





**P R O C E E D I N G S**

(Hearing reconvened at 9:04 a.m.)

(Transcript follows in sequence from  
Volume 6.)

**CHAIRMAN JOHNSON:** We're going to go ahead  
and go back on the record.

I think we ended the session at your  
redirect. But if there are preliminary matters we can  
attend to those.

**MS. WHITE:** I believe there are some  
preliminary matters.

**MS. BARONE:** Yes, Madam Chairman. I have  
just one preliminary matter, but I believe BellSouth  
does and I believe FCTA also has a preliminary matter.

**CHAIRMAN JOHNSON:** Okay. BellSouth.

**MS. WHITE:** Yes. Several things. BellSouth  
is bringing Mr. Scheye back for the purpose of going  
through AT&T's cross examination on their Exhibit 26.

**CHAIRMAN JOHNSON:** Okay.

**MS. WHITE:** In connection with that,  
BellSouth would ask for official recognition of Order  
No. PSC-96-1040-FOF-TL, issued on August 12, 1996.  
This is an order which discussed the audit that is the  
subject of Exhibit 26. This is a notice of proposed  
agency action. I have done my best, and can

1 discover -- as far as I can discover no one protested,  
2 it is a closed docket now. If you would like to do  
3 official recognition conditioned on confirmation that  
4 it was not protested, I can agree to that, but as far  
5 as I have been able to determine no one protested it.

6           **CHAIRMAN JOHNSON:** Okay. Could you give me  
7 the order number again?

8           **MS. WHITE:** 96-1040, dated August 12th,  
9 1996. I gave Mr. Tye a copy and Ms. Barone a copy,  
10 but I have other copies if the parties wish them.

11           **CHAIRMAN JOHNSON:** That will be fine. We'll  
12 take official recognition of that on the condition  
13 that to the extent that we find it was protested we'll  
14 resolve it at a later time.

15           **MS. WHITE:** The second item is that during  
16 Mr. Canis's cross -- Mr. Canis represents  
17 Intermedia -- during Mr. Canis cross of Mr. Scheye  
18 yesterday concerning the consultant's actions and  
19 analysis and reports concerning BellSouth's local  
20 carrier service center, Mr. Scheye mentioned several  
21 times the report, the final report that came out dated  
22 August 15, 1997. I now have copies of that report,  
23 and would like to add it to Exhibit 21, which is  
24 Mr. Scheye's deposition and late-filed deposition  
25 exhibits.

1 I have given the parties a copy of it.  
2 Unfortunately it has been brought to my attention that  
3 there may be a couple of charts missing from the  
4 report. I'm in the process of trying to get those to  
5 give to the parties. And we would allow the parties,  
6 if they have any cross of Mr. Scheye on this new  
7 document, to do that, particularly Mr. Canis because  
8 he's the one that crossed Mr. Scheye on these  
9 documents yesterday.

10 **CHAIRMAN JOHNSON:** Okay. And there's no  
11 objection to that being added to Exhibit 21 with the  
12 opportunity to cross? Okay.

13 **MS. WHITE:** I have copies for the  
14 Commissioners as well.

15 **COMMISSIONER DEASON:** When is that  
16 opportunity for cross going to be given?

17 **MS. WHITE:** We can do it now, or if the  
18 parties need a break -- I gave it to them as soon as  
19 as I came in this morning, so if they need a break to  
20 look at it, that's fine.

21 **MR. WIGGINS:** You mean Mr. Scheye's  
22 additional report, Commissioner Deason?

23 **COMMISSIONER DEASON:** I'm referring to the  
24 August 15th follow-up report that's just being handed  
25 out. Apparently there's going to be opportunity for

1 additional cross. My question is when is that cross  
2 going to take place?

3 MR. WIGGINS: I'm not ready at the moment.  
4 We just got it and it's incomplete.

5 CHAIRMAN JOHNSON: I'm sorry?

6 MR. WIGGINS: I understood it was  
7 incomplete.

8 MS. WHITE: Yes. Apparently there are a few  
9 charts missing.

10 What we can do is we can go forward with  
11 Mr. Scheye on AT&T's cross and my redirect. And if we  
12 need to bring back Mr. Scheye later on today we can do  
13 that, or if he needs to come back later in the week,  
14 if they need that much time, that's fine as well. We  
15 can make arrangements about it.

