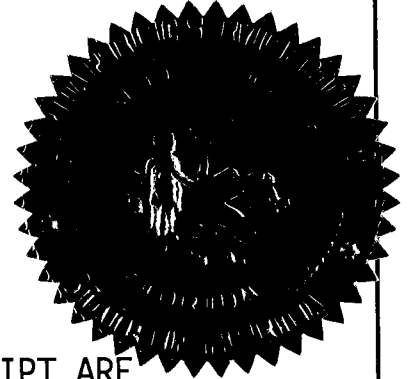


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786A-TL

In the Matter of

CONSIDERATION OF BELLSOUTH
TELECOMMUNICATIONS, INC.'S ENTRY
INTO INTERLATA SERVICES PURSUANT
TO SECTION 271 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996.



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VOLUME 9

Pages 1195 through 1389

PROCEEDINGS:

HEARING

BEFORE:

CHAIRMAN E. LEON JACOBS, JR.
COMMISSIONER J. TERRY DEASON
COMMISSIONER LILA A. JABER
COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI

DATE:

Wednesday, October 17, 2001

TIME:

Commenced at 9:00 a.m.

PLACE:

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

REPORTED BY:

JANE FAUROT, RPR
Chief, Office of Hearing Reporter Services
FPSC Division of Commission Clerk and
Administrative Services
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APPEARANCES:

(As heretofore noted.)

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I N D E X

WITNESSES

3	NAME:	PAGE NO.
4	W. KEITH MILNER (continued)	
5	Prefiled Surrebuttal Testimony Inserted	1199
6	Cross Examination by Ms. Azorsky	1234
6	Cross Examination by Mr. Melson	1272
7	Cross Examination by Mr. Campen	1287
7	Cross Examination by Ms. Reese	1201
8	Cross Examination by Ms. Masterton	1329
8	Cross Examination by Mr. Klein	1334
9	Cross Examination by Ms. Keating	1363
9	Redirect Examination by Ms. White	1384

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EXHIBITS

NUMBER:		ID.	ADMTD.
34	Diagram	1235	1388
35	Trunk Group Service Report	1238	1388
36	Trunk Group Blockage Reports	1289	1388
37	Trunk Group Blockage Calculation	1297	1388
38	Excerpt of BellSouth/NewSouth	1304	1388
39	E-Mail Regarding Trunking Request	1311	1388
40	(Late-filed) Updated Table 1 CLEC Lines in BellSouth Service Area in Florida	1381	
41	(Late-filed) Trunk Group Aggregate	1388	
33			1388
	CERTIFICATE OF REPORTER		1389

P R O C E E D I N G S

1
2
3
4
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(Transcript follows in sequence from Volume 8, with the insertion of W. Keith Milner's prefiled surrebuttal testimony.)

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 **REVISED** SURREBUTTAL TESTIMONY OF W. KEITH MILNER

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 960786A-TL

5 OCTOBER 3, 2001

6

7 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH
8 BELL SOUTH TELECOMMUNICATIONS, INC. ("BELL SOUTH").

9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree Street,
11 Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I
12 have served in my present position since February 1996.

13

14 Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT TESTIMONY ON
15 MAY 31, 2001?

16

17 A. Yes.

18

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

20

21 A. In my testimony, I will address allegations raised by parties in this proceeding regarding
22 the means by which BellSouth has satisfied network-related items of the competitive
23 Checklist set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("the
24 Act").

25

1 CHECKLIST ITEM 1: INTERCONNECTION

2

3 TRUNKING

4

5 Q. MR. ARGENBRIGHT, TESTIFYING ON BEHALF OF WORLDCOM, INC.
6 (“WORLDCOM”), ALLEGES ON PAGES 11-13 THAT BELL SOUTH IS NOT IN
7 COMPLIANCE WITH CHECKLIST ITEM 1 BECAUSE BELL SOUTH FRAGMENTS
8 TRAFFIC BY SEPARATING TRANSIT TRAFFIC FROM LOCAL AND
9 INTRALATA TOLL TRAFFIC. PLEASE COMMENT.

10

11 A. There are very good reasons to separate transit traffic from local and intraLATA toll
12 traffic. Transit traffic is traffic that originates on one carrier’s network, is switched and
13 transported by BellSouth, and then sent to another carrier’s network for termination. The
14 traffic neither originates on nor terminates on BellSouth’s network. With respect to
15 transit traffic, separate trunk groups facilitate proper billing. That being said, BellSouth
16 offers Alternative Local Exchange Carriers (“ALECs”) the “supergroup” option, which
17 allows the exchange of local and intraLATA toll traffic between a BellSouth switch and
18 an ALEC’s switch over a single trunk group as well as the exchange of local, intraLATA,
19 or interLATA transit traffic over a single trunk group. The supergroup option should
20 resolve WorldCom’s concerns.

21

22 Q. ON PAGES 5-11 OF HIS TESTIMONY ON BEHALF OF NEWSOUTH
23 COMMUNICATIONS CORPORATION (“NEWSOUTH”), MR. FURY ALLEGES
24 THAT BELL SOUTH HAS NOT SATISFIED CHECKLIST ITEM 1 BASED UPON
25 ISSUES OF INTERCONNECTION TRUNK BLOCKING AND PROVISIONING

1 PROCESSES. PLEASE COMMENT.

2

- 3 A. With respect to trunk blocking, Mr. Fury argues that BellSouth's blocking performance
4 and interconnection trunk provisioning processes are not adequate. I disagree.
5 NewSouth's position is that BellSouth should provision trunks on the basis of
6 NewSouth's non-binding forecasts without any supporting evidence from NewSouth as to
7 the reliability of those forecasts.

8

9 Throughout Mr. Fury's testimony, he evidences a misconception of how the non-binding
10 interconnection trunk forecast process works. The non-binding trunk forecast process is
11 designed to be a cooperative process to allow for pre-order coordination and negotiation,
12 as necessary, for the orderly provisioning of new and augmented trunk groups.

13

14 The forecast facilitates a dialog between the parties meant to support a common
15 understanding of and expectations for planned servicing of trunks. By definition, planned
16 trunk servicing is the establishment of new trunk groups or changes to existing trunk
17 groups, by increasing or decreasing the quantity of trunks in service. Factors influencing
18 the trunk servicing for particular trunk groups are: (1) planned network infrastructure
19 changes, enhancements, and expansion; and (2) changed trunk requirements due to traffic
20 increases and decreases because of end user line growth, end user per line calling
21 stimulation, market share changes, and the like. Included in planned trunk servicing is
22 the establishment and augmentation of interconnection trunking between Bellsouth's
23 network and ALECs' networks. Planned trunk servicing does not mean automatic
24 implementation of anticipated changes, as Mr. Fury apparently believes. Obviously,
25 network changes such as end office replacements are implemented coincident with other

1 associated implementation activities. Planned trunk servicing required by traffic changes,
2 however, is implemented only when deemed necessary to meet demand or to release
3 underutilized trunks. Just as with demand trunk servicing (which I will discuss next),
4 planned trunk servicing and forecasting processes necessitate the monitoring of traffic
5 loads and initiation of trunk orders only when deemed necessary.

6
7 Q. PLEASE DISCUSS THE CONCEPT OF DEMAND TRUNK SERVICING.

8
9 A. Demand trunk servicing is the placement of additional trunks required to maintain quality
10 of service on grade-of-service trunk groups due to unanticipated traffic demand. By
11 “grade-of-service” trunk groups, I refer to those trunk groups engineered and provisioned
12 to ensure a certain grade of service. In this context, grade-of-service relates to the
13 percentage of calls that are blocked. Demand trunk servicing requires monitoring of
14 loads and call blocking performance on a real-time or near real-time basis. Demand
15 trunk servicing also requires analysis of trunk performance relative to normal engineering
16 periods, typically twenty consecutive average business days (excluding Saturdays and
17 Sundays) or thirty consecutive average weekdays (including Saturdays and Sundays).
18 Demand trunk servicing is initiated when there is a consistent need for trunk
19 augmentation over a period of time, not because of oddball days or traffic spikes due to
20 nonrecurring events.

21
22 As delineated in the current Interconnection Agreement between NewSouth and
23 BellSouth, “[t]he submitting and development of interconnection trunk forecasts shall not
24 replace the ordering process in place for local interconnection trunks.” In addition, the
25 Interconnection Agreement provides that “the receipt and development of trunk forecasts

1 does not imply any liability for failure to perform...” (Interconnection Agreement,
2 Attachment 3, Paragraphs 3.7.2 and 3.7.3). In short, NewSouth has agreed to supply only
3 non-binding forecasts. The submission of a non-binding forecast does not create a firm
4 commitment that BellSouth will provide the forecasted level of trunks.

5
6 Indeed, communicating trunking needs is precisely what the Interconnection Agreement
7 calls for and such a practice reflects reasonable measures of engineering and monetary
8 discipline. These aspects of the Interconnection Agreement are a benefit to NewSouth,
9 not an impediment. NewSouth should comply with these inter-company communication
10 and coordination measures that are intended to make the trunk servicing process work
11 smoothly and that are standard practices in the industry.

12
13 Q. WHILE ON THE TOPIC OF TRUNK SERVICING, MR. FURY INDICATES ON
14 PAGE 7 OF HIS TESTIMONY THAT TRUNK GROUPS ARE TO BE MAINTAINED
15 USING ERLANG B TRAFFIC THEORY. IS THIS CORRECT?

16
17 A. No. To clarify, Mr. Fury refers to the Interconnection Agreement’s convention for
18 determining the point when “the Parties shall negotiate in good faith for the installation of
19 augmented facilities.” The Erlang B call blocking probability theory provides a
20 convenient benchmark to quantify the traffic load for this convention. However,
21 BellSouth does not use Erlang B to size final trunk groups for the reasons I set out below.

22
23 Erlang B is a single-hour traffic load trunking theory. The Erlang B model is biased in
24 grade-of-service applications when average traffic loads are used and this bias can affect
25 the more precise requirements of grade-of-service trunk sizing. The use of time-

1 consistent, average busy-hour loads is an industry standard used by BellSouth. This
 2 requires the use of a trunking model that can accommodate the day-to-day variations
 3 inherent in average loads. Accordingly, BellSouth uses the Neal-Wilkinson call blocking
 4 probability theory instead of the Erlang B theory to size grade-of-service trunk groups,
 5 which include final trunk groups.

6
 7 Q. ON PAGE 8 OF HIS TESTIMONY, MR. FURY COMPLAINS ABOUT A TRUNK
 8 GROUP IN MACON, GEORGIA. PLEASE COMMENT.

9
 10 A. Mr. Fury's complaint about the trunk situation in Macon, Georgia is that BellSouth did
 11 not provision additional trunks based on NewSouth's non-binding forecast and that
 12 BellSouth delayed adding trunks "in the face of ... busy hour occupancy rates of 99.9%
 13 on some days". Contrary to Mr. Fury's depiction, there was no blocking on the trunk
 14 group prior to NewSouth's request of April 18, 2001, for the trunk addition and no
 15 indication, based on traffic volume, that any augmentation would be required for some
 16 time. The 99.9% occupancy he refers to occurred on only one day, after NewSouth's
 17 request for additional trunks. This occurred on May 21 from ^{noon} ~~10:30 A.M.~~ to ^{1:00 P.M.} ~~11:30 A.M.~~
 18 where one (1) out of ³⁹¹ ~~440~~ calls was blocked for a call blocking rate of ^{0.26} ~~0.27~~%. It's obvious
 19 that NewSouth had information about an additional traffic load that would be placed on
 20 the Macon trunk group that it did not share with BellSouth until after complaining about
 21 BellSouth's "delay" in augmenting the trunk group. BellSouth was appropriately
 22 responsive to providing additional trunks after the need was made clear by augmenting
 23 the trunk group on June 5, 2001. Contrary to NewSouth's characterization of the facts,
 24 this situation does not support NewSouth's claim that BellSouth has "caused irreparable
 25 harm to NewSouth."

1 Q. MR. FURY REFERS TO THE 99.9% OCCUPANCY RATE AS IF SUCH AN
2 OCCUPANCY LEVEL IS A SERVICE PROBLEM CONTRIBUTING TO
3 “EXCESSIVE BLOCKAGE OF CALLS”. IS HE CORRECT?
4

5 A. No, Mr. Fury is wrong. His comment reflects two apparent misunderstandings about the
6 trunk servicing processes I described above. First, using the “industry standard grade of
7 service” to which Mr. Fury refers, service quality is not determined by traffic
8 measurements for a single day, but rather by measurements for the average time
9 consistent busy hour over a 20 to 30 day study period, typically a calendar month.
10 Utilization is usually defined as the ratio of the quantity of trunks required, according to
11 the appropriate Design Blocking Objective (“DBO”), to the quantity of trunks in service.
12 Based on the definition of occupancy given in Mr. Fury’s Exhibit JF-1, “Busy hour
13 occupancy based on P.01 GoS for 24 members”, utilization and occupancy are nearly
14 equivalent in this case, depending on the trunk sizing tables used to determine trunks
15 required. Mr. Fury’s use of the term occupancy is somewhat imprecise. Occupancy is
16 sometimes defined as “the measure of time that a circuit or an equipment unit is busy (in
17 use) expressed as a decimal; [n]umerically, it is the Erlangs carried per circuit.” See, for
18 example, <http://education.icn.siemens.com/services/jobaids/glossary/>. Occupancy is most
19 often termed in relation to call center operations as “the percentage of time agents handle
20 calls versus wait for calls to arrive”. See, for example,
21 <http://www.incoming.com/s2glossary.html>). Occupancy does not normally take the
22 DBO-based number of trunks required into account; therefore, utilization and occupancy
23 are usually not equivalent. For the month Mr. Fury notes, the study period utilization was
24 71% and the study period call blocking was 0%. This reflects an excellent level of
25 service quality.

1 Second, 100% utilization in the busy hour is exactly the objective level to which a trunk
2 group is designed. In other words, if the group were designed using only one day's busy
3 hour load, rather than a study period average, the group would be performing on that one
4 day at the intended DBO. As noted in the preceding paragraph, however, the engineered
5 capacity is based on the study period average. Thus, the trunk group to which Mr. Fury
6 refers was actually performing with 29% spare capacity.

7
8 Obviously, had traffic been sufficient in the Macon case to average even 80% utilization
9 all month, with additional traffic expected, the need for a trunk group augmentation
10 would be indicated as delineated in the Interconnection Agreement, Attachment 3,
11 Paragraph 3.8.2. There was no such situation prior to NewSouth's request. All
12 NewSouth had to do to ensure timely provisioning of capacity, for the additional loads it
13 knew was coming, was to communicate that fact to BellSouth. Such sharing of traffic
14 information is the standard method for handling trunk servicing throughout the industry.

15
16 Through July 2001, although the trunk group in fact was augmented to a total of 72
17 trunks on June 5, 2001, there have been no more than 21 trunks required to handle traffic
18 volume for any study period. NewSouth's forecasted need, which according to Mr. Fury
19 "clearly showed that a total of 72 trunks would be needed in the Second Quarter of
20 2001", has yet to be realized.

21
22 Q. ARE YOU AWARE OF OTHER INSTANCES IN WHICH NEWSOUTH'S OWN
23 ACTIONS CAUSED TRUNK BLOCKAGE PROBLEMS?

24
25 A. Yes. One such situation that occurred recently in Baton Rouge, Louisiana was the direct

1 result of NewSouth's addition of an un-communicated, large, and permanent traffic load.
2 NewSouth could have followed the provisions in the Interconnection Agreement for
3 demand servicing or NewSouth could have considered the addition of the large traffic
4 loads related to this example to be part of the planned servicing reflected in NewSouth's
5 forecast that required a demand trigger to initiate. In the period spanning roughly
6 November 1, 2000, to December 20, 2000, traffic volumes averaged around 500 hundred-
7 call seconds ("CCS") in the busy hour. Without notice to BellSouth, NewSouth
8 apparently added customers to its switch causing the traffic volume in the busy hour to
9 increase to between about 1200 CCS to 1600 CCS in the period from December 20,
10 2000, to January 31, 2001, which is almost triple the traffic volume experienced before.
11 Traffic volume in the busy hour increased markedly again about January 31, 2001, to an
12 average of over 2000 CCS. The trunk group began blocking severely on January 2, 2001.
13 Because only NewSouth was privy to the fact that a large load was to be placed on the
14 network (and when those loads would appear), NewSouth bore the responsibility to
15 communicate to BellSouth the specific locations, the increase in volume, and the date it
16 would start the augmentation process. If NewSouth had communicated, before the fact,
17 its need for increased capacity in the context of the actual traffic demand that was to be
18 placed on the network, BellSouth could have implemented a more orderly response.
19 What is particularly disconcerting is that the BellSouth Project Manager in the Local
20 Interconnection Switching Center ("LISC") participates in a conference call each week
21 with NewSouth to ensure close coordination between the companies. NewSouth never
22 shared the fact that a very large traffic load was to be added to the network in Baton
23 Rouge, even though it was certain to cause service problems. As soon as BellSouth was
24 made aware of the service problem, its Circuit Capacity Management ("CCM") group
25 initiated an order to NewSouth to augment the trunk group. This order was placed with

1 NewSouth on January 4, 2001, with a requested due date of January 9, 2001. In the
2 meantime, in order to minimize immediate service disruptions, BellSouth initiated a
3 temporary arrangement to overflow traffic from the reciprocal trunk group to
4 NewSouth's direct trunk group at 11:00 A.M. on January 4, 2001. This action
5 immediately eliminated the call blocking. Thereafter, until the trunk addition was
6 complete, the overflow arrangement was used to satisfy traffic demand and there was no
7 significant level of blocked calls throughout the relevant period.

8
9 Furthermore, the Baton Rouge case is not an isolated example of blocking situations that
10 NewSouth has created. The "LISC Response to NewSouth Issues", Exhibit WKM-10,
11 was provided to NewSouth in November 2000 in response to operational questions about
12 several items that came up in a joint company meeting. The result of analysis done by
13 BellSouth's LISC regarding several other locations with blocking problems in 1999 and
14 2000 shows the same pattern: NewSouth adds customers and traffic without prior
15 notification to BellSouth to allow appropriate trunk augmentation. As noted, at one
16 meeting in September 2000, "NewSouth understood the need for prior notification before
17 bringing large customers on line and agreed to do so."

18
19 Q. MR. FURY TESTIFIES ON PAGE 9 THAT "THE BELLSOUTH CAPACITY
20 MANAGERS IN FLORIDA ARE NO MORE PROACTIVE ABOUT AUGMENTING
21 RECIPROCAL TRUNKS THEN BELL MANAGERS IN ANY OTHER STATE."
22 PLEASE COMMENT.

23
24 A. Mr. Fury is wrong. The CCM Center has maintained the BellSouth managed trunk
25 groups to NewSouth in Florida so well that there has been no blocking on any trunk

1 group since, at least, June 2000. Exhibit WKM-11, attached to my testimony, clearly
2 shows that BellSouth managed trunk groups have never exceeded approximately 90%
3 utilization during this period. BellSouth's CCM in Florida has done an outstanding job
4 and these trunk performance results clearly indicate such.

5
6 Q. PLEASE RESPOND TO MR. FURY'S ALLEGATIONS THAT BELLSOUTH HAS
7 CAUSED NEWSOUTH'S TRUNKING PROBLEMS.

8
9 A. To summarize, NewSouth's attempt to blame BellSouth for the trunk augmentation
10 delays is misguided. In the Baton Rouge example, it was NewSouth that failed to timely
11 advise BellSouth of anticipated increases in traffic; it was NewSouth that delayed
12 providing the Firm Order Commitment ("FOC") to BellSouth; it was NewSouth that
13 changed the due date to a later date; it was NewSouth that missed the due date as a result
14 of NewSouth's providing incorrect Connecting Facility Assignment ("CFA") information
15 to BellSouth; and it was NewSouth whose equipment was not ready. BellSouth
16 completed this trunk augmentation order in spite of NewSouth's repeated missteps and
17 failures.

18
19 Operational issues related to intercompany processes should be, and actually have been,
20 addressed in normal communications and negotiations between BellSouth and NewSouth.
21 Indeed, Exhibit WKM-12, attached to my testimony, provides an e-mail from Ms. Amy
22 Gardner, Senior Vice President Network Planning & Provisioning for NewSouth, to Mr.
23 Fury that sets the proper tone and format for handling such items. Ms. Gardner clearly
24 affirms that these are operational issues that demand good communications between the
25 two companies and I agree. In fact, Ms. Gardner's e-mail is a directive to Mr. Fury and

1 the NewSouth Traffic Engineering group regarding the very letter sent to Mr. Jon Rey
2 Sullivan of BellSouth as noted on page 9 of Mr. Fury's testimony. In addition to Ms.
3 Gardner's e-mail, I have included in Exhibit WKM-12 Mr. Fury's letter to Mr. Sullivan
4 and Mr. Sullivan's reply. Mr. Sullivan's letter to Mr. Fury was hardly "cavalier" as Mr.
5 Fury suggests, but rather, it was plainly a restatement of the same augmentation process
6 that had been discussed earlier with NewSouth and to which NewSouth had earlier
7 agreed.

8
9 **CHECKLIST ITEM 4: LOCAL LOOP**

10
11 **LINE SHARING**

12
13 Q. MR. TURNER, TESTIFYING ON BEHALF OF AT&T, ON PAGE 28 OF HIS
14 TESTIMONY, STATES THAT BELLSOUTH WILL NOT CONSIDER THE OPTION
15 TO ALLOW ALECS TO INSTALL INTEGRATED SPLITTER/DSLAM CARDS INTO
16 DSLAM-CAPABLE BELLSOUTH REMOTE TERMINALS TO FACILITATE
17 REMOTE SITE LINE SHARING. PLEASE COMMENT.

18
19 A. The line card to which Mr. Turner refers provides not only voice functions but Digital
20 Subscriber Line Access Multiplexer ("DSLAM") functions as well. The FCC has
21 defined the DSLAM as part of the packet switching network. Further, the FCC has
22 declined to impose a duty that BellSouth unbundle its packet switching network except in
23 extremely limited cases, cases that does not exist in Florida. Thus, what Mr. Turner
24 really wants is to impose an obligation that BellSouth provide unbundled packet
25 switching despite the fact that the FCC has already addressed this very situation and

1 declined to impose such a duty except in limited situations.

2
3 Allow me to explain further. There can be no serious dispute that FCC rules do not
4 require BellSouth to provide ALECs with the right to specify the type of line cards to be
5 placed in BellSouth's DLC systems. Requiring BellSouth to provide ALECs with the
6 opportunity to utilize dual-purpose line cards would result in BellSouth providing
7 unbundled packet switching, because this line card provides the functionality of a
8 DSLAM. The FCC has defined the DSLAM as one element in a packet switching
9 network. The FCC has also said that incumbents are not required, unless four conditions
10 are met, to provide unbundled packet switching. FCC Rule 51.319. The use of the DLC
11 line card would require BellSouth to provide unbundled packet switching even in cases
12 where it has no such obligation under the FCC's rules. The use of this dual-purpose card
13 requires (in most cases) that the DLC system be equipped with two different bit streams
14 forward to the central office -- that is, one bit stream for the voice traffic (in Time
15 Division Multiplexing mode) and another for the data traffic (in Asynchronous Transfer
16 Mode).

17
18 In addition to other viable alternatives to the dual-purpose line cards, the ALEC's request
19 fails to satisfy the other aspects of the FCC's impairment standard. For example,
20 requiring BellSouth to provide dual-purpose line cards would not promote "facilities-
21 based competition, investment, and innovation," since it would eliminate any incentive
22 for ALECs to deploy any facilities outside of the central office. *See* 47 CFR §
23 51.317(c)(2). Furthermore, allowing ALECs to place line cards in BellSouth's DLC
24 systems is administratively impractical. *See* 47 CFR § 51.317(c)(5).

25

1 Q. PLEASE EXPLAIN WHY THE USE OF THIS NEW TYPE DLC LINE CARD IN
2 LINE SHARING ARRANGEMENTS WOULD HAVE THE EFFECT OF
3 BELLSOUTH'S PROVIDING UNBUNDLED PACKET SWITCHING ON BEHALF
4 OF THE ALEC.

5

6 A. If BellSouth were required to use such a DLC line card in the line sharing situation, the
7 line card providing the two functions would be connected to an Asynchronous Transfer
8 Mode ("ATM") "virtual circuit" over which the data traffic would be carried. The ATM
9 virtual circuit would then have to be connected to an ATM switch so that the ALECs'
10 data signals could be separated from each other and from BellSouth's data signal. This is
11 necessary because different carriers employ different data backbone networks. The ATM
12 switches would separate the various data signals (based on packet header information)
13 and send the packets forward to the intended data network provider. Thus, the ATM
14 "pipe" carrying all of the ATM virtual circuits (both BellSouth's and the ALECs') from
15 the DLC would have to be connected to an ATM switch. The ATM switch then switches
16 the traffic to the proper destination based on the packet header information so that a given
17 ALEC's data traffic could be placed on a separate ATM virtual circuit going to that
18 ALEC's network, while BellSouth's data traffic would be sent on to BellSouth's network.
19 As a result, BellSouth would be performing this packet switching function within its
20 ATM switch in addition to performing the functions at the DLC remote terminal on
21 behalf of the ALEC.

22

23 Q. WOULD YOUR ANSWER CHANGE IF THE ALECS WERE RESPONSIBLE FOR
24 INSTALLING THE DUAL PURPOSE CARD INSTEAD OF THE INCUMBENT?

25

1 A. No. First of all, there is no precedent for the ALECs installing equipment in BellSouth's
2 equipment. To do so would be neither collocation nor interconnection. Instead, it would
3 amount to joint operation of equipment between the incumbent and the ALEC. There
4 would also arise operational problems from such a practice. Second, such a practice
5 would create problems related to network reliability and security because the ALEC
6 would be placing and removing DLC cards within BellSouth's DLC equipment, perhaps
7 without BellSouth's knowledge. Third, keeping accurate inventory records of which card
8 slots were in use or spare would be difficult or impossible.

9

10 Q. ON PAGE 28 OF HIS TESTIMONY, MR. TURNER ALLEGES THAT
11 BELLSOUTH'S POSITION ON NGDLC MEANS THAT BELLSOUTH WILL ONLY
12 PERMIT ALECS TO LINE SHARE OVER COPPER FACILITIES. DO YOU AGREE?

13

14 A. No. AT&T has a number of options by which it may serve its customers. For example,
15 AT&T could collocate its DSLAM in BellSouth's remote terminal, acquire the unbundled
16 loop distribution sub-loop element, and acquire unbundled dark fiber from BellSouth and
17 serve its customers accordingly. Another option would be for AT&T to self-provision its
18 own fiber optic cable, install its DSLAM in its own cabinetry rather than the remote
19 terminal, and acquire only the unbundled loop distribution sub-loop element in order to
20 serve its customers. In no way is AT&T precluded from serving its end user customers
21 regardless of whether or not those customers are served over copper loops.

22

23 Q. HAS THE FLORIDA PUBLIC SERVICE COMMISSION ALREADY ADDRESSED
24 WHETHER BELLSOUTH IS REQUIRED TO UNBUNDLE ITS PACKET
25 SWITCHING NETWORK?

1

2 A. Yes. In Docket No. 990691-TP, this Commission ruled that packet switching capabilities
3 are not UNEs and in Docket No. 991854-TP, this Commission ruled, “BellSouth shall
4 only be required to unbundle its packet switching capabilities under the limited
5 circumstances identified in FCC Rule 51.319 (c)(5)”.

6

7 Q. IS BELLSOUTH IN COMPLIANCE WITH SECTION 271?

8

9 A. Yes. BellSouth is not obligated to unbundle packet switching (except in very limited
10 circumstances which do not currently apply anywhere in Florida); thus, BellSouth is not
11 obligated to allow ALECs to place line cards in BellSouth’s DSLAMs. BellSouth is in
12 compliance with all of the requirements of Checklist Item 4.

13

14 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**
15 **COMPLETION**

16

17 **CUSTOMIZED OPERATOR SERVICES AND DIRECTORY ASSISTANCE (“OS/DA”)**

18 **ROUTING**

19

20 Q. AT&T IS THE ONLY PARTY THAT COMPLAINS ABOUT CUSTOMIZED
21 ROUTING. HAS BELLSOUTH ADDRESSED ALL OF AT&T’S ISSUES DIRECTLY
22 WITH AT&T?

23

24 A. Yes, BellSouth has addressed these issues both directly with AT&T and in multiple
25 arbitration proceedings. Orders have been issued from other state regulatory bodies (GA.

1 Docket No. 11901-U, KY Case No. 465). This Commission also addressed this issue in
2 Docket No. 000731-TP, Order No. PSC-01-1402-FOF-TP, 6/28/01. This Commission's
3 Order confirms BellSouth provides customized routing capability in compliance with the
4 FCC's order. For example, this Commission found that: "The record shows that
5 BellSouth has met its obligation and offers varied choices of customized routing.
6 Therefore, we find that, subject to the conditions set forth in Section XV of this Order,
7 BellSouth provides sufficient customized routing in accordance Federal law to allow it to
8 avoid providing OS/DA as a UNE."

