

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T
Communications of the Southern
States, Inc. d/b/a AT&T for
arbitration of certain terms and
conditions of a proposed
agreement with BellSouth
Communications, Inc. pursuant to
47 U.S.C. Section 252.

DOCKET NO. 000731-TP
ORDER NO. PSC-01-0324-PHO-TP
ISSUED: February 6, 2001

Pursuant to Notice and in accordance with Rule 28-106.209,
Florida Administrative Code, a Prehearing Conference was held on
January 23, 2000, in Tallahassee, Florida, before Commissioner
Braulio L. Baez, as Prehearing Officer.

APPEARANCES:

MARSHA RULE, ESQUIRE 101 North Monroe ST., Suite 700,
Tallahassee, FL 32301
On behalf of AT&T of the Southern States, Inc.

R. DOUGLAS LACKEY, ESQUIRE, 150 South Monroe St., Room
400, Tallahassee, FL 32301
On behalf of BellSouth Telecommunications, Inc.

C. LEE FORDHAM, ESQUIRE, and JASON FUDGE, ESQUIRE,
Florida Public Service Commission, 2540 Shumard Oak
Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Commission Staff.

PREHEARING ORDER

DOCUMENT NUMBER-DATE

01646 FEB-60

TPSC-RECORDS/REPORTING

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

Part II of the Federal Telecommunications Act of 1996 (Act) sets forth provisions regarding the development of competitive markets in the telecommunications industry. Section 251 of the Act regards interconnection with the incumbent local exchange carrier and Section 252 sets forth the procedures for negotiation, arbitration, and approval of agreements.

Section 252(b) addresses agreements arrived through compulsory arbitration. Specifically, Section 252(b)(1) states:

(1) Arbitration. - During the period from the 135th to 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

Section 252(b)(4)(C) states that the State commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than nine months after the date on which the local exchange carrier received the request under this section.

II. CASE BACKGROUND

On April 29, 1998, this Commission issued Order No. PSC-98-0604-TP in Docket No. 960833-TP resolving the issues presented and approving the initial interconnection agreement between the parties. The Initial Agreement was a three-year agreement that expired on June 10, 2000. Upon expiration of the Initial Agreement, pursuant to its terms, the parties continued to operate under the Agreement's terms, pending adoption of a successor agreement. By letter, on January 13, 2000, AT&T requested to

renegotiate the Initial Agreement with BellSouth. The parties have continued to negotiate, but have been unable to resolve certain issues necessary for the adoption of a successor agreement. Accordingly, on June 16, 2000, AT&T filed a petition for arbitration under the Telecommunications Act of 1996. The hearing on this matter is scheduled for February 14, 2001.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

- a) Any party wishing to use any proprietary confidential business information, as that term is

defined in Section 364.183, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

- b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.
- c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.
- d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.
- e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Division of Records and Reporting's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, Florida Administrative Code, a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 50 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties and Staff has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes

the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
<u>Direct and Rebuttal</u>		
Gregory Follensbee (also adopting testimony and exhibits of Dave Talbot)	AT&T	6,7,11,12,16,27,33
Joseph Gillan	AT&T	4,5
Jay Bradbury	AT&T	23,25,30,31,32
Steven Turner (also adopting Greg Follensbee's testimony regarding Issue 33)	AT&T	33
Jeffrey King	AT&T	22
Ron Lindemann	AT&T	8
Ronald Mills	AT&T	14,19,20
John A. Ruscilli	BellSouth	4-12,16,22,23,27,33 and 34
W. Keith Milner	BellSouth	8,13-14,18-21,23 and 25
D. Daonne Caldwell	BellSouth	22
Ronald M. Pate	BellSouth	6,25,30,31 and 32

VII. BASIC POSITIONS

AT&T:

AT&T's Petition for Arbitration in this case originally included thirty-four issues in dispute between the parties. Thereafter, the parties settled some issues, agreed to consider other issues in existing generic dockets, and

withdrew others from arbitration with the agreement that they would negotiate further at a later date.

The remaining nineteen issues are extremely important to AT&T's ability to provide competitive local telecommunications services. Additionally, many smaller ALECs rely on contract provisions arbitrated by AT&T, so the Commission's resolution of these important issues will have a broad reach, affecting the future of competitive local service in Florida. In many cases, BellSouth refuses to comply with provisions of the Telecommunications Act or places unreasonable restrictions on its performance in order to hinder competition. The Commission should refuse to condone such practices, and should instead adopt the forward-looking, pro-competitive positions urged by AT&T in this docket.

BELLSOUTH:

The Commission's goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 ("1996 Act"), including the regulations prescribed by the Federal Communications Commission ("FCC"). BellSouth and AT&T have continued to negotiate in good faith, and have resolved a significant number of issues since AT&T's request for arbitration was filed with this Commission.

Nevertheless, there remain a number of issues for which the parties have not been able to reach a solution. These issues range in scope from questions about the security check, if any, that AT&T must perform on its employees who want to enter BellSouth's premises, to questions about how the parties will interconnect their respective networks. BellSouth believes that it has taken reasonable positions on the matters that remain in dispute, and that AT&T's positions on these issues will not bear close scrutiny. For the most part, these issues involve AT&T's unwillingness to pay for the services it wants, and its unrelenting desire to be in control of the entire relationship between BellSouth and AT&T. BellSouth believes that its positions represent the more balanced position and that the Commission should adopt

BellSouth's position on these issues. Testifying staff's positions are set forth in their respective testimonies.

STAFF:

Except where staff has testified, staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS

ISSUE 1: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, Section 6.1.2)

THE PARTIES HAVE STIPULATED THAT THIS ISSUE SHALL BE MOVED TO DOCKET NO. 000075-TP.

ISSUE 2: What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? (Performance Measures, Attachment 9)

THE PARTIES HAVE STIPULATED THAT THIS ISSUE SHALL BE MOVED TO DOCKET NO. 000121-TP.

ISSUE 3: Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the FPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)

**THE PARTIES HAVE STIPULATED THAT THIS ISSUE
SHALL BE MOVED TO DOCKET NO. 000121-TP.**

ISSUE 4: What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)? (UNEs Attachment 2, Section 2.7.1)

Position

AT&T:

"Currently combines" means any combination that BellSouth ordinarily combines within its network in the manner it is typically combined. "Currently combines" should not be construed to mean only those combinations that are currently installed and serving an existing customer. A restrictive reading of the term will prevent AT&T from being able to serve new customers or customers who want to change features when migrating their existing service from BellSouth to AT&T.