16 CHAIRMAN JOHNSON: If the parties could  
17 confer on that. I guess Mr. Wiggins has already  
18 stated he won't be prepared right now, or this  
19 morning -- but confer on how much time you'll need and  
20 then we'll determine when we may or may not need to  
21 call Mr. Scheye back.

22 MS. BARONE: If I may add to that, while  
23 you're thinking about something, it may be that Staff  
24 would need to ask a few more questions for Mr. Scheye  
25 on Friday as well, depending on the late-filed

1 exhibits. So I just want to put the parties on  
2 notice. And I've spoken with BellSouth that there may  
3 be a need for that.

4 **MS. WHITE:** Yes. And I guess that kind of  
5 also falls into the situation of maybe having to call  
6 Mr. Scheye back, depending on the Commission's ruling  
7 on the Motion to Strike, which the argument will be  
8 held tomorrow.

9 So he is available all day today, and he's  
10 not available tomorrow but he will be available Friday  
11 if need be.

12 **CHAIRMAN JOHNSON:** Any other preliminary  
13 matters?

14 **MS. BARONE:** I have one. I believe the  
15 parties do. Before we go on I can go ahead and tell  
16 you that the order that BellSouth did ask official  
17 recognition for is final.

18 **CHAIRMAN JOHNSON:** Okay. Then we will take  
19 official recognition of 96-1040, issued August 12.

20 **MS. WILSON:** Madam Chairman, the parties  
21 have agreed to stipulate the rebuttal testimony of  
22 Dr. Pat Pacey into the record. Apparently there are  
23 no questions for her. So if the Commissioners had no  
24 questions, we would like to proceed with that.

25 **CHAIRMAN JOHNSON:** Patricia Pacey?

1           **MS. WILSON:** Yes. And there were two  
2 exhibits attached to her rebuttal testimony. Exhibit  
3 PLP-1 and PLP-2. PLP-1 was a resume and PLP2 was a  
4 FCC order.

5           **CHAIRMAN JOHNSON:** You'd like for us to mark  
6 those exhibits now?

7           **MS. WILSON:** Yes, that would be fine.

8           **CHAIRMAN JOHNSON:** Okay. We'll show as  
9 Composite Exhibit 32 PLP1 and 2 identified, and you  
10 said that the parties -- no one objects to that being  
11 stipulated.

12           **MS. WILSON:** Correct.

13           **CHAIRMAN JOHNSON:** Will we insert that now  
14 into the record as though read?

15           **MS. WILSON:** That would be fine.

16           **CHAIRMAN JOHNSON:** With no objection we'll  
17 show that inserted into the record as though read.  
18 It's a little odd coming in between his --

19           **MS. WILSON:** We can do the in the order of  
20 witnesses, that's fine.

21           **CHAIRMAN JOHNSON:** Are you going to stay?

22           **MS. WILSON:** Pardon?

23           **CHAIRMAN JOHNSON:** You're going to be here  
24 for the rest of proceeding?

25           **MS. WILSON:** Yes.

1           **CHAIRMAN JOHNSON:** Why don't we do this,  
2 then, why don't we wait and then when we get to that  
3 particular witness we'll take it up at that time.

4           **MS. WILSON:** That's great.

5           **CHAIRMAN JOHNSON:** I'd like to have her  
6 exhibits closer in time, too. So let's go ahead and  
7 strike that from the record as 32. But thank you for  
8 putting us on notice and please remind me.

9           Are there any other preliminary matters?

10          **MS. BARONE:** If the parties don't, I have  
11 one more.

12          Madam Chairman, I checked the record  
13 yesterday to be sure that Exhibit 1 and 2 were moved  
14 into the record, and it's not clear that they were so  
15 I would like to have those entered into the record at  
16 this time.

17          **CHAIRMAN JOHNSON:** We'll show those entered  
18 into the record without objection.

19          (Exhibit 1 and 2 received in evidence.)

20          **MS. BARONE:** Thank you.

21          **CHAIRMAN JOHNSON:** Any other preliminary  
22 matters?

23          **MS. BARONE:** No, Madam Chairman.

24          **CHAIRMAN JOHNSON:** Should we proceed to the  
25 redirect?

