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March 14, 2003

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


**Re: Docket No.: 020919-TP
Complaint of AT&T Communications of the Southern
States, LLC, Teleport Communications Group, Inc., and
TCG South Florida for Enforcement of Interconnection
Agreements with BellSouth Telecommunications, Inc.**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Beth Shiroishi, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Andrew D. Shore (KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE
DOCKET NO. 020919-TP**


I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

First Class U.S. Mail this 14th day of March 2003 to the following:

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Andrew D. Shore (LCA)

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF BETH SHIROISHI
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 020919-TP
5 March 14, 2003
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS
9 ADDRESS.
10

11 A. My name is Elizabeth R. A. Shiroishi. I am employed by BellSouth as Director,
12 Interconnection Services Marketing. My business address is 675 West Peachtree
13 Street, Atlanta, Georgia 30375.
14

15 Q. ARE YOU THE SAME ELIZABETH R.A. SHIROISHI WHO FILED DIRECT
16 TESTIMONY IN THIS CASE?
17

18 A. Yes.
19

20 Q. DOES THE EXPRESS EXCLUSION FROM THE DEFINITION OF LOCAL
21 TRAFFIC SET FORTH IN SECTION 5.3.1 OF ATTACHMENT 3 TO THE
22 INTERCONNECTON AGREEMENT REFERENCE "SWITCHED ACCESS
23 TRAFFIC" AS DEFINED IN SECTION 5.3.3, AS MR. KING CLAIMS ON
24 PAGES 10 AND 21-22?
25

1 A. No. Mr. King incorrectly claims that the exclusion of “switched access
2 arrangements” from the local traffic definition in section 5.3.1 is synonymous
3 with “Switched Access Traffic” as defined in Section 5.3.3. If that were true, the
4 exclusion would state “Switched Access Traffic as defined in Section 5.3.3.”
5 Instead, the agreement specifically provides that the exclusion is for calls that are
6 “originated or terminated through switched access arrangements.” The term
7 switched access arrangements is not the same as the specifically defined term
8 “Switched Access Traffic.”

9
10 Further, Mr. King’s theory is not logical. The exclusion from the LATAwide
11 definition of local traffic is specifically for a certain class of intraLATA traffic.
12 AT&T’s position, however, is that all calls in the LATA are local. If that were
13 correct, there would be no need for the exclusion. The language would simply
14 state that all calls in the LATA are local.

15
16 Q. DOES BELLSOUTH HAVE AN INTERCONNECTION AGREEMENT WITH
17 AT&T IN ANOTHER STATE THAT HAS A DEFINITION OF LOCAL
18 TRAFFIC WHICH INCLUDES ALL TRAFFIC THAT ORIGINATES AND
19 TERMINATES IN THE LATA?

20
21 A. Yes. As stated in my direct testimony, in the agreement that governs the parties’
22 relationship in Mississippi, the Parties agreed that all calls in the LATA would be
23 considered local. Thus, the definition simply reads, “Local Traffic means any
24 telephone call that originates and terminates in the same LATA.” Mr. King’s
25 testimony is that the language at issue in the Florida agreement, which

1 specifically excludes traffic that originates or terminates over switched access
2 arrangements, means the same thing as the broader Mississippi definition. If that
3 were true, there would have been no reason to add the express exclusion. And
4 that is not what the contract here says, in any event.

5
6 Q. ON PAGE 11 OF HIS DIRECT TESTIMONY, MR. KING STATES “WITH
7 RESPECT TO THE DEFINITION OF ‘SWITCHED ACCESS TRAFFIC’ AS
8 SET FORTH IN SECTION 5.3.3, THIS IS THE ONLY TYPE OF TRAFFIC
9 FOR WHICH SWITCHED ACCESS CHARGES APPLY UNDER THE
10 SECOND INTERCONNECTION AGREEMENT.” PLEASE COMMENT.

11
12 A. First and foremost, switched access charges are governed and apply in accordance
13 with the terms of tariffs, in this case either BellSouth’s or AT&T’s. An
14 interconnection agreement may reference such tariffs, but those tariffs are stand-
15 alone documents that are filed and approved by the State Commission (for
16 intrastate services) or the FCC (for interstate services) and that apply pursuant to
17 their own terms. Second, consistent with BellSouth’s tariffs, the interconnection
18 agreement between BellSouth and AT&T clearly excludes from the definition of
19 “local” any call that originates or terminates through switched access
20 arrangements.

21
22 Q. PLEASE ADDRESS THE “INTERRELATED” LANGUAGE IN SECTION
23 5.3.3 AND MR. KING’S ASSERTIONS ON PAGES 11 THROUGH 16
24 REGARDING THE ALLEGED MEANING OF THAT LANGUAGE.

1 A. Section 5.3.3 states:

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Switched Access Traffic is defined as telephone calls requiring local transmission or switching service for the purpose of the origination or termination of Intrastate InterLATA and Interstate InterLATA traffic. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature group A, Feature Group B, Feature Group D, toll free access (e.g. 800/877/888), 900 access, and their successors. Additionally, if BellSouth or AT&T is the other party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other party the appropriate tariff charges for originating switched access services. The Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e, the end-to-end points of the call), shall not be compensated as Local Traffic. This Section is interrelated to Section 5.3.1.