BELLSOUTH:

"Currently combines" means that the network elements the ALEC wants to purchase from BellSouth as a UNE combination are, in fact, physically combined and providing service to the customer that AT&T wishes to serve. Under the 1996 Act, as construed by the courts and the FCC, there is no legal basis or need for this Commission to adopt an expansive view of "currently combined" so as to obligate BellSouth to combine elements for ALECs. As the FCC made clear in its Third Report and Order, Rule 51.315(b) applies to elements that are "in fact" combined. The FCC declined to adopt the definition of "currently combined," that would include all elements "ordinarily combined" in the incumbent's network, which is the essence of AT&T's position on this issue.

STAFF:

Staff has no position at this time.

ISSUE 5: Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements?

Position

AT&T:

BellSouth should not be permitted to administer a glue charge. BellSouth has a legal obligation to provide AT&T with combinations of unbundled network elements that it currently combines at cost based rates. The glue charge is an attempt by BellSouth to obtain an additional profit which is already provided for in the cost based rates.

BELLSOUTH:

As stated in response to Issue 4, BellSouth has no legal obligation to combine unbundled network elements that are not already combined and serving existing customers. Even though it is not obligated to combine such elements, it is willing to do so for AT&T or any other ALEC provided that BellSouth is paid a fair market price for the service it performs. The difference between this market price and the cost of the individual elements has been referred to as a 'glue' charge.

STAFF:

Staff has no position at this time.

ISSUE 6: Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs, Attachment 2, Section 2.11)

Position

AT&T:

As stated in the joint stipulation filed on December 22, 2000, the only issue in dispute is whether BellSouth may apply termination charges to AT&T when AT&T converts the billing for

special access services to billing for combinations of unbundled network elements. AT&T should be allowed to convert special access services to combinations of unbundled network elements without payment of a penalty or termination liability charge. The only cost incurred by BellSouth for this conversion is the activity of changing billing systems to process the conversion request without any service outage or physical labor

BELLSOUTH:

Upon request by AT&T, BellSouth will convert services currently purchased on a month-to-month basis by AT&T to UNES or UNE combinations at a record change charge. To the extent possible, BellSouth will effect such conversions on a mechanized basis. As to services provided to AT&T under a volume and term agreement or other contract basis, upon request, BellSouth will convert the services to UNES or UNE combinations upon AT&T's payment of the appropriate early termination liabilities set forth in the volume and term agreement or contract.

STAFF:

Staff has no position at this time.

ISSUE 7: How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3)

Position

AT&T:

Each party should be financially responsible for the total costs incurred when one of its customers makes a local or intraLATA toll call that terminates on the network of the other party. The Commission should deny the request of BellSouth to shift the cost of the facilities used to originate BellSouth local or intraLATA toll traffic to AT&T.

BELLSOUTH:

BellSouth offers interconnection in compliance with the requirements of the FCC rules and regulations and with any state statute or regulation. Interconnection for AT&T's originating traffic must be accomplished through at least one interface within the BellSouth LATA and may be at an access tandem or local tandem. BellSouth, at its option, may designate one or more interfaces in each LATA for the delivery of its originating traffic to AT&T. When a call originates and terminates in the same local calling area, but due to AT&T's network design, AT&T requires that BellSouth transport the call out of the local calling area to AT&T's interconnection point, AT&T should compensate BellSouth for its transport costs. BellSouth should not be required to incur additional unnecessary costs as a result of AT&T's network design.

STAFF:

Staff has no position at this time.

ISSUE 8: What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? (UNEs, Attachment 2, Section 5.2.5)

Position

AT&T:

In multi-unit situations, there should be a single point of interconnection that is fully accessible by AT&T technicians thereby permitting AT&T to have direct access to the end user customer. The insertion of an additional, intermediate terminal is unnecessary and only inflates the costs. Consequently, the intermediate terminal creates additional barriers to provide service to customers in a multi-unit environment. Also, AT&T should have access to the first pair

of network terminating wire when a customer is acquired, not just to the first "available" pair.

BELLSOUTH:

Upon request from an ALEC to gain access to BellSouth's facilities in garden-style apartments, BellSouth will create a separate access terminal and will prewire all pairs in the garden terminal to the access terminal. An ALEC wanting to serve a customer in the garden-style apartment would build its own terminal at that location and wire its cable pair to the appropriate prewired location on the access terminal. For high rise buildings, where complete prewiring of such separate access terminals is not feasible, BellSouth will create a separate access terminal and will prewire the requested pairs from its own terminal to the access terminal as it receives orders from the ALEC for service. These arrangements will allow the ALECs to have complete access to these buildings, without jeopardizing existing service to BellSouth's other customers. BellSouth has proposed cost-based rates for this access in FPSC Docket No. 990649-TP that will apply to these activities.

STAFF:

Staff has no position at this time.

ISSUE 9: Should BellSouth provide local circuit switching at UNE rates to allow AT&T to serve the first three lines provided to a customer located in Density Zone 1 as determined by NECA Tariff No. 4 in effect on January 1, 1999 ("Density Zone 1")?

... THIS ISSUE HAS BEEN WITHDRAWN.

ISSUE 10: Should BellSouth preclude AT&T from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing AT&T customer with 1-3 lines

increases its lines to 4 or more? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)

THIS ISSUE HAS BEEN WITHDRAWN.

ISSUE 11: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)

Position

AT&T:

BellSouth should be precluded from aggregating multiple locations to determine whether or not AT&T has exceeded the three-line limit when a customer includes all such locations on the one bill the customer receives from BellSouth. AT&T does not have any other economically viable options to serve such customers unless BellSouth provides unbundled local switching. Furthermore, if BellSouth can aggregate customer locations to determine if it is required to provide UNE switching, it would undermine the FCC policy of encouraging competition and would only serve to raise AT&T's entry costs and limit the scope and quality of service costs.

BELLSOUTH:

All of the lines provided to an end-user customer, including those at every end user location (where an end user has multiple locations), can be aggregated to relieve BellSouth of its obligation to provide circuit switching at UNE rates. The FCC rule is clear that, if BellSouth has met the regulatory requirements and AT&T's customer has responsibility for 4 or more lines, all within the confines of Density Zone 1 in a top 50 MSA, then BellSouth does has no statutory obligation to provide AT&T with access to unbundled circuit switching].

STAFF:

Staff has no position at this time.

ISSUE 12: Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, Section 1.3)

Position

AT&T:

The FCC has determined in CFR 51.711(a)(3) that an ALEC must only show that a switch serves a geographic area comparable to the area served by the ILEC in order to be able to charge the tandem interconnection rate when terminating local or long distance traffic. All of AT&T's switches used to provide local service in the state of Florida serve an area comparable to the area served by BellSouth's tandem switches. Accordingly, AT&T is entitled to charge BellSouth the tandem interconnection rate.

BELLSOUTH:

AT&T must demonstrate to the Commission that (1) its switch serves a geographic area comparable to the area served by BellSouth's tandem switch and (2) its switch performs functions similar to those performed by BellSouth's tandem switch in order to qualify for the tandem switching rate. Simply having switches that are "capable" of serving a comparable geographic area or are "capable" of performing tandem switching functions is not sufficient evidence.