1           **MS. WHITE:** No. I believe it would be --

2           **CHAIRMAN JOHNSON:** Ready for --

3           **MS. WHITE:** -- for Mr. Tye to proceed to any  
4 cross examination he has on Exhibit 26.

5           **MR. TYE:** Madam Chairman, it's my  
6 understanding that BellSouth is not going to object to  
7 the admission of Exhibit 26. If no other party plans  
8 to object to the admission of that exhibit, I think I  
9 could do without further cross of Mr. Scheye at this  
10 point. I would reserve the right to object to any  
11 matters that may be brought up on redirect that  
12 weren't addressed on cross, or in the alternative to  
13 conduct additional cross if new matters are brought  
14 up.

15           **CHAIRMAN JOHNSON:** I'm sorry. As it relates  
16 to the questions that you asked him and he answered,  
17 if she wants to recross on that --

18           **MR. TYE:** Yes, ma'am. I have no problem  
19 with that. If new matters are brought up with respect  
20 to this document, then I think I should have the right  
21 to either object or recross.

22           **CHAIRMAN JOHNSON:** We'll handle that in due  
23 course

24           **MR. TYE:** Yes, ma'am.

25           **MS. WHITE:** I think we may be there because

1 I'm real confused. I thought we were supposed to  
2 either bring Mr. Scheye back prepared to discuss this  
3 document or provide another witness.

4 We have brought Mr. Scheye back prepared to  
5 discuss this document, and if Mr. Tye has no cross  
6 examination of him, I sure want to ask him some  
7 questions about it.

8 **CHAIRMAN JOHNSON:** I think you can go ahead  
9 and proceed and ask your questions, and to the extent  
10 that they are within the realm of the issues that he  
11 raised, and he did bring forth the document and ask  
12 the questions, then we'll have no problem with that.  
13 If it's way outside the scope of something that was  
14 questioned, then I'll entertain the objection.

15 **MR. TYE:** Thank you, Madam Chairman.

16 **MS. WHITE:** Thank you. Then I will proceed  
17 to redirect.

18

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19

**ROBERT C. SCHEYE**

20 resumed the stand as a witness on behalf of BellSouth  
21 Telecommunications, Inc. and, having been previously  
22 sworn, testified as follows:

23

**REDIRECT EXAMINATION**

24 **BY MS. WHITE:**

25 **Q** Mr. Scheye, does MCI have a interconnection

1 agreement with BellSouth in Florida?

2 A Yes, they do.

3 Q Does AT&T?

4 A Yes, they do.

5 Q What about Teleport, ACSI and MFS?

6 A Yes, all of them do.

7 Q If an ALEC has an interconnection agreement  
8 with BellSouth in Florida, what does the SGAT mean to  
9 that ALEC?

10 A Basically the SGAT is meaningless because  
11 the carrier can operate under their own arbitrated or  
12 negotiated agreement.

13 Q Now, I have some questions for you about the  
14 revised SGAT. How many changes were made to the draft  
15 SGAT?

16 A There were actually two substantive changes  
17 and two that changed just a few wordings,  
18 typographical errors.

19 Q Could you describe what changes were made?

20 A Yes. The first one that was substantive was  
21 to remove reference to the term "technical  
22 feasibility" when discussing unbundled network  
23 elements. And again that was in response to the Eight  
24 Circuit clarifying that the way the FCC had used the  
25 term "technically feasibility" was inconsistent with

1 the Act, so we modified the statement accordingly.

2           The second one is probably even more  
3 substantive. The statement was modified in Section  
4 Roman Numeral II (f) to deal with the combination of  
5 unbundled network elements, basically again due to the  
6 clarification of the Eight Circuit.

7           What the statement now indicates is that  
8 BellSouth will allow carriers to combine unbundled  
9 network elements in any manner that they wish so that  
10 they can buy them all, combine them anyway which way  
11 they want; provide whatever service they want.

12           In addition, to the extent the carrier  
13 wishes BellSouth to do some form of combination on  
14 their behalf, a term, that a GLU charge, which was  
15 discussed yesterday, then, in fact, the carrier could  
16 negotiate that with BellSouth and the two parties  
17 would go forth according to whatever the negotiations  
18 allowed or require. So those are the two changes of  
19 substance, both of which are done to be perfectly  
20 consistent with the Eight Circuit's opinion.

