth
9 actually executes the cutover with its associated service outage.
10 However, this notification call is unpredictable, and if problems do
11 exist, there may not be sufficient time to address them before the date
12 and time scheduled for the cut. Moreover, sometimes BellSouth does
13 not give AT&T any notice before executing the cut. BellSouth should
14 be required to notify AT&T 48 hours prior to the cutover due date that
15 BellSouth has confirmed ANI and dial tone. This communication
16 would enable AT&T to coordinate its associated actions and, if a
17 problem surfaces, to manage its customer's expectations and provide
18 ample time to resolve the problem before the time and date scheduled
19 for the cut.
- 20 • BellSouth consistently closes orders without properly notifying AT&T
21 via AT&T's toll-free number (877-362-5670).¹
22

¹ Both parties agreed at the August 2000 Arbitration proceeding in North Carolina that this issue was resolved. However, BellSouth still does not follow the agreed upon process.

1 **Q. WHY MUST BELLSOUTH MODIFY ITS HOT CUT PROCESS?**

2 A. The video attached as Exhibit RWM-1 to my direct testimony submitted in
3 this case illustrates that nearly all of the hot cut process is within BellSouth's
4 control. AT&T's active role in the process is limited to requesting the
5 cutover, addressing problems, testing the line after the cutover, and managing
6 the expectations of its customer. To fulfill its role, however, AT&T must
7 coordinate its efforts with BellSouth, and coordination requires timely
8 communication. BellSouth's current process, even if it were scrupulously
9 followed, does not provide for the prompt communication necessary to meet
10 hot cut due dates on a reliable, regular basis.

11

12 **Q. WHAT IS AT&T'S DISPUTED ISSUE REGARDING A FACILITY**
13 **CHECK?**

14 A. BellSouth currently performs its database facility check, which includes a
15 CFA check and a loop facilities check, after the issuance of the FOC. AT&T
16 requires this check to be made prior to the issuance of the FOC to ensure due
17 dates will be met.

18

19 **Q. WHY DOES AT&T NEED BELLSOUTH TO PERFORM THE**
20 **FACILITY CHECK PRIOR TO THE ISSUANCE OF THE FOC?**

21 A. The FOC due date and time are not reliable without the facility check. As
22 Mr. Milner acknowledges in his testimony, the FOC due date does not take
23 into account certain indisputably unforeseeable circumstances, such as severe

1 weather and acts of God. Included in his list of “unforeseen” circumstances,
 2 however, are manpower and facilities shortages. The information necessary
 3 to predict facilities shortages is within BellSouth’s control, and BellSouth
 4 should refer to the database that contains this information before setting hot
 5 cut due dates upon which AT&T and its customers must rely. Performance
 6 of a facility check prior to issuance of the FOC would remove much of the
 7 uncertainty which Mr. Milner referenced.

8

9 **Q. IN THE CONTEXT OF THIS ISSUE, PLEASE EXPLAIN THE**
 10 **COMPONENTS OF A FACILITY CHECK.**

11 A. For the purpose of the hot cuts issue, a facility check consists of a search of
 12 BellSouth’s Loop Facility Assignment Control System (“LFACS”) database
 13 to confirm that a connection can be achieved from the ALEC collocation site
 14 located in BellSouth’s central office to the customer’s location.

15

16

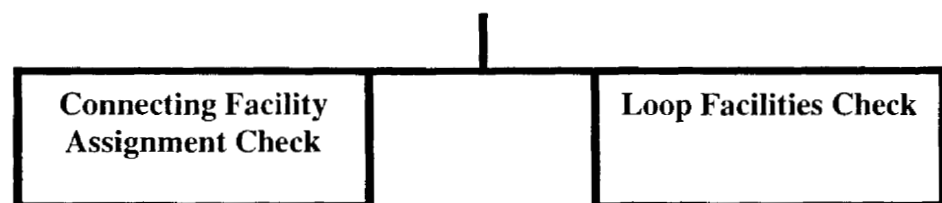
FACILITY CHECK

17

18

19

20



21

- Checks cable and pair assignments in BST and AT&T databases to confirm that they match.

22

- Checks make-up of loop from BST’s central office to customer premises.

23

- 1 • Failure to timely check leads to • Failure to do timely check leads
- 2 clarifications which require to Pending Facilities (“PF”)
- 3 resubmission of orders and delays of delays.
- 4 due dates.

5

6 As the above diagram indicates, the facility check involves two components:

7 a connection facility assignment (“CFA”) check and a loop facilities check.

8 The CFA check confirms that the connecting facility assignment located

9 within the BellSouth central office matches the connecting facility

10 assignment in AT&T’s point of termination in the collocation space. The

11 loop facilities check confirms whether the loop (the portion of wiring

12 extending from the BellSouth central office to the customer’s premise) is

13 appropriate for the hot cut or requires design and assembly of an alternative.

14

15 **Q. WHY IS IT CRUCIAL THAT BELLSOUTH PERFORM A FACILITY**

16 **CHECK PRIOR TO THE ISSUANCE OF A FOC?**

17 A. A pre-FOC facility check is necessary because it is the only way to determine

18 whether facilities are available and whether the cut can be performed at the

19 specific time requested by AT&T in its LSR. Without a database facility

20 check prior to the issuance of the FOC, AT&T cannot commit to a definite

21 time for the customer with any degree of confidence. Currently, BellSouth

22 does not provide AT&T with a reliable commitment that a hot cut will be

23 performed at the time AT&T has requested.

1 **Q. WHAT IS A CFA CHECK?**

2 A. A CFA check is a query into both AT&T's and BellSouth's software driven
3 databases that is used to identify the status of the physical assignment of
4 cable and pairs connecting AT&T's point of termination to BellSouth's
5 network. The status of the assignment (active or spare) in the two databases
6 should match.

7

8 **Q. WHY IS A PRE-FOC CFA CHECK CRUCIAL TO THE HOT CUT**
9 **PROCESS?**

10 A. A hot cut cannot proceed unless BellSouth's facility assignment and AT&T's
11 facility assignment are terminated on the correct connecting facilities. Under
12 BellSouth's current process, when a CFA problem occurs after the FOC is
13 issued, BellSouth issues a clarification which essentially restarts the ordering
14 process and postpones the expected due date. This type of change
15 inconveniences the customer and impairs AT&T's ability to gain customer
16 confidence. Moreover, requiring an order to go through the process a second
17 time, with all the concomitant duplicative work, is inefficient when compared
18 to the minimal effort involved in performing a CFA check. Prior to sending
19 the FOC, BellSouth should examine its database to determine whether the
20 requested CFA is shown to be in use.