STAFF:

Staff has no position at this time.

ISSUE 13: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? (UNEs, Attachment 2, Section 3.11.2)

THIS ISSUE HAS BEEN WITHDRAWN.

ISSUE 14: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, Section 3.8 et seq.)

Position

AT&T:

BellSouth should be required to (a) perform a loop facilities check and connecting facility assignment check prior to issuing a firm order confirmation (FOC) on the time specific hot cut; (b) issue a jeopardy notice instead of a clarification after the FOC has been issued; and (c) notify AT&T 48 hours in advance of the hot cut that all of the necessary central office work has been completed and the hot cut can proceed as scheduled. BellSouth should also be required to comply with the agreed procedures for notifying AT&T of hot cut completion.

BELLSOUTH:

The coordinated cut-over process proposed by BellSouth ensures accurate, reliable and timely cut-overs. Nevertheless, AT&T wants BellSouth to move a step - the facilities check - that occurs during the provisioning phase of completing an order to the pre-ordering phase of placing an order. AT&T also wants BellSouth to hold an order's place in the provisioning cycle when AT&T makes an error in a facilities assignment. Finally, AT&T wants BellSouth to notify AT&T 48 hours before a scheduled "hot cut" as to whether the cut will occur as scheduled. Doing a facilities check during the pre-ordering phase would require a significant change in BellSouth's

processes, and the result AT&T is attempting to achieve can be accomplished by AT&T itself if it keeps proper records. Holding an erroneous order while AT&T determines what it wants to do with the order disrupts the flow of service to other ALECs and to BellSouth's retail customers. With regard to the third sub-issue that remains open, BellSouth's position is that a call should be made to AT&T when BellSouth knows that the hot cut will occur as scheduled, but that call should be made in the 24-48 hour period before the scheduled cut, so that BellSouth will have an additional 24 hours to attempt to complete the cut on time if there is a problem with the order.

STAFF:

Staff has no position at this time.

ISSUE 15: When a local call originates on the facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call?

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 16: What is the appropriate treatment of outbound voice calls over Internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.9)

THE PARTIES HAVE STIPULATED THAT THIS ISSUE SHOULD BE MOVED TO DOCKET NO. 000075-TP.

ISSUE 17: In calculating Percent Local Usage (PLU) for purposes of reciprocal compensation, should AT&T be allowed to report

**the Traffic on a monthly, rather than quarterly, basis?
(Local Interconnection, Attachment 3, Section 6.1.11)**

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 18: What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, Section 6.4).

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 19: When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other ALEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, Section 1.6)

Position

AT&T:

AT&T should be allowed to directly connect to BellSouth's network when the parties have condominium arrangements in Florida. When AT&T is in a condominium arrangement, AT&T should also be allowed to connect to facilities of other ALECs in BellSouth's collocation space. These measures would conserve valuable collocation space as well as reduce the costs and the delays associated with collocation that would prevent AT&T from serving local customers.

BELLSOUTH:

AT&T should not be allowed to purchase cross connect facilities in such circumstances. AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC's regulations or that which is necessary. AT&T simply wishes to take advantage of its former

corporate ownership of BellSouth. BellSouth's agreement to AT&T's terms would result in BellSouth providing AT&T with more favorable treatment than other new entrants.

STAFF:

Staff has no position at this time.

ISSUE 20: Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T? (Collocation, Attachment 4, Section 11.1, 11.2, 11.4, 11.5)

Position

AT&T:

BellSouth may impose only "reasonable" security measures to ensure network reliability. BellSouth has not established that a statewide criminal history records check is reasonable or necessary. BellSouth has other security arrangements such as cameras, separate building entrances and monitoring equipment that accomplish the same purpose and are far less intrusive and burdensome upon AT&T. In addition, there have been zero reports from BellSouth of any ALEC causing damage to BellSouth's property.

BELLSOUTH:

BellSouth performs criminal background checks on its employees prior to hiring and, as such, can require AT&T to do the same in order for AT&T to have unescorted access to BellSouth's central offices and other premises that house the public switched network. Such security requirements are reasonable in light of the assets being protected as well as the number of new entrants and other telecommunications carriers relying on the integrity and reliability of BellSouth's network. AT&T's offer to indemnify BellSouth for bodily injury or

property damage is not sufficient in light of the asset at risk.

STAFF:

Staff has no position at this time.

ISSUE 21: Unless otherwise specified, where Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? (Collocation, Attachment 4) (AT&T anticipates that this issue will be settled based on the FPSC's Order on Collocation in Docket Nos. 981834-TP and 990321-TP.)

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 22: What are the appropriate recurring and non recurring charges for the collocation items for which charges have not been established or are not TELRIC compliant as listed in Exhibit A to Collocation, Attachment 4 of AT&T's Proposed Interconnection Agreement. (Collocation, Attachment 4 and Exhibit A)

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 23: Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE?

Position

AT&T:

In order to avoid providing OS/DA as a UNE, at UNE prices, BellSouth must provide customized routing to ALECs to allow

them to route traffic to *alternate* OS/DA providers. BellSouth has not provided sufficient customized routing to alternate OS/DA providers, and in fact, recently withdrew a planned upgrade to its OSS that would have allowed electronic ordering of customized OS/DA routing. The Commission therefore should require BellSouth to continue to provide its own OS/DA services to AT&T as a UNE at UNE prices.

BELLSOUTH:

BellSouth has available both an AIN solution for customized routing (also referred to as selective routing) as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. AT&T participated in testing BellSouth's AIN customized routing solution. These two custom routing options provide AT&T and other ALECs with sufficient customized routing to allow BellSouth to avoid providing Operator Services/Directory Assistance as unbundled network elements. BellSouth has proposed cost-based rates for selective routing in FPSC Docket No. 990649-TP.

STAFF:

Staff has no position at this time.

ISSUE 24: Should BellSouth be required to electronically process and provision customer specific orders for OS/DA if AT&T orders an unbranded or AT&T branded platform? (Attachment 7, Sections 3.20-3.24)

PARTIES HAVE AGREED THAT THIS ISSUE HAS BEEN SUBSUMED AND INCORPORATED INTO ISSUE #25 (As a result, Issue #24 will no longer exist as a stand-alone issue.)

ISSUE 25: What procedure should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure

**and Customer Specific Provisioning? (Attachment 7,
Sections 3.20 - 3.24)**

Position

AT&T:

The Commission should require BellSouth to provide AT&T with ordering capability that will allow AT&T to place individual customer orders electronically, utilizing a single region-wide indicator for each routing option. The orders should flow through, and AT&T should not be required to place line class codes on any order, nor should AT&T be required to place any indicator on orders when only one arrangement exists in a given footprint area. BellSouth should be ordered to provide these capabilities within 6 months of the Commission's order.