21           Q     What were the other changes to the SGAT?

22           A     There were two changes to correct Section  
23 I(B) (7; to clarify that an ALEC was not required to  
24 use Feature Group D and this is for obtaining an 800  
25 or signaling basis; that they could use their

1 interconnection arrangements. And there was a  
2 typographical error. Where performance measures were  
3 referred to as "Attachment L" and it should have been  
4 "Attachment I."

5 Q Thank you. Mr. Scheye, Mr. Tye asked you a  
6 lot of questions regarding the discovery procedure in  
7 this case and the discovery cutoff date. Are you a  
8 lawyer?

9 A No, I'm not, fortunately.

10 Q Are you familiar with the Rules of Civil  
11 Procedure in Florida or the Commission rules regarding  
12 discovery or discovery cutoff dates?

13 A I am not.

14 Q There was also a long discussion with regard  
15 to the meaning of FCC Rule 51.315 A and B.

16 A Yes.

17 Q Are there parts of the original FCC  
18 interconnection order that explain what that rule  
19 means?

20 A Yes. Predominantly it's fairly concisely  
21 dealt with in Paragraph 295 of the FCC's original  
22 order of 9698.

23 Q And what does that order say?

24 A What the order says is -- if I can just  
25 spend a moment reading it, this is a short paragraph.

1 "Our conclusion that incumbent local exchange carriers  
2 must combine unbundled elements when so requested is  
3 consistent with the method we have adopted to identify  
4 unbundled network elements. Under our method  
5 incumbents must provide as a single combined element  
6 facilities that could comprise more than one element.  
7 This means, for example, that if the state requires  
8 incumbent LECs to provision subloop elements,  
9 incumbent LECs must still provision a local loop as a  
10 single combined element when so requested because we  
11 identify local loops as a single element in this  
12 proceeding."

13           And that's precisely what the statement does  
14 in Florida, we do provide individual subloop elements,  
15 the NID, loop distribution as an example, and we also  
16 provide the overall unbundled loop consistent with  
17 that paragraph.

18           Q     And what paragraph was that, what number?

19           A     Paragraph 295.

20           A     And from what docket?

21           A     FCC docket, the original order in

22 Docket 9698.

23           Q     Now, Mr. Tye handed you an exhibit yesterday  
24 that was identified as Exhibit No. 26. It was an ESSX  
25 audit report dated February 19, 1996 -- I think that

1 may be February 15, 1996, but be that as it may --  
2 have you had a chance to review that document as well  
3 as order No. 96-1040 of this Commission?

4 A Yes, I have.

5 Q And do you have any comments to make about  
6 that?

7 A Yes. If one looks at the Commission's order  
8 in that proceeding it tells us quite a few things.  
9 One, it indicates that these were very specialized  
10 cost studies; that they should be used only for the  
11 specific applications for which they were done. In  
12 other words, the ESSX service to these specific  
13 prisons.

14 Secondly, they indicate that the contract  
15 period identified in this particular case was a  
16 ten-year contract period with termination liability.  
17 So in other words, if the state government or the  
18 prison system disconnected the services during that  
19 period of time, they would be responsible for payments  
20 for the full ten-year period.

21 Additionally, since the original audit was  
22 done because of a question about the relationship  
23 between PBX and ESSX, the order indicates that there  
24 are quite a few differences just in trying to make a  
25 comparison between a PBX and between an ESSX, in which

1 case it's very difficult -- as a matter of fact the  
2 order uses the terms apples-to-apples comparison is  
3 very difficult in that case. So what we have is a  
4 very unique cost study done for a very unique set of  
5 situations for a state government complex which has  
6 very high density. As a matter of fact, there's also  
7 reference, in one instance there was a fiberoptic ring  
8 that went within a quarter of a mile of one of those  
9 prisons which again would all cause these costs to be  
10 less than the normal average cost we would see for an  
11 overall loop in the state of Florida. So it would not  
12 be surprising at all for the numbers to come out well  
13 below the average.

14           In further investigating the particular cost  
15 study, it was determined that study itself, or the  
16 inputs, are actually ten years old. The study was  
17 conducted using data from 1987, so the conditions  
18 under which it was conducted are quite different than  
19 they would be today.

20           In addition, the techniques used at that  
21 point in time by BellSouth were long run incremental  
22 costs as opposed to total service long run incremental  
23 costs, which were the basis for the loop study. So,  
24 again, we have quite a few differences.