21

22 **Q. DOES AT&T DISPUTE MR. MILNER'S TESTIMONY THAT IF**
23 **AT&T'S CFA DATABASE WERE CORRECT, A CHECK OF**

1 **BELLSOUTH'S CFA DATABASE PRIOR TO ISSUANCE OF THE**
2 **FOC WOULD NOT BE NECESSARY?**

3 A. Yes. Mr. Milner asserts that the sole cause of the CFA database conflict is
4 AT&T error. In describing the BellSouth CFA database audit results, Mr.
5 Milner states that the database was correct for over 95% of the 3400
6 assignments. AT&T is not certain to which 3400 assignments Mr. Milner
7 refers. AT&T reviewed 1501 CFA assignments with BellSouth in 1999 as
8 part of the audit. Of these assignments, 1255, or 84%, were correct. Of the
9 incorrect assignments, 129, or 9%, were due to BellSouth's failure to
10 complete AT&T cancellation or disconnect orders. The remaining 7% of
11 assignments have not been reconciled due to BellSouth's failure to respond to
12 AT&T inquiries regarding the gaps. Contrary to Mr. Milner's conclusion,
13 therefore, at least half of the database discrepancies were due to BellSouth
14 error. Because the audit confirms that AT&T's and BellSouth's databases do
15 not contain the same information, it is crucial that BellSouth check its
16 database before issuing the FOC.

17
18 **Q. WHAT IS A LOOP FACILITIES CHECK?**

19 A. A loop facilities check is a query into BellSouth's software driven database
20 that is used to identify the make-up of the loop connecting BellSouth's
21 central office to the customer's premise.

22

1 **Q. WHY IS THE LOOP FACILITIES CHECK CRUCIAL TO THE HOT**
2 **CUT PROCESS?**

3 A. For a cutover to proceed, a copper wire loop must connect BellSouth's
4 central office to the customer's premise. If the loop is made up of Integrated
5 Digital Loop Carrier ("IDLC"), BellSouth must design and assemble an
6 alternative loop. The design and assembly process can be time-consuming
7 and is the primary reason for pending facilities ("PF") jeopardy notices. The
8 loop facilities check flags this issue and, if the check is performed before the
9 FOC is issued, this information can be incorporated into the due date AT&T
10 promises the customer.

11

12 **Q. DOES AT&T REQUIRE BELLSOUTH TO ACTUALLY DISPATCH**
13 **ANY TECHNICIANS OR PERSONNEL TO ACCOMPLISH THE**
14 **FACILITY CHECK?**

15 A. Absolutely not. AT&T's proposal would not require BellSouth to dispatch
16 any technicians or personnel to accomplish the facility check. Both
17 components of the facility check involve referencing BellSouth's LFACS
18 database. BellSouth accesses the database to perform similar checks on a
19 daily basis in response to orders from long distance carriers for access service
20 and to service BellSouth's own customers.

21

22 **Q. IS THERE ANY REASON BELLSOUTH CANNOT PERFORM THE**
23 **FACILITY CHECK BEFORE ISSUING THE FOC?**

1 A. No. In fact, BellSouth provides this same service for its access and other
2 providers. On the access side, BellSouth performs a pre-order facility check
3 for long-distance providers. In addition, BellSouth has given Digital Loop
4 Service (“DSL”) providers (known as “Data-LECs”) access to its LFACS
5 database so they can perform CFA checks before ordering. In fact, BellSouth
6 witness Keith Milner testified recently² in the North Carolina arbitration
7 hearing that there is no technical reason that the database facilities check
8 cannot be done on the local service order.

9
10 **Q. DOES BELLSOUTH NEED TO PERFORM A FACILITY CHECK**
11 **FOR ITS RETAIL CUSTOMERS?**

12 A. No. As Mr. Milner testified, BellSouth does not perform a facility check for
13 its own retail customers prior to establishing a due date for the order. The
14 reason for this is simple. BellSouth does not perform hot cuts to provide
15 service to its retail customers, so there is no need for coordination with an
16 ALEC.

17
18 **Q. WOULD PERFORMING THE FACILITY CHECK BEFORE**
19 **ISSUING THE FOC DELAY THE TRANSMISSION OF THE FOC?**

20 A. No. The facility check consists of two simple database queries which should
21 involve negligible time and therefore will not delay transmission of the FOC
22 to any significant extent.

23

² North Carolina Arbitration Hearing Transcript (Vol. IV, page 338, line 8.)

1 **Q. WOULD AT&T BE SATISFIED WITH ACCESS TO BELLSOUTH'S**
2 **LFACS DATABASE SO IT COULD PERFORM THE FACILITY**
3 **CHECK BEFORE SENDING AN LSR?**

4 A. Yes. AT&T is willing to perform the facility check if BellSouth is unwilling
5 to do so. Access to BellSouth's LFACS database would allow AT&T to raise
6 any CFA or loop facilities issues in its LSR. As a result, BellSouth could
7 provide a reliable due date when it returns the FOC. This option has been the
8 subject of negotiation, and BellSouth has indicated it could give AT&T
9 access to the LFACS database by June 2001. This is unacceptable. AT&T's
10 present system for checking and synchronizing CFAs in the BellSouth and
11 AT&T databases involves inefficient and cumbersome manual comparisons
12 of hardcopy spreadsheets. AT&T needs access to LFACS immediately.
13 Moreover, as this Commission may be aware, BellSouth has often missed
14 Operational System Support (OSS) implementation deadlines. Due to the
15 crucial nature of the facility check, if the Commission determines that
16 LFACS access is the appropriate solution, AT&T would request an order
17 requiring BellSouth to give AT&T immediate access to LFACS.

18
19 **Q. IF BELLSOUTH IS REQUIRED TO PERFORM A FACILITY**
20 **CHECK PRIOR TO RETURNING THE FOC, IS THE**
21 **CLARIFICATION/JEOPARDY ISSUE MOOT?**

22 A. No. Even though a pre-FOC facility check is expected to reduce the
23 incidence of the problem, it is possible that CFA discrepancies could arise

1 after the FOC in an unusual situation. BellSouth should make the minor
2 modification requested by AT&T to ensure that a jeopardy notice is issued
3 for the occasional problem. This modification streamlines BellSouth's
4 process, and a more efficient process enhances the parties' ability to compete
5 and to provide reliable, high-quality service to the customer.

6

7 **Q. CAN BELLSOUTH ISSUE A JEOPARDY TO AT&T RATHER THAN**
8 **A CLARIFICATION IF A FACILITIES ISSUE ARISES AFTER**
9 **ISSUANCE OF THE FOC?**

10 A. Yes. Although Mr. Milner's testimony indicates that BellSouth's systems do
11 not allow jeopardy notifications for such discrepancies, BellSouth presently
12 issues post-FOC jeopardy notices for its own errors and limitations. Mr.
13 Milner's testimony does not provide any technical reasons which prevent the
14 system, with minor modifications, from issuing jeopardy notices to AT&T.
15 The resulting process would eliminate the need for resubmission of an order
16 and the associated duplicative work for both BellSouth and AT&T. I have
17 attached Exhibit RWM-4 illustrating the difference between the current
18 process, in which BellSouth issues a clarification after the FOC, and the
19 AT&T proposal, in which BellSouth would issue a jeopardy notice after the
20 FOC. This cost-saving efficiency enhancement justifies a minor modification
21 to the process.