9
10 As I stated in my direct testimony, BellSouth's ordering mechanism is in compliance
11 with FCC requirements. In the *Second Louisiana Order*, the FCC discussed the ALECs'
12 ability to route its customers' calls. Specifically, the FCC held that "BellSouth should
13 not require the competitive LEC to provide the actual line class codes, which may differ
14 from switch to switch, if BellSouth is capable of accepting a single code region-wide."
15 *Second Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will
16 implement one routing pattern per region for an ALEC's customers. In addition,
17 although it is not required to do so, BellSouth voluntarily will provide a single routing
18 pattern on a statewide basis. This single routing pattern (whether region-wide or state-
19 wide) can include routing to a BellSouth platform (branded or unbranded), an ALEC
20 platform, or a third-party platform.

21
22 Q. ON PAGE 5 OF HIS TESTIMONY, MR. BRADBURY ALLEGES THAT ALECS
23 CANNOT ORDER CUSTOMIZED OS/DA ROUTING EFFICIENTLY AND
24 EFFECTIVELY. PLEASE RESPOND.
25

1 A. The situation to which Mr. Bradbury refers is resolved. Mr. Bradbury alleges that
2 BellSouth has failed to document ordering procedures for customized OS/DA routing.
3 Yet on page ten (10) of Mr. Bradbury's rebuttal testimony, he describes his being a party
4 to the development of the "ordering information" which was published on May 17, 2001,
5 and also describes an update to this documentation published on July 13, 2001, that is
6 also based on his joint participation. Later in his testimony, however, Mr. Bradbury
7 changes direction and states on page 11 that the AT&T Interconnection Agreements
8 which support this documentation and the use of regionwide unique "indicators" for
9 identification of its choice for OS/DA routing options were jointly agreed to, in principle,
10 on July 16, 2001. The procedures for Selective Carrier Routing Customer-Specific
11 Electronic LSR Ordering are taken from the AT&T Interconnection Agreement Section
12 7.5.3.1 and reads as follows:

13
14 "All AT&T OS/DA calls originated from a customer in an end office where
15 BellSouth is providing the local switching to AT&T and where AT&T has
16 requested only a single customized OS/DA routing option or branding default,
17 shall be routed to that option by BellSouth following the submission of AT&T's
18 LSR without the need for AT&T to provide any indication of the routing on the
19 LSR. If AT&T has requested multiple customized OS/DA Routing options in an
20 end office and the appropriate LCCs have been established, AT&T may order for
21 an end user an OS/DA branding option other than the established default plan by
22 providing an indicator identifying the specific routing to be used (Unbranded,
23 Custom Branded, Self Branded). This indicator shall be a five character Selective
24 Routing Code ("SRC") provided by BellSouth to AT&T and it shall be listed
25 behind the ZSRC fid in the feature detail section of the LSR when ordering. The
26 indicator used for each option may be the same for all end offices in a state
27 (minimally) or for all offices in BellSouth's region (optionally)."
28

29 Q. ON PAGE 13, LINE 6, MR. BRADBURY STATES THAT BELLSOUTH'S
30 ATTEMPTS TO CORRECT THREE (3) IDENTIFIED DEFECTS IN ORIGINATING
31 LINE NUMBER SCREENING ("OLNS") HANDLED CALLS CREATED A FOURTH
32 DEFECT WHICH PROVIDES AT&T CUSTOMERS WITH CALL ROUTING
33 OPTIONS THAT ARE NOT EQUIVALENT TO THOSE PROVIDED TO

1 BELLSOUTH RETAIL CUSTOMERS. PLEASE COMMENT.

2

3 A. BellSouth did not introduce a “defect” in its OLNS modifications as Mr. Bradbury
4 suggests. Instead, BellSouth did exactly what AT&T demanded and removed any
5 reference to “BellSouth” from the 0- call processing.

6

7 Mr. Bradbury recommends creating parity by BellSouth’s providing AT&T’s 0- callers
8 with options of having their calls automatically routed to AT&T’s residence or business
9 service or repair centers. Modifying the OLNS functionality as Mr. Bradbury suggests
10 requires a substantial monetary investment for BellSouth. If AT&T is willing to fund this
11 offering, BellSouth is perfectly willing to provide this service. AT&T should submit its
12 Bona Fide Request to start this process. I would note, however, that both the LCC
13 method and the AIN method of providing customized routing offer ALECs the
14 opportunity to have calls directed to their own repair centers.

15

16 Q. WOULD CUSTOMIZED ROUTING ALLOW THE SORT OF ROUTING OF THESE
17 CALLS TO AT&T’S WORK CENTERS REFERRED TO BY MR. BRADBURY?

18

19 A. Yes. Thus, if AT&T wants this type routing, AT&T may request it and BellSouth will
20 provide customized routing.

21

22 Q. IS BELLSOUTH PROVIDING CUSTOMIZED ROUTING IN ACCORDANCE WITH
23 THE REQUIREMENTS OF THE COMPETITIVE CHECKLIST?

24

25 A. Absolutely. As discussed in my direct testimony, BellSouth provides customized routing

1 via the LCC method and the AIN method. If an ALEC wants only customized branding
2 (but not customized routing), the ALEC may request and BellSouth will provide the
3 OLNS method. All three (3) of these services are available to ALECs in Florida today
4 and are also available for ordering in all nine (9) states in BellSouth's region. BellSouth
5 is in full compliance with the requirements of Checklist Item 7.

6
7 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**

8
9 Q. ON PAGE 29 OF MS. BERGER'S TESTIMONY, SHE CLAIMS "BELLSOUTH HAS
10 A PROCESS PROBLEM THAT CAUSES SOME AT&T CUSTOMERS TO LOSE
11 THE ABILITY TO RECEIVE CALLS FROM BELLSOUTH CUSTOMERS." WHAT
12 PROCESS DOES BELLSOUTH FOLLOW TO ENSURE EFFICIENT PORTING OF
13 NUMBERS?

14
15 A. For the majority of orders involving number portability, BellSouth automatically issues
16 an order that will assign a "trigger" to a number to be ported, once the LSR has been
17 accepted as complete. BellSouth's process meets or exceeds any national standards for
18 number portability. There are, however, certain directory number types for which the
19 process is incapable of mechanically making the assignment. For those numbers that
20 cannot be handled automatically, such as Direct Inward Dialing ("DID") to the Private
21 Branch Exchange ("PBX") referenced by Ms. Berger, BellSouth's process calls for the
22 formation of a project team to handle the conversion. In addition, BellSouth has
23 established specific project managers to address all of AT&T's orders that are large and
24 complex in order to ensure accurate, timely conversion.

25

1 Q. WHAT DOES THE PROJECT TEAM DO TO ENSURE THAT COMPLEX ORDERS
2 ARE WORKED PROPERLY AND THAT CONVERSIONS ARE ACCURATELY
3 HANDLED?
4

5 A. When a DID or large number port is requested via the LSR, BellSouth assigns a Project
6 Manager to coordinate the activities necessary to make the number porting go as
7 smoothly as possible. The Project Manager determines what BellSouth resources will be
8 needed and makes preliminary scheduling contacts. The Project Manager works with
9 AT&T to reduce potential misunderstanding and is on duty at the time of the scheduled
10 cut to help the process complete successfully. If AT&T requests a delay, the Project
11 Manager will attempt to reschedule the necessary BellSouth resources so that the new
12 cutover time is not delayed or missed. However, proper coverage may not be available at
13 the time the cut actually takes place if AT&T does not provide enough advance warning.
14 This situation can then delay when the orders to disconnect service from BellSouth are
15 actually worked and can therefore lead to a situation where calls will not be routed
16 properly for a period of time. The BellSouth procedures require the Project Manager to
17 follow up as soon as practical in this situation to complete the disconnect orders so that
18 calls to the newly ported number will be handled correctly. Normally, this problem only
19 occurs when a cutover is being made during off hours and, due to the delay, the
20 scheduled BellSouth personnel are not available at the time the cut actually occurs. In
21 those cases the Project Manager will be in touch with the appropriate BellSouth
22 personnel as soon as possible on the next normal schedule to get the work completed.
23 The BellSouth Project Manager is provided as a resource to be used by AT&T to help
24 make this type of cutover go as smoothly as possible.
25

1 Q. MS. BERGER INDICATES THAT AT&T DEVELOPED A “MANUAL WORK-
2 AROUND” TO DEAL WITH PROBLEMS ASSOCIATED WITH CONVERSION OF
3 COMPLEX CUSTOMERS. PLEASE COMMENT.

4
5 A. BellSouth is unaware of any specific “manual work-around” that AT&T may have
6 developed to work through complex conversions, unless AT&T considers establishment
7 of a project team to work with the BellSouth project team a “manual work-around.”
8 Because some numbers cannot be converted automatically due to inherent technical
9 limitations, such as the DID numbers associated with a PBX referenced by Ms. Berger,
10 BellSouth feels it is necessary to use a hands-on approach to those conversions to assure
11 accuracy.

12
13 Q. MS. BERGER DESCRIBES THE LOSS OF INBOUND CALLING CAPABILITIES
14 SUFFERED BY AT&T CUSTOMERS TO BE CHRONIC. HAS BELL SOUTH
15 ADDRESSED THE TROUBLES REPORTED BY AT&T?

16
17 A. Yes. BellSouth received a letter from AT&T on August 14, 2000. A response to that
18 letter was sent to AT&T on August 25, 2000, which explained BellSouth’s policy of
19 establishing project management to handle DID conversions, and is attached as Exhibit
20 WKM-13. BellSouth’s response also requested a list of the Purchase Order Numbers
21 (“PONs”) in question to enable the project team to investigate the issues and work
22 through the resolution of the problems. To date, AT&T has not responded to BellSouth’s
23 August 25, 2000, request for PONs.

24
25

- 1 Q. WHAT ISSUES HAVE SURFACED AS BELLSOUTH HAS INVESTIGATED
2 AT&T'S ALLEGATIONS CONCERNING PROBLEMS WITH LOCAL NUMBER
3 PORTABILITY?
4
- 5 A. AT&T furnished to the BellSouth AT&T Account Team, and included in a formal
6 complaint to the Kentucky PSC, telephone numbers for some of AT&T's customers in
7 Kentucky, which AT&T claimed were experiencing dialing problems after being ported
8 from BellSouth's switch to AT&T's switch. Several problems alleged in the list are the
9 result of AT&T's erroneous provision of company codes for number porting on LSRs
10 sent to BellSouth which are not the same codes AT&T provided to the Number Porting
11 Administration Center ("NPAC"). Said another way, AT&T put one company code of
12 the orders it sent to BellSouth but put a different company code on the orders AT&T sent
13 to the NPAC. AT&T's actions meant that the two sets of orders (that is, those sent to
14 BellSouth and those sent to the NPAC could not be mechanically coordinated. AT&T
15 neglected to send a revised LSR to BellSouth to communicate the change and, as a result
16 of this lack of communication, the BellSouth Gateway System was not updated to match
17 the number port notice provided in the original LSR.
18
- 19 Q. WHAT OTHER TYPES OF PROBLEMS WERE DISCOVERED AS BELLSOUTH
20 INVESTIGATED THE LIST OF NUMBERS WITH PORTING PROBLEMS AS
21 SUBMITTED BY AT&T?
22
- 23 A. One problem concerned a specific AT&T end user's inability to complete calls from an
24 office location and a cell phone to the end user's home number. The home telephone
25 number in question, which AT&T purports could not be reached from the office

1 telephone or cell phone, is assigned to an AT&T NPA/NXX code and therefore, had
2 never been a BellSouth end user. Thus, this telephone number would not have been
3 involved in any number porting from BellSouth's network to AT&T's network. The
4 number provided as the office telephone number is shown in the LNP database as having
5 been ported from an AT&T switch to an AT&T switch. Therefore, the call originates and
6 terminates in AT&T's switches and BellSouth is not involved. Several of the problems
7 provided in the list provided are similar to the one just described and cannot be a function
8 of any problems with BellSouth's process for handling number portability because the
9 end users were not served by BellSouth and were not ported from BellSouth's network to
10 AT&T's network.

11
12 Q. DID BELLSOUTH ATTEMPT TO INFORM AT&T OF ITS DISCOVERIES AS THE
13 INDIVIDUAL END USER PROBLEMS WERE INVESTIGATED?

14
15 A. Yes, BellSouth told AT&T about the problems resulting from AT&T's use of different
16 company codes on its LSRs from those company codes provided to the NPAC on a
17 conference call with Ms. Denise Berger and Mr. Greg Terry of AT&T on June 15, 2001.
18 During that conference call, BellSouth told AT&T that the porting problems due to the
19 inconsistent company codes could be eliminated if AT&T would correct its procedures.

20
21 Q. DID AT&T REVISE ITS PRACTICES TO CORRECT FOR THE PROBLEMS DUE
22 TO THE INCONSISTENT COMPANY CODES?

23
24 A. Not at first. Initially, AT&T did not make the necessary corrections to its processes and
25 continued to follow the same faulty practices, thus resulting in even more AT&T

1 customers with porting problems. On June 20, 2001, AT&T advised it was changing the
2 company code it had sent to NPAC to match the company code used on the LSRs sent to
3 BellSouth. However, since NPAC would not be reissuing any information as a result of
4 this, BellSouth asked AT&T to reissue LSRs to BellSouth to correct the outstanding
5 accounts. AT&T admitted that an AT&T work center representative was responsible for
6 using the incorrect company code on the NPAC notices and that the representative would
7 be trained on the correct process. Finally, on July 2, 2001, AT&T sent BellSouth a list of
8 all the numbers that had been incorrectly ported, along with the date when the company
9 code had been changed with NPAC and asked BellSouth to fix the accounts. BellSouth
10 manually handled these corrections for over 300 numbers that were incorrectly ported by
11 AT&T rather than continue to request LSRs from AT&T to correct the errors. Now that
12 BellSouth has manually made the corrections from AT&T's list, and assuming AT&T is
13 able to correct its internal process problem, porting problems due to inconsistent
14 company codes should be eliminated.

15
16 Q. ON PAGE 34 OF MS. BERGER'S TESTIMONY, SHE DESCRIBES THE
17 FUNCTIONALITY OF ZIPCONNECT OR "ODDBALL" CODES AS UTILIZED BY
18 BELLSOUTH. TO WHAT IS MS. BERGER REFERRING?

19
20 A. ZipCONNECT (sm) service uses BellSouth's AIN platform to perform specialized
21 routing of calls which allows a subscriber with multiple locations to advertise one
22 number for its service and route calls to different locations depending upon criteria such
23 as the time of day or the calling party's location.

24
25 The term "oddball codes" is not specifically defined by the FCC rules or Central Office

1 Code (NXX) Guidelines. However, North American Numbering Plan Administrator
2 (“NANPA”) and many industry members use the term to refer to NXX codes that are
3 considered throughout the industry as special use codes.

4
5 Q. DO YOU AGREE WITH MS. BERGER’S CHARACTERIZATION OF
6 ZIPCONNECT?

7
8 A. No. First of all, ZipCONNECT (sm) is in fact a BellSouth retail Advanced Intelligent
9 Network (“AIN”) based service, with changes and additions limited to only existing
10 BellSouth ZipCONNECT (sm) customers. BellSouth does not use ZipCONNECT (sm)
11 to support customer interface to any of its retail support centers. Regarding “oddball”
12 NPA/NXX codes, the NXX code that BellSouth uses for its end users’ access to support
13 services, such as BellSouth’s business offices and repair in Florida is the 780 NXX code.
14 BellSouth does not provide any retail customers service through the 780 NXX code. The
15 780 NXX code is for official use only. AT&T could allow its end users to dial both the
16 ZipCONNECT (sm) and BellSouth support center numbers by obtaining the correct
17 routing information from BellSouth for the areas in which AT&T wishes make such
18 available.

19
20 Q. MS. BERGER CONTENDS THAT BELLSOUTH HAS ASSIGNED RETAIL
21 CUSTOMERS TO THESE “ODDBALL” CODES, MAKING IT IMPOSSIBLE FOR
22 ALEC CUSTOMERS TO REACH BELLSOUTH CUSTOMERS WITHOUT COSTLY
23 ALEC TRUNKING ARRANGEMENTS. PLEASE COMMENT.

24
25 A. It appears that Ms. Berger is confusing “choke” network codes and porting procedures for

1 those numbers with the issues previously presented concerning the BellSouth support
2 numbers accessed via the 780 NXX code. "Choke" codes are used to reduce the
3 excessive load on the Public Switched Network when, for example, radio stations
4 broadcast a contest call-in number. Numbers in these codes are assigned to retail
5 subscribers, but the "choke" codes themselves are not portable, as agreed to by the
6 Southeast Operations Team (of which AT&T was a member) during the initial joint
7 planning of Service Provider Local Number Portability. The actual numbers behind the
8 "choke" codes, however, are portable and the necessary routing changes to point the
9 "choke" code to a different ALEC's switch can be coordinated between the company to
10 which a number will be ported and BellSouth. By not actually porting the "choke" code
11 itself, large quantities of queries to the LNP database by all carriers are eliminated, and
12 the ability to maintain the choke aspect of the code is maintained. If AT&T is not
13 allowing its end users to dial "choke" codes, it is only because AT&T has chosen to
14 block these calls or has not established the proper choke arrangements in its own
15 network.

16
17 Q. ON PAGES 38 OF MS. BERGER'S TESTIMONY, SHE STATES THAT
18 BELLSOUTH DOES NOT PROVIDE CALLING PARTY IDENTIFICATION DUE TO
19 THE LACK OF TEN DIGIT GLOBAL TITLE TRANSLATION ("GTT")
20 CAPABILITIES IN ITS SIGNALING SYSTEM 7 ("SS7") NETWORK. PLEASE
21 COMMENT.

22
23 A. BellSouth has been in the process of implementing ten-digit GTT since March 2001.
24 AT&T is aware of the implementation schedule. In fact, the southeast Florida area was
25 completed in May, 2001, the 904 Numbering Plan Area ("NPA") will be completed

1 August, 2001, and the remaining NPAs in Florida will be completed by November 2,
2 2001. It is unclear why AT&T raises this issue given that it has been resolved.

3
4 Q. ON PAGE 39 OF MS. BERGER'S TESTIMONY, SHE STATES THAT "BELLSOUTH
5 OFFERED THE CHOICE OF AN INTERIM SEMI-AUTOMATED SOLUTION OR A
6 MANUAL SOLUTION" TO THE PROBLEM. WHAT INTERIM SOLUTION DID
7 BELLSOUTH OFFER AT&T?

8
9 A. BellSouth offered AT&T an electronic solution, which was already being used by two
10 other ALECs. That solution would allow AT&T to send a file electronically containing
11 the names of its customers that AT&T wants added to BellSouth's Customer Name
12 ("CNAM") database. This interim solution was first offered to the Southeastern
13 Competitive Carrier Association ("SECCA"), of which AT&T is a member, in October
14 1999. Under the interim solution, AT&T could pass a file that would contain as many
15 names as it wanted to add to the CNAM database and the file would electronically update
16 the BellSouth CNAM database, using the same methodology that BellSouth uses to
17 update the database for its own end users.

18
19 Q. DID AT&T UTILIZE THE ELECTRONIC INTERFACE?

20
21 A. No, AT&T initially indicated it would use the process, but did not submit the necessary
22 paperwork to establish its account. Instead, AT&T insisted that BellSouth manually enter
23 customer names.

24
25 Q. WHAT PROCEDURE IS AT&T CURRENTLY USING IN FLORIDA TO UPDATE

1 THE CNAM DATABASE?

2
3 A. BellSouth developed an additional interim solution for AT&T in May 2001 that would
4 enable AT&T to pass a simple text file to BellSouth. BellSouth would then convert the
5 text file to the CNAM file format and load the names into the database. After all is said
6 and done, AT&T has utilized this process to load the names of only five (5) of its
7 customers in Florida even though it earlier insisted that BellSouth develop and implement
8 such a process for AT&T's use.

9
10 Q. ON PAGE 39, MS. BERGER STATES "AT&T WAS FORCED TO SEEK
11 ASSISTANCE FROM A REGULATORY BODY TO ORDER BELLSOUTH TO
12 PROMPTLY DEVISE A PERMANENT SOLUTION." PLEASE COMMENT.

13
14 A. Although AT&T filed a complaint with the Tennessee Regulatory Authority ("TRA")
15 about this issue on October 30, 2000, BellSouth began implementation of its ten-digit
16 GTT effort before AT&T filed its complaint, and had, in fact, already implemented an
17 interim solution with other ALECs. Software development for both the BellSouth AIN
18 Service Management System ("SMS") and the Service Control Point ("SCP") had been
19 completed, as well as initial system testing for both these elements before AT&T filed
20 their complaint. Lab testing for both elements was already scheduled to begin by the
21 middle of November 2000 when AT&T filed its complaint. BellSouth completed its
22 implementation of ten-digit GTT in Tennessee, including completion of the testing,
23 loading of the software in the SMS and the SCPs that handle Tennessee, and changing all
24 the appropriate GTTs for the Tennessee NPA/NXXs before the TRA issued its order that
25 required BellSouth to implement ten-digit GTT. The first NPA in Tennessee was

1 completed in late February 2001 and the final Tennessee NPA was completed March 26,
2 2001.

3
4 Q. ON PAGE 40 OF MS. BERGER'S TESTIMONY, SHE CLAIMS THAT AT&T IS AT
5 A COMPETITIVE DISADVANTAGE UNTIL BELLSOUTH COMPLETES ITS
6 IMPLEMENTATION OF TEN DIGIT GTT. IS THIS STATEMENT CORRECT?

7
8 A. Absolutely not. Apparently, AT&T has not always considered this situation to be a major
9 "competitive disadvantage", since it did not store any of its customers' names in any
10 CNAM database until the second half of 2000, in spite of the fact that AT&T began
11 porting numbers from BellSouth in late 1998. Because AT&T chose not to store
12 customer names in the CNAM database, even if BellSouth had implemented 10 Digit
13 GTT in 1998, the names of AT&T's customers would not have been delivered to
14 BellSouth Caller ID subscribers until the second half of 2000. AT&T has been provided
15 multiple interim solutions to load its end user information into the CNAM database,
16 which AT&T has chosen not to utilize in Florida. AT&T has used the second interim
17 process to store names in the BellSouth CNAM database, but only for an extremely
18 limited quantity of its customers.

19
20 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

21
22 A. Yes.

23
24
25

1 BY MS. WHITE:

2 Q Mr. Milner, would you please give your summary?

3 A Yes, thank you.

4 Good morning, Commissioners. I am here to discuss
5 the network related offerings that BellSouth makes available to
6 ALECs through BellSouth's approved interconnection agreements
7 and its SGAT, S-G-A-T.

8 The main purpose of my testimony is to demonstrate
9 that BellSouth is in compliance with all of the network
10 requirements of the 14-point competitive checklist. My
11 testimony discusses checklist items in detail and provides
12 specific data concerning commercial volumes in Florida as well
13 as in BellSouth's nine-state region. In the interest of time,
14 however, I will briefly discuss only a few of the checklist
15 items.

16 Checklist Item 1 obligates BellSouth to provide ALECs
17 with access to points of interconnection that are equal in
18 quality to that that BellSouth provides itself and that meet
19 the same technical criteria and standards used in BellSouth's
20 network or a comparable arrangement except in cases where an
21 ALEC requests otherwise. This interconnection provides for the
22 physical linking of BellSouth's and the ALECs' networks for the
23 mutual exchange of traffic. As required by the Act and by the
24 FCC's rules, BellSouth provides local interconnection at any
25 technically feasible point in BellSouth's network on terms that

1 are just, reasonable, and nondiscriminatory.

2 BellSouth offers various forms of interconnection
3 including physical collocation, virtual collocation, assembly
4 point arrangements and fiber-optic meet arrangements. ALECs
5 may use the bona fide request process to request other forms of
6 interconnection.

7 At the time I filed my direct testimony, BellSouth
8 had provisioned over 132,000 interconnection trunks from ALEC
9 switches to BellSouth switches in Florida and over 421,000 such
10 interconnection trunks region-wide. BellSouth has completed
11 1,498 physical collocation arrangements in Florida for more
12 than 50 ALECs. These arrangements are located in 135 different
13 central offices out of BellSouth's 196 central offices in
14 Florida.

15 Checklist Item 2 requires that BellSouth provide to a
16 requesting ALEC for the provision either of telecommunications
17 service or access to unbundled network elements, UNEs as we
18 call them, at any technically feasible point, again which is at
19 least equal in quality to the access BellSouth provides itself.
20 BellSouth is required to provide UNEs to ALECs in a manner that
21 allows the ALEC to combine those elements in order to provide
22 telecommunications services. In BellSouth's nine-state region,
23 it has provisioned over 353,000 unbundled loops to ALECs. Over
24 116,000 of these unbundled loops were provided to ALECs right
25 here in Florida. BellSouth has provided over 71,000 loop and

1 port combinations to ALECs in Florida, and over 300,000 such
2 combinations region-wide.

3 Turning to Checklist Item 11. BellSouth has
4 implemented both interim number portability and permanent
5 number portability methods in every BellSouth central office in
6 Florida in accordance with the FCC's rules. BellSouth ported
7 almost 20,000 lines in Florida under the old interim number
8 portability methods, and as of May 22nd of this year, BellSouth
9 had converted 97 percent of those lines to permanent number
10 portability, or LNP.

11 BellSouth has ported over 258,000 business directory
12 numbers and almost 50,000 residence directory numbers in
13 Florida using LNP methods. BellSouth also handles calls to
14 special use codes, which are sometimes referred to as oddball
15 codes pursuant to the rules of the FCC and of this Commission.
16 Two such special use codes are used with BellSouth's uniform
17 access service, which we discussed a little bit, or was
18 discussed here last week in terms of BellSouth's UNISERV
19 offering, and we provide the access to those special use codes
20 as allowed by this Commission's recent order.

21 Checklist Item 14 obligates BellSouth to make
22 telecommunications services available for resale at wholesale
23 rates. As of March 31 of this year, there were over 850,000
24 units being resold by ALECs in Florida. The FCC ruled that
25 BellSouth is not required to provide unbundled operator

1 services or directory assistance if it provides customized
2 routing. BellSouth does so. In fact, it offers two different
3 methods for customized routing, and both of those methods are
4 available to ALECs here in Florida.

5 The first method is referred to as the line class
6 code method and the second method is referred to as the
7 advanced intelligent network, or AIN method. BellSouth offers
8 sufficient customized routing and is thus not required to
9 provide its operator services and directory assistance at UNE
10 rates.

11 I would like to talk briefly about my rebuttal
12 testimony. In the interest of time, I will summarize that
13 rebuttal testimony only as it relates to customized routing and
14 number portability. AT&T's witness, Mr. Bradbury, contends
15 that BellSouth has not provided AT&T with methods and
16 procedures that AT&T can use to order customized routing. I
17 disagree. BellSouth and AT&T recently resolved numerous issues
18 regarding AT&T's ordering of customized routing via the
19 so-called line class code method. In fact, Mr. Bradbury and I
20 worked together to develop the information that an ALEC would
21 need in order to prepare its order.

22 I personally E-mailed that package to Mr. Bradbury
23 when we reached agreement. Other information was posted on
24 BellSouth's website that ALECs access and that information was
25 posted on May the 17th. Even more recently, Mr. Bradbury and I

1 concluded negotiations that resolved all the remaining disputes
2 between BellSouth and AT&T regarding the ordering process for
3 customized routing.

4 Finally, turning to number porting. AT&T's Witness,
5 Ms. Berger, contends that there are problems with porting of
6 telephone numbers. I disagree. BellSouth has put into place
7 procedures to efficiently handle number ports. For the
8 majority of orders involving number portability, BellSouth
9 automatically issues an order that assigns what we call a
10 trigger to the number to be ported once BellSouth has received
11 the ALEC's service request as accurate and complete.

12 BellSouth's process meets or exceeds any national
13 standards for number portability. There are certain numbers,
14 however, and Ms. Berger references those for which the process
15 is incapable of mechanically making these assignments. But for
16 these numbers, BellSouth establishes a project team for numbers
17 such as direct inward dialing, or DID numbers, and numbers that
18 are ported to PBXs. So we set up a project team in order to
19 manage those conversions.

20 BellSouth has also established specific project
21 managers in its local carrier service centers to address all
22 AT&T's orders that are large and complex in order to ensure
23 accurate and timely conversion.

24 Thank you, that concludes my summary.

25 MS. WHITE: Mr. Milner is available for cross

1 examination.

2 CHAIRMAN JACOBS: Very well. AT&T is first. I'm
3 sorry, give me your name again.

4 MS. AZORSKY: Good morning, Mr. Chairman and
5 Commissioners. I'm Tami Azorsky for AT&T.

6 CHAIRMAN JACOBS: Very well.

7 CROSS EXAMINATION

8 BY MS. AZORSKY:

9 Q Good morning, Mr. Milner.

10 A Good morning. It's good to see you.

11 Q I would like to have a little more conversation about
12 trunking, and in order to assist with that, I want to hand out
13 what I would like to have marked as the next exhibit, please.

14 A Thank you.

15 Q Now, Mr. Milner, as we were discussing this morning,
16 the trunks are what carry the calls from switch to switch
17 within the network, correct?

18 A Yes.

19 Q And they are put together in what are called trunk
20 groups, correct?

21 A That is correct.

22 Q And those trunk groups can have various different
23 capacities to carry smaller or larger numbers of simultaneous
24 calls, is that correct?

25 A Yes. The object is to put the right number in the

1 right place at the right time such that you don't block calls,
2 but at the same time you don't have excess investment that you
3 can't recover the costs of.