25           The other thing that was indicated is again

1 the study because it's ESSX-related, typically you  
2 will find high density. In other words, ESSX service  
3 only exists when there are a lot of stations at a  
4 particular location; you get much larger cables, you  
5 get much bigger efficiency, and all of those things  
6 would have you believe or have you yield a much lower  
7 cost than you would if you simply did an average cost  
8 study across the state for all types of loop, whether  
9 they be residence or business.

10 Q Thank you.

11 MS. WHITE: Madam Chairman, I have no more  
12 redirect except for any that might come out with  
13 regard to this addition to Exhibit 21, and any further  
14 cross on anything if Mr. Scheye is brought back.

15 CHAIRMAN JOHNSON: Okay.

16 COMMISSIONER DEASON: I have a question.

17 You mentioned that the audit, that the cost  
18 information contained in the audit was long run  
19 incremental cost, not total service long run  
20 incremental cost.

21 WITNESS SCHEYE: Correct.

22 COMMISSIONER DEASON: Explain to me the  
23 difference between those two.

24 WITNESS SCHEYE: In layman's terms, a total  
25 service long run incremental cost will start with the

1 long run incremental cost and add additional loadings  
2 and other factors to it that would not be included.  
3 If one were to do that on a comparable time frame; in  
4 other words, if I did a long run incremental study  
5 today and a total service long run incremental study  
6 today I'd probably get, depending on the study,  
7 roughly a 20-plus-percent difference. If I look at a  
8 ten-year old long run incremental cost study and try  
9 to compare it to a current total service long run  
10 incremental cost study, I'd probably get a much larger  
11 variance.

12           **MR. TYE:** The witness in his answer on  
13 redirect brought up information that I think was new;  
14 it was not available yesterday. Could I ask him a few  
15 questions on that?

16           Basically yesterday he knew nothing about  
17 this. Today he knows that these studies, after  
18 further investigation last night, were based on data  
19 that's ten years old. I think I'm entitled to ask a  
20 few questions on that.

21           **CHAIRMAN JOHNSON:** I'm going to allow you a  
22 little latitude, but I'll also allow her to redirect.

23           **MR. TYE:** Thank you.

24                           **CONTINUED CROSS EXAMINATION**

25 **BY MR. TYE:**

1           Q     Mr. Scheye, you indicated that this  
2 information -- that the information on which these  
3 studies was based was 1987 information; is that  
4 correct?

5           A     Yes, sir.

6           Q     And when did you determine that?

7           A     I determined that about a hour and half ago.

8           Q     Okay. And it's your testimony then that  
9 costs could have gone up since 1987?

10          A     I didn't say necessarily that costs have  
11 gone up. One of the big differences in a BellSouth  
12 study of this type done ten years ago, or with data  
13 from ten years ago, is the difference in the mix of  
14 technology between copper and fiber optic. So, again,  
15 we have a very difficult situation in trying to make a  
16 comparison of a study using assumptions with ten-year  
17 old technology versus a study that would be done  
18 today, or the study that was used to conduct the loop  
19 study, the total service long run incremental cost  
20 study.

21                     At the time, had that study included fiber  
22 it would have actually raised the cost substantially  
23 because of the generation situation that was in effect  
24 at the time that study as done.

25          Q     Did you review these studies?

1           A     No, sir. I was not able in the time frame  
2 since we left here last night and this morning to  
3 obtain the studies. I did talk to people who were  
4 familiar with the studies and the inputs that went  
5 into the study.

6           Q     Do you know whether or not Southern Bell is  
7 still charging rates based on those studies to these  
8 customers?

9           A     I assume, since that was a ten-year  
10 contract. Now, the contract does also indicate that  
11 BellSouth has the right every two years to update  
12 those numbers to the extent that that is appropriate  
13 or necessary, so I don't know which rates they are  
14 charging currently.

15          Q     Mr. Scheye, you keep referring to go a  
16 ten-year contract. I'm looking at Page 5 of  
17 Exhibit 26 and there's mention of a 60-month basis  
18 there.