22

1 **Q. WOULD ISSUANCE OF A JEOPARDY NOTICE INSTEAD OF A**
2 **CLARIFICATION DISRUPT BELL SOUTH'S PROCESSING OF**
3 **OTHER REQUESTS?**

4 A. No. Mr. Milner contends that BellSouth would have to keep resources
5 committed to AT&T's order until AT&T resolves the jeopardy condition, and
6 the net effect would be delay in fulfilling the requirements of other service
7 providers. Contrary to Mr. Milner's statement, BellSouth's process is not
8 like a pipeline where one delayed order prevents BellSouth from processing
9 other orders. In the event of a CFA discrepancy that arises after the FOC has
10 been issued to AT&T, BellSouth can simply put that order aside as a
11 jeopardy and continue processing other orders. In most cases, AT&T can
12 provide a prompt response which cures the jeopardy and preserves the
13 customer's expected due date.

14
15 **Q. WHY DOES AT&T STRESS THE IMPORTANCE OF RECEIVING**
16 **THE FINAL CONFIRMATION CALL FORTY EIGHT (48) HOURS**
17 **PRIOR TO THE CUT?**

18 A. In the coordinated hot cut process, predictable communication is crucial. As
19 BellSouth prepares to perform a hot cut, AT&T needs to be informed of the
20 likelihood that its customer's service outage will proceed as scheduled.
21 BellSouth should notify AT&T of the status of its work 48 hours prior to the
22 scheduled cut. Ideally, the 48-hour call will simply confirm dial tone,
23 Automatic Numbering Identification ("ANI") and loop pair assignment, and

1 the hot cut will take place at the expected time. In the event that problems
2 exist and BellSouth cannot confirm the required elements, AT&T must have
3 that information 48 hours prior to the scheduled service outage so it can
4 inform its customer of the potential change in schedule and, if necessary,
5 assist BellSouth in the resolution of the problem in time to proceed with the
6 hot cut on schedule.

7

8 **Q. MR. MILNER INDICATES THAT BELLSOUTH AGREES TO**
9 **CONTACT AT&T 24 TO 48 HOURS IN ADVANCE OF THE HOT**
10 **CUT, IS THAT SUFFICIENT FOR AT&T?**

11 A. No. Twenty-four hours is simply not enough time for AT&T to let the
12 customer know the status of the hot cut and for the customer to make the
13 necessary arrangements associated with the disruption of his telephone
14 service. In addition, BellSouth often fails either to make the call 24 hours in
15 advance or to have the information AT&T needs to determine if the hot cut
16 can proceed. Forty-eight hours will allow for resolution of most problems
17 prior to the scheduled start time for the hot cut and will help AT&T in its
18 efforts to preserve the due date and protect the customer.

19

20 **Q. WHAT IS BELLSOUTH'S OBJECTION TO MAKING THE 48-HOUR**
21 **CALL?**

22 A. Mr. Milner's testimony reveals that BellSouth misunderstands the purpose of
23 the call. He indicates that BellSouth would have to make a decision, at the

1 time of the call, whether the hot cut could proceed as scheduled. Mr. Milner
2 objects to such a requirement because making that decision at the 48 hour
3 mark deprives BellSouth of the opportunity to remedy the problem, meet the
4 original schedule, and avoid having a “miss” counted against BellSouth.
5 However, AT&T is not asking BellSouth to make a decision at 48 hours prior
6 to the due date whether the hot cut can proceed. What AT&T needs is for
7 BellSouth to give AT&T information so AT&T can consider the nature of
8 any problems, the likelihood of fixing them before the scheduled hot cut, and
9 the specific needs of its customer, as part of AT&T’s determination as to how
10 to proceed to complete the hot cut as originally scheduled.

11

12 **Q. IN THE ABSENCE OF A 48-HOUR CALL, HOW DOES AT&T**
13 **KNOW THE STATUS OF THE HOT CUT?**

14 **A.** When BellSouth does not comply with the 48-hour call process, AT&T must
15 contact BellSouth to ensure that the cut will take place as scheduled. In a
16 more robust environment with increased customer volume AT&T cannot
17 continue to place calls to BellSouth to ensure each individual hot cut will be
18 made as scheduled.

19

20 **Q. DOES BELLSOUTH CLOSE ORDERS ACCORDING TO THE**
21 **AGREED-UPON PROCESS OF CALLING AT&T’S TOLL-FREE**
22 **NUMBER?**

1 A. No. AT&T cannot notify the customer the hot cut is complete until it
2 receives a call from BellSouth confirming that the hot cut has been
3 completed. The parties developed and agreed upon a process to address this
4 issue, but BellSouth consistently fails to utilize the designated process. The
5 Commission should require BellSouth to adhere to the process and notify
6 AT&T of hot cut completion via AT&T's designated toll-free number. This
7 toll-free number is listed on every LSR AT&T sends to BellSouth.

8

9 **Q. SUCCINCTLY, WHAT IS AT&T ASKING THIS COMMISSION TO**
10 **DO AS IT PERTAINS TO HOT CUTS?**

11 A. To protect AT&T customers from preventable service disruptions when they
12 change local service providers, BellSouth should be ordered to implement the
13 following improvements in its current coordinated hot cut process:

- 14 1. BellSouth must perform a facility check to determine that facilities
15 are available to AT&T before issuing a FOC in response to an AT&T
16 LSR. Alternatively, BellSouth must give AT&T database access so
17 AT&T can perform the facility check before submitting an LSR.
- 18 2. BellSouth must send a jeopardy notice instead of a clarification notice
19 after a FOC has been issued to AT&T. A clarification is acceptable to
20 AT&T if it is sent prior to the issuance of a FOC.
- 21 3. BellSouth must commit to calling AT&T 48 hours in advance of the
22 hot cut, to provide information regarding ANI and dial tone.

1 4. BellSouth must conform to the agreed-upon process for close-out
2 calls.

3

4

5 **ISSUE 19: SHOULD AT&T BE ABLE TO CROSS CONNECT TO**
6 **BELLSOUTH OR OTHER ALEC NETWORKS LOCATED IN THE**
7 **BELLSOUTH PORTION OF THE BUILDING WITHOUT HAVING TO**
8 **COLLOCATE IN BELLSOUTH'S PORTION OF THE BUILDING?**

9

10 **Q. WHAT DOES THE TERM "CROSS-CONNECT" MEAN?**

11 A. "Cross connect" is capable of several meanings, depending upon the context.

12 Generally, a cross connect is a length of wire connecting facilities of one

13 LEC to another. When used as a verb, "cross connect" can refer to direct

14 connection between the facilities of an ILEC and those of an ALEC or it can

15 refer to connection between the facilities of two ALECs.

16

17 **Q. IS MR. MILNER'S STATEMENT THAT BELLSOUTH IS NOT**
18 **REQUIRED TO PROVIDE CROSS CONNECTS TO AT&T FOR**
19 **DIRECT CONNECTION TO BELLSOUTH'S NETWORK IN**
20 **CONDOMINIUM ARRANGEMENTS CORRECT?**

21 A. No. Although the United States Court of Appeals for the District of

22 Columbia Circuit vacated the FCC rule on cross-connects, this rule applied to

23 collocation between ALECs, not to an ALEC directly connecting to

1 BellSouth's network. Mr. Milner states that the DC Circuit decision "in no
2 way creates a requirement that BellSouth provide AT&T with cross-connects
3 in lieu of other forms of interconnection between AT&T's network and
4 BellSouth's network." (Milner Direct, p. 50, lines 23-25.) AT&T does not
5 contend that the decision creates such a requirement. AT&T's position is that
6 (1) the Act provides for direct interconnection; (2) allowing AT&T to cross-
7 connect directly to BellSouth facilities in the condominium context furthers
8 the Act's stated policies of enhancing efficiency and promoting competition;
9 and (3) the DC Circuit opinion does not prohibit direct interconnection.