4 CHAIRMAN JACOBS: We will mark this as Exhibit 34.

5 MS. AZORSKY: Exhibit 44?

6 CHAIRMAN JACOBS: 34.

7 (Exhibit 34 marked for identification.)

8 BY MS. AZORSKY:

9 Q Now, turning to Exhibit 34, which I want you to note
10 I have changed based on your advice, Mr. Milner. This shows
11 trunks, and the trunks run, for example, between BellSouth's
12 end offices, correct, which is shown on the right-hand side of
13 the diagram?

14 A Yes.

15 Q And they also run between BellSouth's end offices and
16 tandem switches, which are shown by two triangles on the
17 diagram, correct?

18 A Yes, you are correct.

19 Q And I said I had modified this, I modified this
20 diagram from the last time you saw it to include both a local
21 tandem and an access tandem.

22 A Okay.

23 Q It is possible in the network for the local access
24 and the tandem -- the local tandem and the access tandem to be
25 the same switch, is it not?

1 A It's possible. In larger markets there are separate
2 switches. The ALEC would make its choice as to whether
3 interconnect its switch with one or both.

4 Q Okay. And those trunks between BellSouth's end
5 offices and between BellSouth's end offices and the tandem
6 switches are what represents BellSouth's historical network
7 that existed before the 1996 Telecom Act, is that correct?

8 A Not only that, but also trunk groups between
9 BellSouth's end offices and its tandems and other service
10 providers, what we used to call independent telephone
11 companies.

12 Q Okay. Now, since the passage of the Telecom Act, we
13 also have ALECs putting in switches, correct?

14 A You are correct.

15 Q So we now have additional trunk groups that may run
16 from the ALEC switch to the tandems, correct?

17 A Yes. In fact, they would have pretty much the same
18 options for interconnecting their switches as BellSouth uses
19 for its own.

20 Q And we also may have trunk groups from the ALEC
21 switches to BellSouth's end offices, correct?

22 A That is correct. And that is shown in the line that
23 sort of starts from the ALEC switch on the left side of the
24 page, the line that goes up and over the rest of the diagram
25 directly to the BellSouth end office at the top right corner of

1 the page.

2 Q Now, can you explain to the Commission what is a
3 final trunk group?

4 A Yes. A final trunk group is really one of two
5 different types. It refers to the fact that that is sort of
6 the route of last appeal. In some cases between two switches
7 there is only one route, and we call that a direct final. It
8 is direct and it is also final in that if the call cannot
9 complete over that trunk group there is not another way to get
10 there.

11 There are also final trunk groups that leave our
12 tandems to get to a switch that we also refer to as finals. In
13 that case, though, if you are trying to get from Point A to
14 Point B you would try a direct route first. If there were not
15 sufficient trunks in that, then the call would be rerouted
16 without the customer dialing again, but it would be rerouted to
17 another trunk group that went to the tandem and then from the
18 tandem to a final group to the intended other switch.

19 Q Okay. Just to try to make sure that we understand
20 this, there are certain trunk groups that if they are filled to
21 capacity calls will overflow to another route, is that correct?

22 A Yes, that is correct.

23 Q And then these final trunk groups are the trunk
24 groups that if the trunk is filled to capacity the next call is
25 blocked, is that correct?

1 A Yes, you are correct.

2 Q And when a call is blocked, what the customer hears
3 is either a fast busy signal or a recording like all circuits
4 are busy, is that correct?

5 A That's right.

6 Q And as long as the trunk group is at 100 percent
7 capacity, that next call coming through will be blocked,
8 correct?

9 A Yes.

10 MS. REESE: I would like to have that marked as
11 Exhibit 35.

12 CHAIRMAN JACOBS: It will be marked as Exhibit 35.
13 (Exhibit 35 marked for identification.)

14 BY MS. REESE:

15 Q Mr. Milner, do you recognize what we have marked as
16 Exhibit 35 as a trunk group service report off of BellSouth's
17 performance measurements and analysis platform website?

18 A Yes.

19 Q Looking at Exhibit 35, just to walk through it, on
20 the left-hand side it identifies the traffic, and under
21 BellSouth it has CTTG trunks, correct?

22 A Yes, which stands for common transport trunk group.

23 Q And those trunks carry both access and local traffic,
24 correct?

25 A Yes, you are correct.

1 Q And those trunks are part of what we might call
2 BellSouth's historical network, they existed prior to the 1996
3 Telecom Act, correct?

4 A Yes, they did.

5 Q And then the next category down for BellSouth says
6 local network. And those are also, are they not, part of what
7 was BellSouth's historical network, correct?

8 A Yes.

9 Q And where would -- on the diagram that we marked as
10 Exhibit 34, where might those trunks run?

11 A Well, the trunk groups that you have labelled CTTG
12 would run -- if we refer back to Exhibit 34, would be the trunk
13 groups that run from the two BellSouth end offices to the
14 BellSouth access tandem, that in this your diagram shown sort
15 of in the top of the middle section.

16 Q Okay. And where would the local network trunks run?

17 A The local network trunks would be of a number of
18 different categories, they would be between BellSouth end
19 offices as well as between BellSouth end offices and
20 BellSouth's local tandems.

21 Q Now, the next category on what we have identified as
22 Exhibit 35 is BST administered CLEC trunks. Now, where would
23 those trunks be on the diagram that we have marked as Exhibit
24 34?

25 A Well, this will get a little complicated real fast, I

1 think, but the trunk groups, we have shown with one line here a
2 BellSouth end office, let's say, and a BellSouth access tandem.
3 That is correct as far as that goes, but actually there may be
4 more than one trunk group. There may be a trunk group in each
5 direction or there may be a single trunk group that can handle
6 traffic in either direction.

7 So when we refer to BellSouth administered CLEC trunk
8 groups as the label there, we are really saying that that is a
9 trunk group that will carry traffic from BellSouth's network to
10 the CLEC's network; that is, it is carrying traffic originated
11 by BellSouth's end users. In your diagram that would be a
12 couple of different places. It would be a trunk group from a
13 BellSouth end office to the ALEC switch, which is that very top
14 line that kind of goes up and over. It could also be a trunk
15 group from BellSouth's local tandem to the ALEC switch or a
16 trunk group from the BellSouth access tandem to the ALEC
17 switch. So, when we talk about who the administering party is,
18 it's generally -- there are some exceptions, but generally it's
19 the party whose customers are originating the traffic.

20 Q And that actually leads to my next question. The
21 next category we have here is CLEC administered CLEC trunks.

22 A Right.

23 Q And the only difference between those and the
24 BellSouth administered trunks are that the CLECs or ALECs are
25 responsible for additions or augmentations to those trunk

1 groups whereas BellSouth is responsible for the additions or
2 augmentations to the BellSouth administered trunk groups, is
3 that correct?

4 A Yes, you are correct. For a couple of good reasons.
5 Generally, the party that has the originating end of the
6 connection has more information. As Mr. Fury talked about
7 before, if you are the receiving party of traffic over a trunk
8 group, generally what you know is how many calls arrive to your
9 network, how long they lasted, things of that nature. You
10 cannot with precision know exactly how many calls were offered.
11 In other words, you only know how many got through to you, you
12 don't know how many might have been blocked. As he pointed
13 out, there are statistical models that fairly accurately can
14 predict that, but not with ultimate precision. So the
15 originating party generally has more information, can make
16 better decisions about when it's time to make augmentations or
17 in some cases reductions of trunk capacity in the group.

18 Q And would you also agree with me that the two groups
19 on the bottom of the page, the BellSouth administered and the
20 CLEC administered carry more ALEC traffic than the two trunk
21 groups at the top of the page, the CTTG and the local network
22 trunks?

23 A Yes. I mean, what we have done is sort of filtered
24 out into these two categories the trunk groups that carry
25 traffic from BellSouth's customers to ALECs' customers and vice

1 versa.

2 Q Okay. Now, this report shows -- looking at the CTTG
3 trunk group just as an example -- a measured blocking threshold
4 of 2 percent and list the number of trunks observed blocking
5 over that measured blocking threshold for the various states,
6 is that correct?

7 A That is correct, yes.

8 Q And then -- and on this report if we look we see for
9 North Florida that two of 377 measured trunks blocked in the
10 month of August, is that correct?

11 A Yes. You said trunks, I believe you meant trunk
12 groups, but yes.

13 Q I apologize, you're right, I did mean trunk groups.
14 And then for South Florida, zero of 191 trunk groups blocked of
15 the CTTG trunk groups, correct?

16 A Yes.

17 Q And then if we look down at the local network, here
18 the report shows the number of trunks observed blocking above a
19 3 percent measured blocking threshold, correct?

20 A That's right.

21 Q And for North Florida, there was one of 500 trunk
22 groups observed blocking over that 3 percent measured blocking
23 threshold, correct?

24 A That's right.

25 Q And for South Florida, again, there was zero of 291

1 trunk groups, correct?

2 A You are correct.

3 Q And then if we go down to the BellSouth administered
4 CLEC trunk groups, again, this report lists the trunk groups
5 observed blocking over a 3 percent measured blocking threshold,
6 correct?

7 A Correct.

8 Q And in North Florida, five of 114 trunk groups were
9 observed blocking over that 3 percent measured blocking
10 threshold, correct?

11 A Yes.

12 Q And would you agree with me that five out of 114 is
13 4.38 percent?

14 A That sounds about right, yes.

15 Q Okay. And for South Florida, five of 111 trunk
16 groups were measured -- were observed blocking over the 3
17 percent measured blocking threshold, correct?

18 A Yes.

19 Q And would you agree me that five out of 111 is 4.5
20 percent?

21 A That sounds about right.

22 Q And then going down to the last column, or the last
23 row, we have the CLEC administered trunk groups, and would you
24 agree with me that here in North Florida 6 of 388 trunk groups
25 were observed blocking over a 3 percent measured blocking

1 threshold?

2 A Yes.

3 Q And would you agree with me that for South Florida,
4 15 of 464 trunk groups were observed blocking over a measured
5 blocking threshold of 3 percent?

6 A Yes.

7 Q And would you agree with me that 15 of 64 is 3.2
8 percent?

9 A That sounds about right, yes.

10 Q Now, would you also agree with me, Mr. Milner, that
11 when -- the Kansas/Oklahoma order issued by the FCC, the FCC
12 stated in that order that the measured blocking threshold was
13 not to exceed 1 percent and that the RBHC in that case had zero
14 blocking observed over that threshold?

15 A That's what I recall, yes.

16 Q Would you also agree with me that in the
17 Massachusetts order from the FCC, less than 2 percent of
18 competitive LEC trunk groups exceeded the measured blocking
19 threshold of .5 percent?

20 A Again, that's what I recall, yes.

21 Q And would you also agree with me that in the three
22 months that the FCC reviewed for the New York application the
23 RBHC in New York did not have blocking over 2 percent in a
24 single month?

25 A Again, that is generally what I recall, yes.

1 Q Now, Mr. Milner, BellSouth has another trunk group
2 performance report, correct?

3 A Yes, and it's meant to overcome the flaws in the
4 analysis we are looking at. Briefly, this report presumes that
5 all trunk groups are of the same size, because we are talking
6 about if one trunk group has five trunks in it and another
7 5,000, and one is blocking and one is not, you would say that
8 50 percent of the customers are encountering bad service. That
9 is not so. So this report presumes that all trunk groups are
10 of the same size. They are not. They vary widely.

11 Secondly, this report makes no distinction about who
12 caused the problem, if there was one. If the CLEC fails to
13 inform BellSouth of a large increase in load, then the trunk
14 group is overloaded. If it is BellSouth's trunk group then it
15 is tallied as one of BellSouth's administered trunk groups that
16 missed the threshold. So there are a lot of problems with this
17 for report format that is overcome in BellSouth's trunk group
18 performance, or TGP report that we think is a better view of
19 the actual experience that customers have.

20 The new report, by comparison, sums all the calls
21 across all the trunk groups that were attempted, sums all of
22 the calls that were blocked, and divides one by the other so
23 you get a very precise view of what the average customer
24 experienced in term of failed calls. And it also takes into
25 account CLEC contributions to problems that might arise.

1 So your numbers are correct, your math is right, it
2 just leads you to a completely incorrect conclusion that
3 BellSouth is not administering trunk groups properly. The new
4 report, on the other hand, has no failures since August roughly
5 of last year that are attributable to BellSouth.

6 Q Now, Mr. Milner, when the FCC analyzed the trunk
7 group performance in other RBHC applications, it used the kind
8 of information that we see in Exhibit 35, is that correct?

9 A It did, and BellSouth pointed out to the FCC that it
10 disagreed with that method and explained why, which is
11 basically just what I said. It treats trunk groups as if they
12 are all the same size and all have the same propensity to
13 block, which is incorrect, and it ignores the contribution that
14 CLECs have to the problem.

15 Q Let's talk about that issue of ignoring the
16 contribution that CLECs have to the problem. In this newer
17 report that you talked about, who determines whether CLECs
18 caused the problem?

19 A BellSouth does.

20 Q Now, this new report that you discuss also averages
21 all of the trunks in the state together in reaching those
22 numbers, is that correct?

23 A It does, yes. I mean, that is one of the
24 aggregations it makes, yes.

25 Q Okay. So hypothetically, if there is significant

1 blocking in Miami, and there is very little blocking in the
2 other cities and towns around the state, that significant
3 blocking in Miami might not show up in this newer report, would
4 you agree with that?

5 A With any report it's always possible to mask, you
6 know, specific instances. Averages are exactly that, they are
7 representations of the general experience, they are not
8 absolute pictures. So, yes, there is a potential for most
9 statistical reports, not only those produced by BellSouth, but
10 by any party to mask problems. What is different about
11 BellSouth's reports is that all of the data, including the raw
12 data is available to whoever wants to look at it. So if an
13 ALEC feels that there is a problem in Miami that is masked by
14 the result, the data can be digressed and that problem can be
15 worked out.

16 CHAIRMAN JACOBS: Ms. Azorsky, I assume you have a
17 bit more to go?

18 MS. AZORSKY: I have a couple of more questions on
19 this issue, and then if you want to break, that would be a good
20 time to break.

21 CHAIRMAN JACOBS: Okay.

22 BY MS. AZORSKY:

23 Q This problem, this trunk group blocking that might be
24 masked by this newer report, it would show up on the report
25 that is Exhibit 35, correct?

1 A Yes. Well, it might. It might, but it would also be
2 mixed in with lots of other extraneous information that did not
3 show any bad service.

4 Q But this report would show that the trunk was
5 blocking whereas the averages in the newer report might
6 minimize the reported extent of that blocking, correct?

7 A I object only with your word minimize. The report
8 is -- the new report and the old report are calculated
9 correctly. They are not meant to either exaggerate or
10 minimize, you know, what is really going on. They do what they
11 are expected to do, they show the average experience of
12 customers, BellSouth's and ALECs' customers. If you want more
13 information than that, if you wanted a specific time of day or
14 a specific central office, all of that information is there.
15 It's on our website, you can extract the data, you can
16 manipulate it in whatever fashion you would like.

17 Q Let me take your suggestion and state it a different
18 way. The newer report might mask the appearance of blocking in
19 that city, correct?

20 A It's possible. But, again, all high level reports
21 suffer from that same fate. It is always possible when you
22 take state averages to mask individual incidents. I mean,
23 that's just the nature of a statistical report.

24 MS. AZORSKY: Mr. Chairman, I have no further
25 questions on this issue and would be moving on to another

1 issue.

2 CHAIRMAN JACOBS: Very well. We will take a break
3 and come back in 15 minutes.

4 (Recess.)

5 CHAIRMAN JACOBS: Go back on the record. Ms.
6 Azorsky, you may continue.

7 MS. AZORSKY: Thank you, Mr. Chairman.

8 BY MS. AZORSKY:

9 Q Mr. Milner, let's move on to Checklist Item 4, loops.

10 A Okay.

11 Q You talk in your testimony about one of the loop
12 technologies that BellSouth uses, next generation digital loop
13 carrier, is that correct?

14 A Yes.

15 Q And that is something that BellSouth is using more
16 and more in its network, is that correct?

17 A Yes.

18 Q And one of the things that next generation digital
19 loop carrier allows you to do is to provision over a partial
20 fiber loop both voice and data services, correct?

21 A With proper modifications, yes.

22 Q And it also has additional capabilities,
23 capabilities different than other digital loop carrier, is that
24 correct?

25 A Well, when you say capabilities, yes. We chose next

1 generation digital loop carrier over other forms primarily for
2 economic reasons, not so much for functionality reasons.

3 Q But it does have the capability from a remote
4 terminal to direct traffic to a certain transport facility so
5 that when the traffic gets to the central office the voice can
6 go one way and the data can go the other way?

7 A Well, that's close. Actually, the modifications
8 which BellSouth has not made in its NGDLC allows that splitting
9 of data traffic and voice traffic at the remote terminal, not
10 at the central office. Your question sort of implied that all
11 the traffic was carried together until you got to the central
12 office and that the splitting was done there, it's not. It is
13 actually done at the remote terminal.

14 Q But this capability does exist, this capability to
15 send the voice one way and the data another way, correct?

16 A Yes.

17 Q Now, in a situation where an ALEC has collocated in
18 BellSouth's central office and BellSouth then chooses to move
19 the customer served by that central office to next generation
20 digital loop carrier, if an ALEC wants to serve one of those
21 customers with voice and data services over that next
22 generation digital loop carrier, would BellSouth allow the ALEC
23 to do that without requiring the ALEC to collocate again in the
24 remote terminal?

25 A No. And the reason is that to do so would have the

1 effect of forcing BellSouth to provide packet switching on
2 behalf of the ALEC, which it is not required by the FCC's rules
3 to do.

4 Q Would you agree with me, Mr. Milner, that in its
5 reconsideration order on advanced services the FCC clarified
6 the requirement to provide -- clarified that the requirement to
7 provide line sharing applies to the entire loop even where the
8 incumbent has deployed fiber in the loop?

9 A Yes, it did say that. It was also careful to point
10 out that when it talked about -- I forget the exact phrase that
11 it used, but when it talked about the devices that compose the
12 loop, the FCC specifically excluded devices that are used in
13 packet switching networks, that is the digital subscriber line
14 access multiplexer, or DSLAM. So, yes, it said that, but then
15 it said when we talk about loop devices we are specifically
16 excluding these DSLAMs.

17 Q Would you agree with me that the FCC specifically
18 stated that in the absence of the clarification, a competitive
19 LEC might undertake to collocate a DSLAM in an incumbent
20 central office to provide line shared xDSL services to
21 customers only to be told by the incumbent that it was
22 migrating those customers to fiber-fed facilities and that the
23 competitor would now have to collocate another DSLAM at a
24 remote terminal in order to continue providing line shared
25 services?

1 A It expressed that concern. Let me explain, though,
2 that I do not share that concern. If the ALEC was serving,
3 let's say, your home already over DSLAMs that are collocated in
4 the central office, that implies to me that the loop serving
5 your house is all copper, meaning the copper extends all the
6 way from our central office to your house. The fact that we
7 move some of our customers over to next generation digital loop
8 carrier, or any form of DLC for that matter, doesn't make those
9 copper loops go away.

10 BellSouth is willing to still offer those copper
11 loops to the ALEC, even where we provided forms of NGDLC,
12 including -- or forms of DLC including NGDLC where we have
13 those copper loops. So, no, I don't agree with the conclusion
14 the FCC reached. They said we are concerned that ILECs might
15 put NGDLC out there and strand the capacity of those DSLAMs in
16 the central office. If they worked on Monday, the fact that we
17 put NGDLC out there on Tuesday didn't take those copper loops
18 away and they can still -- that service can still work fine.

19 Q You don't agree with the FCC, but you will agree that
20 they stated that concern, will you not?

21 A That's what they said, but I don't agree with their
22 conclusion. I would also point out that this whole notion of
23 whether ILECs have an obligation to provide these so-called
24 dual purpose line cards, that is line cards in the DLC that
25 provide for both voice services and provide DSLAM capabilities,

1 they specifically addressed in, I believe, Paragraph 82 of that
2 same order and said they were going to look at that. They said
3 specifically that they would look at that issue.

4 Q So the FCC is reviewing whether it will require that
5 or not, correct?

6 A That's right. And so I point out that this
7 Commission, you know, may use that same information that the
8 FCC compiles in that record to make its own decisions. But
9 specifically they said we need to look at those dual purpose
10 line cards to see what an ILEC's obligation is to provide
11 those.

12 Q I would like to talk for a moment about number
13 portability. In order for the porting of a number to be
14 complete, there are certain things that BellSouth has to do in
15 its switch, correct?

16 A Yes.

17 Q And what are those things?

18 A Well, at the highest level --

19 Q Please.

20 A For both our sakes, at the highest level when
21 BellSouth receives an order for an unbundled loop with number
22 porting, there are really two parts of the work that have to be
23 done. Actually the physical moving of the loop from
24 BellSouth's switch to the CLEC's switch, I will kind of hold
25 that apart. At the time we receive the order, we create what

1 we call a trigger order which basically says hold this thing,
2 you know, don't left this order complete until we get some
3 affirmative steps taken by the CLEC that says that they are
4 ready for the porting to commence.

5 So both BellSouth and let's say AT&T are working in
6 parallel towards doing not only the loop cutover, but the
7 number porting and we are doing all the preparatory work. When
8 we agree at the time of the cutover that the physical part of
9 the work is complete, then AT&T would release its order to the
10 world that says now it is time to port those numbers.
11 BellSouth and all other service providers at that point would
12 know that it is time to port the number from BellSouth's switch
13 over to AT&T's switch.

14 Q Could we call that a disconnection of the number in
15 BellSouth's switch?

16 A Well, yes, actually the disconnection occurred in the
17 physical part where the loop itself was physically removed from
18 BellSouth's switch and reattached to the ALEC switch. At that
19 moment dial tone is being furnished by AT&T's switch, not by
20 BellSouth's switch. But, yes, just the nature of the work
21 requires a physical disconnection of the loop from BellSouth's
22 part of the network to AT&T's part.

23 Q But that's not what I'm talking about. I just want
24 to get a word we can agree on to use for this last thing that
25 BellSouth has to do in its switch. I'm after the physical

1 disconnection is done and the last thing that BellSouth has to
2 do in its switch. Is it complete translations, is it
3 disconnect, what would you call it?

4 A Well, you know, disconnect is probably a word we can
5 agree to. And that says now to the BellSouth switch, the loop
6 has now been moved from that switch to another switch, and that
7 the calls are not going to flow to the BellSouth switch any
8 longer for that telephone number.

9 Q And would you agree with me that if that last
10 disconnection isn't done, not the physical disconnection, but
11 that last disconnection in the switch, isn't completed by
12 BellSouth, that for some period of time the customer whose
13 number has been ported will be unable to receive incoming calls
14 made to that party by other parties served by the same switch?

15 A That's one thing, yes. BellSouth's failure to do
16 that is one thing that could cause that. There are others.
17 AT&T's switch not being ready is another. CLECs not equipping
18 their switches properly as to where the call ought to be sent,
19 all of those could contribute to that same problem. But, yes,
20 BellSouth could contribute to that type of problem if it didn't
21 effectively manage that disconnect.

22 Q Now, one of the things you discuss in your testimony
23 is direct inward dialing, correct?

24 A Yes.

25 Q Can you tell the Commission what that is?

1 A Yes.

2 Q Again at a high level, please.

3 A For both of our sakes, yes. DID, or direct inward
4 dialing is a feature that was added to private branch
5 exchanges, PBXs, probably middle to late 1970s. And what it
6 does is allow all the stations that are served by a PBX to have
7 a unique telephone number. So, in the olden days you dialed
8 one number and someone would answer, and you would say I need
9 to talk to extension 327. With DID, extension 327 has its own
10 unique telephone number that can be dialed by the world.

11 Q So that is in an organization, say the receptionist
12 might have 7500 as the last four numbers of their number and
13 the individual members of that organization might have 7521,
14 7522, something like that, is that correct?

15 A Yes. And any of those numbers are dialable from the
16 rest of the world.

17 Q Okay. Now, if a business wants to move, if a
18 business that has direct inward dialing wants to move its
19 service to an ALEC, this final disconnection that we talked
20 about in BellSouth's switch has to happen for both the main
21 number and all of the other direct dial numbers, is that
22 correct?

23 A No. You said has to, no, a customer might choose
24 to -- let's say that there are 200 lines behind that PBX, or
25 whatever the type service, the customer might choose to have

1 some service remain with BellSouth and other telephone numbers
2 moved to the ALEC, so not all of them have to go. It's
3 actually a little easier if they do all go in terms of, you
4 know, operational practices, but there is not a requirement.

5 Q Well, you know how I like to make things easy, so
6 let's assume that the whole business, all of the numbers are
7 moving to the ALEC?

8 A Okay.

9 Q In that situation, this last disconnection has to
10 happen for both the main number and all of the direct dial
11 numbers, correct?

12 A Yes. And it's for that reason that BellSouth
13 established this project team that I talked about in my summary
14 to make sure that all of that gets done at the right time.

15 Q Okay. Now, you also talked about in your summary
16 that one of the things that BellSouth for, I believe, you said
17 the majority of orders can automatically set these triggers in
18 the switch for that last disconnection to occur, is that
19 correct?

20 A Yes.

21 Q But you can't do that in all of your switches, is
22 that right?

23 A No. Well, you can do it in all of the switches in
24 our network, but you can't do it for all the service types that
25 those switches serve.

1 Q Well, which service types, which of the service types
2 for which you cannot automatically set those triggers?

3 A Well, the two that I named. Numbers that are ported
4 to PBXs and numbers that involve DID.

5 Q Now, you stated in your rebuttal responding to Ms.
6 Berger that you weren't aware of any specific manual
7 work-around that AT&T may have developed to address this number
8 porting issue with regard to DID, do you remember that?

9 A I said that, yes.

10 Q Now, is it possible that AT&T has developed a
11 work-around that you don't know about?

12 A That is entirely possible, yes.

13 Q So, for example, if AT&T put into place a mechanism
14 where after every DID port an AT&T technician actually got on
15 the phone with the CWINS center and stayed on that phone until
16 it was confirmed that the final disconnection had occurred, you
17 wouldn't necessarily know about that, would you?

18 A No, that one I would know about, yes.

19 Q I would like to talk about the issue of oddball codes
20 that you raised in your summary, mostly because I like the
21 name. Would you agree with me that that generally refers to
22 NXX codes that are considered throughout the industry as
23 special use codes?

24 A Yes.

25 Q And one of the industry recognized oddball codes that

1 a lot of people might be familiar with is 555 for directory
2 assistance, is that right?

3 A Yes.

4 Q But BellSouth also has oddball codes that it uses for
5 internal customer use, is that correct?

6 A Some limited number, yes.

7 Q Well, there are about five of those, right?

8 A I believe you're right, yes. Well, because you said
9 for -- I jumped ahead. There are really two categories, the
10 780, for example, that is used for reaching BellSouth's
11 business office and things of that nature, we don't serve
12 retail customers with 780 telephone numbers. There are a
13 couple of codes, for example, I think 203 and 204, that are
14 used with retail customers that we consider special use codes.

15 Q And also 930 and 440?

16 A Yes.

17 Q Do you have similar oddball codes in other states?

18 A Yes. I might add that these are codes that in many,
19 many cases have been in use for many years. It's not something
20 that has happened since the Act, certainly. But yes, we have
21 have had these so-called special use codes where the public's
22 interest was served by having special telephone numbers that
23 meant something wherever you went; 900, 976, codes like that
24 such that end users knew precisely or knew generally what types
25 of services were being provided by that.

1 Similarly, 411 is a special use code, we use it for
2 directory assistance. I don't think -- while I would not want
3 the telephone number for my house to begin with 411 because of
4 the possible confusion of people dialing me and reaching me in
5 the middle of the night. So there are lots of these codes and
6 they have been around for quite a long time.

7 Q Let's talk about the ones that are used for customer
8 use. Not 411, but the ones that are used for customer use.

9 A Okay.

10 Q Some of those are associated with a product that
11 BellSouth offers called ZipCONNECT, is that right?

12 A That's right.

13 Q Can you describe what ZipCONNECT is?

14 A Yes. ZipCONNECT is a service where a customer has
15 one telephone number that they can advertise perhaps throughout
16 the whole state. The classic example is Pizza Hut. Where a
17 Pizza Hut might want to advertise the same telephone number
18 wherever, you know, on all of their billboards and all of their
19 advertisements throughout the state. So wherever you live you
20 would dial the same telephone number.

21 ZipCONNECT uses this advanced intelligent network and
22 looks up that telephone number based on where you are calling
23 from and says, based on the location of, you know, your
24 telephone number, the caller's telephone number, perhaps even
25 the time of day, look it up in this database and find out what

1 real telephone number to route that call through the network
2 using. In other words, find the nearest Pizza Hut to where you
3 are calling from and route your call to that.

4 Q And the NXX that is used for ZipCONNECT, the one that
5 is done with AIN is 203, is that correct?

6 A That is my recollection, yes.

7 Q Okay. Now, you also have a customer product called
8 UNISERV, is that correct?

9 A That is correct. And it accomplishes pretty much the
10 same end result as far as Pizza Hut is concerned, except that
11 instead of using AIN technology it uses our operator platform.
12 But the technique is pretty much the same. You dial a number,
13 it goes to BellSouth's TOPS platform, a lookup is done to
14 figure out the real telephone number that that call should be
15 routed to and it is sent forward in the network.