BELLSOUTH:

BellSouth is not opposed to AT&T making a one-time designation to BellSouth to have all of AT&T's end user calls routed to the appropriate OS/DA platform. If AT&T does so, subsequent local service requests (LSR) for that default routing can be submitted without requiring that the line class codes necessary to route the traffic properly actually be entered on the LSR by AT&T's service representatives. AT&T, however, refuses to make a single designation and seeks instead a variety of OS/DA routing plans, which cannot be handled by a single default plan. In the absence of providing a default routing plan, AT&T should be required to populate the appropriate line class code on the LSR submitted to BellSouth.

STAFF:

Staff has no position at this time.

ISSUE 26: May the Interconnection Agreement contain conditions on the purchase of any BellSouth exchange?

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 27: Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement?

Position

AT&T:

Without formal procedures established by the Commission for a rocket docket, a third party arbitrator could expeditiously resolve complaints under the interconnection agreement. Arbitration would allow the Commission to address important policy matters rather than commercial disputes between parties.

BELLSOUTH:

BellSouth should not be precluded from petitioning the Commission for resolution of disputes under the Interconnection Agreement. BellSouth has had experience with commercial arbitration in the resolution of disputes under interconnection agreements negotiated pursuant to 47 USC §252 and has found such arbitrations to be expensive and unduly lengthy in nature. Furthermore, under the 1996 Act, if the Commission chooses to participate in the arbitration process, the Commission is charged with resolving disputes brought before it and it cannot delegate that responsibility without the concurrence of the parties.

STAFF:

Staff has no position at this time.

ISSUE 28: What is the proper time frame for either party to render bills for overdue charges? (Billing & Recording, Attachment 6, Section 1.2.3)

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 29: What are the proper parameters sufficient to prevent fraudulent billing for reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.2)

PARTIES HAVE SETTLED THIS ISSUE.

ISSUE 30: Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7, Exhibit A)

- a) introduction of new electronic interfaces?
- b) retirement of existing interfaces?
- c) exceptions to the process?
- d) documentation, including training?
- e) defect correction?
- f) emergency changes (defect correction)?
- g) an eight step cycle, repeated monthly?
- h) a firm schedule for notifications associated with changes initiated by BellSouth?
- I) a process for dispute resolution, including referral to state utility commissions or courts?
- j) a process for the escalation of changes in process?

Position

AT&T:

The Change Control Process does not currently include provisions that are adequate for handling the above situations. AT&T has proposed language in Exhibit JMB-2 (with which other ALECs have concurred) that addresses each of these situations. The Commission should correct deficiencies in the current Change Control Process by adopting the revised version of the CCP found in Exhibit JMB-10 in the context of whatever is the most current version of the Change Control document

BELLSOUTH:

BellSouth's basic position is that the change control process, which is used to manage changes to and the operation of the interfaces that ALECs use to access BellSouth's operational support systems, is very important, but is regional in nature and should not be addressed by an individual commission. Even with that caveat, however, there is already a detailed documented process for dealing with all of the sub-issues AT&T has raised, and that process should be allowed to operate unhindered by individual arbitrations between two participants in the change control process. Specifically, the current version of the change control process, which is a living document with more changes currently being addressed, makes provision for every issue that AT&T has raised. While any process can be improved as more knowledge is gained, changes should only be addressed in a forum where all affected ALECs across the region can participate, not in this arbitration.

STAFF:

Staff has no position at this time.

ISSUE 31: What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)

- a) parsed customer service records for pre-ordering?
- b) ability to submit orders electronically for all services and elements?
- c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?

Position

AT&T:

- (a) parsed customer service records for pre-ordering?

The Customer Service Record (CSR) information currently provided by BellSouth does not allow AT&T reliably to automatically populate its service orders. AT&T needs parsed CSRs in order to fully integrate its ordering systems with BellSouth's and to obtain the functionality now available to BellSouth. Parsing rules have been available in industry standards since the publication of the LSOG3/TCIF9 guidelines in July, 1998.

(b) ability to submit orders electronically for all services and elements?

(c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?

This Commission has found that BellSouth should provide electronic interfaces that require no more manual or human intervention than that involved when BellSouth performs a similar function for itself. BellSouth currently enjoys the ability to submit electronic orders for all services and elements, which are processed electronically, without subsequent manual handling. The Commission therefore should order BellSouth to provide this same functionality to AT&T within 12 months of the Commission's order.

BELLSOUTH:

BellSouth will address each of the sub-parts of this issue, but would note that only the issue addressed in the first sub-part has actually been submitted to the change control process. Where the issue has been submitted to the change control process, it should be allowed to be resolved through that process rather than in an arbitration between only two of the parties to the change control process.

(a) This subpart is before the CCP. A CCP Change Request was submitted by AT&T requesting a parsed customer service record via TAG. Planning and analysis on this issue has begun in the change control process, but it is not yet complete. In the meanwhile, BellSouth currently provides the ALECs a stream of data via TAG that is sufficient to allow the ALECs to parse information received from

BellSouth for themselves. This data is provided to the ALECs in a manner that is consistent with the way the data is provided to BellSouth's retail units.

- (b) This issue is not presently pending in the change control process. There are two ways that ALECs can order access to unbundled network elements from BellSouth. Those orders can be submitted electronically, and this applies to the vast majority of orders. For others, particularly complex orders, the orders must be submitted manually. AT&T wants, without regard to the cost or effort involved, for every order to be able to be submitted electronically. This is not required in order to provide nondiscriminatory access to UNEs. For instance, BellSouth's complex orders for its retail customers are submitted manually. Moreover, the FCC has already recognized that some orders, whether because of their complexity or for other reasons, will be submitted manually and not electronically, and has not found this to be discriminatory.
- (c) For those orders that AT&T can submit electronically, some subsequently fall out for manual handling. This may occur for any number of reasons, including such things as related orders, orders requesting expedited treatment and the like. The FCC in its orders allowing Bell Atlantic and SBC into the interLATA market, specifically recognized that some orders would fall out for manual handling and evidently concluded that this did not constitute discriminatory treatment.

STAFF:

Staff has no position at this time.

ISSUE 32: Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7)

Position

AT&T:

None of BellSouth's repair and maintenance interfaces currently provide competitors with OSS functionalities equivalent to BellSouth's own capabilities. The Commission should order BellSouth to provide equivalent access to AT&T by making available the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA.

BELLSOUTH:

BellSouth has provided AT&T with complete and nondiscriminatory access to TAFI. BellSouth has also provided AT&T with nondiscriminatory access to ECTA. AT&T's problem is that ECTA, which can be integrated into AT&T's own computer systems, does not have the precise functionality of TAFI, which cannot be integrated into AT&T's systems. BellSouth has provided AT&T with the exact same access to these systems that BellSouth has, and BellSouth is under no requirement to either rewrite ECTA to include all of the functionality of TAFI or to create an entirely new application with that functionality. The FCC in its Bell Atlantic and SBC orders has specifically considered this issue and has rejected AT&T's position.