10

11 **Q. WHY SHOULD THIS COMMISSION REQUIRE BELLSOUTH TO**
12 **ALLOW AT&T TO CROSS-CONNECT DIRECTLY TO**
13 **BELLSOUTH'S FACILITY?**

14 A. This Commission has federal and state authority to establish guidelines for
15 collocation. Section 251(d)(3) of the Act recognizes the states' authority to
16 issue orders consistent with the Act, and Florida statutes grant the
17 Commission authority to encourage competition and ensure fairness. Direct
18 connection is a cost-effective and efficient method of interconnection for
19 tenants in joint-tenant facility arrangements. Moreover, AT&T's use of its
20 own space would free up scarce collocation space for other ALECs. Finally,
21 this arrangement allows for a shorter interconnection interval than collocation
22 and would bring about competition in the affected areas more quickly. The
23 Commission should advance the purposes of the Act and require BellSouth to

1 allow AT&T to cross-connect directly to BellSouth facilities in the same
2 building.

3

4 **Q. WHY SHOULD THIS COMMISSION REQUIRE BELLSOUTH TO**
5 **ALLOW AT&T TO CROSS-CONNECT TO OTHER ALECS'**
6 **FACILITIES IN COLLOCATION SPACE?**

7 A. Even though the FCC Rules may not currently require BellSouth to provide
8 cross-connects for AT&T to interconnect with the facilities of other ALECs
9 located in collocation space on BellSouth's premises in the same building,
10 this Commission has the authority to require BellSouth to allow such an
11 arrangement. Cross-connection between tenant and collocated ALECs will
12 improve efficiency and help to maximize the potential of collocated
13 equipment. Moreover, the fact that AT&T's equipment is located in AT&T's
14 space rather than on BellSouth's premises reduces the demand for associated
15 administrative and other facilities.

16

17

18 **ISSUE 20: WHETHER THE CRIMINAL BACKGROUND CHECK**
19 **REQUIREMENT THAT BELLSOUTH SEEKS TO IMPOSE ON AT&T's**
20 **EMPLOYEES OR AGENTS SEEKING ACCESS TO COLLOCATED SPACE**
21 **IN BELLSOUTH PREMISES IS APPROPRIATE.**

22

1 **Q. MR. MILNER INDICATES THAT SECURITY CHECKS ARE**
2 **REASONABLE PUBLIC SAFETY REQUIREMENTS TO PROTECT**
3 **THE INTEGRITY AND RELIABILITY OF BELLSOUTH'S**
4 **NETWORK. DO YOU AGREE?**

5 A. No. BellSouth's requirement is excessive. AT&T has agreed to reasonable
6 steps to ensure the safety of BellSouth's property. AT&T has assured
7 BellSouth that any AT&T representatives accessing collocation space will be
8 bonded, and the parties have agreed to liability and indemnification language
9 in Section 10 of the General Terms and Conditions that covers BellSouth in
10 the event of any damage from activities of an AT&T employee or agent.
11 AT&T has also attempted to meet BellSouth's demands by offering to
12 perform criminal background checks on employees who have been working
13 for AT&T for less than two years. BellSouth rejected the offer.

14 According to the FCC's *Advanced Services Order*, FCC 99-48 ¶ 48,
15 reasonable arrangements include security cameras, restricted access and other
16 monitoring systems. The BellSouth facilities that contain collocation space
17 to which AT&T representatives need access are equipped with some or all of
18 these reasonable security measures. There is no indication that requiring
19 criminal background checks will improve security. Indeed, BellSouth
20 admitted in discovery that AT&T employees have had access to collocation
21 space in BellSouth facilities for several years without any incident involving
22 intentional damage to BellSouth's network. Thus, BellSouth's request is
23 completely unjustified.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.

1 **BY MS. OCKLEBERRY:**

2 **Q Mr. Mills, did you prepare a summary?**

3 **A Yes, I did.**

4 **Q Would you please give that now.**

5 **A Yes, I will. Thank you.**

6 **Good evening, Mr. Chairman and Commissioners.**

7 **The purpose of my testimony today is to address two**
8 **issues, 19 and 20, relative to our proposed**
9 **interconnection agreement. The issues are as follows:**
10 **Issue 19, should AT&T be able to directly connect to**
11 **BellSouth or other ALEC networks located in BellSouth's**
12 **portion of a condominium building without having to**
13 **collocate? The answer is yes.**

14 **First, I want to explain what a condominium**
15 **arrangement is. At the break up of AT&T, AT&T and the**
16 **Regional Bell Operating Companies were required to**
17 **separate their assets. The condominium arrangement**
18 **allowed both companies, AT&T and RBHCs, to retain portions**
19 **of ownership in the same buildings rather than requiring**
20 **one of the parties to relocate all of their equipment to a**
21 **new building.**

22 **In a condominium arrangement, both AT&T and**
23 **BellSouth owns portions of the same building and grant the**
24 **other certain rights to go onto the property of the other.**
25 **That was because certain buildings could not be easily**

1 separated at that time. In the condo arrangement, AT&T
2 does not want to purchase or need collocation space from
3 BellSouth in order to interconnect to BellSouth's network.
4 To do so would be inefficient and wasteful.

5 To force AT&T to use scarce collocation space
6 would also deprive other ALECs from the opportunity to
7 collocate. Because this is a lawful arrangement, this
8 becomes a win/win for all parties involved. All AT&T is
9 requesting is that all forms of interconnection by
10 BellSouth be provided and installed in the shortest, most
11 cost-effective time frames without unreasonable
12 restrictions and delays.

13 Issue 20, whether the criminal background check
14 requirement that BellSouth seeks to impose on AT&T
15 employees who go onto BellSouth premises is appropriate.
16 BellSouth's five to seven-year employee background check
17 is excessive and unreasonable. This requirement increases
18 ALEC expenses and BellSouth has been unable to show to
19 this point that background checks result in increased
20 security.

21 BellSouth has not been able to identify any
22 intentional damage to its equipment by AT&T or its
23 vendors. In addition, BellSouth has, one, monitoring via
24 cameras; two, electronic security locks; and, three,
25 special ID badges in place for ALECs which more than

1 provides adequate protection for their network. Thus,
2 BellSouth's request is unreasonable and has not been shown
3 to prevent any security risk and should be denied.

4 That concludes my summary.

5 CHAIRMAN JACOBS: Cross.

6 MS. OCKLEBERRY: Mr. Chairman, the witness is
7 available for cross-examination.

8 CHAIRMAN JACOBS: We did not identify any
9 exhibits for Mr. Mills?

10 MS. OCKLEBERRY: No. Excuse me, Mr. Chairman.
11 All of the exhibits related to the issue that was resolved
12 and we have withdrawn those exhibits.