16 Q Now, this UNISERV product that resides on the
17 operator services platform --

18 A Yes.

19 Q -- can an ALEC customer call a business that has this
20 UNISERV service over regular interconnection trunks?

21 A Yes, but that is unlikely. An end user would not
22 know the real telephone number that the call was being routed
23 against. In other words, Pizza Hut, the one near my house has
24 a real telephone number. Even though I might have dialed
25 203-1234 to reach Pizza Hut, that Pizza Hut store actually has

1 a telephone number. Let's say it is 399-5678. So, yes, a
2 customer could call that direct, that is without using these
3 special numbers, but only if they knew the real telephone
4 number, which is unlikely.

5 Q So if I am an AT&T customer and I see a Pizza Hut
6 number on a billboard that says call this number and we will
7 direct you to the right Pizza Hut?

8 A Right.

9 Q And I dial the 930 number, I'm not going to be able
10 to get through to that Pizza Hut number, am I?

11 A Not unless AT&T's switch is connected with
12 BellSouth's TOPS platform where that functionality resides to
13 do that translation.

14 Q So in order for AT&T to connect its switch to the
15 TOPS platform, AT&T would have to install special
16 interconnection trunks, correct?

17 A That's one way of doing it. But this Commission may
18 recall that this very issue was raised in MCI's arbitration,
19 and what the Commission said was, BellSouth, you figure out how
20 to get the calls from MCI's point of interconnection to your
21 TOPS platform and we are going to do that. And similarly we
22 will do that for AT&T if it requests us to.

23 COMMISSIONER JABER: When?

24 THE WITNESS: Pardon? Whenever they ask us to.

25 COMMISSIONER JABER: WorldCom hasn't asked you to do

1 that?

2 THE WITNESS: We are working through that with them
3 now. I don't know the specific completion date that we will do
4 that by, but you asked us to do it and we will.

5 COMMISSIONER JABER: What has been the delay?

6 THE WITNESS: The problem is really two-fold or maybe
7 even three-fold. One is that we have got to build some
8 translations generally at the tandem where MCI's calls arrive
9 to our network such that we can get those on a trunk group that
10 goes from that tandem over to our TOPS platform. And to do so
11 preserving the caller's telephone number, so that is part of
12 the problem. There is also a problem in that the way the
13 tariff is written allows the Pizza Hut to control the service
14 area from which they are going to receive calls.

15 COMMISSIONER JABER: BellSouth's tariff filed here?

16 THE WITNESS: Yes.

17 COMMISSIONER JABER: Have you brought that to the
18 attention of our staff so that we could change the tariff?

19 THE WITNESS: I don't believe we have yet. But as we
20 are working through that, that is one of the things we are
21 trying to figure out how can we limit the scope. In other
22 words, Pizza Hut may say I only want calls to this number
23 delivered from callers within Leon County.

24 CHAIRMAN JACOBS: If we were to entertain the
25 possibility of changing the tariff in conjunction to what we

1 are doing in this docket, what kind of change to the tariff
2 would you need?

3 THE WITNESS: Well, that is something we are still
4 working through, but probably we would have to remove Pizza
5 Hut's ability to dictate the scope, the geographic scope of
6 where they will receive calls from. Because at this moment we
7 have not figured out how to do that limiting. If we can figure
8 it out, then perhaps no change to the tariff is required.
9 Okay. There is also the added complication that this
10 functionality is part of our open network architecture tariff
11 and so we have got to also figure out the implications there.
12 So it's complicated from a technical standpoint, it is also
13 complicated from the tariffs within which the service is
14 offered.

15 COMMISSIONER JABER: Well, I would like for us to
16 help you, though, work through those complexities, so I
17 understand that the tariff might give you some concern and
18 perhaps there is a way we could address that. What are some of
19 the other concerns that we could address?

20 THE WITNESS: That is the big one. I mean, the
21 complications with the tariff and the technical considerations
22 of figuring out how to preserve the caller's telephone number
23 even though it came to a tandem, looked like a certain kind of
24 call, had to be converted to a different kind of call and
25 arrive at a operator platform. You will recall lots of

1 discussions about signaling protocols in the MCI arbitration,
2 we have got to preserve the right kind of signaling protocol.

3 COMMISSIONER JABER: And you have dedicated a team of
4 engineers --

5 THE WITNESS: Yes, ma'am.

6 COMMISSIONER JABER: -- to work on that?

7 THE WITNESS: Yes, ma'am.

8 BY MS. AZORSKY:

9 Q Just to follow up on the Commissioner's question,
10 were you aware that AT&T raised the concept of being able to
11 reach customers served by UNISERV at the beginning of
12 September?

13 A I was not aware of the date. I heard Mr. Lamoureux
14 say that last week sometime during the hearing.

15 Q Have you yet told AT&T what your schedule is for
16 doing that?

17 A I was not a party to the discussions between AT&T and
18 BellSouth about a request to do that. So, no, I don't know if
19 a date was furnished or not. But we are working through the
20 issues with MCI, we will be glad to work with AT&T to reach the
21 same --

22 Q Do you have an estimate of when those issues will be
23 resolved?

24 A I don't know.

25 Q Now, again, focusing on UNISERV, not ZipCONNECT, but

1 UNISERV?

2 A Uh-huh.

3 Q If AT&T, or another ALEC wins a customer with a 930
4 NXX code, can that ALEC assume that the number is portable to
5 the ALEC?

6 A In most cases, yes. And, again, this is going to get
7 fairly complicated. Again, there are two telephone numbers.
8 There is the telephone number that the customer dials, that is
9 the one that is on the billboard, there is also the real
10 telephone number that the call is actually routed through the
11 network. So if AT&T wins the business of the Pizza Hut near my
12 house, yes, AT&T could compete for that business and that
13 number could be ported to AT&T's network even though the call
14 arrived at BellSouth's TOPS operator platform.

15 Instead of looking up when it did that look up,
16 instead of seeing a telephone number in BellSouth's network, it
17 would instead see a telephone number in AT&T's network and
18 would send that call forward to the right switch, that is to
19 AT&T's switch.

20 That is the predominant use of the so-called UNISERV.
21 There are a very small number of cases where there is a trunk
22 group from the operator platform directly to the customer's
23 location. Let's say that the customer only has one location,
24 unlike Pizza Hut that is spread all throughout the city. So we
25 are still working through trying to figure out in that case it

1 doesn't say change the telephone number that you dial to this
2 other telephone number, it just says take all of those calls
3 and put on this trunk group which is dedicated to go from our
4 operator platform to that one customer's location. What we are
5 working to do is figure out how do you -- even though it
6 doesn't need a telephone number, how do you create one such
7 that it can send it over to an ALEC's network in that case, as
8 well.

9 So, yes, and that is what I was trying to get across
10 in my testimony, is that these special use codes are not
11 themselves portable, but the numbers behind them are; that is,
12 the real telephone numbers that the calls are routed through
13 the network by are portable. Another example is the so-called
14 mass calling codes for radio station call-ins. I don't know
15 the code that is used here, in Atlanta is it 740, so everybody
16 dials 740 to get to these radio station call-in lines. The
17 telephone number that the radio station actually receives calls
18 over is a different telephone number. So, again, the 740 code
19 is not portable, but all the telephone numbers behind it are.
20 So AT&T could compete for the radio station's business and we
21 would send those calls forward. Even though the customer
22 dialed the 740 code which is served by one of BellSouth's
23 tandems, the service, you know, AT&T could compete for and we
24 would know how to send those calls.

25 Q So if an ALEC competes for a UNISERV customer that is

1 served by a 930 number, and that is the number that is
2 advertised all over the city, you are saying that that number
3 can be ported?

4 A Yes.

5 Q Does the equipment exist or the modifications exist
6 in BellSouth's network today to do that today?

7 A Yes, that part we know how to do. That is we just
8 change the telephone number that is associated in the database
9 to make it AT&T's telephone number or to point it back to a
10 switch such that it would be ported properly. Yes, that is the
11 simpler of the situations. We know how to handle that. It's
12 all of these other cases where there are dedicated trunk groups
13 built where we change signaling protocol and some other things
14 like that that we are still working on.

15 Q So all of those situations with the dedicated trunk
16 groups cannot be ported today until these additional
17 modifications are changed?

18 A At this moment, no, but we are working very hard to
19 get to that point.

20 COMMISSIONER JABER: Mr. Milner, for those states
21 that have dealt with these issues and granted 271 authority for
22 Verizon and Southwest Bell, how did they deal with the
23 dedicated trunk loop issue?

24 THE WITNESS: Well, I'm not sure that they -- I don't
25 know that they had to deal with it necessarily for the reason

1 that BellSouth for a long time was a real proponent for AIN.
2 We were kind of out there by ourselves, so we developed
3 services like UNISERV that perhaps no other company developed
4 using its operator platform. So they may not have had that
5 same problem.

6 COMMISSIONER JABER: So the answer to that question
7 is you don't know?

8 THE WITNESS: I don't know specifically. Now, I
9 mentioned in my summary this Commission's order, and the order
10 was released July of this year, July 16th, and specifically
11 addressed those, and basically what you told us was these
12 exceptions for these special access -- or these special use
13 code, you can continue to use in that fashion, I think until
14 March of 2003. And then you said, you know, find another way
15 to do that and we have got a team that is working on that, as
16 well. So we will accommodate your order. So I think you have
17 already --

18 COMMISSIONER JABER: These teams that you have that
19 work on these sort of technical issues --

20 THE WITNESS: Yes.

21 COMMISSIONER JABER: -- that I'm beginning to think
22 of as technical barriers, do you give them deadlines, do they
23 have a project completion date?

24 THE WITNESS: Absolutely, yes. In the case of your
25 order, you were very clear as to when we needed to have this

1 work done.

2 COMMISSIONER JABER: As it relates to the dedicated
3 trunk loop issues, that project team, what is their internal
4 deadline?

5 THE WITNESS: I can't tell you off the top of my
6 head, but that's one of the issues that they are working on
7 such that we are in full compliance with your order in the MCI
8 arbitration.

9 BY MS. AZORSKY:

10 Q You referenced the Commission's order on use of these
11 NXX codes for some period of time?

12 A Yes.

13 Q Would you agree with me, Mr. Milner, that the North
14 American -- the organization that assigns NXXs, numbering plan
15 administrator, did not assign those NXXs to BellSouth?

16 A That is correct.

17 Q And they are not listed in the LERG as assigned to
18 BellSouth, is that correct?

19 A I'm not sure about that. They probably are. Let me
20 step back a pace. Now the North American number plan
21 administrator is an organization that used to be part of
22 Lockheed-Martin. Before that, though, BellSouth was one of the
23 administrators of codes within its region. That changed at the --
24 one of the provisions of the Act was that that function had to
25 shift from incumbents like BellSouth to another party.

1 So, yes, BellSouth while it served as the
2 administrator assigned itself codes in the same way that we
3 assigned codes to anybody else that requested them. That was
4 just one function that we performed. We are no longer the code
5 assigner, but your question was are those codes -- do they
6 appear in the LERG, and my understanding is that yes, they do.
7 That all of those codes appear in the local exchange routing
8 guide, or LERG as we call it, to show that they are all special
9 use codes.

10 Q But the docket that was held before this Commission
11 was because the North American Numbering Plan Administrator did
12 not agree that BellSouth should have those codes, is that
13 correct?

14 A Yes. And in the broad sweep of time it said that it
15 was no longer appropriate for those with more than -- you know,
16 with local competition being here, it was no longer appropriate
17 for those codes to be considered special use codes. They
18 didn't say it was not appropriate heretofore. I mean, at the
19 time that the codes was assigned, that was just -- you know,
20 that was the way it was done, that was entirely appropriate.
21 It's only now that there are other competitors in the
22 marketplace that we needed to find other ways to handle those
23 codes and we have done that. And we have established a time
24 frame by which BellSouth will migrate away from its own use of
25 special use codes.

1 Q And that is the project that you have discussed with
2 the Commissioner that you are working on now?

3 A That is one of the two, yes. We talked about several
4 teams, but, yes, that is one of them, yes.

5 MS. AZORSKY: I have no further questions.

6 CHAIRMAN JACOBS: Mr. Melson.

7 CROSS EXAMINATION

8 BY MR. MELSON:

9 Q Mr. Milner, Rick Melson representing WorldCom. I've
10 got a few questions for you on the assembly point arrangement
11 that I discussed the other day with Ms. Caldwell. And just so
12 we are on the same page, an assembly point arrangement provides
13 a method, an alternative to collocation for an ALEC to combine
14 a UNE loop and a UNE port, is that correct?

15 A Yes, sir.

16 Q And that would be useful to an ALEC in a situation
17 where it was serving customers via UNE and for some reason
18 BellSouth did not provide a loop and port combination, is that
19 correct?

20 A Yes. In that case it is also -- since it is an
21 alternative to collocation, it might also be of benefit to
22 ALECs who not only provide its services entirely using UNEs
23 that it acquired from BellSouth, but for ALECs whose business
24 plans meant that they needed more flexibility than perhaps
25 physical collocation might allow and so they wanted something

1 where they did not have to commit to a given amount of
2 collocation space, but instead wanted the ability to combine
3 UNEs, but only when, you know, in a more gradual pace.

4 So it's for those ALECs that want to combine UNEs but
5 for whatever reason have chosen not to do that via collocation
6 or absent a BellSouth either offer or obligation to combine
7 those UNEs for them.

8 Q So what you are saying is it has got more uses than
9 just the one I identified?

10 A Yes. An ALEC might choose that its preferred
11 business plan is to acquire UNEs, combine them itself, but not
12 to do so within the confines of a collocation arrangement.

13 Q Okay. How many ALECs are using your assembly point
14 arrangement in Florida?

15 A At this moment, none.

16 Q I'm sorry?

17 A None.

18 Q None. How many ALECs are using assembly point
19 arrangements in the other eight states in BellSouth's region?

20 A None.

21 Q So it has got a number of potential uses, but it is
22 not actually being used today?

23 A It is not being used because ALECs either here or in
24 other states have not chosen to do so. We stand ready to
25 provide it. It's a pretty simple arrangement.

1 CHAIRMAN JACOBS: Is that the deal where they -- I
2 may be confusing this, and if I am please correct me, there was
3 testimony earlier where they would order a special access line
4 and then do the combinations, is that how that would happen?

5 THE WITNESS: That is a bit different, Chairman
6 Jacobs.

7 CHAIRMAN JACOBS: Okay. And don't let me take you
8 off track.

9 THE WITNESS: You might use it in that case, but that
10 would take some explaining, but that was a little bit
11 different.

12 CHAIRMAN JACOBS: Okay.

13 BY MR. MELSON:

14 Q Well, let me focus on just one subset of the uses of
15 the assembly point arrangement, and let me give you as a
16 hypothetical an ALEC whose business strategy is to enter the
17 market through the use of UNE-P, the UNE platform. It is my
18 understanding that as a matter of policy, BellSouth will --
19 well, BellSouth will provide UNE-P where a customer currently
20 has a loop and a port physically connected in the network
21 today, is that correct?

22 A Yes, sir.

23 Q And as a matter of policy, BellSouth will not offer
24 that loop/port combination at TELRIC rates in situations where
25 there is no physical connection today, is that correct?

1 A You are correct.

2 Q And in that situation where BellSouth would not offer
3 the combination, the assembly point provides a method whereby
4 the ALEC can do the combining itself, is that correct?

5 A Yes. What would happen in that case is that the ALEC
6 would order an unbundled loop and BellSouth would deliver that
7 unbundled loop to a distributing frame that we will call the
8 assembly point. The ALEC would order an unbundled switch port
9 which BellSouth likewise would deliver to that same
10 distributing frame. The ALEC would send its own technician
11 once those two orders are complete to tie those things
12 together. In other words, it would run one jumper between the
13 unbundled loop that is at the assembly point and the unbundled
14 switch point that is on that same frame.

15 Q And BellSouth is running a jumper between a point on
16 its main distributing frame where there is a loop appearance
17 and a cable, it is running a cable to an assembly point which
18 is a new frame that it has installed for this purpose?

19 A Yes.

20 Q It is running another cable back to the main
21 distributing frame and then running a jumper from that to an
22 appearance of a port on the MDF, is that correct?

23 A Yes, but your question sort of implied that all of
24 that is done at once. The first thing that is done is to
25 install a cable from BellSouth's main distributing frame to

1 this assembly point. So that work is all done ahead of time.
2 When the ALEC orders its unbundled loop, BellSouth makes --
3 places one jumper between the loop on the main distributing
4 frame and that cable that was preinstalled and runs over to the
5 assembly point. Likewise, for the unbundled switchboard it
6 runs one jumper from the switchboard perhaps to that same cable
7 but on a different pair that gets you to that same distributing
8 frame.

9 So there are two jumpers involved at the main
10 distributing frame, there is one jumper involved at the
11 assembly point which is precisely analogous to the way that
12 BellSouth would provide an unbundled loop and an unbundled
13 switch port if the ALEC had its own collocation arrangement.
14 BellSouth would run a jumper to the cable, but instead of
15 running to the assembly point that cable would go to the
16 collocation arrangement. It would place a jumper between the
17 switch port and a cable that goes to that collocation
18 arrangement.

19 Within its collocation arrangement, the ALEC would
20 place one cross-connect. So the number of cross-connects, that
21 is, jumpers, whatever we are going to call them, is precisely
22 the same in the context of collocation as it is with the
23 assembly point.

24 Q All right. I guess I don't want to compare assembly
25 point to collocation, I would like to compare it to what would

1 happen -- let me ask this. Are there some states in
2 BellSouth's region where BellSouth is required to offer a
3 combined loop and port even if the physical connection was not
4 already in place?

5 A Yes.

6 Q And what are those states?

7 A I'm sure I will not be able to name them all, but,
8 for example, Georgia is one such state I recall.

9 Q Okay. There is more than one, it's more than just
10 Georgia?

11 A That's an issue I don't track, but I think you are
12 right.

13 Q Okay. And those were requirements that were imposed
14 by the state commissions in those states, is that right?

15 A Yes, sir.

16 Q And in those states BellSouth complies with those
17 state requirements?

18 A Yes.

19 Q If I understand, the reason BellSouth doesn't do that
20 combining in Florida is that this Commission has not ordered it
21 to do so, is that correct?

22 A Yes, you are correct.

23 COMMISSIONER JABER: In the states that those
24 commissions ordered that, was it done in arbitration
25 proceedings, was it done in the 271 proceedings?

1 THE WITNESS: I'm a little bit out of my depth. As I
2 said, I don't follow that issue that precisely, but I recall it
3 was done in the context of arbitration, not as part of our 271
4 case. I could be mistaken on that, but I think that's right.

5 COMMISSIONER JABER: Mr. Melson, I would be
6 interested in your brief if in conjunction of the issues
7 already addressed you somehow make clear what the language was
8 that the other commissions used and in what proceedings.

9 MR. MELSON: We will do that, Commissioner.

10 COMMISSIONER DEASON: Earlier we had a question on
11 cross-examination that basically made the point that there is
12 efficiencies in standardization?

13 THE WITNESS: Yes, sir.

14 COMMISSIONER DEASON: Why is it that it is sufficient
15 for BellSouth to comply with this requirement in some states
16 and not do it in all states? There is not efficiencies to be
17 gained by just doing it the same or does it have no effect on
18 efficiency? I'm talking about combining loops and ports.

19 THE WITNESS: Well, in terms of operational
20 efficiency, yes. I mean, in the absolute having only one way
21 to do business is simpler, it is easier to administer one
22 process than more than one. But that by itself doesn't address
23 all the facets of competition, including BellSouth's ability to
24 compete for business, as well. But, yes, in answer to your
25 question having one process is simpler to administer than more

1 than one. But then, you know, that ignores what BellSouth's
2 legal obligations are. In other words, what I'm trying to say
3 is that operational efficiency is not the only reason to do
4 something or don't do it the same way in all nine states.

5 COMMISSIONER DEASON: Why is it, then, that you don't
6 do it in Florida? Even though we don't require it, why is it
7 that it is not an appropriate practice given that you have
8 already had to do it in other states, and put that protocol
9 into play?

10 THE WITNESS: Well, because -- and, again, I was not
11 necessarily part of those decisions, but I would imagine
12 because of -- by looking at the entire business proposition of
13 what revenues we would receive in one context but not in
14 another, we balanced those and said, yes, it is less efficient
15 perhaps from an operational standpoint to have two different
16 processes in two different states, but there is differences in
17 revenue that countervail that. So I would imagine that their
18 decision included all the factors and not only operational
19 efficiency.

20 BY MR. MELSON:

21 Q Is another way of saying it that in the assembly
22 point arrangement BellSouth gets to charge the ALEC for two
23 cross-connects that it does not get to charge for in a UNE-P
24 situation?

25 A Well, that's true, but it is also true that BellSouth

1 charges for cross-connections in the context of collocation.
2 Assembly point is an alternative to collocation and it is not
3 necessarily -- and we don't claim it is an alternative to
4 UNE-P. That is sort of mixing apples and oranges. Some ALECs
5 said we are not sure we really want collocation, what else
6 could we have. And we said, we will put a distributing frame
7 out on the floor, we will run cables to it and you can do the
8 work of connecting things together. That is not, that is not
9 the same as a UNE-P.

10 Q Well, let me ask this. Assume you have got a carrier
11 whose business plan is to serve the residential market
12 exclusively through UNE-P?

13 A Okay.

14 Q And assume that it wins some customers who are not
15 currently physically connected to BellSouth's network?

16 A Okay.

17 Q And in Florida BellSouth would not do that combining
18 itself?

19 A That's right.

20 Q If the ALEC wants to serve those customers, it either
21 has to establish a collocation space, essentially rent maybe
22 25, or 50, or 100 square feet of space, or it has to use this
23 assembly point arrangement in order to be able to serve that
24 subset of customers, is that correct?

25 A Well, at least those two alternatives, or it could

1 choose to resell service to that customer. So I guess my
2 answer is, yes, it could choose collocation, it could choose
3 the assembly point arrangement, or it could choose resale.

4 Q But if --

5 A Just to be thorough, or it could provide its own
6 facilities to that end user and be entirely facility-based and
7 provide the end user service on that basis.

8 Q Sure. And if it were entirely facilities-based its
9 business plan wouldn't be UNE-P, its business plan would be
10 something else?

11 A Yes. But we are exploring, you know, the role of
12 UNE-P as a market entry strategy with collocation or assembly
13 points or other possibilities, as well.

14 Q Okay. In the assembly point arrangement, in addition
15 to the jumper that the ALEC technician has to run on the
16 assembly point frame, I believe that there are two jumpers and
17 two cables involved?

18 A Well, there are two jumpers, it may be one cable. In
19 other words, it's different pairs within a cable, but it's
20 easier to visualize.

21 Q Two jumpers and two pairs in one or more cables?

22 A Yes, which is exactly the same numbers in the context
23 of collocation.

24 Q What is the number in the context of UNE-P, the
25 loop/port combination?

1 A It's the same number as in the context of resale, and
2 that is one jumper.

3 Q One jumper --

4 A At the main distributing frame.

5 Q -- at the main distributing frame. Would you agree
6 with me that from a technical perspective that is a more
7 efficient way to connect the loop and the port?

8 A No, sir, I would not agree with that. The reason I
9 would not agree with that is that that ignores the entirety of
10 what an ALEC's network may look like. What your question
11 presupposes is that the only thing that an ALEC might want to
12 do is to provide service via UNE-P, which means that they would
13 not --

14 Q That was my assumption.

15 A Okay. Well, my comment is that that forecloses the
16 ALEC's own innovation beyond what BellSouth already offers that
17 it might provide via equipment located in its collocation
18 arrangement or who knows what other arrangement.

19 Q Or it could provide innovation over UNE-P by making
20 use of features in the BellSouth switch that BellSouth doesn't
21 employ in retail offerings today?

22 A Yes, that's a good example.

23 Q Okay. Would you agree that from a technical
24 perspective -- well, you didn't agree, but you have explained.
25 Let me ask this, would you agree that in the assembly point

1 arrangement the use of additional jumpers and additional cables
2 introduces more potential points of failure?

3 A It introduces exactly the same number of potential
4 points of failure as in the context of collocation for which
5 the assembly point is an alternative.

6 COMMISSIONER DEASON: Let me ask a question, given
7 that you have answered that, I am having difficulty then
8 understanding what the difference is between collocation and
9 your assembly point option. You indicated it is not any more
10 or less efficient, it is the same number of cables and jumpers.
11 What is the difference?

12 THE WITNESS: Well, the difference is that within a
13 collocation arrangement the ALEC is free to install any
14 equipment that is allowed by law and to use parts of its own
15 network in conjunction with things that it would acquire from
16 BellSouth. So collocation is more flexible in that regard, in
17 that the ALEC can choose to self-provision part of its own
18 network. But that flexibility comes with a cost and that is
19 the fixed rate, the monthly recurring rate for that collocation
20 arrangement.

21 So, in the context of physical collocation you have
22 got a square on the floor and you can do within that square
23 what you want to do. The assembly point is much more limited
24 in scope in that it is merely a means of combining UNEs
25 together, that is, UNEs that the ALEC would acquire from

1 BellSouth.

2 COMMISSIONER DEASON: And one assembly point, would
3 it be dedicated to one ALEC or could it be used by numerous
4 ALECs?

5 THE WITNESS: It could be used by numerous ALECs who
6 all chose to provide service in that way. I mean, that is the
7 benefit is that any ALEC that chose the assembly point option
8 would be sharing that same frame, would send its technicians to
9 that frame to make cross-connections, just as BellSouth sends
10 its technicians to the main distributing frame to make
11 cross-connections for its retail services.

12 BY MR. MELSON:

13 Q Mr. Milner, I know you are enamored of talking about
14 physical collocation. Let me posit a carrier that does not use
15 physical collocation, a carrier that offers service solely via
16 UNE-P. And would you agree with me that in that situation the
17 use of additional jumpers and additional cables introduces more
18 points of failure when compared with the use of a BellSouth
19 combined UNE-P?

20 A Yes. There is some risk associated with having more
21 cross-connections in place to effect service. That is likewise
22 true for BellSouth's own retail services. The more you tie
23 things together the more risk there is. That is a fairly minor
24 risk in my opinion.

25 Q And, again, comparing assembly point as a method of

1 connecting a loop and a port to BellSouth combining a loop and
2 a port on its main distribution frame, there are more pieces of
3 equipment and more expense involved in the assembly point
4 situation?

5 A Than UNE-P?

6 Q Than UNE-P.

7 A That is correct.

8 Q And it uses more connecting blocks on the main
9 distribution frame, is that correct?

10 A Yes. A connecting block is roughly four or five
11 inches tall and about six inches wide, so we are not talking
12 about a very large device, but, yes.

13 Q But we're talking about something that your direct
14 testimony refers to as a scarce resource?

15 A No, I think I said it was a finite resource.

16 Q Finite resource. All right. Will you allow an ALEC
17 to cross-connect the loop -- to send its technician and make
18 the cross-connection between a loop appearance and a port
19 appearance on the main distributing frame?

20 A No, for security reasons we don't want to do that.
21 But we will allow the ALEC to send its technician to perform
22 exactly that same work at the assembly point rather than
23 BellSouth's main distributing frame.

24 Q And what is the security concern?

25 A Well, if you have ever seen a main distributing

1 frame, it is physically a large structure, it has very small
2 little places that you have to attach wires to. Without
3 proper -- without knowing precisely what is terminated where,
4 you might inadvertently get on the wrong place in a frame, take
5 a customer out of service. Or conversely, make a connection
6 that didn't do what you wanted it to do, it didn't connect to
7 anything else.

8 So for records keeping, for keeping track of who is
9 doing what on the frame, again, just the nature of that device
10 is that if ALECs want to make those analogous connections we
11 say do it over on this frame where you have records and you
12 have control, which is not the case on our main distributing
13 frame.

14 Q Okay. I believe you told Commissioner Deason that
15 multiple ALECs may use that same assembly point frame, is that
16 correct?

17 A Yes.

18 Q So that at least as among the ALECs there would be
19 similar security concerns regarding multiple technicians of
20 multiple carriers accessing the assembly point frame?

21 A That is possible, although we would take as many
22 steps as we could to mitigate any risks there as we could by
23 labeling these blocks as belonging to a certain ALEC.

24 Q Ms. Caldwell deferred a question to you as to whether
25 any sort of application fee applies when an ALEC first

1 initiates use of an assembly point arrangement in a central
2 office. Is there an application fee?

3 A When I talked to the people that work on this stuff,
4 you know, who developed the product, there is not. If you look
5 in your SGAT, S-G-A-T, there is not an applications fee. That
6 is one thing they are considering, but there is not one today.

7 Q But they haven't really had to consider it because
8 nobody has ever used it?

9 A No, we have considered it. No one has requested
10 assembly points. But, yes, we have already considered that
11 point of balancing how much upfront investment we make against
12 the possibility that an ALEC might actually use the assembly
13 point versus another approach that would be more gradual and
14 sort of a pay-as-you-go approach. But we have investigated
15 both of those. The conclusion we have reached at this moment
16 is that there will not be an application fee.