19          A     Yes.

20          Q     Isn't that five years rather than ten years?

21          A     If you look at the Commission order it  
22 indicates that the studies were done assuming a  
23 ten-year period. I'm sorry, if I said the contract  
24 was ten years -- the study assumption was a ten-year  
25 period for the study. I believe you're right, that

1 the initial termination liability as only 60 months.

2 Q You indicated if TS-LRIC loadings were used  
3 it could increase the cost; is that correct?

4 A Yes, sir, that would be correct.

5 Q Would it be safe to assume that the TSLRIC  
6 loads would increase the cost three times what you  
7 indicated it was in 1996?

8 A No, certainly not on the sole basis where  
9 one is trying to get a comparison between the \$5  
10 number and the \$17 number; that would be one of the  
11 differences. Probably a bigger difference is the fact  
12 that the total service long run incremental cost study  
13 that we're talking about the unbundled loop assumes  
14 loops all over the state, single line loops, multiline  
15 loops, et cetera. They would tend to have longer  
16 length, they would tend to be less efficient in the  
17 sense that providing a single loop is less efficient  
18 than providing the installations that have 500-plus,  
19 which you tend to find in state institutions in an  
20 ESSX kind of configuration. So that's just one of the  
21 factors.

22 Q Okay. So in doing this study you used a  
23 LRIC cost study; is that correct?

24 A When this study was done -- I didn't,  
25 obviously, but the people that conducted it did a long

1 run incremental cost study, that is correct, sir.

2 Q And for purposes of setting the loop rates  
3 in your SGAT you used TS-LRIC, is that your testimony?

4 A That's what the Commission adopted, that's  
5 correct, sir.

6 Q For the purposes of setting your loop  
7 studies in your draft SGAT, you did not do any type of  
8 deaveraging; is that correct. You have one loop cost?

9 A One loop cost for 2-wire analog, that's  
10 correct.

11 Q Now, sir, with respect to nonrecurring cost,  
12 those are the costs of hooking up these loops with  
13 respect to this ESSX service; is that correct?

14 A Yes.

15 Q Of installing the loops.

16 Is it your testimony that those nonrecurring  
17 costs would have increased during the supposed ten  
18 years that the data is out of date?

19 A Now, again, I think here, especially are the  
20 nonrecurring, we have a real sort of apples and orange  
21 situation.

22 Again, as the audit finds and the Commission  
23 Order finds, one of the advantages that apparently the  
24 government found with the ESSX installation was  
25 levelizing their expenses and levelizing their cost;

1 there was less investment associated the with the  
2 up-front arrangements as compared to PBX. Some of  
3 those could have contributed to different types of  
4 nonrecurring charges.

5           Again, and I believe the audit found, that  
6 there was some difference in the nonrecurring rate and  
7 the nonrecurring cost, but that that was going to be  
8 recovered over the entire period of the contract and,  
9 therefore, that that was okay.

10           Q     Help me understand this. A nonrecurring  
11 cost is a cost that's incurred one time, that's why  
12 it's nonrecurring; is that correct?

13           A     Yes, it certainly is.

14           Q     Now, this study -- excuse me, this audit on  
15 Page 6 of Exhibit 26 finds the nonrecurring cost to be  
16 \$19.05; is that correct?

17           A     Yes.

18           Q     And your SGAT since that nonrecurring cost  
19 at \$140; is that correct?

20           A     Yes. But, again, what I'm trying to suggest  
21 to you is we're talking about a real apple and orange  
22 here.

23                     The installation of the nonrecurring of this  
24 ESSX arrangement for a large complex of the federal  
25 government, and trying to compare that to the

1 installation of a single unbundled loop to a residence  
2 and business brings totally different types of  
3 characteristics.

4 Q But your testimony yesterday was that if I,  
5 as an ALEC want to order these same loops and  
6 provision ESSX myself, I pay \$17 per loop and \$140 per  
7 loop nonrecurring charges; is that correct?

8 A If you brought 2-wire analog loops. By  
9 comparison, just to give you -- I'm not suggesting  
10 that you purchase them; that's our decision. If you  
11 look in the statement you will find you could also by  
12 DS-1s, which is probably more in line for what you  
13 might need for a large customer. You will find that  
14 the per loop cost, since a DS-1 can handle up to 24  
15 channels, is in the range of about \$3 per month, which  
16 is a good bit cheaper than the \$5 or \$6 in this  
17 particular agreement. And that the nonrecurring  
18 charge, while it is higher than the \$140, if you break  
19 it down on a per-loop basis, is substantially less.  
20 That be would your option, of course.