13 CHAIRMAN JACOBS: Very well. Ms. White.

14 MS. WHITE: Yes, thank you, Chairman.

15 CROSS-EXAMINATION

16 BY MS. WHITE:

17 Q Good afternoon, Mr. Mills.

18 A Good afternoon.

19 Q My name is Nancy White. I represent BellSouth
20 Telecommunications. I'm sorry, it has been a long day.
21 Happy Valentine's Day, and I hope you get home to your
22 family for it.

23 Let's talk about the condominium issue first.

24 As you discussed in your summary, there are some
25 situations where because of the former relationship

1 between BellSouth and AT&T, BellSouth and AT&T are
2 actually in the same building, is that correct?

3 A Yes.

4 Q And AT&T, for example, may be on the first floor
5 of a building and BellSouth may be on the second floor of
6 the building, or vice versa, is that correct?

7 A That is correct. And in some instances on the
8 same floor.

9 Q So let's assume that BellSouth has -- there is a
10 building, a two-story building, and BellSouth has a
11 central office on the first floor of that building and
12 AT&T is on the second floor of that building. What AT&T
13 wants to do is connect its facilities to BellSouth's
14 network in that central office, is that correct?

15 A That is correct.

16 Q And it is AT&T's position that because you are
17 already in that building, AT&T shouldn't have to collocate
18 in that central office, but rather should be able to just
19 run their facilities from the second floor to BellSouth's
20 central office on the first floor, is that a fair
21 statement?

22 A Yes, that is correct.

23 Q Now, AT&T is the only ALEC that has such a
24 condominium situation, is that correct?

25 A That is correct. AT&T is the only ALEC that

1 went through divestiture with BellSouth.

2 Q Okay. Now, if this Commission allowed AT&T to
3 do what it wants to do, no other ALEC in Florida would be
4 able to take advantage of that kind of arrangement, is
5 that correct?

6 A That is correct. But the point here is the
7 Commission would not be really allowing it, they would
8 simply be supporting what is lawful that was granted
9 through the modification of final judgment and the plan of
10 reorganization.

11 Q Okay. Well, what was lawful under the
12 modification of final judgment and the plan for
13 reorganization was the fact that AT&T and BellSouth would
14 be allowed to continue to share buildings, isn't that
15 correct?

16 A Yes, and it went further than that. Because
17 when you look into the condominium arrangements there is
18 also special agreements called easement arrangements that
19 allow further acceptance by both owners, BellSouth or AT&T
20 in this case to traverse or share one another's space.

21 Q Well, the modified final judgment and plan for
22 reorganization occurred in 1984, isn't that correct?

23 A That is correct.

24 Q And that was long before the Telecommunications
25 Act of 1996, correct?

1 **A Yes.**

2 **Q And it was long before the FCC decided that**
3 **collocation was an appropriate form of interconnection,**
4 **isn't that correct?**

5 **A That is correct, but the FCC did not state or**
6 **make collocation the only form of interconnection that is**
7 **viable or allowable.**

8 **Q I'm sorry, I didn't mean to interrupt.**

9 **A That's okay. It has been a long day for you.**

10 **Q Let me ask you this. Has the FCC dealt with**
11 **this issue of condominium situations before?**

12 **A Not that I'm aware of.**

13 **Q Okay. Now, let's go back to what AT&T wants to**
14 **do in this situation. Every other ALEC in the State of**
15 **Florida would have to collocate in BellSouth's central**
16 **office in that building in order to get what AT&T would**
17 **get under its position, correct?**

18 **A Yes. And in addition to that, those other ALECs**
19 **would be allowed to get in instances where precious and**
20 **scarce collocation space may otherwise be denied to them**
21 **if this arrangement which is lawfully allowed could take**
22 **place.**

23 **Q Well, the condominium arrangement is what is**
24 **lawfully allowed, isn't that correct?**

25 **A It's not just the condominium arrangements, it**

1 is also the agreements and the arrangements that exist
2 within the condominium complex, which is the sharing --
3 let me just add, which is the sharing of cable racks, the
4 traversing of ones facilities through the A or the B
5 owner's area or space.

6 Q And the use that AT&T up until this point has
7 put those cable racks to was for long distance service,
8 isn't that correct?

9 A No. There was -- those racks -- those racks are
10 shared -- excuse me, it has been a long day. Those racks
11 are shared and can be used by either the A or the B owner.
12 Everything -- if you have reviewed what is contained
13 within a condominium agreement, and I have those here if
14 we need to talk about them any further, it allows the
15 sharing of those racks.

16 It is lawful to do so, and that is one means
17 through the act that would prevent one owner from
18 disallowing another owner to actually enjoy the
19 condominium arrangement. It is identical to a condominium
20 arrangement in the sense that you have easement rights,
21 shared driveways, or shared walkways, or shared facilities
22 say to the trash dumpster. These allowances does not
23 disadvantage one or the other of the owners in a
24 condominium complex. And the same applies when it comes
25 to going through cable vaults, shafts, the floors, or use

1 of racking to get from one point to the other within one
2 of those buildings.

3 Q But the point remains that in a condominium
4 situation every other ALEC in Florida would have to
5 collocate in that building, but AT&T would not have to,
6 is that correct?

7 A It would only have to if BellSouth forces the
8 issue.

9 Q Well, under AT&T's position, AT&T would not have
10 to collocate in that building, is that a fair statement?

11 A It would be a fair statement that under the --
12 yes, under the modification of final judgment and the POR
13 it is lawful for us to interconnect with you. You just
14 have a matter of choice whether or not BellSouth would
15 allow that interconnection arrangement.

16 Q Would AT&T pay for collocation rates in that
17 situation?

18 A No, because we would not be collocated. We
19 would be as you stated on the first floor, BellSouth is on
20 the second floor with its collocation spaces. Why would
21 we buy collocation space on the second floor when we are
22 allowed by law to simply come through the cable shafts and
23 interconnect on the second floor?

24 Q And any other ALEC other than AT&T who wanted to
25 be in that central office would have to collocate and pay

1 the collocation rates, isn't that correct?

2 A That is correct. Because they are not part
3 owners within that shared owned AT&T/BellSouth building.

4 Q Now, let me ask you this question. If MCI had
5 this condominium situation and AT&T did not, would AT&T
6 object to MCI receiving such an advantage when AT&T
7 couldn't?

8 A Well, first of all, it is impossible for any
9 other ALEC to have this arrangement. And I will state
10 that these hypotheticals just doesn't make sense to me if
11 we begin to talk about what if. Divestiture occurred
12 once, it cannot occur again, and this can only be allowed
13 between AT&T and BellSouth.

14 Q Well, I think my question was a hypothetical, so
15 I would appreciate it if you could answer yes or no and
16 then you could explain. If MCI was in the condominium
17 situation as AT&T is now, would AT&T object to MCI
18 receiving the advantage that AT&T is asking for?

19 A No, it would not. Because that would free up
20 precious scarce collocation space which would otherwise be
21 denied possibly.