17 MR. MELSON: That's all I've got. Thank you.

18 THE WITNESS: Thank you.

19 CHAIRMAN JACOBS: Mr. Campen.

20 MR. CAMPEN: Thank you, Mr. Chairman.

21 CROSS EXAMINATION

22 BY MR. CAMPEN:

23 Q Good morning, Mr. Milner.

24 A Good morning, sir.

25 Q My name is Henry Campen, I am appearing here on

1 behalf of NuVox Communications, XO Communications, Time Warner
2 Telecom, and US LEC. I would like to pursue with you further
3 the discussion you had with Ms. Azorsky concerning trunk group
4 blockage.

5 A Okay.

6 CHAIRMAN JACOBS: Do you anticipate you will be a
7 bit?

8 MR. CAMPEN: I would say 15 or 20 minutes.

9 CHAIRMAN JACOBS: I just remembered I had a request
10 from a Commissioner, so why don't we go ahead and take a lunch
11 break now. We will come back at 1:00 o'clock.

12 (Lunch recess.)

13 CHAIRMAN JACOBS: Mr. Campen, I think you were in
14 cross.

15 MR. CAMPEN: Thank you, Chairman Jacobs.

16 BY MR. CAMPEN:

17 Q Good afternoon, Mr. Milner. We will resume our
18 conversation that we began before lunch. As I indicated, I
19 want to follow up, pursue further some of the questions that
20 Ms. Azorsky asked you this morning about the issue of trunk
21 group blockage. And to do that I have an exhibit that I would
22 like to pass out, which is an assemblage of several of the
23 trunk group service blockage reports that Ms. Azorsky discussed
24 with you.

25 A Okay.

1 MR. CAMPEN: Mr. Chairman, I believe this would be
2 Exhibit 36.

3 CHAIRMAN JACOBS: You're right, it will be marked as
4 36.

5 MR. CAMPEN: I would ask that it be so marked.
6 (Exhibit 36 marked for identification.)

7 BY MR. CAMPEN:

8 Q Take a moment to flip through that, Mr. Milner. I
9 think you will see there are trunk group service reports for
10 May, June, and July of this year?

11 A Yes, sir.

12 Q Turn to Tab 1, which is the May report?

13 A All right, I'm there.

14 Q And I represent to you that this report was
15 downloaded from BellSouth's P map website in an Excel
16 spreadsheet form. I have taken the liberty of highlighting
17 portions of the report that I want to discuss with you.

18 Looking at the May report, the first page behind the
19 May tab. Do you see the column marked NF for North Florida?

20 A Yes.

21 Q What is the number of measured trunk groups in May
22 for North Florida?

23 A For BellSouth?

24 Q Yes.

25 A The number of measured was 512.

1 Q Okay. And the number observed blocking greater than
2 3 percent was zero?

3 A Was zero, yes, sir.

4 Q Okay. And for the CLEC trunk groups, that is the
5 BellSouth administer CLEC trunk groups, what was the total
6 number of measured trunk groups for this period for North
7 Florida?

8 A It was 111 trunk groups.

9 Q And those where observed trunk blockage greater than
10 3 percent?

11 A There were four of those.

12 Q Back to South Florida, two columns over. In the
13 BellSouth local network, do you see the number of measured
14 trunk groups for the month of May?

15 A Yes, 296.

16 Q And those blocked greater than 3 percent?

17 A There were three of them.

18 Q And down to the BellSouth administered CLEC trunk
19 groups, there were 110 total measured?

20 A That is correct.

21 Q With four observed blocking greater than 3 percent?

22 A Yes, sir.

23 Q And then finally to the regional total, and this is a
24 total of all the trunk groups in the various categories for the
25 region for the month, is that correct, in the final?

1 A Well, you said -- not precisely. You said of the
2 various categories, they are regionalized totals within each of
3 those categories.

4 Q That's what I meant to say.

5 A Yes.

6 Q So the total measured trunk groups in the BellSouth
7 local network for the month of May across the region is 6,102,
8 is that correct?

9 A That is correct.

10 Q And the total with observed blocking greater than 3
11 percent is 26?

12 A You are correct.

13 Q And, finally, down to the BellSouth administered CLEC
14 trunk groups, the total for the region for the month was 877?

15 A Yes, sir.

16 Q And observed blocking greater than 3 percent in that
17 category was 37?

18 A That's right, yes.

19 Q Turn to the next page, if you would, behind the May
20 tab. And if you would look and satisfy yourself that the
21 numbers on this page are the same as those that we discussed on
22 the previous page, the second page being a recreation of those
23 numbers with some additional analysis?

24 A Yes. They seem to be, yes.

25 Q Okay. Do you see the percent trunk groups blocking,

1 a row that is highlighted, there are two of them there on that
2 page?

3 A Yes, sir.

4 Q Look at the North Florida column again. And what is
5 the percent trunk group blocking for North Florida for that
6 month?

7 A For May, did you say? For the BellSouth -- well, I'm
8 not sure which line we are on now. If you mean the BellSouth
9 local network trunk groups, the percentage was 0.0 percent.

10 Q That is correct, that's what I meant to say. And
11 for, again, North Florida for CLEC trunk groups, the percent
12 trunk group blocking, the shaded row there?

13 A Yes, it is 3.6 percent.

14 Q Likewise, for South Florida for the BellSouth local
15 network, what is the percent trunk groups blocking there?

16 A It's 1.01 percent.

17 Q Okay. And for CLEC or BellSouth administer CLEC
18 trunk groups, what is the percentage?

19 A It was 3.64 percent.

20 Q And so the total for the region for BellSouth local
21 network percent trunk groups blocking, what is the percentage
22 there?

23 A 0.43 percent.

24 Q And for BellSouth administered CLEC trunk groups for
25 the region for May?

1 A It was 4.22 percent.

2 Q Okay. Would you then, Mr. Milner, look behind the
3 June tab. I would ask you to accept subject to check that
4 this, again, is the June 2001 trunk group service report, SQM
5 taken from the P map website.

6 A I will accept that, yes.

7 Q And flip to the second page, and ask if you would
8 read the percent trunk groups blocking for the BellSouth local
9 network, the first shaded row there?

10 A It was 0.2 percent for North Florida.

11 Q And for BellSouth administered CLEC trunk groups for
12 the same period?

13 A It was 5.41 percent.

14 Q For South Florida BellSouth local network?

15 A It was 0.69 percent.

16 Q And for BellSouth administered CLEC?

17 A 6.19 percent.

18 Q And for the regional total for the month of June for
19 the BellSouth local network?

20 A It was 0.63 percent.

21 Q And for BellSouth administered CLEC trunk groups for
22 the region?

23 A It was 3.71 percent.

24 Q Let's flip to the July period. Again, the SQM
25 report, the first page and the second page contain the same

1 analysis that we have just discussed. Would you read for the
2 record, Mr. Milner, the percent trunk groups blocking for the
3 BellSouth local network for North Florida for the month of
4 July?

5 A It was 0.0 percent.

6 Q And for BellSouth administered CLEC trunk groups for
7 North Florida for July?

8 A It was 5.31 percent.

9 Q And South Florida for BellSouth local network?

10 A It was 0.34 percent.

11 Q And CLEC or BellSouth administered CLEC trunk groups
12 for South Florida for July?

13 A It was 4.39 percent.

14 Q And, finally, for the region for July, percent trunk
15 groups blocking BellSouth local network?

16 A It was 0.68 percent.

17 Q And, finally, for the region BellSouth administered
18 trunk groups percent blocking?

19 A It was 5.83 percent.

20 Q Finally, if you will turn to the last page of the
21 exhibit, which is a summary. This is a summary of the regional
22 totals from the prior pages, and I would ask you to accept
23 subject to the check that the numbers in the columns labelled
24 May through June on this exhibit are totals for those months
25 taken from the reports we have just discussed?

1 A I will accept that.

2 Q And would you accept subject to check that 18,229 is
3 the total number of BellSouth local trunk groups reported by
4 BellSouth on its trunk group service summary for May through
5 July 2001?

6 A Yes.

7 Q And would you accept subject to check that 105 is the
8 total number of BellSouth local network trunk groups with
9 observed blocking greater than 3 percent for that same period?

10 A Yes, I will accept your math on all of those columns.

11 Q And would you accept that the numbers 2,675 and 123
12 in the three-month average column are also accurate totals for
13 the same measures of BellSouth administered CLEC trunking?

14 A I will accept that, yes.

15 Q Would you accept subject to the check that the
16 percentage blocking figures on this page are calculated in the
17 same manner as was done on the other pages we discussed?

18 A Yes. At this point I will say yes, I agree with
19 that, that it is calculated correctly, but --

20 Q Would you read the three-month average percent
21 blocking for BellSouth for the region?

22 A At the regional level, the difference was 698
23 percent.

24 MR. CAMPEN: Okay. I have another exhibit that I
25 would ask Ms. Kaufman to pass out. Chairman Jacobs, this is an

1 excerpt from the FCC's decision on BellSouth's second Louisiana
2 271 application. I don't believe it needs to be marked as an
3 exhibit, but I've got copies for ease of reference.

4 BY MR. CAMPEN:

5 Q Mr. Milner, you are familiar with the FCC's decision
6 on BellSouth's second Louisiana application, are you not?

7 A Yes, I am.

8 Q Okay. Turn to Page 49 which is, I think, the fourth
9 page of the exhibit. Actually Paragraph 77, which is on Page
10 51.

11 A Okay.

12 Q The FCC concluded in Paragraph 77 of that order, and
13 I quote, "That BellSouth's performance data do not demonstrate
14 that the service BellSouth provides to competitive LECs is
15 equal in quality to the service BellSouth provides to itself."
16 Do you see that?

17 A Yes.

18 Q And there is a reference to Footnote 218 at the
19 bottom of that page, do you see that?

20 A Yes, I see that. I might comment, though, that the
21 next -- the sentence following the one you read is indicative,
22 too, because it says that for the months of March, April, and
23 May, 1998, BellSouth's performance measurements seem to
24 indicate that trunk blockage on trunks provisioned to
25 competitive LECs was worse than for BellSouth retail trunks. I

1 think the words "seem to indicate" are very telling in the
2 context that this order was issued.

3 Q Would you turn to Footnote 218 at the bottom of the
4 page and read that into the record, please, sir?

5 A The entire footnote?

6 Q Yes, sir.

7 A Okay, certainly. "The calculation that competitive
8 LECs experience trunk blockage 54.5 percent for March, 69.2
9 percent for April, and 38.8 percent for May greater than
10 BellSouth's retail customers is derived by dividing the
11 percentage of competitive LEC trunk groups blocked by the
12 percentage of BellSouth retail trunk groups blocked. Thus, for
13 example, in the period from March 23, 1998 to April 24, 1998,
14 competitive LECs trunk groups experienced blockage of 4.4
15 percent, whereas BellSouth's trunk groups experienced blockage
16 of 2.6 percent. The competitive LECs trunk blockage percentage
17 was 69.2 percent greater than BellSouth's retail trunk groups."

18 MR. CAMPEN: I have another exhibit which Ms. Kaufman
19 is going to pass out, and I will ask, Mr. Chairman, that it be
20 marked as Exhibit 37, I believe is the next in order.

21 (Exhibit 27 marked for identification.)

22 BY MR. CAMPEN:

23 Q And what I have attempted to do here, Mr. Milner, I
24 want you to check me on is to recreate the math in Footnote
25 218, taking the numbers that are shown there. CLEC trunk group

1 blockage as reflected for the period in question here, which is
2 roughly April of '98 was 4.4 percent, and you see that on the
3 top line of the exhibit?

4 A Correct.

5 Q And the BellSouth retail trunk group blockage was 2.6
6 percent, do you see that?

7 A Yes, for a difference of 1.8 percent.

8 Q And as is calculated and reflected in the footnote,
9 and the division of that difference by the percent BellSouth
10 retail trunk group blockage of 2.6 yields the 69.2 percent
11 figure that is cited in the footnote?

12 A That is the correct math, yes.

13 Q Thank you. Look back at the last page of the exhibit
14 that we just talked about, which is the blocking comparison for
15 the BellSouth region. And I direct your attention to the last
16 line on the page which is marked blocking difference for each
17 of the three months and for the quarter, and ask you to read
18 those percentages.

19 A For each month, did you say?

20 Q Each month and the three-month period?

21 A Oh, and the three-month average. For May, the
22 difference was 890 percent; for June, 492 percent; for July,
23 763 percent; and for the three-month average, 698 percent.

24 Q And would you read the Footnote 3 at the bottom of
25 the page, it is referenced beside blocking difference?

1 A Yes. Note 3 says blocking difference is calculated
2 by subtracting the percent local network trunk groups blocking
3 from the percent CLEC trunk groups blocking and dividing the
4 difference by the percent BellSouth local network trunk groups
5 blocking.

6 Q Would you agree that the calculations reflected on
7 this exhibit is consistent with the calculation that the FCC
8 used in Footnote 218 that we just discussed in Exhibit 37?

9 A Yes, it is the same math that the FCC used almost
10 exactly three years ago, yes.

11 MR. CAMPEN: And I have one final exhibit. And,
12 again, Chairman Jacobs, this need not be marked as an exhibit.
13 It's an excerpt from the FCC's decision in the Verizon
14 Pennsylvania 271 decision, and just a couple of pages here that
15 I want to refer to.

16 BY MR. CAMPEN:

17 Q Mr. Milner, are you generally familiar with this
18 decision?

19 A Generally so, yes.

20 Q Turn to Page -- let's see, the third page of the
21 exhibit, which is Page 6 --

22 A I'm there.

23 Q -- of the order.

24 A Yes.

25 Q And I have highlighted there, and I hope you see it.

1 The last sentence in Paragraph 9?

2 A Yes.

3 Q Would you read that, please.

4 A Certainly. "Additionally, as in the Verizon
5 Connecticut order, we include comprehensive appendices
6 containing performance data and the statutory framework for
7 approving Section 271 applications."

8 Q And the footnote there, Footnote 27 refers to
9 Appendices B and C, do you see that?

10 A Yes. It just says see generally Appendices B and C,
11 which I presume is their exposition of performance data.

12 Q And if you will turn to the next page in the exhibit
13 you will see the beginning of Appendix C, and it reads,
14 statutory requirements?

15 A Yes.

16 Q And if you will flip to the following page, the last
17 page of the exhibit, which is the ninth page of Appendix C?

18 A Yes.

19 Q Look at Paragraph 18, Mr. Milner, if you would, and
20 read the last sentence which I have highlighted there?

21 A Okay. "In prior Section 271 applications, the
22 Commission concluded that disparities in trunk group blockage
23 indicated a failure to provide interconnection to competing
24 carriers equal in quality to the interconnection the BOC
25 provided to its own retail operations," and then it is

1 footnoted Footnote 43.

2 Q Okay. And look at Footnote 43. And do you see there
3 towards the end of the first line a reference to the second
4 BellSouth Louisiana order?

5 A Yes. It seems to be a list of all prior
6 applications, yes.

7 Q Okay. And specifically with respect to the second
8 BellSouth Louisiana order, the footnote references Paragraphs
9 74 through 77, doesn't it?

10 A Yes, it does.

11 Q And Paragraph 77 is the one we just read moments ago?

12 A Yes, that is correct.

13 MR. CAMPEN: Thank you, Mr. Milner.

14 THE WITNESS: Well, I would like to comment on the
15 conclusion that might be drawn from this information, if that
16 is appropriate.

17 CHAIRMAN JACOBS: I will allow your counsel to elicit
18 that on redirect. I'm sure she has the skill to do that.

19 THE WITNESS: That will be fine.

20 CHAIRMAN JACOBS: Ms. Reese.

21 MS. REESE: Thank you, Chairman Jacobs.

22 CROSS EXAMINATION

23 BY MS. REESE:

24 Q Mr. Milner, would you agree that this Commission in a
25 prior 271 decision also found problems with the trunk blockage?

1 A I believe you are correct, yes.

2 Q And I believe -- in that decision on Page 59, I
3 believe, is the reference. Would you agree with this sentence
4 from the Commission's order, "Regarding complaints about
5 blockages on the network, although TCG does have the
6 responsibility to inform BellSouth via forecasts and regular
7 communication, BellSouth must assume the responsibility for
8 trunk capacity requirements on its network."

9 A I would agree with that statement generally. I think
10 that generally to the extent that any carrier knows of present
11 and future conditions about loads that its network can or will
12 carry it should make appropriate plans. I have no quarrel with
13 that statement. Where we seem to diverge is where one carrier
14 does not have perfect knowledge of the other carrier's plans
15 and, therefore, cannot take future events into consideration
16 without some sharing of information by the other carrier.

17 The examples that were discussed earlier were where
18 one company knew that it was bringing on large new customers
19 and also suspected that those customers would bring along with
20 them large amounts of traffic load that was not shared with
21 BellSouth. So without that sharing of information it is
22 impossible to predict the future perfectly. And when you can't
23 predict the future perfectly, unfortunately calls may be
24 blocked. So I don't quarrel with the statement. We all have
25 an obligation to share information about our plans for the

1 future. Not only BellSouth, but all the ALECs that
2 interconnect with BellSouth's network.

3 Q You would agree that the interconnection agreement
4 that each CLEC or ALEC enters into with BellSouth contains
5 sections that refers specifically to trunk blockage
6 requirements or percentage of the trunks which must be utilized
7 and percentage of the trunks at which point if this percentage
8 is hit, that BellSouth agrees to augment trunks, you would
9 agree that those types provisions are contained in each
10 interconnection agreement, wouldn't you?

11 A No, not in each interconnection agreement. There are
12 several hundred interconnection agreements, and the language in
13 those interconnection agreements is different. It is styled
14 based on whatever the ALEC is intending to do. Certain of the
15 interconnection agreements have language similar to that that
16 you discussed, others do not.

17 Q I have an exhibit I would like you to take a look at,
18 that Ms. Kaufman will pass out. This exhibit is a section of
19 the NewSouth and BellSouth interconnection agreement,
20 specifically the section Attachment 3, which deals with network
21 interconnection. I will give it to your counsel, if you could
22 get that.

23 CHAIRMAN JACOBS: We will mark this as Exhibit 38.

24 MS. REESE: 38, Chairman Jacobs?

25 CHAIRMAN JACOBS: Yes.

1 (Exhibit 38 marked for identification.)

2 BY MS. REESE:

3 Q If you would look at, I believe it is Page 14, which
4 is Section 3.8 on trunk utilization?

5 A Yes.

6 Q Would you agree that these provisions do relate to
7 the parties' obligations regarding forecasting and trunk
8 augmentation?

9 A Do you mean specifically Paragraph 3.8.1.1?

10 Q More specifically, yes, that paragraph seems to
11 address it.

12 A No, this paragraph does not speak to augmentation.
13 This paragraph speaks to utilization levels that are expected
14 within certain time frames. Basically, this says that within
15 180 days of when the parties install trunks, that the
16 utilization should be at least 60 percent. And it says within
17 a year, 365 days, that the trunks should be utilized at 80
18 percent. It doesn't even speak to augmentation. The last
19 sentence says any trunk or trunks not meeting the minimum
20 thresholds are defined as underutilized.

21 So this whole paragraph is really talking about when
22 do you consider a trunk group underutilized. The situation you
23 asked about is where a trunk group is overutilized and needs to
24 be augmented. That paragraph doesn't even speak to that.

25 Q Well, let's be more general. This particular

1 section, if you want to go back to Page 13, forecasting for
2 trunk provisioning to Section 3.7, and trunk utilization which
3 is Section 3.8, this particular group of paragraphs addresses
4 not only your requirements and NewSouth requirements, it talks
5 about the utilization issue we have been discussing at length,
6 would you agree with that?

7 A I would say that generally it talks about the
8 forecasting process and the utilization process, but it does
9 not speak -- at least the paragraph you are pointing to do not,
10 you know, codify the augmentation process.

11 Q Okay. I will let you look at this entire section and
12 give you a few minutes to review it, if you would like, so that
13 you can point out for us the discussion of augmentation in the
14 interconnection agreement with NewSouth and BellSouth?

15 A Okay. Well, first of all, I would note that
16 Paragraphs 3.7.1 through 3.7.4 talk exclusively about the
17 forecast process. The forecast process is a long-range tool to
18 figure out how much equipment is going to be required in a
19 certain place at a certain time in the future. So none of that
20 talks to trunk augmentation.

21 Q Well, now that you have brought up the forecasting,
22 let's focus on that for just a minute. With regard to the
23 forecasting process, you would agree as you just specifically
24 cited, that NewSouth and BellSouth specifically have an
25 agreement that forecasts will be provided in order to allow for

1 long-term planning tools for BellSouth to properly engage in
2 trunking, would you agree with that statement?

3 A Yes, that is what those paragraphs talk to.

4 Q And I believe when we get to the point after giving
5 you these forecasts where actual additions have to be made to
6 the network, you had said in your deposition that additional
7 communication must take part, I believe you said at least 30
8 days prior, you thought both parties should communicate more
9 specifically, is that correct?

10 A Yes, I recall that. And, yes, I think I said
11 generally 30 days before we can make trunk additions the
12 parties should be talking to each other. If there are some
13 extenuating circumstances perhaps even more frequently than
14 that. But, yes, 30 days would be a good time to commence
15 discussions of augmentations because of the work involved in
16 passing orders backs and forth, getting confirmations, getting
17 the work scheduled.

18 Q So that you would agree that both parties have to
19 work and communicate together in order to make this trunk
20 blockage situation more positive or to alleviate trunk blockage
21 situations, would you agree with that?

22 A Absolutely. I am all in favor of companies working
23 closely together to share their respective needs and to make
24 sure that end-user customers calls are completed as they are
25 supposed to. I don't take any quarrel at all with that. What

1 I do take issue with is one party saying sort of unilaterally,
2 you don't know of my plans, but you need to build your network
3 accordingly and you need to augment just because I tell you to.
4 That is the part I take issue with.

5 Q Now, going back to the interconnection agreement, you
6 agreed that this particular section, in particular that 3.7
7 deals with the forecasting for trunking. Can you tell me does
8 BellSouth traditionally also include in any of its
9 interconnection agreements this requirement that you are
10 requesting, 30 days prior to the actual augment a face-to-face
11 discussion, sharing marketing information, anything like that?
12 Have you ever included those sorts of provisions in an
13 interconnection agreement?

14 A Yes, there are provisions that talk about the
15 augmentation process. We don't ask -- you said business plan
16 information. BellSouth does not seek to know any ALEC's
17 proprietary business plan. What we do seek, though, is what
18 the impact of an ALEC bringing customers onto its network at a
19 given time and in a given volume is going to do to our network
20 and our ability to deliver calls successfully.

21 Q Let me rephrase my question. The interconnection
22 agreement requires that we provide you with a forecast. My
23 understanding of that is that we provide you the forecast so
24 that you will know how many trunks we will need in the future,
25 whether it is by quarter or by every six months. Is there an

1 additional requirement that you feel BellSouth needs to require
2 of the ALECs in order to fulfill our trunking requirements?

3 A Are you asking me if I believe there is more language
4 that needs to be put into an interconnection agreement?

5 Q Yes.

6 A I don't know. I would hope that just good sound
7 business practice would replace the need for contract language
8 because, you know, carriers have been forecasting trunk needs
9 for quite a long time, and for the most part are doing that
10 quite successfully. So is there a need for more contract
11 language, no, not necessarily. There is, you know, in some
12 cases clearly a need for a freer exchange of information
13 without violating any proprietary business plans. But, yes, in
14 some cases there has been a need for more freer sharing of
15 pertinent information.

16 Q You have read Mr. Fury's testimony, and I believe you
17 responded to it in your rebuttal, is that correct?

18 A Yes.

19 Q And Mr. Fury discussed the situation most recently
20 with regard to making Georgia aware that there was some call
21 blockage?

22 A Yes.

23 Q Are you familiar with that situation?

24 A Yes. An extremely small amount of call blockage.
25 Four calls out of close to a year's information that was

1 compiled, four calls in two or three different hours. That is
2 almost nothing.

3 Q And if those four calls occurred in the Macon,
4 Georgia area and NewSouth only had ten customers, would you
5 still believe that that was an insignificant number of blocked
6 calls?

7 A If that were the case, no, I would not. But that is
8 not the case, because there were hundreds of calls in those
9 same hours where the most calls that were blocked in any given
10 hour was two. There were hundreds of calls that were offered
11 and completed in that same hour. So, yes, if the situation --
12 if there were three calls and one of them blocked, then there
13 is a significantly different percentage of calls that didn't
14 make it, but that is not the case.

15 Second, I disagree with this notion that networks are
16 built to never block calls in the first place. I don't know of
17 any company, BellSouth included, that could build and operate
18 its network such that there was never any calls blocked.
19 Nobody could afford that.

20 Q And as I understand your testimony, I believe in your
21 deposition it would be Page 46, you want the ALEC community to
22 communicate with BellSouth by phone or some other way ahead of
23 the need for additional trunks and not just to rely upon their
24 forecasts, is that correct?

25 A Yes, where one party knows something that is going to

1 occur in the future that has not been communicated, that is
2 going to alter the need for the quantity of trunks or the
3 timing of the placement of those trunks, then good business
4 logic says that that information should be conveyed as soon as
5 you know it.

6 Q And in the Macon situation it is your contention that
7 NewSouth, in fact, did not communicate with BellSouth that we
8 were in need of additional trunking?

9 A No, I didn't say that. That is not what my testimony
10 said. My understanding of that situation was that NewSouth
11 asked BellSouth to augment its trunk group. BellSouth looked
12 at its data and said I don't see a need for augmenting the
13 trunk group. Two calls were blocked in one hour. Even in that
14 hour, the percentage blockage was well below the design
15 objective for that trunk group. The most percentage of calls
16 that were blocked in any of that time frame, the whole scope of
17 that time was about .6 percent compared to a design objective
18 of 1 percent. So even in that case we weren't even close to
19 the threshold of where you would begin to augment trunks.

20 Q Well, you would agree, as was discussed earlier
21 today, that if any calls, even one call is blocked, that
22 indicates that the trunks are working at 100 percent of
23 capacity?

24 A For some period of time. Now, I might point out that
25 the information we are looking at is granular only to -- it is

1 tabulated in blocks of an hour of time. Those two calls might
2 have occurred within seconds of each other. One might have
3 taken place in the first minute of that hour and the second
4 blocked call in the last minute of that hour. You cannot tell
5 from that amount of information. So that says nothing at all
6 conclusive about the need to augment a trunk group that is
7 already working well within its design limits because there
8 were two calls blocked. You just don't get to that conclusion
9 by applying traditional traffic engineering and trunk
10 engineering principles.

11 MS. REESE: I have an exhibit I would you to take a
12 look at. Chairman Jacobs, I think it would be Exhibit 39,
13 would it?

14 CHAIRMAN JACOBS: You're right. You know what, I
15 have confused myself here. Exhibit 37 is the one-page summary
16 that you did, Mr. Campen, and the last exhibit, the agreement
17 was 38, and this is 39.

18 MS. REESE: Thank you.

19 (Exhibit 39 marked for identification.)

20 BY MS. REESE:

21 Q Would it surprise you to know that NewSouth made some
22 five requests for BellSouth to augment the Macon trunk group?

23 MS. WHITE: Excuse me, I would like to have a chance
24 to look at this.

25 MS. REESE: I'm sorry.

1 MS. WHITE: Thank you. (Pause.)

2 THE WITNESS: No, I'm not at all surprised that there
3 were on-going conversations between our two companies. I would
4 certainly hope that was the case.

5 BY MS. REESE:

6 Q I think specifically not that we had communication
7 five times, but that there were specifically five requests for
8 BellSouth to augment the Macon trunk group. Would that
9 surprise you?

10 A Not at all. If the information -- if information
11 sufficient to understand the nature and the size of the
12 augmentation was not conveyed, it could have taken 500 times
13 instead of five. It's all about exchanging information about
14 what is going on and conveying that information in the right
15 time frame such that everybody knows what to expect and what
16 actions need to be taken to prevent customer service problems.

17 Q On Page 1, and I have these numbered at the bottom
18 just for ease of moving around. Page 1 on this e-mail. The
19 E-mail is dated May 3rd of 2001, is that correct, looking at
20 the top?

21 A I'm sorry, were you referring to the very top of the
22 E-mail?

23 Q The very top, yes, sir.

24 A It was sent on May the 3rd, 2001, yes.

25 Q And it is from Mr. Walsh, who is a NewSouth employee,

1 to various NewSouth and BellSouth individuals, correct?

2 A Yes.

3 Q Mr. Walsh notes in his particular section of the
4 E-mail, which is at the very top, that he has made the request
5 five times and he is trying to avoid a blockage situation,
6 correct, that is what his E-mail states?

7 A That seems to be his concern, yes. I might add that
8 a blockage situation did not occur even on the two hours of May
9 the 21st, despite these E-mails.

10 Q And further, would it also surprise you to know that
11 Bell had said it had no terminations available in Macon,
12 Georgia until at least mid-July, and this was a mid-May
13 request?

14 A No, that doesn't surprise me because BellSouth
15 receives requests not only from NewSouth, but every other ALEC
16 in a state that is doing business. We do our best to make sure
17 that the right amount of capacity is in your tandems and in our
18 end offices when it is going to be needed. We are not perfect,
19 but we do our best.

20 Q And you had stated earlier that BellSouth does not
21 inquire or require any information on business plan or anything
22 like that with regard to trunk augmentation requests, is that
23 correct?