STAFF:

Staff has no position at this time.

ISSUE 33: Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination and if so, under what rates, terms, and conditions? (UNE's, Attachment 2, Section 3.10)

Position

AT&T:

Any purchaser of local loops from BellSouth, including purchaser of loops in combination with switch port, should be allowed to use the loop in providing both voice and data at the same time. There are no technical constraints to this arrangement. The Commission's ordering of such arrangements will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.

BELLSOUTH:

BellSouth is only obligated to permit AT&T to share the spectrum on an unbundled loop when BellSouth provides voice service over the facilities. BellSouth is not obligated to participate in a process that will enable AT&T to share the spectrum on a loop/port combination that AT&T has purchased from BellSouth, although AT&T may use its own resources to split that loop with another carrier. When AT&T purchases the loop/port combination, BellSouth is no longer the voice provider.

STAFF:

Staff has no position at this time.

ISSUE 34: What are the appropriate rates and charges for unbundled network elements and combinations of network elements? (The parties anticipate that the rates and charges will be resolved in the generic UNE Cost docket, Docket No. 990649-TP.)

Position

AT&T:

Except for line sharing rates, this issue has been deferred pending the outcome of Docket No. 990649-TP.

BELLSOUTH:

Except for line sharing rates, the parties have agreed to defer this issue pending the outcome of FPSC Docket No. 990649-TP.

STAFF:

Staff has no position at this time.

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	_____	BellSouth line
		(JMB-1)	class code,
		_____	OLNS, and AIN
		(JMB-2)	hubbing method
		_____	OS/DA Ordering
_____	(JMB-3)	_____	BellSouth
_____	(JMB-4)	_____	letter and
_____	(JMB-5)	_____	proposed line
_____	(JMB-5)	_____	class code
_____	(JMB-5)	_____	language
_____	(JMB-5)	_____	Version 8.0
_____	(JMB-5)	_____	requirements
_____	(JMB-5)	_____	review language
_____	(JMB-5)	_____	10/16 OLNS
_____	(JMB-5)	_____	minutes

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	<hr/> (JMB-6)	Georgia PSC Docket No. 1 1 8 5 3 - U transcript
		<hr/> (JMB-7)	Georgia PSC Docket No. 1 1 8 5 3 - U BellSouth late filed exhibits and October 25, 2000 change control process monthly status meeting minutes
		<hr/> (JMB-8)	Letter from FCC to US West
		<hr/> (JMB-9)	Illustration of change control process
		<hr/> (JMB-10)	AT&T's proposed change control p r o c e s s language
		<hr/> (JMB-11)	BellSouth's change review prioritization ranking
		<hr/> (JMB-12)	E m a i l correspondence b e t w e e n BellSouth and A T & T r e : escalation of OSS issues and problems

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	<hr/> (JMB-13)	BellSouth change request form for EDI / LNP ordering
		<hr/> (JMB-14)	Revision to issue cross reference
		<hr/> (JMB-15)	Email correspondence between BellSouth and AT&T re: CLEC input change control process
		<hr/> (JMB-16)	BellSouth July 26, 2000 change control process monthly status meeting minutes
		<hr/> (JMB-17)	Equivalent ordering functionality
		<hr/> (JMB-18)	BellSouth ordering methodology
		<hr/> (JMB-19)	CLEC service requests to service orders illustration
		<hr/> (JMB-20)	Flow through data
		<hr/> (JMB-21)	Percent maximum one-touch CLEC orders

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	_____ (JMB-22)	Flow through measure results comparison
		_____ (JMB-23)	C L E C L S R information
		_____ (JMB-24)	FCC Ex Parte CC Docket No. 98-121 re: maintenance and repair with testimony
		_____ (JMB-25)	I n t e g r a t e d maintenance process with BellSouth
		_____ (JMB-26)	Letter from BellSouth to F C C re: Louisiana II Order
		_____ (JMB-27)	Letter and illustration to FCC from AT&T re: CC Docket No. 98-121 and maintenance and repair issues
		_____ (JMB-R1)	North Carolina Testimony excerpt, Ron. M. Pate, May 26, 2000

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	<hr/> (JMB-R2)	E - m a i l s r e g a r d i n g B e l l S o u t h ' s f a i l u r e t o p r o v i d e e l e c t r o n i c O S / D A o r d e r i n g
		<hr/> (JMB-R3)	M i l n e r A f f i d a v i t , N o v e m b e r 21, 2000, G e o r g i a D o c k e t s 6863-U a n d 7253-U
		<hr/> (JMB-R4)	S p r i n t & M C I C C P e - m a i l s r e g a r d i n g C C P d e f i c i e n c i e s
		<hr/> (JMB-R5)	M a r c h 23, 2000, E I C C P M i n u t e s
		<hr/> (JMB-R6)	R e l e a s e 9 U s e r R e q u i r e m e n t s M e e t i n g M i n u t e s , a s s o c i a t e d C h a n g e R e q u e s t s a n d e - m a i l s r e g a r d i n g f e a t u r e r e m o v a l s
		<hr/> (JMB-R7)	B e l l S o u t h C h a n g e R e q u e s t s i m p l e m e n t e d o u t o f p r o c e s s

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	<u>(JMB-R8)</u>	September 27, 2000 Monthly S t a t u s / Prioritization Meeting Minutes
		<u>(JMB-R9)</u>	October 17, 2000 CCP-PI Minutes
		<u>(JMB-R10)</u>	October 27, 2000 ALEC Meeting Minutes
		<u>(JMB-R11)</u>	November 1, 2000 CCP-PI Minutes
		<u>(JMB-R12)</u>	BLS December 5, 2000 Red-Line Response to ALEC requested changes
		<u>(JMB-R13)</u>	ALEC e-mails r e g a r d i n g August 23, 2000 baseline vote
		<u>(JMB-R14)</u>	August 23, 2000 Monthly Status Meeting Minutes
		<u>(JMB-R15)</u>	BellSouth's letter refusing to manually enter any further CNAM data

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T		BellSouth's letter refusing to take any further action to proactively eliminate potential telephone number reassignments
		<hr/> (JMB-R16)	
			Georgia xDSL OSS Testimony, Ronald M. Pate, Docket No. 11900-U
		<hr/> (JMB-R17)	
			Florida Third Party Test Exception 9 and BellSouth Response
		<hr/> (JMB-R18)	
			Change Control Logos as of December 20, 2000
		<hr/> (JMB-R19)	
			September 18, 2000 Release 8.0 Meeting Minutes regarding Parsed CSRs
		<hr/> (JMB-R20)	
			BLS Parsed CSR Implementation Schedule published December 5, 2000
		<hr/> (JMB-R21)	