22 Q Now, would you agree that BellSouth has an
23 obligation to allow interconnection on a nondiscriminatory
24 basis?

25 A Yes.

1 **Q Will AT&T allow ALECs, other ALECs to have**
2 **access to BellSouth's central office on the first floor**
3 **through AT&T's facilities on the second floor of that**
4 **building we talked about earlier?**

5 **A Again, collocation is a form of interconnection**
6 **which the Act of 1996, as you stated, allows other ALECs**
7 **to interconnect into an ILEC's network. We are not**
8 **obligated to become the collocation space provider in a**
9 **condominium arrangement. Again, we are simply asking that**
10 **we be allowed not to collocate and interconnect directly**
11 **to the network, not to become a collocator for other**
12 **ALECs.**

13 **Q So if I am understanding correctly, your answer**
14 **to my question would be no, AT&T would not allow other**
15 **ALECs to have access through AT&T's facilities into**
16 **BellSouth's central office on the first floor in those**
17 **situations, is that correct?**

18 **A No, they would come through your collocation**
19 **space. Yes, that is correct.**

20 **Q All right. Now, in your rebuttal testimony you**
21 **state that AT&T also wants to cross-connect to other ALEC**
22 **facilities and collocation space in BellSouth's central**
23 **office, is that correct?**

24 **A Yes.**

25 **Q Are you familiar with this Commission's order,**

1 **Order Number PSC-00-2190 issued on November 17th, 2000 in**
2 **what has become known as the generic collocation case?**

3 **A I am familiar with it.**

4 **Q Are you aware that in that order on**
5 **reconsideration the Commission stated that ILECs were not**
6 **required to allow collocators to cross connect, although**
7 **they did encourage it?**

8 **A Yes, and we agree with that.**

9 **Q And would you agree that -- are you familiar**
10 **with the D.C. Circuit Court of Appeals case, GTE versus**
11 **FCC, that was issued on March 17th, 2000, wherein the**
12 **court stated the cross-connects requirement of the FCC**
13 **imposes an obligation on LECs that has no basis in the**
14 **statute?**

15 **A Yes, I am.**

16 **Q Now, let's talk about the security issues, and**
17 **this is Issue 20. Now, BellSouth wants AT&T to conduct**
18 **criminal background checks on the AT&T employees, or AT&T**
19 **vendors before those employees or vendors go into**
20 **BellSouth's central offices, is that a fair statement?**

21 **A Yes.**

22 **Q And you would agree with me, wouldn't you, that**
23 **BellSouth is not interested in all AT&T employees having a**
24 **criminal background check, but only those that are going**
25 **to go into BellSouth central offices?**

1 **A** **Which that could be any and all under that**
2 **scenario. We don't know who would be going. But, again,**
3 **the answer is yes.**

4 **Q** **Now, did you read Mr. Milner's direct testimony**
5 **on Issue 20?**

6 **A** **Yes, I did.**

7 **Q** **Are you aware that Mr. Milner has testified that**
8 **BellSouth performs criminal background checks on employees**
9 **before we hire them?**

10 **A** **Yes.**

11 **Q** **And you would agree with me also that BellSouth**
12 **has offered to limit this requirement with regard to AT&T**
13 **to only employees that have been hired in the last five**
14 **years, isn't that correct?**

15 **A** **Yes, that is correct.**

16 **Q** **Okay. Now, does AT&T perform criminal**
17 **background checks on employees before AT&T hires them?**

18 **A** **Yes, it does.**

19 **Q** **Okay. And so AT&T doesn't send employees into**
20 **people's homes without the background check, correct?**

21 **A** **We do the background check on newly hired**
22 **employees.**

23 **Q** **You do a criminal background check?**

24 **A** **Yes.**

25 **Q** **And I guess I will just have to tell you I'm**

1 **confused. If you do a criminal background check on your**
2 **employees before you hire them, then why is this still an**
3 **issue?**

4 **A Because it is unreasonable for BellSouth to**
5 **dictate to AT&T what it should do with its employees.**

6 **Q No, but you have just told me unless -- I know**
7 **it has been a long day, but I thought you just told me**
8 **that before AT&T hires anybody they perform a criminal**
9 **background check on that person, is that correct?**

10 **A That is correct. And you --**

11 **Q Okay. I'm sorry, go ahead.**

12 **A Do you have additional parameters in your**
13 **requirements for the background checks? I stated the**
14 **answer, yes, we do.**

15 **Q I don't know the answer to that. Have you**
16 **looked into that as to whether our background checks, what**
17 **we are requiring as a criminal background check is**
18 **different from what AT&T does?**

19 **A Well, I didn't look into it because we object to**
20 **doing a criminal background check at BellSouth's say-so.**

21 **Q Well, maybe I'm confused. I didn't think**
22 **BellSouth was asking you to do a second criminal**
23 **background check.**

24 **A Well, you asked -- you put parameters around**
25 **that. You specify years and times and what that entails.**

1 **Don't just stop at what you ask, you have some delimiters**
2 **also with that that you can also list.**

3 **Q Okay. When did AT&T start doing background**
4 **checks on employees before they hired them?**

5 **A Officially approximately two years ago.**

6 **Q Okay. All right. Now, you would agree,**
7 **wouldn't you, that BellSouth central offices contain**
8 **expensive equipment?**

9 **A Yes, I would. The same as an AT&T central**
10 **office.**

11 **Q That is correct. And BellSouth's central**
12 **offices, unlike AT&T's central offices, contain expensive**
13 **equipment that is owned by BellSouth and it also contains**
14 **expensive equipment that is owned by ALECs who collocate**
15 **in BellSouth's central offices, wouldn't you agree with**
16 **that?**

17 **A Yes, I would.**

18 **Q Okay. Now, would you also agree that BellSouth**
19 **central offices are essential to BellSouth's being able to**
20 **provide customer service?**

21 **A Yes, I would.**

22 **Q Okay. Would you agree that Paragraph 46 of the**
23 **FCC's advanced services order allows incumbent local**
24 **exchange companies to impose reasonable security**
25 **arrangements to protect their equipment and ensure network**

1 security and reliability?

2 A Absolutely. Reasonable security.

3 Q Okay. Now, does AT&T currently have collocation
4 arrangements in BellSouth central offices in Florida?

5 A Yes, it does.

6 Q Has AT&T performed a criminal history
7 investigation on each employee who has been allowed to
8 enter those central offices?

9 A I can't say with any definitive answer, yes I
10 know that to be true. No, I don't.

11 Q You do not know the answer to that?

12 A No.

13 Q Okay. I'm going to get Mr. Edenfield to hand
14 out a little package of forms to you and ask if you are
15 familiar with this, these forms. And I apologize for
16 the -- not all of them are extremely legible. If you go
17 to the -- I will represent to you that every form is the
18 same. It might have different information filled in in
19 the blanks, but the form itself is the same. And if you
20 go to the very last one, I think that is probably the most
21 legible of all. Are you familiar with these -- have you
22 seen this form before?

23 A Absolutely.

24 Q Okay. And it's called a -- if I'm getting the
25 name right, it is a collocators and certified suppliers

1 access request and acknowledgment form, is that correct?