24 A I think I said we don't ask for proprietary
25 information that pertains to an ALEC's business plan.

1 Q Okay. And on Page 3 of this E-mail from Lisa Hubbard
2 at BellSouth, she, in fact, requests information for the plans
3 for Macon, Georgia, and this is a response to our additional
4 request for trunk augmentation. Do you see that E-mail on Page
5 3?

6 A Yes. She doesn't name business plans. Apparently
7 this is an inquiry to figure out what is going to go on, when
8 is it going to happen, what do I need to do in my network to
9 prepare for that.

10 Q Would there be plans, other than business plans that
11 Ms. Hubbard would inquire to with NewSouth in the Macon,
12 Georgia area that you know of?

13 A There certainly could be. There could be network
14 reconfiguration plans, that NewSouth might be reconfiguring its
15 network, adding equipment, taking equipment away, there are all
16 sorts of reasons for needing to know what the state of
17 NewSouth's network was going to be in that time frame.

18 Q And if you could look at Page 5, again, the top of
19 this E-mail from Mr. Walsh that is dated May 8th at the very
20 top. Do you see that one?

21 A Yes.

22 Q Very top one?

23 A Uh-huh.

24 Q If you can read Mr. Walsh's E-mail just below it,
25 beginning with we just?

1 A Okay. It says, "We just received the order for the
2 Macon reciprocal. It is for 48 trunks and BellSouth's
3 requested due date is 6/5/01. Our initial request was --" I'm
4 sorry. "Our initial request for an augment was on 4/18/01. We
5 received the order on 5/8/01. Busy hour occupancy on this
6 group is now at 88 percent. It was 55 percent on 4/18/01."

7 Now, let me point this out. First of all, Mr. Fury
8 in his testimony and Mr. Walsh used the phrase occupancy
9 incorrectly. I think what they really mean is busy hour
10 utilization. Occupancy has a fairly precise definition, and I
11 named that definition in my testimony. What we are talking
12 about here is the percent of the capacity that is used at a
13 given time. Occupancy means something else.

14 So what he is saying is that in the next to the last
15 sentence, busy hour utilization, which I think he is really
16 saying, that is utilization of the existing capacity is at 88
17 percent. Actually that's pretty good. That says that 88
18 percent of your investment is being used to handle calls, 12
19 percent is sitting idle.

20 Q But you are assuming what Mr. Walsh meant, when Mr.
21 Walsh clearly in his E-mail has stated that busy hour occupancy
22 as opposed to utilization on this group is 88 percent, correct?

23 A He says that, but Mr. Fury in his testimony and some
24 of those other E-mails talks about occupancy levels above 100
25 percent. You can't do that. You can't occupy a facility more

1 than 100 percent of the time. In other words, occupancy is
2 correctly figured as the percent of time that a facility is
3 actually in use handling calls versus the absolute amount of
4 time that it could be. In an hour that would be 60 minutes or
5 3,600 seconds. So when he talks about occupancy levels above
6 100 percent, that is just physically not possible, therefore,
7 he must be referring to utilization of capacity, which is
8 something entirely different.

9 Q On Section 3.8.2 in the exhibit, I believe it was
10 Number 38, the interconnection agreement exhibit that I handed
11 you earlier?

12 A Okay. I'm sorry, say the paragraph again.

13 Q 3.8.2. You would agree with me, would you not, that
14 this paragraph basically states that when the trunk groups
15 reach an 80 percent or greater capacity level, that the parties
16 will negotiate for the installation of augmented facilities and
17 yet --

18 A It doesn't say that.

19 Q 3.8.2?

20 A I'm sorry, I was still looking at 3.8.1. Okay.
21 3.8.2.

22 Q Correct.

23 A Yes, it says that.

24 Q And yet this E-mail on May the 3rd, we had already
25 reached an 88 percent limit during the busy hours and we were

1 getting a lot of push back from BellSouth in our mutual
2 communication about augmenting the trunks, correct?

3 A Yes. Let's read the whole sentence, though. It
4 says, "To the extent that any final interconnection trunk group
5 is utilized at or based on trend incorporating linear
6 regression analysis using Erlang B theory with weekly tracked
7 historical traffic data per trunk group engineered at P.01
8 grade of service."

9 Now all that is saying is that we will engineer trunk
10 groups, the P stands for probability of a call blocked, of 1
11 percent. And it says will reach within six weeks a
12 time-consistent busy hour utilization level of 80 percent. So
13 it's saying if you are reaching the threshold of calls blocked
14 of 1 percent, not some -- it joins call blockage with this
15 utilization level of 80 percent, and says that is the time that
16 you should be considering augmenting the group. It doesn't say
17 take one or the other of those in isolation.

18 But then it says, the last part of that sentence says
19 the parties shall negotiate --

20 CHAIRMAN JACOBS: Excuse me, Mr. Milner.

21 THE WITNESS: Yes, sir.

22 CHAIRMAN JACOBS: But doesn't it -- if I'm
23 understanding that, and I'm way behind the ball here
24 technically, but it is my understanding that you would -- if
25 you only enforced the 80 percent criteria, you would never get

1 to the 1 percent criteria.

2 THE WITNESS: That's possible, yes. If you always
3 augmented the trunk groups when they hit 80 percent of your
4 capacity and if your objective was 1 percent, then you would
5 theoretically never hit that 1 percent, you're right. So what
6 this is really saying is in that period where you are starting
7 to come up to those two levels, you're about to be 80 percent
8 occupied and you are experiencing some real blockage, get
9 together and figure out how to augment this trunk group.

10 I mean, theoretically it's possible that you have far
11 less utilization of capacity but a higher incidence of call
12 blocking. Radio station call-ins are one example where all the
13 calling is focused in a fairly short period of time, not
14 throughout the hour, but in a very focused period of time.
15 Then you start blocking 1 percent, 2 percent, 3 percent, even
16 though your utilization for the hour is less than that.

17 So, you know, it says the parties shall negotiate in
18 good faith for the installation of the augment of facilities.
19 It doesn't say augment your trunk groups when you hit this,
20 which is what Mr. Fury suggested. It says negotiate in good
21 faith. And I think even in Macon that was being done.

22 BY MS. REESE:

23 Q So even though the original request had been placed
24 April 18th, and by May the 8th we still after five requests
25 were negotiating in good faith, it took several days after that

1 to ever get the augmentation, correct?

2 A That's right. An augmentation that was not and still
3 not is utilized. That trunk group had 24 members in it and
4 those 24 trunks in that group were more than sufficient to
5 carry the amount of load that was experienced in May, or around
6 May 21. In fact, even on that time the utilization never
7 reached much more than about 80 percent. The amount of calls
8 blocked was well below the design objective of 1 percent. We
9 didn't need more than 24.

10 BellSouth agreed to put 48 more trunks into that
11 group to raise the total to 72. They weren't needed then, they
12 are not even needed now. So this whole notion that we somehow
13 didn't cooperate or play right, I think is completely
14 misplaced. The trunk group was sized properly even for the two
15 hours on May the 21st that we examined. It didn't even come
16 close to the design objective for blocked calls.

17 BellSouth augmented the trunk group anyway. We
18 tripled the size of the group even though it was already
19 correctly sized. We spent money to allay NewSouth's fears. We
20 didn't need that capacity then, we don't even need it now.

21 BY MS. REESE:

22 Q NewSouth has experienced numerous trunk blockages,
23 not just Macon, not just Baton Rouge, but Knoxville, Asheville,
24 Nashville, most recently Mobile, Alabama three weeks ago. So
25 this is not an isolated incident, is it?

1 A Well, if your statement is correct then I'm amazed
2 that Mr. Fury didn't talk about some of those. The ones that
3 he did talk about we have pretty well examined here. Macon,
4 where there was really not a problem. Baton Rouge, where
5 NewSouth created the problem, not BellSouth. In his exhibit he
6 talks about four other trunk groups. Macon and Baton Rouge we
7 have talked about, Birmingham and Knoxville were the two
8 others.

9 If I look down his Exhibit 2, even using his
10 definition of occupancy, which, again, I believe really relates
11 to utilization, out of all of this data there are two days,
12 January the 29th and January 30th where you went above
13 capacity. That to me does not, you know, point out anything
14 systemic or hostile on BellSouth's part as not cooperating with
15 NewSouth to put the right amount of trunks in place.

16 In fact --

17 COMMISSIONER JABER: Mr. Milner --

18 THE WITNESS: I'm sorry.

19 COMMISSIONER JABER: -- I have a question for you in
20 that regard. For the trunk groups you said BellSouth incurs a
21 cost, you didn't want to incur additional costs for something
22 you believe that NewSouth didn't need.

23 THE WITNESS: Right.

24 COMMISSIONER JABER: How are those -- you assess the
25 cost to the ALEC, and without getting into too much detail on

1 pricing issues, because that's not really the focus of my
2 question, you collect those costs from the ALEC, correct?

3 THE WITNESS: No, ma'am. The trunk groups we are
4 talking about they actually collect money from BellSouth.

5 COMMISSIONER JABER: Okay. That's what I need to
6 understand.

7 THE WITNESS: Yes. In other words, there are two
8 trunk groups generally. There is a trunk group from BellSouth
9 to NewSouth, let's say, and usually there is a trunk group from
10 NewSouth back, you know, carrying the traffic in the other
11 direction. BellSouth orders terminations in NewSouth's switch,
12 we send them something called an access service request. We
13 send them an order and we say we would like 48 more trunks in
14 your switch to terminate our traffic, and we pay them for doing
15 that. And that is the kinds of -- I mean, so the trunk groups
16 we are talking about are those in which BellSouth paid money to
17 NewSouth.

18 Now, on the other hand, they buy terminations in
19 BellSouth's switches, you know, for the traffic from their
20 customers to ours. So it really works both ways.

21 COMMISSIONER JABER: All right. So in terms of this
22 discussion as it relates to the trunk groups, the additional
23 trunk groups you don't want to add, it would be that you don't
24 want to pay NewSouth for additional trunk groups that are not
25 needed?

1 THE WITNESS: Well, yes, that is part of it. Now, in
2 that case remember that it is BellSouth's obligation to get its
3 traffic to NewSouth, so not only for the trunk terminations
4 that we would have to pay NewSouth for in their switch, we also
5 have a corresponding number in our own switch that we have to
6 pay for as well as the transport facilities from our switch to
7 theirs. So what we pay NewSouth is only one of the costs. We
8 have got our own costs and our own switch and our own
9 transmission network that we would have to carry, as well.

10 COMMISSIONER DEASON: If there is a deflection, or a
11 blockage, whatever you want to call it, that happens, whose
12 customer actually hears that fast busy tone?

13 THE WITNESS: The calling customer, whoever that is.

14 COMMISSIONER DEASON: And that is a BellSouth
15 customer?

16 THE WITNESS: Well, some of the time it is. In other
17 words, when the BellSouth customer calls a NewSouth customer
18 and the call is blocked, it's the BellSouth customer who hears
19 the tone or hears the announcement.

20 COMMISSIONER DEASON: Well, I'm trying to understand.
21 For the trunks that are in question that we have gotten all of
22 this information on concerning blockage rates and averages, and
23 all of that --

24 THE WITNESS: Right.

25 COMMISSIONER DEASON: -- which direction of traffic

1 do those pertain to, or is it two-way?

2 THE WITNESS: I believe all of these that we are
3 talking about are from BellSouth's network to NewSouth's.

4 COMMISSIONER DEASON: So when the blockage occurs it
5 is your customer that hears that annoying tone?

6 THE WITNESS: Correct. Now we could debate it, but
7 in my opinion BellSouth's customers are going to be aggravated
8 at BellSouth, not at NewSouth. BellSouth's customer may not
9 even know that it is NewSouth's customer that they are trying
10 to call. What they do know is that they are hearing the
11 overflow tone or an announcement.

12 COMMISSIONER DEASON: Okay.

13 BY MS. REESE:

14 Q But you would agree that when those BellSouth
15 customers are calling NewSouth customers, the NewSouth customer
16 is mighty upset when he finds out that people are not able to
17 contact him because the trunks are blocked and the calls
18 weren't complete, agreed?

19 A Absolutely. In the same terms that a BellSouth
20 customer is upset when that customer calls another BellSouth
21 customer and the call does not complete. That is really not
22 the issue. The issue -- modern networks are built where
23 customers sometimes encounter blocked calls. There is a very
24 high -- study after study shows there is a very high incidence
25 of a customer hearing that tone, hanging up, picking up the

1 phone, dialing again and the call going through and the
2 customer forgets about it shortly thereafter.

3 If that is systemic, a way of life, if it is severe,
4 then, yes, customers start to get pretty upset. But two or
5 three blocked calls out of thousands over months is not that
6 level of service impairment. In fact, again, modern trunk
7 networks are built to deliver about 2 percent on average of
8 calls blocked.

9 Q And are you familiar recently with the Mobile
10 blockage?

11 A No, ma'am.

12 Q You are not familiar with that whatsoever that
13 occurred three weeks ago?

14 A No.

15 Q Okay. With regard to these forecasts, just for pure
16 curiosity, what does BellSouth do with all of the forecasts
17 that the ALECs turn into them on a periodic basis?

18 A BellSouth includes those forecasts with its own known
19 needs and builds its construction plan accordingly. BellSouth
20 solicits input from ALECs twice a year, at least twice a year.
21 Several times a year it communicates with ALECs about their
22 known changes or anything of that nature, but at least twice a
23 year it asks for forecast input from ALECs. It takes that
24 information, adds it to what BellSouth knows about the
25 situation, and builds BellSouth's forecasts for its own needs

1 as well as for ALECs needs. So it takes that input directly
2 and plows it into its own forecasts. We call it the general
3 trunk forecast, it has been around for quite awhile, but that
4 is the vehicle that we use to size or network, plan for trunk
5 additions to make sure that we have got the right amount of
6 hardware in place.

7 Q But you don't act on these forecasts until there is
8 an additional communication, or communications, or a problem?

9 A No, I think you are confusing two different things.
10 The forecasting and the network building part that is in a
11 longer time frame, sometimes years, of forecasting needs and
12 making sure that the switches you use are big enough. In some
13 cases you have to replace the switch and you have to have
14 sometimes years of advanced notice to have all that work
15 completed. You are confusing that with the day-to-day,
16 month-to-month servicing of those trunks which is to take
17 actual carried load, figure out the incidence of calls blocked
18 to figure out if it's time to augment an individual trunk group
19 in an individual office or not.

20 Those are two different -- they are two different
21 processes. One says build all of the hardware, get it in place
22 in the right time. That is the forecasting and provisioning
23 part. But then, yes, ALECs send to BellSouth and BellSouth
24 sends to ALECs orders in specific instances for specific time
25 frames that say in this case I need to go from 24 to 48 trunks,

1 or from 48 to 72, or whatever. So that is two different
2 processes.

3 Q Mr. Fury alluded to earlier in his testimony that
4 there was information on your side of the house that we are not
5 privy to that may, in fact, assist NewSouth in its forecasting
6 and trunking. With regard to that, for example, information on
7 your side of the house, are you familiar with something called
8 a PEG account?

9 A No. I'm familiar with something called a PEG count,
10 not a PEG account.

11 Q That may be exactly. I may have misspoken. But with
12 regard to that account, I believe you are aware that it would
13 dialogue or account for call attempts that were made, is that
14 correct?

15 A Yes. There are actually three measurements that
16 might be taken, one is a so-called PEG count, that is a count
17 of all the number of calls that were attempted. There is a
18 count that we could call either blocked or overflowed, which
19 are the number of calls that were turned back or deflected.
20 There is a third measure of the usage. All three of those can
21 be taken at the originating end of the trunk. So, yes,
22 BellSouth has for those trunk groups that originate on its end
23 and terminate in NewSouth, has information that NewSouth does
24 not have.

25 Likewise, NewSouth for the trunk groups that run from

1 its network to BellSouth's network has more information than
2 does BellSouth. So, what do the parties not have? Well, it's
3 sort of like a water pipe. I know how much water came through
4 there, but I don't know how much was spilled on the ground at
5 the other end. Likewise, in terms of trunking, NewSouth knows
6 the number of calls that made it onto the trunk group and got
7 to its switch when BellSouth customers tried to call NewSouth's
8 customers. NewSouth does not know the number of calls that
9 were attempted but didn't make it.

10 And likewise, BellSouth does not know the number of
11 calls which were attempted by NewSouth's customers that didn't
12 make it onto the trunk group to BellSouth's switch. So, yes,
13 there is imperfect information on both sides, and that is one
14 more reason why we need to be very careful to exchange all that
15 we know about the situation.

16 COMMISSIONER JABER: In water we used to call that
17 unaccounted for water.

18 THE WITNESS: Pardon? Overflow. Percent blockage or
19 percent overflow.

20 COMMISSIONER JABER: We dealt with it in water if you
21 want us to deal with it in telephone.

22 THE WITNESS: Let's not go there.

23 COMMISSIONER DEASON: We allow 10 percent unaccounted
24 for water, which is much, much higher than the percentages you
25 are talking about here.

1 (Laughter.)

2 THE WITNESS: We could go with that.

3 COMMISSIONER JABER: We're there.

4 BY MS. REESE:

5 Q I guess the reason for my question is, do you agree
6 or would you feel that it would be helpful for BellSouth to
7 share information such as call attempts and those sorts of
8 information pieces that would assist both of us in more
9 accurately forecasting our trunk needs and augmentation needs?

10 A I'm fine with that. Likewise, NewSouth has
11 information that it can only gather from its end that should be
12 shared with BellSouth.

13 Q And, again, so as this is not abused by either party,
14 would you agree that it would be important to have in writing
15 so that everyone understands what they are required to present?
16 Wouldn't it be important to have that in the interconnection
17 agreement?

18 A Well, I think you are back to your earlier question,
19 do I think there is more interconnection language needed. No,
20 I don't think that is necessarily so. Companies have been
21 exchanging this type of information for decades without an
22 interconnection agreement, and I don't see why that can't go on
23 anyway.

24 MS. REESE: Nothing further.

25 CROSS EXAMINATION

1 BY MS. MASTERTON:

2 Q Good afternoon, Mr. Milner. I am Susan Masterton,
3 representing Sprint.

4 A Good afternoon.

5 Q I wanted to refer you to Mr. Coutee's affidavit that
6 was attached to your direct testimony?

7 A Yes.

8 Q Are you familiar with that? It is relating to
9 nondiscriminatory access to directory assistance and operator
10 services?

11 A Yes.

12 Q On Page 7 of his affidavit in Paragraph 10,
13 Mr. Coutee states that calls to OS and DA are delivered to
14 serving switches via various trunking arrangements, correct?

15 A Yes.

16 Q And then further down in that paragraph, in that same
17 paragraph he also states that ALEC and BellSouth calls are
18 routed over the exact same trunking arrangements, correct?

19 A Could you point me to the line? I'm generally there.

20 Q Yes. It's right at the bottom, and it starts --

21 A Yes, I see it now. Yes, this paragraph is really
22 talking more generally about customized routing. And what
23 Mr. Coutee says is that if you don't have customized routing
24 then an ALEC's calls are traversing the same trunk groups as
25 would BellSouth's calls.

1 Q Okay. But if you do choose customized -- well, if
2 you use customized branding or self-branding then you would
3 need dedicated trunks, correct?

4 A Well, maybe. This is going to get a little
5 complicated real fast. It all depends by what you mean by
6 dedicated or shared trunk groups. In my summary I mentioned
7 that there were two different ways that we can effect this
8 customized routing. In one case, the line class code method,
9 yes, you require dedicated trunk groups from BellSouth's end
10 office switches to whatever choice of operator platform the
11 ALEC chooses.

12 With the AIN method, the trunk group is shared
13 between the end office and the so-called AIN hub. In other
14 words, all ALECs traffic could share that one trunk group where
15 a database lookup is done to determine how to handle the call
16 from there.

17 There is also a method called originating line number
18 screening, or OLNS, and with that method of branding it is not
19 customized routing, but it does allow custom branding. The
20 same trunk groups that carry BellSouth's traffic carry ALECs
21 traffic to our own operator platform. So it kind of all
22 depends on which method you choose.

23 Q Right. But the OLNS is not available for
24 self-branding, is that correct?

25 A Yes, it is.

1 Q I thought from whatever --

2 A I'm sorry, for self-branding. When I use the phrase
3 self-branding, I really mean that the brand is applied at the
4 ALEC's platform, not BellSouth's platform. What OLNS does is
5 allow playing either BellSouth's brand or the ALEC's choice of
6 brand, but it is applied at BellSouth's platform. When I use
7 the phrase self-branding, and I think if Mr. Coutee used the
8 phrase he would mean it the same way, self-branding means the
9 call was not answered at BellSouth's platform, but at Sprint's
10 platform, or your choice of platform and you would apply
11 whatever brand you want. If that is what you want, then you
12 need customized routing, but not OLNS.

13 Q Okay. Well, let me get back to -- if you use the
14 methodology that requires dedicated trunks, then the question I
15 wanted to ask is what rates does BellSouth charge for those
16 dedicated trunks?

17 A Well, I recall that this was an issue in Sprint's
18 arbitration case, and the answer -- and I don't recall this
19 Commission's finding, so I will backup a pace and say that the
20 dispute between BellSouth and Sprint was in those cases where
21 BellSouth is not required to provide operator services because
22 it has met the FCC's requirements, is the transport part
23 available at TELRIC rates or not. And our position is that it
24 is not, that it is at market rates. I don't know precisely
25 what rate we have offered. I would hazard a guess that what we

1 offered you were the rates that are similar to our special
2 access tariff.

3 Q Right. And those rates are higher than TELRIC rates,
4 correct?

5 A Yes, they are. Yes.

6 Q So the costs that an ALEC incurs, then, in purchasing
7 this trunking and to provide operator services and DA services
8 from BellSouth is higher than the cost that BellSouth's incurs
9 in providing those same services to its retail customers, isn't
10 that correct?

11 A I'm not sure I followed that whole question. Could
12 you try me again.

13 Q Well, since the ALECs are required to pay more than
14 TELRIC, or cost-based rates for the trunking, then it seems to
15 follow that the costs that an ALEC incurs to provide OS and DA
16 via this dedicate trunking arrangement would be higher than
17 BellSouth's own costs in providing operator services or
18 directory assistance services to its retail customers, is that
19 correct?

20 A Yes, that would follow. The question is does
21 BellSouth have an obligation to provide the transport fees to
22 operator platforms at TELRIC or not. If it is not at TELRIC,
23 then I presume that it is at some rate higher. As I mentioned,
24 I think that what we have offered is at special access rates.
25 Yes, that is higher.

1 So the question really fundamentally is if you don't
2 have an obligation to provide operator services and you provide
3 some sort of transport, should I get -- is the transport part
4 of the operator services or not. BellSouth says no, it's not,
5 it's transport. Sprint apparently believes it is part of the
6 operator services.

7 Q Thank you. Let me switch to another line of
8 questioning at this point.

9 A Sure.

10 Q On Page 67 of your direct testimony, you state that
11 BellSouth provides access -- I will wait until you get there,
12 sorry.

13 A You said direct, I believe?

14 Q Yes. It's Page 67, right.

15 A Okay.

16 Q Beginning on Line 21.

17 A 21, okay. Yes.

18 Q You state that BellSouth provides access to unbundled
19 packet switching as a UNE under the circumstances identified by
20 the FCC, correct?

21 A Yes.

22 Q Okay. Do you know if BellSouth is currently
23 providing unbundled packet switching to any ALECs in Florida?

24 A Not to my knowledge, because these four conditions
25 have not been met; that is, where we have this integrated

1 digital loop carrier, one of the other possibilities exist,
2 that is there is either spare capacity for Sprint, let's say,
3 to install its own DSLAM, or there are copper loops over which
4 you can provide your ADSL and use DSLAMs that might be
5 collocated in BellSouth's central offices, and where BellSouth
6 has also at that same location located its own DSLAM. So those
7 four conditions have not been met to my knowledge anywhere in
8 BellSouth's region.

9 Q So you are not providing unbundled packet switching
10 anywhere in BellSouth's region?

11 A Not to my knowledge, no.

12 MS. MASTERTON: Thank you. That's all I have.

13 THE WITNESS: Yes.

14 CHAIRMAN JACOBS: Mr. Klein.

15 CROSS EXAMINATION

16 BY MR. KLEIN:

17 Q Good afternoon, Mr. Milner. Andy Klein for KMC
18 Telecom.

19 A Good afternoon, sir.

20 Q Mr. Milner, where there are references in your
21 testimony to agreements BellSouth has with ALECs, is BellSouth
22 relying upon those cites in order to demonstrate compliance
23 with Section 271(c)?

24 A We are relying on those to show a legal obligation to
25 provide what I talk about in my affidavit, yes. Or in my

1 testimony.

2 Q In reviewing your testimony it appears that many of
3 those references are to ALECs, such as ICG or Intermedia.
4 Certain ALECs now, such as ICG are no longer operational. My
5 question is whether those same terms are now being offered to
6 other ALECs here in Florida?

7 A Yes. I mean, an ALEC's solvency or insolvency in my
8 opinion does not change the enforceability of an
9 interconnection agreement. Other ALECs could opt-in to any of
10 the interconnection agreements that I am aware of. So, yes,
11 whether ICG is still doing business or not, as long as that
12 agreement is still on our books, so to speak, and still has
13 time to run in its life, then that part of the agreement or the
14 whole agreement could be opted into by another ALEC.

15 Q Now, many of these references are very discreet
16 offerings or discreet obligations. On what terms or conditions
17 is BellSouth offering each of those discreet items?

18 A I'm not sure I followed your whole question. Let me
19 take a run at it. What I was trying to do was to show that
20 BellSouth has a concrete legal obligation to provide these
21 things. If you really want the details of the terms and
22 conditions,, you would need to go back to that interconnection
23 agreement to see all that is there in the section that I cite
24 to.

25 I'm not sure if that was really your question or not,

1 but I didn't try to replicate all of the terms and conditions
2 of the interconnection agreement. Rather, I tried to give you
3 a cite that you could go look at where I believe we have a
4 concrete legal obligation to provide.

5 Q I guess my question relates primarily to the pick and
6 choose rule and under what conditions a particular ALEC may be
7 able to pick and choose a particular provision such as those
8 that you cite in your interconnection -- in your testimony,
9 rather?

10 A Well, I don't think -- I don't think anywhere in my
11 testimony I talked about pick and choose, or most favored
12 nation, or whatever other phrase. So if you will point me to
13 my testimony where I talk about that, I will be glad to discuss
14 it. But I didn't really talk about that legal provision of
15 when you could opt-in and what part you could opt-in to.

16 Q Okay. If you are not prepared to cover that, then I
17 will move on.

18 A Well, I didn't testify on it, so -- I mean I will be
19 glad to help answer if I can, but I don't recall testifying to
20 that.

21 COMMISSIONER JABER: What is your question, I might
22 be interested in it, too?

23 MR. KLEIN: My question is essentially under what
24 limitations an ALEC might be able to get a particular item or
25 offering that Mr. Milner references in his testimony. I am

1 aware of a lot of limitations that RBHCs have placed on CLECs
2 and ALECs ability to obtain terms and conditions referencing
3 everything else in the agreement as being reasonably related,
4 and I'm wondering what BellSouth's policy would be with that in
5 mind.

6 COMMISSIONER JABER: You refer to his testimony,
7 perhaps pointing us to the testimony might refresh his memory.

8 MR. KLEIN: Well, Mr. Milner is correct, I don't
9 recall seeing anything regarding MFN or pick and choose in his
10 testimony. But throughout his testimony there are cites to
11 particular sections of interconnection agreements, and the
12 implication is that they would then be available to other ALECs
13 under those same terms and conditions. I'm wondering with what
14 limitations or restrictions that offering would be available.

15 COMMISSIONER JABER: Mr. Milner, are there any
16 limitations or restrictions to ALECs in terms of adopting
17 portions of interconnection agreements?

18 THE WITNESS: I just don't know. I mean, there may
19 very well be. I'm certainly not qualified to speak to it,
20 though.

21 BY MR. KLEIN:

22 Q Well, let me try this question. I may have no more
23 luck on that one, but BellSouth witnesses, including yourself,
24 have referenced arbitration orders in their testimony and your
25 testimony, and BellSouth attorneys have also referenced

1 arbitration decisions in their questioning of ALEC witnesses.
2 What is the relevance of these decisions to carriers not
3 directly involved in those arbitrations?

4 A That's a real good question. Now, I should have said
5 from the outset, I'm not a lawyer, so with that caveat. I
6 don't want to be arrested for practicing without a license.
7 But BellSouth's general posture is that because the
8 interconnection agreements themselves can be opted into, that
9 commissions through arbitration orders put requirements on
10 BellSouth that may unless specifically, you know, limited
11 otherwise, may be opted into by all ALECs, or some ALECs. So
12 generally our first opinion is that an arbitration order that
13 puts a requirement on us, puts a requirement under that to
14 provide that under the same terms and conditions to other
15 ALECs, not only the one that was involved in the arbitration.

16 Now, in some cases, fairly narrow cases, specifically
17 in terms of collocation, the question has arisen in some states
18 as to whether an arbitration order, let's say for DeltaCom or
19 KMC, when provisioning intervals were set did the commission
20 mean for those intervals to be applied to all ALECs or just the
21 one that was involved in the arbitration. And in some cases
22 they have decided both ways. And that is important because the
23 FCC in its collocation order said unless the state commission
24 has established intervals, these are the intervals that will
25 prevail.