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	<hr/> (JMB-R22)	BellSouth's DL Form requiring listed name in multiple fields
		<hr/> (JMB-R23)	AT&T/BellSouth Mechanization Project Minutes
		<hr/> (JMB-R24)	BellSouth's response in LA Docket U-22252 showing all BLS retail services electronically ordered
		<hr/> (JMB-R25)	North Carolina Arbitration Transcript excerpt, cross of Ronald M. Pate, August 2, 2000
		<hr/> (JMB-R26)	Georgia Arbitration Transcript excerpt, cross of Ronald M. Pate, October 31, 2000
		<hr/> (JMB-R27)	Deposition transcript, Douglas W. McDougal, July 28, 2000
		<hr/> (JMB-R28)	BellSouth SQM Flow-through pages

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jay Bradbury	AT&T	_____	Deposition transcript excerpt, Ronald M. Pate, July 20, 2000
		(JMB-R29)	
		_____	E - m a i l s regarding LCSC October Load
		(JMB-R30)	
		_____	May - October Flow-through Data Summary
		(JMB-R31)	
		_____	May - October Flow-through Trend Data
		(JMB-R32)	
		_____	AT&T VS ALEC Aggregate Flow-through Results Comparison, May-OCTOBER
		(JMB-R33)	
David Talbott (by Follensbee)	AT&T	_____	Depiction of Bell South network architecture
		(DLT-1)	
		_____	Depiction of AT&T network architecture
		(DLT-2)	
		_____	P r e - Telecommunications ACT typical local call and cost assignment for each portion of network used
		(DLT-3)	

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
David Talbott	AT&T		P o s t - Telecommunicati ons Act typical local call and cost assignment for each portion of networks used proposed by AT&T
		<hr/>	(DLT-4)
			P o s t - Telecommunicati ons Act typical local call and cost assignment for each portion of networks used proposed by BellSouth
		<hr/>	(DLT-5)
			TGC switches serving Florida
		<hr/>	(DLT-6a)
	AT&T switches serving Florida		
		<hr/>	(DLT-6b)
		<hr/>	(DLT-6c)
			B e l l S o u t h tandems serving Florida
Joseph Gillan	AT&T		Chart Effect of U N E Combinations on Competition
		<hr/>	(JPG-1)
		<hr/>	(JPG-2)
			Stock values of CLECs and IXCs

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Joseph Gillan	AT&T	(JPG-3)	U S West Communications v. M F S Intelenet, 193 F.3d 1112 (9 th Cir. 1999)
		(JPG-4)	Southwestern Bell Telephone Co. v. Waller Creek Communications, Inc., et. al., 221 F.3d 812 (5 th Cir. 2000)
Jeffrey King	AT&T	(JAK-1)	Collocation rates proposed by AT&T
		(JAK-2)	Cost analysis supporting AT&T's proposed rates for the Space Availability Report
Ron Lindemann	AT&T	(RL-1)	Schematic of AT&T Wiring Closet and Garden Terminal Proposals
		(RL-2)	BellSouth CLEC Information Package
		(RL-3)	Schematic of BellSouth Serving Arrangements

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Ronald Mills	AT&T	_____	Hot Cut video
		(RWM-1)	
		_____	Illustration of Facilities Check Process
		(RWM-2)	
Steven Turner	AT&T	_____	AT&T Proposed Hot Cut Language
		(RWM-3)	
		_____	Illustration of Jeopardy vs. Clarification Process
		(RWM-4)	
		_____	Resume
		(SET-1)	
		_____	List of testimony
		(SET-2)	
_____	BellSouth Ex Parte Filing		
(SET-3)			
_____	C r u z Supplemental Affidavit		
(SET-4)			
_____	Milner TN transcript reference		
(SET-5)			
_____	Milner NC transcript reference		
(SET-6)			
_____	Milner NC transcript reference		
(SET-7)			
_____	I l l i n o i s Arbitration Order		
(SET-8)			

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Steven Turner	AT&T	_____	Paul K. Mancini
		(SET-9)	letter to Strickling
		_____	Ex Parte from Russell to Salas dated 6/13/00
John A. Ruscilli	BellSouth	_____	Diagram taken from BellSouth testimony in Georgia
		(SET-11)	
		_____	Florida Prices B S T / A T & T Interconnection Agreement
John A. Ruscilli	BellSouth	(JAR-1)	
		_____	Special Access S e r v i c e Conversions
		(JAR-2)	
John A. Ruscilli	BellSouth	_____	(Revised)-Local Call Flows
		(JAR-3)	
		_____	Illustrations of Serving arrangements and access
W. Keith Milner	BellSouth	(WKM-1)	
		_____	Loop Cutover Process
		(WKM-2)	
		_____	Coordinated Hot Cut process Flow
W. Keith Milner	BellSouth	(WKM-3)	
		_____	E l e c t r o n i c Coordinated Hot Cut Process Flow
W. Keith Milner	BellSouth	(WKM-4)	

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
W. Keith Milner	BellSouth	_____	Most recent Coordinated Hot Cut Process Flow
		(WKM-5)	
		_____	BST Methods and Procedures for Hot Cuts
D. Daonne Caldwell	BellSouth	(WKM-6)	
		_____	Letter relating to CFA Audit
D. Daonne Caldwell	BellSouth	(WKM-7)	
		_____	Cost Study Results (Proprietary)
Ronald M. Pate	BellSouth	(DDC-1)	
		_____	Glossary
		(RMP-1)	
		_____	Change Control Process Version 2.0
		(RMP-2)	
		_____	EICCP Steering Committee Meeting Minutes
Ronald M. Pate	BellSouth	(RMP-3)	
		_____	Carrier Notification Letter SN91081679
		(RMP-4)	
Ronald M. Pate	BellSouth	_____	Carrier Notification Letter SN91081733
		(RMP-5)	
		_____	June 26, 2000 CCP Monthly Status Call Minutes
		(RMP-6)	

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Ronald M. Pate	BellSouth	<hr/> (RMP-7)	August 23, 2000 CCP Monthly Status Call Minutes
		<hr/> (RMP-8)	July 26, 2000 CCP Monthly Status Call Minutes
		<hr/> (RMP-9)	October 17, 2000 CCP P r o c e s s Improvement Meeting Minutes
		<hr/> (RMP-10)	I n t e r i m Document, Version 2.0, with AT&T's P r o p o s e d Changes
		<hr/> (RMP-11)	CCP Document, Version 2.0, with AT&T's P r o p o s e d Changes
		<hr/> (RMP-12)	Type System Outages posted on the CCP website
		<hr/> (RMP-13)	September 28, 1999 EICCP Enhancement Review Meeting Minutes