2 A I barely can read it, but I will take your word.

3 Q Now, if we look at the last one in this package,
4 this is a form that has been filled out by a person named
5 Beverly Laramore (phonetic), who the form indicates is
6 employed by AT&T local network services as a project
7 manager, network realization. Do you know Ms. Laramore?

8 A No, I don't.

9 Q Okay.

10 MS. OCKLEBERRY: Excuse me, Mr. Chairman. I'm
11 going to object to this form. I think there has been no
12 foundation laid. The witness who has -- or the person
13 that signed the document is not here. I'm just going to
14 object on the basis of the foundation, I don't believe it
15 has been laid for this docket.

16 MS. WHITE: Well, I would respond to the
17 objection by stating that Mr. Mills specifically stated
18 that he was familiar with this form.

19 THE WITNESS: The form, but not filled out with
20 these names and social security numbers and room locations
21 and streets.

22 MS. WHITE: I apologize. I am not going to -- I
23 am not interested in asking questions about the contents
24 of the form. I was just going to ask him if he knew this
25 person who had signed it. All I am really interested in

1 is the form itself. I will commit not to ask any
2 questions about how the form was filled in.

3 CHAIRMAN JACOBS: Okay.

4 COMMISSIONER PALECKI: Could I ask a question?

5 CHAIRMAN JACOBS: Go ahead.

6 COMMISSIONER PALECKI: Could you explain what
7 point you are trying to make with the form?

8 MS. WHITE: If you would look at the bottom of
9 the form, there are numbers 1 through 9. If you look at
10 those you will see that on Line Number 3 it says a
11 criminal history investigation has been performed on each
12 employee listed above in all states/counties in which
13 he/she has resided for the past five years.

14 MS. OCKLEBERRY: And, Mr. Chairman, that's why I
15 am objecting to this document. If she is trying to use it
16 to establish that someone from AT&T has signed this and
17 agreed to this, I think there is a foundation that needs
18 to be laid for this document. If she has a blank document
19 she wants to introduce just to show that this is what is
20 on the document, I don't have a problem with that. But I
21 think in terms of her trying to get that document into
22 evidence or ask this witness, she does not and cannot lay
23 a proper foundation for this document to be admitted.

24 MS. WHITE: Well, I would disagree with that
25 because Mr. Mills could accept subject to check that these

1 documents have been filled out by AT&T. But if AT&T wants
2 to deny they filled them out, that's fine. I do not have
3 a blank document, so I will withdraw the question on the
4 documents.

5 **BY MS. WHITE:**

6 **Q Mr. Mills, do you know whether -- you stated**
7 **earlier that AT&T does have collocation arrangements in**
8 **Florida, correct?**

9 **A Yes.**

10 **Q And AT&T has sent AT&T employees into**
11 **BellSouth's central office in connection with those**
12 **collocation arrangements, is that correct?**

13 **A I assume they do based on these documents.**

14 **Q Well, no, I'm not asking you based on these**
15 **documents because your attorney has objected.**

16 **A Well, they do. Yes, they do. They have to work**
17 **in collocation space.**

18 **Q All righty. And you are familiar with the fact**
19 **that there is a form put together by BellSouth that AT&T,**
20 **or someone at AT&T signs in order to get access to these**
21 **central offices where AT&T has their collocation**
22 **arrangements, is that correct?**

23 **A Yes.**

24 **Q Okay. And you are familiar with that form, is**
25 **that correct?**

1 **A Yes, ma'am.**

2 **Q And isn't it correct --**

3 **MS. OCKLEBERRY: Mr. Chairman, I'm going to**
4 **interpose an objection at this point. The best evidence**
5 **would be the document. And granted she cannot introduce**
6 **this particular document to say what the document shows,**
7 **but she needs to then get a -- I mean, I'm not going to**
8 **tell her how to get it in. I'm sure she is a lawyer, she**
9 **knows the proper way to do this. I'm just going to**
10 **object. This is an improper cross-examination of the**
11 **witness. The document would be the best evidence.**

12 **CHAIRMAN JACOBS: Ms. White.**

13 **MS. WHITE: I'm going to move this document, the**
14 **documents that I have already handed out into evidence.**
15 **Yes, I am a lawyer, I do know the best way to get things**
16 **in. This witness has already testified that he is**
17 **familiar with these documents. I believe he identified**
18 **the document I handed out as the form that is used. I**
19 **believe that I can -- that this document should be allowed**
20 **in and the Commission can give it what weight it deserves.**

21 **COMMISSIONER PALECKI: Mr. Chairman, and I**
22 **believe the point that BellSouth is trying to make here is**
23 **that AT&T does a criminal check on their employees and**
24 **that the AT&T employees actually certify as to a criminal**
25 **check on this document. I think the point has been well**

1 made and it is well established. I don't think you need
2 to do anything further.

3 MS. WHITE: I will take the Commissioner's word
4 for it then, and I will withdraw the request to move it
5 into evidence.

6 CHAIRMAN JACOBS: Okay. That's your choice.

7 MS. WHITE: Thank you. That's all I have.

8 CHAIRMAN JACOBS: Staff.

9 MR. FORDHAM: Mr. Chairman, I do have a couple
10 of questions, but it will be brief.

11 CROSS-EXAMINATION

12 BY MR. FORDHAM:

13 Q Regarding Issue 19, the condominium issue, how
14 is this matter addressed in the current agreement that
15 AT&T has with BellSouth?

16 A It is not addressed in the current agreement.

17 Q Has it been addressed even -- how about the
18 prior agreement before this one, was it addressed?

19 A No. BellSouth just started asking for this.

20 Q Okay. So as we speak it has not been addressed
21 in Florida?

22 A No, it has not.

23 Q Is it a matter in any of the current
24 arbitrations that are going on in any of the other
25 BellSouth region proceedings?

1 **A** **Yes. We have arbitrated this issue in all of**
2 **the other states where we have arbitrated our**
3 **interconnection agreement.**

4 **Q** **Are those concluded, and if so, what is the**
5 **status of this particular issue?**

6 **A** **No, it has in the been. We have arbitrated in**
7 **North Carolina, in Georgia, and we have not received any**
8 **outcome on those at this point in time.**

9 **Q** **So, again, as we speak, the issue has not been**
10 **brought to conclusion in any other arbitration?**

11 **A** **No, sir.**

12 **Q** **Is the language in the other arbitrations**
13 **essentially the same as here in Florida or is it**
14 **different?**

15 **A** **It is identical. My testimony looks the same.**

16 **Q** **You testified earlier that a couple of years ago**
17 **AT&T officially began to perform criminal background**
18 **checks on its employees. Is it your opinion that**
19 **BellSouth's desire for another criminal background check**
20 **is duplicitous of your efforts?**

21 **A** **I believe it is. I also believe that in**
22 **BellSouth's case it is excessive. In the arbitrations and**
23 **in reading the testimony that BellSouth has provided,**
24 **their claims that we could look at any newspaper headline**
25 **and find that there is a requirement. Also through our**

1 **interrogatories, discoveries, BellSouth cannot share with**
2 **us any instances where there has been any type of damage**
3 **to any of their equipment, network intentionally by an**
4 **AT&T employee or vendor.**