As stated in my direct testimony, the reference to the interrelationship was added as the Parties were negotiating mutually agreeable language to deal with Voice over Internet Protocol ("VOIP"). The correspondence between the Parties at the time of negotiation regarding attachment 3 of Second Interconnection Agreement establishes that the Parties actually inserted the agreement's definition of local traffic, **WITH** the exclusion for traffic that originates or terminates through switched access arrangements, **BEFORE** Section 5.3.3 was inserted. In fact, the negotiation correspondence makes clear that Section 5.3.3 was inserted solely to deal with the issue of VOIP traffic. The issue of VOIP was raised through the context of Switched Access Traffic because that's where the disagreement centered: were VOIP transmissions switched access or not? As you can see from

1 the language, the Parties agreed to disagree on this issue. However, they agreed
2 that VOIP transmissions would not be compensated as local. Because VOIP
3 transmissions are not routed over switched access arrangements, the language
4 simply makes clear that VOIP transmissions that originate and terminate in
5 different LATAs shall not be compensated as local. This language was then
6 interrelated back to Section 5.3.1.1 because in that Section, the Parties agreed
7 that, subject to the exception of calls that originated or terminated over switched
8 access arrangements, all other calls within the LATA would be treated as local.

9
10 If the Parties had agreed for compensation purposes that local calls would be
11 anything that originated and terminated in the traditional local calling area as
12 specified in the tariff, then the VOIP language would have needed to state that
13 VOIP transmissions that originate and terminate in different local calling areas
14 would not be treated as local. The interrelationship language ensures that, if a
15 Party requested to adopt the VOIP provisions of the BellSouth AT&T agreement,
16 it would also need to adopt the definition of local traffic. If not, there could be an
17 inconsistency between the adopting carrier's definition of local traffic and its
18 application in the VOIP transmission provisions. It is very important to note that
19 the interrelationship language appears in 5.3.3, but not in 5.3.1.1. If Mr. King's
20 theory was true, the Parties would have inserted language in the local traffic
21 definition relating it to Section 5.3.3. This is not the case. Instead, the Parties
22 inserted the interrelationship language in Section 5.3.3 because of the potential
23 discrepancy described above if a carrier adopted Section 5.3.3 without 5.3.1.1.
24 However, there is no issue if a carrier wants to adopt Section 5.3.1.1 without
25 Section 5.3.3.

1 Q. PLEASE ADDRESS MR. KING'S ASSERTIONS ON PAGE 16 AND 17 THAT
2 THE EXCLUSION IN THE LOCAL TRAFFIC DEFINITION WAS AIMED AT
3 ISP-BOUND TRAFFIC AND VOIP TRAFFIC.

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5 A. It is not true. If the Parties had intended to exclude from the definition of "local"
6 VOIP or Switched Access Traffic, then that's what the Agreement would state.
7 Instead, the provision for local traffic first states that the call must be intraLATA,
8 and then applies an exclusion for anything that originates and terminates over
9 switched access arrangements as established by the State Commission or FCC.
10 Importantly, the FCC made a determination regarding the jurisdictional nature of
11 ISP-bound traffic before the Parties entered into this agreement. And since
12 BellSouth's position regarding VOIP transmissions is and always has been that
13 access charges should apply to those transmissions where the end points of the
14 call are not in the same local calling area, there was absolutely no need to add the
15 exclusion to address VOIP or ISP-bound traffic.

16
17 Q. ON PAGE 24, MR. KING STATES THAT THERE IS NOT ANY LANGUAGE
18 IN THE INTERCONNECTION AGREEMENT PROVIDING FOR THE
19 ENTITLEMENT TO CHARGE SWITCHED ACCESS RATES. PLEASE
20 COMMENT.

21
22 A. There is no reason that the interconnection agreement would address switched
23 access rates. BellSouth's tariffs, which are approved by this Commission for
24 intrastate access and by the FCC for interstate access, are the controlling
25 documents for switched access arrangements purchased from them and the traffic

1 flowing over such arrangements. As such, tariffs, and not the interconnection
2 agreement, provide for the entitlement of switched access rates.

3
4 Q. PLEASE ADDRESS MR. KING'S QUESTIONS ON PAGES 26 THROUGH 28
5 ADDRESSING THE RECIPROCITY OF THE TERMS AND CONDITIONS
6 FOR COMPENSATION OWED FOR LOCAL TRAFFIC.

7
8 A. Section 5.3.1 of Attachment 3 to the Interconnection Agreement states:

9
10 The Parties agree to apply a "LATAwide" local concept to this
11 Attachment 3, meaning that traffic that has traditionally been treated as
12 intraLATA toll traffic will now be treated as local for intercarrier
13 compensation purposes, except for those calls that are originated or
14 terminated through switched access arrangements as established by the
15 State Commission or FCC.

16
17 As stated in my direct testimony, this language is written reciprocally, and thus
18 applies to each Party equitably. To the extent that BellSouth originated or
19 terminated calls through switched access arrangements as defined in the tariff,
20 such calls would be subject to switched access and not reciprocal compensation
21 rates.

22
23 Q. ON A GOING FORWARD BASIS, CAN AT&T ELECT ANOTHER
24 DEFINITION OF LOCAL TRAFFIC IN ITS INTERCONNECTION
25 AGREEMENT WITH BELLSOUTH?

26
27 A. Yes. Section 252(i) of the Telecommunications Act of 1996 allows a carrier to
28 adopt any interconnection, service, or network element from any other effective,

1 filed and approved agreement for the remaining term of the agreement as long as
2 AT&T takes with it all interrelated rates, terms, and conditions. Thus, AT&T
3 could choose to adopt from any other filed and approved interconnection
4 agreement with BellSouth the definition of local traffic found in that agreement,
5 along with the interrelated rates, terms, and conditions.

6

7 Q. DOES THAT CONCLUDE YOUR TESTIMONY?

8

9 A. Yes.