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Ronald M. Pate	BellSouth	<u>(RMP-14)</u>	March 29, 2000 CCP Monthly Status Call Minutes
		<u>(RMP-15)</u>	October 3, 2000 Parsed CSR Kickoff Meeting Minutes
		<u>(RMP-16)</u>	October 19, 2000 Parsed CSR Sub Team Meeting Minutes
		<u>(RMP-17)</u>	ALEC Complex Services MultiServ@ Diagram
		<u>(RMP-18)</u>	BellSouth Retail Complex Services MultiServ@ Diagram
		<u>(RMP-19)</u>	Draft Contract Language for 3 Options for OS/DA
		<u>(RMP-20)</u>	AT&T-Specific OS/DA User Requirements
		<u>(RMP-21)</u>	Carrier Notification Letter SN91082004

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Ronald M. Pate	BellSouth	_____	CCP-Document, Version 2.0 w i t h BellSouth's P r o p o s e d Changes
		(RMP-22)	
		_____	November 16, 2000 Parsed CSR S u b - T e a m Meeting Minutes
		(RMP-23)	
		_____	Percent Flow- Through Service Requests Report
		(RMP-24)	
		_____	Change Request CR0012
		(RMP-25)	

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

The parties have agreed and settled Issues: 15, 17, 18, 21, 22, 26, 28, and 29.

The parties have agreed that Issues 1 - 3, 16, and 34 will be deferred and settled by existing generic Dockets.

The Parties agree that Issues number 9 and 13 have been withdrawn.

The parties agree that Issue 24 is subsumed by and incorporated into Issue 25.

XI. RULINGS

A. Each witness shall have 5 minutes to summarize testimony, but this limit may be waived for good cause shown.

B. Each party shall have 5 minutes for opening statements.

C. On January 11, 2001, AT&T filed a Motion to Compel and Request for Expedited Order. Since the Motion was filed six weeks following the Objection by BellSouth, the Request for Expedited Order was not considered to be of paramount importance and is, at this point, rendered moot. Regarding the Motion to Compel, upon consideration, it is, hereby, granted in part and denied in part, as detailed below.

Each interrogatory subject to the Motion to Compel is listed below, followed by the ruling regarding that specific interrogatory or request for production of documents. Specifically, AT&T's Motion is granted, but limited, as to Interrogatories 28, 32, 33, and 35. AT&T's Motion is denied as to Interrogatories 25, 26, 27, 42, and Request for Production of Document Number 15, as set forth below:

INTERROGATORY 28: For each month beginning January 2000 through October 2000, across all nine BellSouth states and for Florida specifically, identify the volume of BellSouth employee input service requests that failed to be accepted by SOCS as valid service orders and thus did not reach assignable order (AO) status.

In support of its Motion, AT&T states that Interrogatory 28 is relevant to Issue 31(b) and (c). BellSouth objects to this interrogatory on the ground that the interrogatory will neither lead to the discovery of relevant evidence nor to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 28 is relevant to, or could produce information that could lead to relevant evidence in the arbitration of Issue 31(b) and (c) of this proceeding. Issues 31(b) and (c) address specific aspects of electronic processing and ordering. This interrogatory seeks to examine data on BellSouth's internal electronic processing relative to the similar functionality for

ALEC electronic processing. The volume of input service requests that did not reach AO status may benefit AT&T's analysis of this matter. There is, however, no compelling justification for AT&T's request that this interrogatory response include BellSouth's data for the entire 9 state region for purposes of support in its Florida-only arbitration. Therefore, AT&T's Motion is granted as to Interrogatory 28, but limited to Florida information only.

INTERROGATORY 32: For each month beginning May 2000 through October 2000, across all nine BellSouth states and for Florida specifically, provide the total number of ALEC trouble reports received by BellSouth by interface/process.

In support of its Motion, AT&T states that Interrogatory 32 is relevant to Issue 32. BellSouth objects to this interrogatory on the ground that the information sought in this interrogatory will neither lead to the discovery of relevant evidence nor to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 32 is relevant to, or could produce information that could lead to relevant evidence, in the arbitration of Issue 32 of this proceeding. Issue 32 addresses whether BellSouth should provide AT&T with the ability to access full functionality of certain interfaces. The current repair volume data AT&T requests could be useful in comparing the relative percentage of repair calls completed through BellSouth retail repair and ALEC repair interfaces. This data may be useful to help support AT&T's request for full TAFI and WFA functionality via EBI/ECTA, and to help support its contention that access to BellSouth maintenance and repair legacy systems is discriminatory against ALECs. There is, however, no compelling justification for AT&T's request that this interrogatory response include BellSouth's data for the entire 9 state region for purposes of support in its Florida-only arbitration. Therefore, AT&T's Motion is granted as to Interrogatory 32, but limited to Florida information only.

INTERROGATORY 33: For each month beginning May 2000 through October 2000, across all nine BellSouth states and for Florida specifically, provide the total number of BellSouth retail trouble reports received by BellSouth by interface/process.

In support of its Motion, AT&T states that Interrogatory 33 is relevant to Issue 32. BellSouth objects to this interrogatory on the ground that the information sought in this interrogatory will neither lead to the discovery of relevant evidence nor to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 33 is relevant to, or could produce information that could lead to relevant evidence, in the arbitration of Issue 32 of this proceeding. Issue 32 addresses whether BellSouth should provide AT&T with the ability to access full functionality of certain interfaces. The BellSouth repair volume data AT&T requests could be useful for comparative purposes. This data may be useful to help support AT&T's request for full TAFI and WFA functionality via EBI/ECTA, and to help support its contention that access to BellSouth maintenance and repair legacy systems is discriminatory against ALECs. There is, however, no compelling justification for AT&T's request that this interrogatory response include BellSouth's data for the entire 9 state region for purposes of support in its Florida-only arbitration. Therefore, AT&T's Motion is granted as to Interrogatory 33, but limited to Florida information only.

INTERROGATORY 35: For each month beginning May 2000 through October 2000, across all nine BellSouth states and for Florida specifically, identify the volume of BellSouth service requests for retail local exchange services and the volume of service orders (SOs) subsequently issued.

In support of its Motion, AT&T states that Interrogatory 35 is relevant to Issue 31(b) and (c). BellSouth objects to this interrogatory, stating the number of requests for service that BellSouth has received and the number of service orders it has issued have nothing to do with any issue that remains in this proceeding. BellSouth believes that the interrogatory will neither lead to the discovery of relevant evidence nor to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 35 is relevant to, or could produce information that could lead to admissible evidence, in the arbitration of Issue 31(b) and (c) of this proceeding. Issues

31(b) and (c) address specific aspects of electronic processing and ordering. Interrogatory 35 seeks to examine the correlation between BellSouth's volume of service requests, and the volume of subsequent orders BellSouth issues. Further, this information may lead to admissible evidence if AT&T proports that a disparity exists in the ALEC community when the same correlation is evaluated. however, there is no compelling justification for AT&T's request that this interrogatory response include BellSouth's data for the entire 9 state region for purposes of support in its Florida-only arbitration. Therefore, AT&T's Motion is granted as to Interrogatory 35, but limited to Florida information only.