5 **In addition to that, doing my research, working**
6 **with our PR department on the claims of BellSouth looking**
7 **at any newspaper headline, we went back for one year,**
8 **looked at all of the newspapers, the top newspapers in the**
9 **southeast or the region covered by BellSouth, and found**
10 **absolutely no instances where there were any reports of**
11 **any type of intentional damages by CLECs, ALECs, or AT&T**
12 **employees. So -- and we have asked this. Do we have any**
13 **proof, and how does this relate to security backgrounds?**

14 **As I have stated, the FCC has given us**
15 **reasonable outlines and we use these reasonable methods to**
16 **protect our equipment and so does BellSouth. I believe it**
17 **is just something to increase expense and delay for an**
18 **ALEC.**

19 **Q Mr. Mills, excuse me for flip-flopping back to**
20 **Issue 19 again, but you stated earlier that you were**
21 **familiar with the generic collocation order. In that**
22 **order under the definition of premises, do you believe**
23 **that AT&T's condominium space qualifies as BellSouth's**
24 **premises?**

25 **A No. You've got to -- I want to make a point to**

1 say that in a condominium arrangement, just as if you were
2 in a condominium complex as a home, if you were to ask me
3 if we lived in the same condominium complex and shared the
4 same building, I was on the first floor and you were on
5 the second, and you asked me whose building is it, whose
6 premise is it, is it mine or yours, it is ours.

7 Q Okay. You address this in some detail, but just
8 to be real certain, you would agree then, or you would
9 reassert that AT&T is not actually seeking collocation
10 within that definition, but rather interconnection?

11 A That is correct.

12 COMMISSIONER PALECKI: Could I jump in here? I
13 have a couple of questions that are, I guess, right along
14 these lines. The point has been made that no other ALEC
15 would be able to take advantage of this arrangement. But
16 I want to know whether or not BellSouth would risk any
17 harm if this arrangement was entered into?

18 THE WITNESS: No, it would not, because we are
19 already in approximately six buildings of this type. And
20 in certain instances AT&T is called the A owner, meaning
21 it is the primary owner. It takes care of all of the
22 infrastructure in that building as well as security
23 measures. In other cases, BellSouth is the A owner in
24 these condominium arrangements. There exists six of these
25 types in Florida.

1 **COMMISSIONER PALECKI:** Now, if this condominium
2 cross-connect arrangement was allowed by this Commission
3 and another ALEC wanted to rent space from AT&T to, in
4 effect, collocate from AT&T's -- I guess you are on the
5 second floor of the building, correct?

6 **THE WITNESS:** Yes, but --

7 **COMMISSIONER PALECKI:** Would you consider, would
8 AT&T consider allowing another ALEC to rent space and, in
9 effect, collocate from AT&T's part of the building?

10 **THE WITNESS:** No. Because within these
11 condominium arrangements BellSouth is already, as by the
12 Act, the provider of collocation space in these buildings
13 for other ALECs.

14 **COMMISSIONER PALECKI:** But if that space was no
15 longer available and there was an ALEC that was unable to
16 collocate in the BellSouth floor of the building, is that
17 an arrangement that you might consider in order to, quote,
18 level the playing field?

19 **THE WITNESS:** Well, that is part of what our
20 request is. Rather than being forced, AT&T, to use
21 precious collocation space in a building where it already
22 exists, why would we take up collocation space from
23 another ALEC that would require it? In the case where we
24 would use our own space to direct connect we are allowing
25 another CLEC, another ALEC to take the space that we would

1 otherwise use up. That's why I say it is a win/win
2 situation. It is unreasonable to do that.

3 **COMMISSIONER PALECKI:** I understand that point,
4 I was just trying to figure out whether or not, you know,
5 the point has been made that no other ALEC would be able
6 to take advantage of this arrangement. And I was just
7 trying to find out whether it might be possible if
8 BellSouth did run out of collocation space, if this might
9 be an arrangement that AT&T would consider.

10 **THE WITNESS:** They will run out if they force us
11 to collocate. They would have the space that would
12 otherwise be used by AT&T to offer another ALEC.

13 **COMMISSIONER PALECKI:** Thank you.

14 **THE WITNESS:** Thank you very much.

15 **MR. FORDHAM:** Staff has no further questions.

16 **CHAIRMAN JACOBS:** Mr. Mills, in your testimony
17 you indicated that with regard to the requirement to do
18 criminal background checks, AT&T had offered an
19 indemnification to BellSouth in the event of any damage to
20 facilities or equipment, is that correct?

21 **THE WITNESS:** Yes. Bonding and indemnification,
22 yes.

23 **CHAIRMAN JACOBS:** And in that instance you would
24 take care of any problems that would have occurred should
25 one of your employees cause any harm at the end office?

1 **THE WITNESS:** That is correct, sir.

2 **CHAIRMAN JACOBS:** And you have also said that
3 you do your own background checks, as well, right?

4 **THE WITNESS:** Yes, we do, sir.

5 **CHAIRMAN JACOBS:** There was one other point.
6 Never mind. Thank you. Redirect.

7 **MS. OCKLEBERRY:** No, Mr. Chairman.

8 **CHAIRMAN JACOBS:** Exhibits. No exhibits.
9 That's it. Thank you, you are excused.

10 **THE WITNESS:** Thank you.

11 **CHAIRMAN JACOBS:** I am of the opinion that we
12 should break for the day. Just a moment.

13 (Pause.)

14 **CHAIRMAN JACOBS:** I would like for us to start
15 at 9:00 in the morning. And we will proceed and hopefully
16 we can still meet your deadline, Mr. Lackey.

17 Thank you. And we are adjourned for the
18 evening.

19 (The hearing concluded at 5:43 p.m.)

20

21

22

23

24

25

1 **STATE OF FLORIDA)**

2 **: CERTIFICATE OF REPORTER**

3 **COUNTY OF LEON)**

4

5 **I, JANE FAUROT, RPR, Chief, FPSC Bureau of Reporting**
6 **FPSC Commission Reporter, do hereby certify that the**
7 **Hearing in Docket No. 000731-TP was heard by the Florida**
8 **Public Service Commission at the time and place herein**
9 **stated.**

7

8 **IT IS FURTHER CERTIFIED that I stenographically**
9 **reported the said proceedings; that the same has been**
10 **transcribed under my direct supervision; and that this**
11 **transcript, consisting of 93 pages, Volume 4 constitutes a**
12 **true transcription of my notes of said proceedings and the**
13 **insertion of the prescribed prefiled testimony of the**
14 **witnesses).**

11


12 **I FURTHER CERTIFY that I am not a relative, employee,**
13 **attorney or counsel of any of the parties, nor am I a**
14 **relative or employee of any of the parties' attorney or**
15 **counsel connected with the action, nor am I financially**
16 **interested in the action.**

14

15 **DATED THIS 27TH DAY OF FEBRUARY, 2001.**

15

16

17 
18 **JANE FAUROT, RPR**
19 **FPSC Division of Records & Reporting**
20 **Chief, Bureau of Reporting**
21 **(850) 413-6732**

17

18

19

20

21

22

23

24

25