1 So the discussion is acute there because we are
2 trying to figure out did the Commission mean for these
3 intervals to apply broadly or just in that specific case. And
4 if they only apply in that specific case then we have got a
5 different set intervals that come out of the FCC's order that
6 would apply to other ALECs. I know that's kind of rambling and
7 I apologize for that. So it kind of depends on the subject
8 matter.

9 Q Well, in the situation where a particular state
10 commission does not dictate that those terms will apply
11 generically to all other carriers competing in the market, what
12 is BellSouth's policy with regard to offering those terms? Is
13 it that the other carriers must opt-in to the entire agreement
14 or that those discreet terms will be made available to
15 competing carriers?

16 A Well, we are getting beyond a simple engineer's
17 expertise here, so I will take a run at it. There are two
18 ways. Let's say that KMC and BellSouth arbitrate an issue,
19 this Commission decided, and that language is put in KMC's
20 interconnection agreement. Other ALECs could opt-in to that
21 same part of the agreement. So that is one avenue for these
22 other ALECs.

23 The other is for them to approach BellSouth directly
24 and say I'm not interested in necessarily adopting that, but I
25 am interested in amending our interconnection agreement, and

1 that happens with a certain frequency. So there is at least
2 those two paths by which an ALEC who was not party to the
3 arbitration might enjoy the benefits of a commission's
4 decision.

5 Q So to summarize the issue, if a carrier does not want
6 to opt-in to an agreement that was arbitrated between BellSouth
7 and say KMC, BellSouth would not automatically make those same
8 terms available in such a manner as to implement that
9 arbitration ruling on a global basis for all CLECs?

10 A That is correct. And the reason for that is that for
11 us to do so is rather unilateral. Let's say that X0 and
12 BellSouth have an interconnection agreement that has a
13 provision that is very similar to the one that was arbitrated.
14 For BellSouth to arbitrarily change X0's agreement based on a
15 decision that was arbitrated by KMC seems to me a little
16 unfair. X0 may be perfectly happy with the agreement it
17 already has struck.

18 So we try to be a little more flexible than just
19 saying unilaterally, okay, the situation has changed, now
20 everybody move to this kind of language. If you want to move,
21 you can opt-in to it, or we can talk about amending your
22 contract. If you are an ALEC and you don't like, necessarily,
23 let's say the conclusion that was reached in the KMC
24 arbitration, if there was one, then you leave your
25 interconnection agreement alone.

1 Q Well, let me move on to an area that I think you are
2 more familiar with, and that is loops. Is it BellSouth's
3 policy to make facilities available to ALECs on a
4 nondiscriminatory basis?

5 A Yes.

6 Q How do you, as a senior director based in Atlanta,
7 ensure that the policies that are dictated from headquarters
8 are being followed out in the field?

9 A Well, first of all, its every senior director's dream
10 that their every order is fulfilled entirely and without
11 question anywhere within a company. And I'm not trying to be
12 frivolous, but here is how we ensure that. First of all, our
13 processes if not identical are very, very, similar in all nine
14 states. And that is a benefit to us in that we don't have to
15 have a North Carolina solution, and a Florida solution, and a
16 Georgia solution. So, first of all, our organizational
17 structure in all nine states is the same. The lines of
18 reporting all come to the same places in Atlanta, Georgia. So
19 our organizational lines are the same.

20 The processes that we use are the same. So not only
21 do we have the same organizational structure in place, but the
22 same processes are in place in all the states. Where it is
23 important to really ensure the highest level of adherence to a
24 policy or to a process, we have had those work centers
25 certified according to ISO 9002 quality assurance standards,

1 and we are very proud of that. What ISO 9002, which is an
2 internationally recognized quality assurance standard says, you
3 know what your process is because you documented, you know that
4 your people are following that process because you audit it,
5 and there is a very deliberate means of changing that process
6 when you find improvements to it.

7 So, a good number of our centers are already
8 registered ISO 9002, more will be later on, but especially the
9 CLEC facing or ALEC facing organizations have already gotten
10 that registration. And I should also add that you don't get
11 ISO 9002 registration for life, you have to reprove that
12 essentially every year. The registrar comes in and makes sure
13 that you are still conforming to the processes that you have on
14 your books. So the combination of all of those things gives us
15 very high levels of assurance that the policies that we put in
16 place and the work practices that we put in place are being
17 carried out the way we intended in whatever state, you know, an
18 ALEC finds itself doing business.

19 Q Can you tell us which loop processes or procedures
20 have received that certification?

21 A All of them have because the processes for loop
22 cutovers are a function of our CWINS center, if you have heard
23 that phrase, and that center is ISO 9002 registered. So a
24 number of our, you know, those ALEC facing organizations are
25 among the first that we wanted that registration for. And

1 basically that just says write your process down, follow it,
2 audit that you are ensuring that level of adherence.

3 Q Well, let me take it down a level from the CWINS
4 center to the actual CO where a lot of these orders are being
5 actually -- the translation is being made and the cutover is
6 being made and are taking place.

7 A Okay.

8 Q What procedures or processes do you have in place to
9 ensure that these technicians in places like Pensacola and
10 Daytona are actually following the procedures and are
11 implementing the policies that you have dictated?

12 A Quite simply, the CWINS center is what we call the
13 control office. If we are talking about a coordinated
14 cut-over, a hot cut, the CWINS center is directly in control of
15 that process. The CWINS center is directing when the
16 technician in Pensacola does what he or she does. So when you
17 control the process at the CWINS center by extension you have
18 controlled the process through all nine states.

19 Q You may be aware that other state commissions have
20 determined that their incumbent BOCs have failed to follow
21 their loop procedures even though they were spelled out with
22 great specificity and were managed according to similar
23 procedures that you have just described, and those state
24 commissions required prove that those procedures were being
25 followed prior to recommending interLATA entry. What

1 confidence can this Commission have that you are able to submit
2 similar proof?

3 A Good question. Well, on a number of different levels
4 this Commission can ensure that compliance. We produce massive
5 amounts of statistical records monthly that will take you to
6 any level of detail that you have the willpower to go to to see
7 exactly what our performance is in hundreds of measured
8 categories. So, this Commission -- once we finish, you know,
9 the performance measurements and establish that set, then this
10 Commission will have an amazing amount of information at its
11 fingertips by which it can gauge BellSouth's compliance,
12 whether we handled cut-overs well, or badly, or somewhere in
13 between. So there is going to be an amazing amount of
14 information, very granular information that this Commission can
15 use to gauge our performance.

16 Q Is one of those measurements the LNP timeliness
17 measure that BellSouth is currently meeting at about 2 percent
18 each month?

19 A Well, I'm not a performance measurements expert. I
20 believe you are referring to a measurement, for example, in
21 Georgia that we have already agreed to amend because it was not
22 being calculated properly. So the percentage is very low
23 because the measurement itself is flawed. If we look at other
24 things like coordinated customer conversions, or hot cuts, you
25 will find that -- I look back at the last several months, that

1 well above 99 percent of all of those were done on time. So,
2 it just depends on where you want to look. The measurement you
3 mention is one that there is a problem in the measurement
4 itself, not in our performance.

5 Q When you reference that measurement, you're saying
6 that there is a number out there that the Commission can look
7 to, but then in the next question your answer implies that
8 there is no measure of that performance right now that the
9 Commission can look at, is that correct?

10 A I'm sorry you lost me on that. I'm sorry. Are we
11 talking specifically about number porting again?

12 Q Yes. I don't want to get too much into the details
13 of performance measurement, but I'm wondering if there is a
14 measure out there that this Commission can look at. You
15 referenced that this Commission can look at performance
16 measurements, but then in follow-up you responded that at least
17 in one instance the performance measure is no good. Where can
18 we look then if the performance number is no good and the
19 policies may or may not be implemented on the ground?

20 A Well, you can digress to the raw data itself and
21 recalculate it manually or through some other means. Once you
22 do have a correct means of calculating it, you can use the raw
23 data which is also available in massive quantities to gauge
24 performance in that fashion. I mean, you're taking one measure
25 out of literally thousands and sort of impugning the entire set

1 because of that one. I don't think that's appropriate.

2 Q No, I was talking about that one measure without
3 implying anything about the rest of the measurements. There is
4 obviously a difference of opinion in reading through
5 BellSouth's testimony and the ALEC testimony between your view
6 of checklist compliance and ALECs' and particularly KMC's view
7 of checklist compliance, isn't there?

8 A Yes. I don't think that is necessarily surprising
9 given different business objectives between all the parties
10 that you see in this room, even. KMC is a bit different from
11 AT&T, let's say, in that it does not have a huge base of long
12 distance customers that it might seek to protect by being here
13 in this room. So there are a number of different types of
14 companies that are represented here in the room, and, yes,
15 their needs and their desires are quite different. So I'm not
16 surprised that there is a different conclusion that is being
17 reached by the various parties because each of us as humans are
18 reaching that using the filters and the frameworks that best
19 suit our needs. So, no, I'm not surprised by that.

20 Q Let me ask you a question about the folks that are
21 actually submitting the testimony. The KMC witnesses who have
22 submitted testimony in this proceeding and in every other
23 BellSouth proceeding have been and are the actual city
24 directors who are competing on the ground against BellSouth
25 throughout eight of the nine BellSouth states.

1 Isn't the difference of opinion that exists due to
2 the fact that you are viewing BellSouth's performance in terms
3 of what your technicians should be doing while Jim Sfakianos
4 and the other KMC city directors are testifying as to what
5 those technicians are actually doing?

6 A Absolutely not. I think the numbers speak for
7 themselves. You know, you imply that there are two different
8 sets of measurements, one that KMC keeps and one that BellSouth
9 keeps. I don't know the extent of KMC's measurements, but I do
10 have a pretty good knowledge of the things that BellSouth
11 measures, and it's pretty exhaustive.

12 So, no, I completely disagree with your conclusion
13 that says there is two sets of books that is being kept. One
14 sort of a rose-colored glasses that is somewhere in Atlanta,
15 Georgia in the BellSouth building and a different view of the
16 world from ground level. No, that is not my view of the world.

17 Q Let me ask you a question about outages. There is
18 testimony in this proceeding about T-1 outages. Do you know
19 with what frequency T-1s or DS-1 loops should go out
20 of service once they are installed?

21 A No, not off the top of my head. I have had various
22 operations jobs where our function was to restore DS-1 services
23 to service when they broke. I think what you're talking about
24 is a measurement that would be referred to as mean time between
25 failures; that is, what is the average time between when a

1 circuit is out and the next time it's out on average. I don't
2 recall that. It's a fairly extensive period of time.

3 Q Would it, in your opinion, be unreasonable for a T-1
4 loop to go out of service eight times over a three-week period?

5 A A given DS-1 loop?

6 Q Yes, sir.

7 A No, that would not surprise me. There are any
8 numbers of reasons why that might happen. Certainly it is not
9 desirable that that happen. If there is a problem in
10 BellSouth's network that we can fix, we would like to fix it
11 the first time. You know, cable cuts occur sometimes with
12 alarming frequency to the same route. I recall a situation in
13 Tennessee where a construction company dug up the same piece of
14 cable about three different days in the same week. That would
15 have equated to three failures on that same circuit in that one
16 week. It's unfortunate, but it does happen.

17 CHAIRMAN JACOBS: Mr. Milner, are you familiar with
18 Mr. -- I know I'm going to do it again -- Hsvisdas.

19 THE WITNESS: Mr. Hsvisdas, I believe, yes, is a
20 witness.

21 CHAIRMAN JACOBS: He has an exhibit attached to his
22 testimony. Rather than take all the --

23 THE WITNESS: I am generally aware. I have read his
24 testimony, and I believe I know the exhibit you are referring
25 to, yes.

1 CHAIRMAN JACOBS: How do you respond to his exhibit?

2 THE WITNESS: In two ways. First of all, he is
3 referring to special access, not to UNEs, and he does not make
4 the claim that those were special access that were converted to
5 UNEs and then he had all of these problems. These were special
6 access circuits he was referring to. And those, as I believe
7 Mr. Ainsworth discussed, are handled in a different set of
8 centers than ALECs local business is handled through.

9 CHAIRMAN JACOBS: Are you familiar with the process
10 that they do go through?

11 THE WITNESS: Oh, absolutely. I manage the -- I was
12 the director over the access customer center that responds
13 directly to special access problems, yes.

14 CHAIRMAN JACOBS: It strikes me to see some of the
15 times listed under the column that says BellSouth's resolution
16 time in hours. Are you familiar with that column?

17 THE WITNESS: Yes, I recall that. No, I'm not
18 surprised by that. In the world of special access sometimes
19 these are circuits that run over great distance. In the old
20 days we called these point-to-point circuits because they run
21 from this place to another place without switching and that
22 sort of thing. If it takes -- let's say that the problem is a
23 failed multiplexer or even a cut cable, and if that is in the
24 middle of the night when the call is made to BellSouth's repair
25 center, it may take several hours to find the technician and

1 get them dispatched out there, locate the trouble, and get it
2 repaired. So, yes, sometimes unfortunately outages on those
3 circuits are measured in hours, not minutes. But it is
4 generally a function of where we have to physically dispatch
5 someone and put them in a truck and drive them out there and
6 fix the problem.

7 CHAIRMAN JACOBS: And it is your testimony that these
8 times are not reflective of the times that would occur with a
9 circuit that is not a special access?

10 THE WITNESS: No, I'm not quite saying that. My
11 comments really were this, one, Mr. Hsvistas discusses only
12 those circuits that it buys out of our special access tariff.
13 For whatever their choice of doing that, that is where they
14 order. And that has a different set of centers that respond to
15 those trouble tickets than would respond to an ALEC's local
16 request. I have not compared those two times, you know, in
17 other words, I have not looked at what is the average outage
18 duration on the access side compared to the local side for, you
19 know, analogous circuits. I haven't done that, so I don't know
20 if those are better, worse, or in-between.

21 CHAIRMAN JACOBS: Do you know if that system analysis
22 exists?

23 THE WITNESS: I have not seen it, I don't know.

24 CHAIRMAN JACOBS: Mr. Hsvistas can do that. I
25 apologize in advance for messing up his name. Go ahead,

1 Mr. Klein.

2 MR. KLEIN: Thank you.

3 BY MR. KLEIN:

4 Q Mr. Milner, at what point or level of outage,
5 eliminating extraneous factors, such as construction
6 interference, would BellSouth replace facilities or switch a
7 customer to new or alternate facilities if the end user was its
8 own customer?

9 A I have never seen a guideline that said with
10 specificity when this happens, do this. It's all very much
11 situational. You know, what is the state of the facilities
12 that are being used to serve the customer, what is the nature
13 of the problem, how long will it take you to resolve that
14 problem, can the facilities even be -- can the problem be
15 resolved, so it is quite situational. There is not a simple
16 answer that says when this happens four times, or if it takes
17 this long to fix it, move that customer to new facilities.

18 In some cases the first response is to move the
19 customer to new facilities because they are there. Maybe there
20 is, you know, a reason we won't be able to repair the
21 facilities a customer was being served over. So it's highly
22 situational.

23 Q In terms of available facilities when an ALEC submits
24 an order, can an ALEC rely on a firm order confirmation issued
25 by BellSouth as confirmation that BellSouth will be prepared to

1 install a loop on the date indicated on the FOC?

2 A You said -- help me, did you say does the ALEC have
3 assurance? I'm sorry.

4 Q Right. Can the ALEC rely upon that firm order
5 confirmation for the proposition that BellSouth will have
6 facilities in place and available on the date promised in the
7 firm order confirmation?

8 A Yes, generally so. Now, is it 100 percent
9 reliability, no, and there are a number of reasons why. You
10 know, we talk about firm order confirmations as being exactly
11 that. It is a confirmation that we got your order and absent
12 unforeseen situations, severe weather, acts of God, whatever
13 else, or, you know, unknown problems that might prevent, you
14 know, completing the order on time, that is our best knowledge
15 about when we can complete that order.

16 Is it absolutely foolproof? No. We do the very best
17 we can. There are people involved in the process, sometime
18 people mess up and sometimes we don't make the due dates we
19 want to. It doesn't happen very often. So the short answer to
20 your question is, yes, generally we are pretty good about
21 meeting the due dates that we place on our FOCs.

22 Q I heard a couple of different answers there, and I
23 will try to clarify whether it was yes or no. If the answer is
24 yes, that facilities will be in place, and that is what the FOC
25 confirms, following the issuance by BellSouth of that

1 confirmation, orders will never be postponed by BellSouth due
2 to a claimed lack of facilities, is that correct?

3 A No, that's not what I said. I didn't say that the
4 FOC was an indication that the facilities were there. I said
5 that the FOC was a confirmation that we got your order, it was
6 complete, error free, and that absent unknown situations, or
7 severe weather, all of those things, that is the date we intend
8 to complete the order on. I did not say that there was
9 necessarily an assurance that the facilities would always be
10 there. They may not be. There is a very high probability that
11 they will be, that has been our experience.

12 Q So aside from acts of God and other similar
13 unforeseen circumstances, how can competitors know when and
14 whether BellSouth will install the loop and advise its
15 customers accordingly?

16 A Well, I think in the same manner as BellSouth retail
17 units do. You would make a commitment to your customer, to the
18 ALEC's customer based on the information that you got from
19 BellSouth via the FOC. That is our best knowledge and that is
20 the date that you can convey to your customer. Likewise, our
21 retail units do not know with absolute perfection of knowledge
22 as to whether a due date is going to be met or not. In the
23 vast majority of cases for our retail units and for the vast
24 majority of the orders that ALECs place, we meet those due
25 dates. So just on that basis alone there is a very high level

1 of assurance that we are going to meet the date that we give
2 you on our FOC.

3 Q So is it fair to say that the BellSouth order
4 confirmation does not actually confirm that BellSouth can
5 install the loop on the date promised?

6 A Again, not with absolute precision. There are humans
7 in the process. Let me give you an example. We get out to
8 work an order on a given day and unbeknownst to anyone there
9 was an error in the database that said a facility that showed
10 in the database as being spare turned out to not be due to
11 human error. No system on Earth can prevent absolutely against
12 that situation. So is there 100 percent assurance that every
13 due date is going to be met because the FOC said so? No. Is
14 there a very high level of assurance that it will? Yes, our
15 numbers say that there is.

16 Q And are there numbers in the testimony submitted by
17 ALECs and CLECs in other proceedings that say that they are not
18 being met with that high level?

19 A Back to your earlier question, are there different
20 views of the same situation? Always. I mean, yes, our
21 personalities introduce those differences and we work towards
22 the middle to find out what the facts really are, what the data
23 really says.

24 Q Let me ask you a question relating to Page 108 of
25 your direct testimony.

1 A Okay.

2 Q As revised.

3 A I'm there.

4 Q You state there in the middle of the page at Line 16
5 that all data in the above databases are maintained in
6 accordance with Section 222 of the Act?

7 A Yes.

8 Q Which, of course, governs confidentiality. Has
9 BellSouth uncovered any instances in which employees have
10 accessed confidential information for anticompetitive purposes?

11 A None have ever been brought to my attention, no. I
12 mean, have there been, I don't know. But, like I say, I'm not
13 aware of any.

14 Q So making this statement you did not check to see
15 whether that policy had, in fact, been compromised by any
16 BellSouth employees?

17 A Well, it would be impossible for me to check on every
18 instance of employee behavior in every state. We have got
19 thousands of employees. This is our policy. Do humans
20 sometimes not follow our policies, yes, they sometimes do, and
21 when we find out about it we take disciplinary action. So,
22 yes, this is our policy, we maintain the data in those
23 databases to the strictest levels of confidentiality that we
24 possibly can. And it is very, very, good.

25 Q You mentioned disciplinary action. What type of

1 disciplinary action would you expect to be taken against an
2 employee who does access a database and obtains confidential
3 information and uses that for anticompetitive purposes?

4 A I don't know. I mean, I'm not a lawyer. I can't
5 answer your question as you posed it. I mean, what were the
6 circumstances, was it intentional, unintentional, was it one
7 time or a thousand times, what was the effect on the ALEC of
8 the sharing of that information. I mean, we would look at all
9 of this.

10 Our policy is that an ALEC's proprietary information
11 is to be protected. We have talked in other settings about
12 what we call CPNI, customer proprietary network information,
13 and we go to great extremes to protect that information. That
14 is information that is necessary for our operations people to
15 maintain in an operator network. But we don't share that
16 information with our retail units, with our sales units. We
17 have very strict procedures for making sure that doesn't happen
18 and we have got very strict penalties for what happens to you
19 if you violate those procedures.

20 Q But those penalties would vary according to the
21 factors you outlined earlier in your answer?

22 A Well, yes, and they lead up to possible disciplinary
23 action. You know, when I have read the notices it even talks
24 about civil action being taken against an individual that
25 knowingly violates those policies.

1 Q In your testimony, again, your direct testimony at
2 Page 91, you spend only about 15 lines addressing BellSouth's
3 compliance with Checklist Item 8, directory listings. You
4 state that since the methods and procedures have been in place
5 for years, and I'm paraphrasing here, provision of listings is
6 essentially business as usual. Are these procedures consistent
7 across the BellSouth region?

8 A Yes, they are.

9 Q Didn't BellSouth change its procedures just last
10 year?

11 A You will have to help me with that. Do you mean the
12 inclusion of certain parties' listings in the database?

13 Q Correct.

14 A Yes, yes. And we did that uniformly across all nine
15 states.

16 Q So your statement that these procedures and methods
17 have been in place for years is not necessarily accurate with
18 that qualification?

19 A No, it is entirely accurate. There is no secret
20 about the fact that certain ALECs, even though they were in our
21 database, did not want those listings released to others. This
22 Commission heard that, there was no secrecy about it. The
23 Commission told us what they thought we ought to do, we
24 negotiated agreements such as all the listings from all the
25 service carriers, service providers that are in our database

1 are provided to anybody that wants them. That is our policy in
2 all nine states, and that's kind of the long and the short of
3 it.

4 Q Isn't it true that BellSouth recently had some
5 translation problems that resulted in ALEC listings being
6 dropped from your directory listing?

7 A You will have to help me with the instance, I'm not
8 aware of one.

9 Q Well, didn't BellSouth drop hundreds of listings for
10 ALEC customers about six months ago in April of 2001?

11 A Your question is still too vague for me to answer.

12 Q You're not familiar with that translations problem?

13 A No.

14 Q Would it refresh your recollection if I mentioned it
15 had was in Augusta, Georgia?

16 A No, that doesn't help any, no.

17 Q Okay. And that the listings included emergency and
18 non-emergency listings?

19 MS. WHITE: Okay. I'm going to object at this point.
20 I think he has been saying for the last five questions he is
21 not aware of this, so I don't see how he can testify, and that
22 Mr. Klein is testifying at this point.

23 MR. KLEIN: Well, I'm wondering how he can testify to
24 this. That is the point of my questioning. I mean, he does
25 have testimony saying that BellSouth is in compliance with this

1 checklist item. And his testimony is the only testimony in
2 this record and he is the only witness appearing on this,
3 relating to this topic. So the extent of his knowledge is
4 entirely relative to this assertion.

5 MS. WHITE: Well, there is no evidence that anything
6 happened except your asking the question. He has said -- you
7 have asked him whether he is aware of it, he has said on at
8 least three occasions now that he is not aware of it. And now
9 you are trying to get it into evidence through your testimony,
10 not through any witness. So I would object on that.

11 CHAIRMAN JACOBS: I think it is entirely fair for you
12 to inquire into the support for his testimony. But in terms of
13 trying to put your support as his support, that can't happen.

14 MR. KLEIN: I was just trying to refresh his
15 recollection since he indicated without more he was unfamiliar
16 with it. So I will --

17 CHAIRMAN JACOBS: I mean, if you feel like -- as of
18 this point I'm going to allow you this line of questioning, but
19 with that caveat.

20 BY MR. KLEIN:

21 Q Let me ask a question relating to another directory
22 listing problem of which you may be aware in another state.
23 Did BellSouth -- are you aware that BellSouth incorrectly
24 listed a large block of numbers for a medical center that
25 happened to be a KMC customer?

1 A No, I'm not aware of that. Are you saying that it
2 was published wrong --

3 Q Correct.

4 A -- in the directory? No. I think I read all the
5 testimony that all the parties submitted, and I don't recall
6 either of those two instances that you named, either the one in
7 Augusta or something about a large medical center being
8 discussed. I may be wrong, but I certainly don't recall it.

9 Q Well, this was testimony from other state proceedings
10 on the same topic submitted by affiants there.

11 A No, I don't recall that. I certainly don't recall
12 any testimony like that in Florida.

13 COMMISSIONER JABER: Mr. Milner, what are some of the
14 problems that might -- what are some of the things that might
15 cause listings to be accidentally dropped or --

16 THE WITNESS: Well, two or three things. There is
17 a -- I will lay out generally, you know, how the listings get
18 into the database. And at the top level, once we get the order
19 and we process the order, it goes into the same stream of
20 information for ALECs as for BellSouth's own listings. First,
21 it goes to a system called LIST, L-I-S-T, and I think that
22 stands for listing information system, and that is the thing
23 that creates these things. And then we pass that information
24 over to our publisher, BellSouth Advertising and Publishing.

25 There is also a system called LION, L-I-O-N, and that

1 is if your number is disconnected and goes on intercept, that
2 information gets fed down into that system. But the important
3 point is that very early in the process all of those streams,
4 whether they come from our retail units, or resale, or wherever
5 they come from, all of those converge in the same order streams
6 that ultimately get into -- get to our publisher.

7 Now, your question was what can cause a listing to be
8 dropped, sometimes conflicting information on an order or, you
9 know, that says the information can't be resolved and it's not
10 clear to us what to do with the listing, the procedure is that
11 our publisher would go back to the ALEC in that case and try to
12 resolve it that way. So it's possible that you have got
13 problems in the ordering process, but those flows converge
14 pretty early on, so I wouldn't expect the incidence of ALEC
15 problems being any different than BellSouth's problems. And
16 then you might have problems with --

17 COMMISSIONER JABER: It would be your position, then,
18 that if listings are dropped, they are getting dropped for
19 BellSouth customers as well as the ALEC's customers?

20 THE WITNESS: Absolutely.

21 COMMISSIONER JABER: But that notwithstanding, this
22 is really not a trick question, I'm just looking for where the
23 problems might occur and trying to put mechanisms in place so
24 that the problems do not occur.

25 THE WITNESS: Right.

1 COMMISSIONER JABER: As it relates to the potential
2 areas of problems, regardless of whose customer, what
3 mechanisms have you put in place so that by the time they
4 converge everything is flowing through accurately with no
5 potential for fallout?

6 THE WITNESS: Well, a brief answer is that most of
7 those processes are described in the affidavit of Mr. Barretto
8 who up until recently was an employee of BABCO (phonetic), and
9 he talks about how preview copies of the directory are made
10 available to ALECs, how we share directory closing date
11 information with ALECs, and all of those processes which really
12 are checks that ALECs can make for themselves and that BABCO
13 makes to make sure that all that information in the database
14 from which the directory are going to be created is all the
15 same and that it is all accurate. So most of those
16 procedures -- but that's kind of the -- at the top line that is
17 them.

18 We, BellSouth, BABCO in particular, notifies ALECs as
19 to what in various markets the directory closing dates are. In
20 some cases we have worked with ALECs beyond that date to make
21 sure that information -- even though it is beyond this close
22 date, that the information is still amended to make it right.
23 We give preview copies of the listings as they are going to
24 appear before the directories are actually published. We give
25 those to the ALECs so they can say, yes, this looks right; this

1 one is not right; let's work towards resolving it. So there
2 are a number of processes in place to make sure that ALECs'
3 listings will appear in our directories in exactly the same --
4 to the same level of accuracy, which is very high, as do
5 BellSouth's listings.

6 BY MR. KLEIN:

7 Q Is it BellSouth's policy to provide ALECs with more
8 than two weeks in which to review their directory listing
9 proofs?

10 A I would have to go back to Mr. Barretto's affidavit
11 to know for sure. I know that the process is that we tell you
12 up front here is when the directory is going to close and here
13 are the galleys, I think they call them, that you can review.

14 Q But you are not familiar --

15 A I can't recall the specific date. I could look it
16 up.

17 MR. KLEIN: Okay. I have no further questions.

18 COMMISSIONER DEASON: Were there other entities to
19 cross-examine this witness? Staff.

20 CROSS EXAMINATION

21 BY MS. KEATING:

22 Q Good afternoon, Mr. Milner.

23 A Good afternoon.

24 Q I would like to start out by following up on an area
25 that I believe Ms. Masterton touched on on behalf of Sprint,

1 the routing and branding issues?

2 A Yes.

3 Q I believe we talked about this to some extent in your
4 deposition, and I'm hoping I've got my understanding of it
5 correct. As I understand it, branding of an ALEC call can
6 either be done at the end office switch or at the operator
7 platform, is that correct?

8 A No, not exactly.

9 Q Okay. Please clarify.

10 A Okay. The branding is actually applied in one of two
11 places, I guess you could say three places. The brand if the
12 call is sent to BellSouth's operator platform would be applied
13 at that platform. Sprint may choose for its customers' calls
14 to go to Sprint's own platform and those calls would be branded
15 however Sprint wanted at Sprint's platform, and this is what
16 Ms. Masterton and I discussed as self-branding. Or let's say
17 X0 doesn't want to use BellSouth's operators, it doesn't have
18 its own, but contracts with a third party. And so those calls
19 could be delivered to that platform and, again, branded however
20 X0 wanted those.