INTERROGATORY 25: Please state whether BellSouth has a time frame for issuing clarifications, jeopardy notices, and rejections from the time of the receipt of the LSR. If yes, please provide the time frame(s) and a detailed explanation for these time frames.

In support of its motion, AT&T states that Interrogatory 25 is relevant to Issue 31(b) and (c) of this arbitration. BellSouth objects to this interrogatory and contends that AT&T is seeking information that is only relevant to issues that will be addressed in Florida's performance measurements docket and that this interrogatory will not lead to the discovery of evidence that is either relevant to or will lead to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 25 is not relevant to Issues 31(b) and (c) of this proceeding. Issues 31(b) and (c) address specific aspects of electronic processing and ordering. Interrogatory 25 seeks to examine the time frame for change control process related topics which go beyond the narrow scope of Issues 31(b) and (c) of this proceeding. Docket No. 000121-TP, which BellSouth identifies as the "performance measures docket," will address the broader scope of change control related topics such as those which are sought by AT&T in Interrogatory 25. Therefore, AT&T's Motion is denied as to Interrogatory 25.

INTERROGATORY 26: Describe in detail the methodology utilized by BellSouth to calculate the "Percent Flow Through Service Requests Report" and "LNP Percent Flow through Service Requests Report" for service requests submitted on or after September 1, 2000, including a description of any changes to that methodology that have been

implemented since that date. Include descriptions for all subsections of each report (Summary, Detail, Residence Detail, Business Detail, UNE Detail, Flow Through Error Analysis, LNP Summary, and LNP Aggregate Detail).

INTERROGATORY 42: Please describe in detail the methodology utilized by BellSouth to calculate the "Percent Flow Through Service Requests" for BellSouth's retail operations. Provide the methodology for requests placed using the Regional Negotiation System (RNS) and using the Regional Ordering System (ROS).

In support of its motion, AT&T states that Interrogatories 26 and 42 are relevant to Issues 31(b) and (c) of this arbitration. BellSouth objects to these interrogatories and contends that AT&T is seeking information that is only relevant to issues that will be addressed in Florida's performance measurements docket. Furthermore, BellSouth contends that these interrogatories will not lead to the discovery of evidence that is either relevant to or will lead to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatories 26 and 42 are not relevant to Issues 31(b) and (c) of this proceeding. Issues 31(b) and (c) address specific aspects of electronic processing and ordering. These interrogatories seek to compel BellSouth to explain in detail the methodology it uses in calculating certain "flow through" measures. While it is acknowledged that the methodology of BellSouth's calculation of "flow throughs" is important to AT&T, Interrogatories 26 and 42 go beyond the narrow scope of Issues 31(b) and (c). The proceeding in Docket No. 000121-TP, which BellSouth identifies as the "performance measures docket," should address the broader scope of the methodology for calculating "flow through" measurements and related topics such as those which are sought by AT&T in Interrogatories 26 and 42. therefore AT&T's Motion is denied as to Interrogatories 26 and 42.

INTERROGATORY 27: List, identify and describe all products or services contained in BellSouth Flow through Reports under the following categories:

- a) LNP;
- b) UNE;

- c) Business; and
- d) Residence.

In support of its motion, AT&T states that Interrogatory 27 is relevant to Issues 31(b) and (c) of this arbitration. BellSouth objects to this interrogatory and contends that AT&T is seeking information that is only relevant to issues that will be addressed in Florida's performance measurements docket. Furthermore, BellSouth contends that this interrogatory will not lead to the discovery of evidence that is either relevant to or will lead to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that Interrogatory 27 is not directly relevant to Issues 31(b) and (c) of this proceeding. Issues 31(b) and (c) address specific aspects of electronic processing and ordering. This interrogatory seeks to compel BellSouth to explain in detail the products and services, by category, which are contained in its "flow through" reports. While Interrogatory 27 examines the components of BellSouth's "flow through" reports, this topic will be under review concurrently with the "methodology" analysis that will be addressed in Docket No. 000121-TP. In like fashion to Interrogatories 26 and 42, Interrogatory 27 goes beyond the narrow scope of Issues 31(b) and (c). The generic proceeding will address the broader scope of components and methodology for calculating "flow through" measurements and reports. Therefore, AT&T's Motion is denied as to Interrogatory 27.

POD No.15: Produce any and all documents, including, but not limited to, all reports, underlying work papers and guidelines that describe or from which one can calculate the percentage of orders for BellSouth's retail business customers that flowed through BellSouth's legacy systems, without human intervention, after input to ROS by a BellSouth employee for each month from May 2000 through October 2000 inclusive.

In support of its motion, AT&T states that POD No. 15 is relevant to Issues 31(b) and (c) of this arbitration. BellSouth objects to this request and contends that AT&T is seeking information that will not lead to the discovery of evidence that is relevant nor will it lead to the discovery of admissible evidence related to the remaining issues in this proceeding.

I find that POD No. 15 is relevant to Issue 31 of this proceeding. However, it is only relevant to Issues 31(c), and not 31(b), as AT&T contends. Issue 31(b) addresses the ability to submit orders electronically for all services and elements, and Issue 31(c) examines electronic processing after electronic ordering, without manual intervention. This request seeks to compel BellSouth to produce documentation that describes, or from which one can calculate the percentage of orders for its own retail customer orders that flowed through its numerous processing ("legacy") systems without human intervention. BellSouth's responses to POD No. 15 could lead to the discovery of admissible evidence which relates to Issue 31(c), and, accordingly, AT&T's Motion will be granted as to POD No. 15, but narrowly limited to only those documents which specifically address Issue 31(c).

XIII. PENDING CONFIDENTIALITY MATTERS

BellSouth's Request for Confidential Treatment filed December 26, 2000.

BellSouth's Request for Confidential Treatment filed January 3, 2001.

BellSouth's Request for Confidential Treatment filed January 10, 2001.

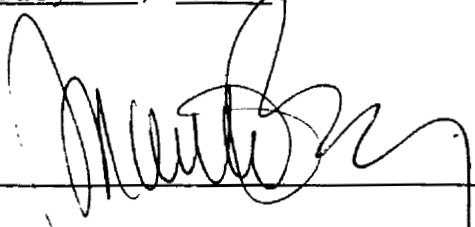
These requests will be addressed by separate Order.

It is therefore,

ORDERED by Commissioner Braulio L. Baez, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

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By ORDER of Commissioner Braulio L. Baez, as Prehearing Officer, this 6th Day of February, 2001



BRAULIO L. BAEZ
Commissioner and Prehearing Officer

(S E A L)

CLF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial

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review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.