21 Q Well, Mr. Scheye, is BellSouth serving this  
22 customer using loops or DS-1?

23 A DS-1s are a form of loops. DS-1 is a type  
24 of loop; 2-wire analog is a type of loop.

25 Q Is it your testimony that these customers

1 are being served using DS-1 or are they being served  
2 using the standard types of loops which are contained  
3 in your SGAT?

4       **A**       To the best of my knowledge, and, again, we  
5 found that least three of the installations have fiber  
6 going all the way into a complex rather than multiplex  
7 down. So you're talking probably DS-1 fiber optic  
8 into these actual installations. So that's the  
9 physical configuration for at least we found out three  
10 of the four prison installations.

11               **MR. TYE:** Thank you, sir. I have no further  
12 questions, Madam Chairman.

13               **CHAIRMAN JOHNSON:** Ms. White.

14               **MS. WHITE:** I have in redirect. Thank you.

15               **CHAIRMAN JOHNSON:** Okay.

16               **MS. WHITE:** I would move Exhibit 19, 20 and  
17 24.

18               **CHAIRMAN JOHNSON:** Okay.

19               **MS. BARONE:** Staff moves 21, 22 and 29  
20 through 31.

21               **CHAIRMAN JOHNSON:** Did we need to hold off  
22 on 21? Because weren't there -- we added that one  
23 document to 21.

24               **MS. WHITE:** Yes, I mean I would move that  
25 document into 21, but we can hold off on that or we

1 can do it conditionally. I don't think it matters.

2 **CHAIRMAN JOHNSON:** We'll do it conditionally  
3 and to the extent there are objections, then we'll  
4 reconsider it if necessary. I'm sorry, Staff you  
5 moved 21.

6 **MS. BARONE:** 22 and 29 through 31.

7 **MS. KAUFMAN:** Chairman Johnson, I think that  
8 29 through 31 are late-filed exhibits.

9 **CHAIRMAN JOHNSON:** They are.

10 **MS. KAUFMAN:** So we would object to moving  
11 them at this time until we have an opportunity to  
12 review them. I understand some of them will be  
13 available when Mr. Scheye takes the stand.

14 **CHAIRMAN JOHNSON:** Staff, there's an  
15 objection to moving 29 through 31 at this time.

16 **MS. BARONE:** We can wait.

17 **MR. MELSON:** MCI moves 23.

18 **MR. TYE:** Madam Chairman, AT&T moves 25, 26,  
19 I believe 27.

20 **CHAIRMAN JOHNSON:** Okay.

21 **MR. CANIS:** Intermedia moves Exhibit 28.

22 **CHAIRMAN JOHNSON:** 28. I think that takes  
23 care of all of our exhibits other than the three  
24 late-fileds. Thank you, Mr. Scheye.

25 (Exhibits 19-28 received in evidence.)

1                   **CHAIRMAN JOHNSON:** We're ready for our next  
2 witness.

3                   **MR. CARVER:** BellSouth calls Keith Milner.

4   - - - - -

5   **W. KEITH MILNER**

6 was called as a witness on behalf of BellSouth  
7 Telecommunications, Inc. and, having been duly sworn,  
8 testified as follows:

9   **DIRECT EXAMINATION**

10 **BY MR. CARVER:**

11           **Q**     Mr. Milner, would you please state your full  
12 name and your business address.

13           **A**     Yes. My name is Keith Milner. My business  
14 address is 675 West Peachtree Street, Atlanta,  
15 Georgia.

16           **Q**     By whom are you employed and in what  
17 capacity?

18           **A**     I'm employed by BellSouth  
19 Telecommunications, Incorporated as Director of  
20 Interconnection Operations.

21           **Q**     Did you cause to be prefiled in this case 41  
22 pages of direct testimony, including three exhibits?

23           **A**     Yes, I did.

24           **Q**     And did you also cause to be prefiled 39  
25 pages of rebuttal testimony?

1           A     Yes.

2           Q     Mr. Milner, do you have any changes to your  
3 direct or to your rebuttal testimony?

4           A     I have one change to my direct testimony.

5           Q     And what is that please?

6           A     It's on Page 30, at Line 11, to make a  
7 correction to the number "140 NPA/NXX codes," the  
8 correct number is "130 NPA/NXX codes."