21 So in terms of where the call is branded, there are
22 those three options. So we talk about calls being BellSouth
23 branded, that is, you make the call and you hear somewhere
24 along the line the word BellSouth; or unbranded, meaning the
25 operator answers simply by saying may I help you; or either

1 custom branded or self-branded, meaning you hear the ALEC's
2 choice of brand played out or said.

3 What is different is the methods by which you get
4 those calls to those platforms. OLNS means you have got the
5 option to have it branded according to the ALEC's preference,
6 but the call must be answered at BellSouth's platform because
7 that is where OLNS works. If the ALEC wants to use its own
8 platform or a third parties' platform, that's when it would
9 kick in one of the two versions of customized routing.

10 Q Okay. Well, I guess I'm trying to understand exactly
11 what goes into branding a call just as a function?

12 A Okay.

13 Q And once a call is branded, whether it is at
14 BellSouth's platform or an ALEC's platform, is there really any
15 other work that goes into involving or goes into actually
16 executing the branding of that call?

17 A Yes, depending on the technique chosen. First, the
18 simplest part to see is the actual -- well, let me say it this
19 way, the brand might be applied in one of two different ways.
20 Either the operator answers the call and says thank you -- even
21 though it's a BellSouth employee, that employee, the operator
22 might say AT&T, may I help you. That's one way.

23 The other way is to have a recorded announcement that
24 is played before the call actually gets to the live operator.
25 So in that case you would hear, you know, some sound, and the

1 words AT&T in my example, and then that call would be put into
2 a queue that goes to the operator. So the brand itself might
3 be applied in those two different ways.

4 Q Well, with routing, it's the switch that handles
5 routing, correct?

6 A Yes. I mean, the switch is going to choose a route,
7 that is a trunk group, and then the means by which it gets that
8 information to know what to do differs by what method the ALEC
9 chooses. With the line class code method, the end office
10 switch has enough information to make that decision as to what
11 trunk group which is going to determine the platform it goes
12 to. The end office switch can make that determination itself
13 through the switch translations.

14 With the AIN method, the end office switch does not
15 have that intelligence, and so that database lookup occurs. So
16 it's just a different function.

17 With OLNS, the end office switch doesn't know that
18 and the call goes to BellSouth's operator platform and there
19 the database lookup is made that says this telephone number
20 gets answered as AT&T, or BellSouth, or XO.

21 Q Well, I'm really trying to understand essentially the
22 work that is involved, and sort of a comparison, and what work
23 is done to route a call in a switch. And actually I am looking
24 at comparing it with the work that is involved with OLNS?

25 A Okay.

1 Q Suppose two customers are served by the same switch,
2 from just a switching perspective, is there any more work
3 involved for the switch to route a call, say, next door as
4 opposed to across town?

5 A No. I mean, the same logic is going to be used.
6 Now, there is more human work that has got to be done if we are
7 talking about trying to figure out how to route that with
8 customized routing, somebody has to make those translations
9 that say if this happens then do this. So there is the human
10 work. But as far as the switch is concerned, it's not doing
11 anything differently. It's saying some customer dialed these
12 digits and the switch doesn't know if this is BellSouth's
13 customer, or AT&T's customer, or whose. It just knows this
14 customer that is this class of service dialed these digits.
15 Now what do I do with them. And then it looks up into these
16 translations tables to see if specific information is there to
17 tell it how to treat the call, how to route it to another
18 place.

19 Q I guess I'm still not getting my question across
20 exactly.

21 A I'm sorry. I'm sure it's my fault.

22 Q If I could have a minute and let me just try to
23 rephrase it again.

24 A Sure.

25 (Pause.)

1 Q I think we are just going to move on from that, Mr.
2 Milner. I would like to follow up on something that you said
3 earlier, and this has to do with dedicated transport. And I
4 think you said that ALECs pay market rates?

5 A Well, no, generally not. If we are talking about the
6 unbundled network element called unbundled transport, UIT,
7 unbundled interoffice transport, that UNE is provided at
8 TELRIC-based rates. The situation we were talking about was a
9 situation where the call involved is an operator services call
10 and whether or not if BellSouth is exempt from providing
11 operator services at TELRIC-based rates, does that also include
12 the transport to get you to that platform. Sprint apparently
13 believes the answer to that question is yes, BellSouth believes
14 it to be no.

15 So unbundled interoffice transport or dedicated
16 transport as the UNE is based on -- is on TELRIC-based rates.
17 It's only in the context of where we are talking about operator
18 services and where BellSouth is exempt from having to provide
19 operator services at TELRIC-based rates, that is, it is
20 providing customized routing, and according to the FCC's rules
21 doesn't have to provide operator services at TELRIC. The
22 question then becomes, okay, if the operator is over here you
23 don't have to base it TELRIC, cost-based at TELRIC, but what
24 about the transport to get you there. And so it's in that
25 context, but only that context where we have said we will

1 provide you that, but we will provide it at special access
2 rates, not at TELRIC-based rates.

3 Q Okay. In that context are you talking about
4 transport from the end office to the tandem, or the ALEC
5 switch, or both?

6 A I'm talking about really in the context of between a
7 BellSouth switch and BellSouth's operator platform.

8 Q All right. Going to the issue of collocation and
9 remote terminals?

10 A Yes.

11 Q Is it technically feasible to reserve a slot for an
12 ALEC's line card?

13 A No, and I will go back to the FCC's discussion of
14 technical feasibility in its First Report and Order, I believe,
15 in August of '96, I guess. It says in there, and I can't
16 recall exactly which paragraph, but it says that if you can
17 identify specific network reliability and security concerns,
18 that that is evidence that what you're talking about, the
19 arrangement you are proposing is not technically feasible.

20 So when we talk about an ALEC reserving for itself
21 particular digital loop carrier card slots, that implies to me
22 that it is the ALEC that would be putting cards into that slot,
23 taking them out, and that is the part that we object to. And
24 that there is significant reliability and security concerns
25 that you would introduce by having a practice like that.

1 Q Are you aware of any other technical feasibility
2 concerns beyond security issues?

3 A No, that is our basis. Now, in the larger context,
4 this came up in the discussion of the so-called dual purpose
5 line card. And that is a line card that handles traditional
6 voice but also provides these DSLAM capabilities. The FCC said
7 DSLAM was part of the packet network and except for those four
8 conditions we didn't have to unbundle that. So it sort of gets
9 circular in that if you say, okay, let's put an obligation to
10 unbundle that line card, well, when you do that you have really
11 said, BellSouth, you have got to unbundle your packet network
12 at the same time, because it's the packet switch that is going
13 to separate these various packets based on the header
14 information and know these are BellSouth's, these are somebody
15 else's, and send them differently.

16 So you asked me is it only technical feasibility, no,
17 it's that, as well as our belief that we don't have an
18 obligation to provide DSLAMs for ALECs, that is packet
19 switching. So it's really both of those issues.

20 Q Okay. So let me just make sure I understood exactly
21 what you just said. Essentially it comes down to security
22 issues for BellSouth and your belief that you don't have to
23 provide DSLAMs?

24 A Yes. If you will give me just a little bit of
25 latitude, and I want to use this illustration, it may not be

1 all that good, but I have worked on it a lot.

2 COMMISSIONER JABER: Mr. Milner, before you
3 elaborate, because I don't want to get confused, to the degree
4 what you just said conflicts with the FCC decisions, I want you
5 to point those out to me. So in those statements where you
6 have said we don't believe we have to provide, or we don't
7 believe we have to do, I want you to take that a step further
8 and tell me what the FCC has disagreed with you on.

9 THE WITNESS: The FCC did not disagree. I believe
10 based on the FCC's ruling that there are four conditions that
11 must be met to impose an obligation that we provide this
12 unbundled packet switching, and those four conditions have not
13 been met. So, I'm not disagreeing with the FCC's order, I
14 agree with it, in fact.

15 What we are talking about here is what BellSouth's
16 obligation is in these remote terminals. Now, just at the
17 simplest, they are metal boxes with a lock on the front door
18 and they have little metal shelves in there, and that's where
19 we put our digital loop carrier equipment. If you will imagine
20 that inside that about the shape and the size of a personal
21 computer is what we are installing in there. If you open it up
22 you would see these pieces of equipment.

23 Now, if you open it up and there is a PC in there --
24 I'm going to use that as the analog -- that is BellSouth's, but
25 there is room for the ALECs to put their own PC in a shelf

1 underneath that, we are fine with that. They would own it,
2 they would operate it, that is physical collocation at the
3 remote terminal. We are fine with that.

4 Let's say that the ALEC says I will buy this PC and I
5 want to put it in that metal box. But I want you, BellSouth,
6 to operate it and fix it if it breaks. That is virtual
7 collocation and we are okay with that. If there is not room in
8 there, if there is not room in that big metal box for the ALEC
9 to put its own PC in there, then we will -- this is what Mr.
10 Williams was talking about, we will replace that metal
11 enclosure, we will make it bigger, we will put another one
12 beside it, we will do what we have to do to accommodate the
13 ALECs putting its PC inside that cabinet.

14 But this really goes to another level beyond that,
15 because now so many ALECs are saying, but within your PC,
16 BellSouth, that is operating, it's running, it's providing
17 service, when I choose to I will open it up and I will take
18 that card out and I will put a different kind of card in.
19 Well, there is no precedent for that as far as I can find in
20 the Act.

21 It's not collocation, because, you know, there is not
22 separate equipment that is being operated. It is not
23 interconnection. It's really joint operation of this one piece
24 of equipment. So our concern is that that PC, in our
25 vernacular, that is providing customer service is suspect to

1 others coming in and removing the wrong card, putting an
2 incompatible card in, disrupting service to other customers.

3 In some cases you must take a customer out of service
4 to take this card out and put another one. That is our big
5 concern. We don't think there is a precedent for that in the
6 Act of this joint operation and ownership of this one box. If
7 you want to collocate your box, that's fine. If you want to
8 collocate it and we operate it, that's fine. If there is not
9 room, we will make room. What we object to strongly is the
10 notion that you open up the cover, you pull this piece of
11 equipment out, you put another one in, and we just think that
12 that is an unreasonable amount of risk to the service that we
13 provide to our end users. That is our concern.

14 Q And just to follow up on that, I guess I'm still not
15 really understanding. ALECs if they collocate their DSLAM in
16 the remote terminal, they get a key, right?

17 A Certainly.

18 Q So couldn't the concerns that you are raising with
19 regard to line card issues, couldn't they happen anyway?

20 A No, they ought not to. Because under our view of the
21 proposition, the ALEC is not working in BellSouth's equipment,
22 and that is the fundamental difference. Yes, could they
23 willfully disrupt some service in there, yes. Probably no
24 protection we could ever create is entirely foolproof. If
25 somebody is intent on doing bad things, you know, ultimately we

1 might not be able to stop them. That's not what we are
2 concerned about.

3 If the ALEC has its own device, it can plug and
4 remove cards to its heart's content. We are fine with that,
5 okay. We will give the ALEC a key to that enclosure, they can
6 come and go when they want to, they can make changes to their
7 equipment. That's not what they are proposing. They are
8 proposing coming in there, perhaps without our knowledge even,
9 and making changes to BellSouth's equipment. Not their own,
10 but BellSouth's equipment. And that's the part that we
11 strongly object to.

12 Q But I guess what I'm trying to get at is they would
13 still have the same access, wouldn't they?

14 A They would have the same access to the inside of that
15 cabinet, but ordinarily there would be no reason for them to
16 pull the cover off BellSouth's equipment and start making
17 changes.

18 Q Would they be physically capable of doing that,
19 though?

20 A Could they? Sure. I suppose once you are inside
21 that cabinet, if they had bad intent they could do that. I
22 certainly hope they won't, and I think the preponderance will
23 be that they won't disrupt BellSouth's equipment intentionally.
24 But let's not create a situation where it is far less clear,
25 you know, here is my equipment and here is your equipment, here

1 is our equipment and I will make changes and I may tell you
2 about it and I may not. And if I decide that this card works
3 better than that card, I will pull out the old one and I will
4 plug in the new one.

5 That is a vastly different situation than where, you
6 know, my box is at the bottom and yours is at the top. You
7 work on yours, I work on mine. That's fine. That's what
8 collocation is all about, and we ought to take security
9 measures such that only people that need a key get a key. But
10 this other notion of jointly operating equipment, that's where
11 we draw the line and we can't agree on that.

12 Q Well, do you know how many end users might be served
13 by line card in a remote terminal?

14 A Well, it depends on the vintage and the manufacturer.
15 Some only one, and in other cases several, up to four customer
16 lines may be shared, you know, may share one line card. Now,
17 beyond that are what we call the common cards, that if you mess
18 up there you might take the entire system down. So there are
19 actually a number of different types of cards. But the common
20 cards are the most critical because they provide functions for
21 all the lines that are served by that one DLC unit. But
22 ordinarily a line card is exactly that, for one customer and in
23 some cases for three or four customers.

24 Q Do you know how many slots there would be available
25 in a remote terminal for the various types of cards?

1 A Well, again, it depends on the vintage. Some of our
2 DLC systems serve up to around 2,000 customer lines, others
3 only as much as 96 lines. So it's a pretty wide degree of
4 variability.

5 Q Well, I'm trying to understand the functionality of a
6 splitter line card?

7 A Okay.

8 Q And do you know whether it performs the packet
9 switching function as a self-contained unit, or does it
10 actually have to interact with, say, BellSouth's DSLAM in order
11 to function?

12 A Well, this dual purpose line card is the DSLAM for
13 all intents and purposes. It also has a splitter on board it,
14 and so what it does, the one line from your house, let's say to
15 that line card, the information is then split in two pieces,
16 the voice part goes into the traditional part of the DLC and
17 then goes over one transmission facility from that remote
18 terminal back to BellSouth's central office. The data
19 information goes to this other part of the card that provides
20 the DSLAM capabilities and that data information goes on a
21 separate facility that is shared by all the data traffic. So
22 leaving that RT, you have really got two different transmission
23 facilities, fiberoptic cables, if you will. One fiber has all
24 the voice on it. The other fiber has all the data on it.

25 If you look, if you could look into the one that has

1 got the data you would see that there are little packets of
2 information. They have got a header, it's sort of like -- if
3 you sort of envision an envelope that has got an address and a
4 return address. The address is, you know, here is where this
5 thing goes. The return address is this is ALEC A's data. But
6 in that stream, you know, here is XO's, here is BellSouth's,
7 here is AT&T's. I mean, all of those packets are just
8 intermingled on that one facility, so somehow you have got to
9 straighten them all out. And the way you do that is with a
10 packet switch like an asynchronous trans-remote (phonetic)
11 switch.

12 Q Well, going to the area of assembly point, I believe
13 the issue -- I think it was Mr. Melson touched on earlier. For
14 clarification, I think you stated that the assembly point
15 offering requires two cross-connections, is that correct?

16 A It takes two cross-connections at the main
17 distributing frame. One for the loop, one for the port in the
18 example we were working with. At the assembly point the ALEC's
19 technician only places one cross-connection. In other words,
20 one jumper between those two things, between the loop and the
21 port.

22 Q And does BellSouth provide those cross-connects at
23 TELRIC rates?

24 A I presume that. There are rates in our SGAT for the
25 assembly point, I presume that they are based on TELRIC. I

1 never really looked at it that closely, but I presume so, yes.

2 Q Okay. Well, going with the assumptions that they are
3 TELRIC-based --

4 A I would think that they. I mean, since we are
5 talking about an alternative to collocation which itself based
6 on TELRIC, I would presume that the rates for the assembly
7 point is likewise based on TELRIC.

8 Q Okay. Well, I guess I'm trying to understand if they
9 are, in fact, at TELRIC rates, why would BellSouth not just
10 provide the cross-connect instead -- I mean, I'm sorry, why
11 wouldn't BellSouth just -- let me rephrase that.

12 I guess what I'm trying to get at, why would you be
13 willing to provide two cross-connects at TELRIC rates instead
14 of just providing the single connection between the loop and
15 the port at TELRIC rates?

16 A Well, for the same reason that we would provide two
17 cross-connects in the context of collocation. I mean, that is
18 all this is by another name. In collocation, if you ordered a
19 loop and a port, we would run two jumpers to a cable that ran
20 from our frame to your collocation arrangement. The first
21 jumper would have the loop, you know, connect the loop to that
22 cable, the second jumper would connect the port, and that would
23 get it over to your collocation arrangement. What you're
24 really saying is, well, why bother having collocation when you
25 can get the same thing as a UNE-P. Well, okay, we can discuss

1 that at length, but the real question is how is the assembly
2 point the same as or different from collocation, which it is
3 meant to be the alternative to.

4 So I'm really not debating should there be UNE-Ps and
5 should it be only for existing combinations or new
6 combinations, I'm really not arguing that, I'm just saying that
7 the assembly point is a viable alternative to collocation. In
8 that context, collocation had BellSouth placing two jumpers and
9 an ALEC placing one jumper, and that is exactly the situation
10 in the assembly point. BellSouth places two jumpers, the ALEC
11 places one, so it is precisely the same.

12 Q Okay. Well, let me take you back to an issue that we
13 talked about a minute ago, the dedicated transport from the end
14 office switch to the OS/DA platform?

15 A Yes.

16 Q And you said that BellSouth charges market-based
17 rates for that. What is BellSouth's basis for that, for
18 choosing market based as opposed to TELRIC?

19 A Well, the discussion ran along these lines, that if
20 BellSouth does not have a duty to provide its operator services
21 at TELRIC rates, our view of the world defines that operator
22 service as including the transport. In other words, those are
23 operator calls and you are using that transport to get from one
24 place to another, but the place you are trying to get to is our
25 operator platform. So in our view, since we don't have to

1 provide the operator service at TELRIC rates, we ought not to
2 have to provide that transport at TELRIC rates, either.

3 Q Can you refer me to an order that is the basis for
4 that position?

5 A I'm not sure I can. I know that it was an
6 arbitration issue between BellSouth and Sprint, and I was in
7 that arbitration. I can't recall if that was discussed here or
8 not. But I would look first at the recent Sprint arbitration
9 with BellSouth, because it was an issue there. And more
10 specifically, I think Mr. Ruscilli handled that issue in his
11 testimony. So if this Commission has already rendered its
12 order in the Sprint arbitration, it's probably in there.

13 Q Well, finally, I want to ask do you have a copy of
14 Mr. Wakeling's affidavit?

15 A Not with me, no.

16 Q I will be handing you a copy of that. I believe we
17 have a copy.

18 A Thank you very much. Okay, go ahead.

19 Q It is attached to Ms. Cox's testimony, but I'm just
20 wondering if you are familiar with Table 1 on Page 9 of that
21 affidavit?

22 A I have seen it before, yes.

23 Q And that is an estimate of the number of lines served
24 by CLECs in Florida, is that correct?

25 A That's what it is meant to try to do, yes.

1 Q And if I have read that correctly, the information is
2 correct only through February 2001, is that correct? Or it's
3 only updated, at least, through February 2001.

4 A I believe you're right. That sounds -- well, yes, it
5 says -- well, the paragraph right below it says as of February
6 2001, 67 resale only, which is the same number, that
7 corresponds with the table, so I believe you're right. I think
8 this is February 2001 data that is shown in the table at the
9 top, yes.

10 Q I was wondering if that information could be updated?

11 A Certainly, yes. We would be glad to do that. I'm
12 not sure how long it would take, but I would hazard a guess, a
13 few days to a week.

14 MS. KEATING: Mr. Chairman, I would like to identify
15 that as a late-filed hearing exhibit.

16 CHAIRMAN JACOBS: Show that marked as Exhibit 39,
17 late-filed.

18 MS. KEATING: And that is updated Table 1, CLEC lines
19 in BellSouth's service area in Florida.

20 CHAIRMAN JACOBS: I'm sorry, that is 40. The E-mail
21 trunking request was 39. And say again the title.

22 MS. KEATING: CLEC lines in BellSouth's service area
23 in Florida.

24 CHAIRMAN JACOBS: Very well.

25 (Late-filed Exhibit 40 marked for identification.)

1 MS. KEATING: Okay. Thank you. Thank you, Mr.
2 Milner, I believe that concludes staff's questions.

3 THE WITNESS: Thank you.

4 CHAIRMAN JACOBS: Commissioners. Do you have
5 redirect to deal with? Oh, I'm sorry, I have one question.
6 Mr. Milner, going back to this issue of the power to
7 collocation spaces?

8 THE WITNESS: Yes, sir.

9 CHAIRMAN JACOBS: As I understand the issue, the
10 problem is the increments of fuses, or capacity of fuses that
11 you offer. And it sounds like that other ILECs can offer an
12 increment that seems to meet the CLEC needs. And I can't
13 recall from the earlier discussion, did you say that you are
14 prepared to offer an increment like that or not?

15 THE WITNESS: Yes, we can. And let me explain just a
16 bit. The dispute between NewSouth and BellSouth is not about
17 what increment they can order capacity in. The dispute is that
18 they ordered -- you know, they ordered essentially 225 amps
19 worth of capacity and now they find that they don't need that.
20 And so the dispute is what happens to the cost that BellSouth
21 has already incurred. Not only for the fuse bays, but for the
22 rectifiers, for the size of the cable, for the batteries in the
23 backup room, and ultimately to the size of the generator. What
24 happens to that investment if NewSouth says, well, gee, I don't
25 really need 225 amps, I need only 40 or 50. We are saying if

1 you want it changed to some other arrangement, that's fine, but
2 let us get our investment back. That is replace that cable
3 with one that goes somewhere else, and we will work with you to
4 do that.

5 CHAIRMAN JACOBS: Now, as I understand, the alternate
6 position is that they would rather not order 225, they would
7 rather order 100?

8 THE WITNESS: Well, they can order in increments as
9 little as 10 amps, but not with the arrangement that they asked
10 for and which BellSouth provided. They came straight off our
11 main power board. In your house this would be like going down
12 to the back side of the fuse box and saying attach a big heavy
13 duty cable and extend that over to their fuse bay, and we did
14 that.

15 Now they are saying, well, what we would rather you
16 did was abandon that or charge us as if we are not using 225
17 amps even though you put all of that stuff in, charge us as if
18 we are only using 40 amps. Now we are saying, we have said if
19 you want to do that, that's fine, but let's get rid of that old
20 arrangement and come off our fuse bay and go to your fuse bay
21 in increments of 10 up to 60 amps.

22 CHAIRMAN JACOBS: I see.

23 THE WITNESS: So the controversy is about what to do
24 with the investment we have already made and if we can recover
25 that.

1 CHAIRMAN JACOBS: Okay. Thank you. Redirect.

2 MS. WHITE: Yes, I just have a couple of questions.

3 REDIRECT EXAMINATION

4 BY MS. WHITE:

5 Q First, Mr. Milner, are there cost savings for an ALEC
6 who chooses assembly point versus physical collocation?

7 A Well, certainly. You know, with the assembly point
8 you can get into business much more gradually than if you order
9 and are provided a collocation arrangement.

10 Q And, second, Mr. Campen has asked you several
11 questions about Exhibit 36, which was the BellSouth trunk
12 performance group data --

13 A Yes.

14 Q -- from May through July of 2001?

15 A Yes.

16 Q And I know you were dying to respond to it and you
17 didn't get a chance, so here is my question: Please give us
18 your response to that?

19 CHAIRMAN JACOBS: See, I knew she had the skills.

20 A She would get it in, right. Well, the math is right.
21 Unfortunately, the math leads you to conclusions that says that
22 an ALEC's customer experiences call blockage far more often
23 than one of BellSouth's customers, and that is just simply not
24 so.

25 Mr. Campen's analysis suffers from the same flaws as

1 Ms. Azorsky's, and that is two or three factors. It presumes
2 that all trunk groups are alike, whether there is one trunk in
3 the group or 1,000 trunks. So here is -- and I know that is an
4 extreme situation, but let's say there are these two trunk
5 groups, one with one trunk, one with 1,000. The one with one
6 trunk group blocks half the time. This one never blocks, the
7 one with 1,000 trunks never blocks.

8 If you just said figure the percentage of trunk
9 groups and extrapolate from that, you would say half of all the
10 ALEC's customers encounter call blockage. But actually 1,000
11 times more calls get through on this bigger trunk group. So we
12 believe the better way to look at this is don't just deal
13 simply in trunk groups, and that is all this analysis was built
14 up from was that one flawed assumption that trunk groups are
15 all the same, they are not.

16 But rather aggregate all the call attempts across all
17 of these trunk groups, aggregate all the number of blocked
18 calls regardless of what, and do your math there at the
19 summation of blocked calls divided by attempted calls and you
20 come to a very, very different conclusion about the kind of
21 service enjoyed by BellSouth's customers and the kind of
22 service enjoyed by ALECs' customers.

23 If you look at our trunk group performance measure,
24 we say that really the only -- that a noticeable difference is
25 where that difference is half a percent or greater for two

1 consecutive clock hours. That has not occurred in Florida. I
2 looked back as far as August of last year and that has not
3 occurred. So you come to a completely different conclusion
4 about customer experience based on how you treat these numbers.
5 I'm not quarreling with the math, the math just leads you to
6 the wrong conclusion.

7 It also does not take into account as we talked about
8 before, the CLEC's contribution to those situations. Did they
9 increase the load and not tell us, were they ready on their
10 end. Mr. Fury acknowledged that to the extent that ALECs are
11 not ready or are unwilling to augment the trunk groups, there
12 is not a whole lot that BellSouth can do. Our posture is take
13 those situations and take them away from your analysis. Since
14 we can't control it ultimately, we ought not to be faulted when
15 calls are being blocked for which we have no recourse.

16 Q I can tell you were holding that in for a long time.
17 Do you have anything else you want to add?

18 A I will think about it and get back to you, Ms. White.

19 MS. WHITE: Thank you. We have nothing more and
20 BellSouth would move Exhibit 33, and ask that Mr. Milner be
21 excused.

22 COMMISSIONER PALECKI: I have just a couple of
23 follow-up questions to what you asked Mr. Milner.

24 MS. WHITE: Sure.

25 COMMISSIONER PALECKI: Mr. Milner, you had answered

1 that question by stating that the data is misleading and that
2 the actual calls should be -- the number of calls is what is
3 the important issue. Is it possible to do a summary sheet
4 similar to the one that you were commenting on with that
5 information?

6 THE WITNESS: Well, if I correctly understand your
7 question, Commissioner, we have already done something like
8 that. In fact, this is somewhere in all of this.

9 COMMISSIONER PALECKI: Where would I find that?

10 THE WITNESS: Well, the report, this is a rather
11 large copy. This is -- the name of the report is trunk group
12 performance aggregate, and this is one of the ones that is on
13 our website. The page I'm looking at runs from August of 2000
14 through July of this year, which is the most recent data that
15 we have. And it makes that comparison of, you know, what was
16 the blockage encountered by BellSouth, what was the blockage
17 encountered by CLECs' customers, what is the difference between
18 those experiences and is it significant or not. So we already
19 have a report like that. I will be glad to furnish this to you
20 without my notes on it, but we have already got such an
21 analysis.

22 COMMISSIONER PALECKI: I think that would be very
23 useful if we could include that as an exhibit.

24 THE WITNESS: I will be happy to.

25 CHAIRMAN JACOBS: Show that as Late-filed Exhibit 41.

1 COMMISSIONER PALECKI: Thank you. I have nothing
2 further.

3 CHAIRMAN JACOBS: We will call that trunk group
4 aggregate.

5 THE WITNESS: That's fine.

6 (Late-filed Exhibit 41 marked for identification.)

7 CHAIRMAN JACOBS: You moved Exhibit 33.

8 MS. WHITE: Correct.

9 CHAIRMAN JACOBS: Without objection, show that it is
10 admitted. AT&T, you have 34 and 35?

11 MS. AZORSKY: Yes, Mr. Chairman, we would ask that
12 those be admitted.

13 CHAIRMAN JACOBS: Without objection, show 34 and 35
14 are admitted. And, Mr. Campen, you have 36 and 37?

15 MR. CAMPEN: Yes, Mr. Chairman, thank you.

16 CHAIRMAN JACOBS: Without objection, show Exhibit 36
17 and 37 are admitted. And, Ms. Reese, you have 38 and 39?
18 Without objection, show Exhibits 38 and 39 are admitted. And
19 40 and 41 are late-filed. Thank you. You are excused, Mr.
20 Milner.

21 THE WITNESS: Thank you very much.

22 (Exhibits 33 through 39 admitted into the record.)

23 CHAIRMAN JACOBS: We will take a break and come back
24 in 15 minutes.

25 (Recess.)

1 STATE OF FLORIDA)
2 : CERTIFICATE OF REPORTER
3 COUNTY OF LEON)

4
5 I, JANE FAUROT, RPR, Chief, Office of Hearing Reporter
6 Services, FPSC Division of Commission Clerk and Administrative
7 Services, do hereby certify that the foregoing proceeding was
8 heard at the time and place herein stated.

9 IT IS FURTHER CERTIFIED that I stenographically
10 reported the said proceedings; that the same has been
11 transcribed under my direct supervision; and that this
12 transcript constitutes a true transcription of my notes of said
13 proceedings.

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

19 DATED THIS 22ND DAY OF OCTOBER, 2001.

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