9           Q     Do you have any other changes?

10          A     No, that's the only change.

11          Q     Mr. Milner, if I ask you the questions that  
12 appear in your prefiled testimony, would your answers  
13 be the same?

14          A     Yes, they would.

15                MR. CARVER: Madam Chairman, I'd like to  
16 request that Mr. Milner's direct and rebuttal  
17 testimony be inserted into the record as though read.

18                CHAIRMAN JOHNSON: It will be so inserted.

19                MR. CARVER: I'd like to have, please, his  
20 three exhibits marked for identification.

21                CHAIRMAN JOHNSON: Okay.

22                MR. CARVER: I believe 32 is the next  
23 number.

24                CHAIRMAN JOHNSON: Yes, sir, we're on 32.

25                MR. CARVER: He has three, I believe, all

1 together.

2                   **CHAIRMAN JOHNSON:** We'll mark it as a  
3 Composite Exhibit 32. Short title, Composite 32 WKM-1  
4 through 3.

5                   **MR. CARVER:** Thank you.

6                   (Exhibit 32 marked for identification.)  
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1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 DIRECT TESTIMONY OF W. KEITH MILNER  
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET 960786-TL  
5 July 7, 1997  
6  
7

8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
9 BELL SOUTH TELECOMMUNICATIONS, INC.

10

11 A. My name is W. Keith Milner. My business address is 675 West  
12 Peachtree Street, Atlanta, Georgia 30375. I am Director -  
13 Interconnection Operations for BellSouth Telecommunications, Inc.  
14 ("BellSouth" or "the Company"). I have served in my present role since  
15 February, 1996 and have been involved with the management of  
16 certain issues related to local interconnection, resale and unbundling.

17

18 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

19

20 A. My business career spans over 27 years and includes responsibilities  
21 in the areas of network planning, engineering, training, administration  
22 and operations. I have held positions of significant responsibility with a  
23 local exchange telephone company, a long distance company and a  
24 research and development laboratory. I have extensive experience in  
25 all phases of telecommunications network planning, deployment and

1 operation (including research and development) in both the domestic  
2 and international arenas.

3

4 I graduated from Fayetteville Technical Institute in Fayetteville, North  
5 Carolina in 1970 with an Associate of Applied Science in Business  
6 Administration degree. I also graduated from Georgia State University  
7 in 1992 with a Master of Business Administration degree.

8

9 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
10 SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE  
11 SUBJECT OF YOUR TESTIMONY.

12

13 A. I testified before the state Public Service Commissions in Alabama,  
14 Florida, Georgia, Kentucky, Louisiana, Mississippi and South  
15 Carolina, the Tennessee Regulatory Authority and the Utilities  
16 Commission in North Carolina on the issues of technical capabilities of  
17 the switching and facilities network regarding the introduction of new  
18 service offerings, expanded calling areas and network interconnection.

19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED  
21 TODAY?

22

23 A. I will discuss the format and contents of material provided to the Florida  
24 Public Service Commission ("Commission") in support of BellSouth's  
25 filing of its Draft Statement of Generally Available Terms (SGAT). This

1 material consists of 86 volumes of printed material furnished to this  
2 Commission on July 7, 1997. These volumes contain over 80,000  
3 pages of information. This information provides additional, detailed  
4 evidence that BellSouth is meeting its checklist obligations pursuant to  
5 Section 271(c)(2)(B)(i-xiv) of the Telecommunications Act of 1996.

6

7 Q. PLEASE DESCRIBE YOUR ROLE IN PREPARING THE  
8 INFORMATION CONTAINED IN THE 86 VOLUMES.

9

10 A. I directed the efforts of a large team of product managers, project  
11 managers, and others within BellSouth who have day-to-day  
12 responsibility for the products and services which are available to  
13 Alternative Local Exchange Companies (ALECs) on either an  
14 unbundled or resale basis. The information gathered from them was  
15 assembled and collated into a consistent format for each product or  
16 service. This information is included in 86 volumes of information as  
17 Exhibit WKM-1 which is attached to my testimony.

18

19 Q. PLEASE DESCRIBE THE OVERALL CONTENTS OF THE MATERIAL  
20 IN THESE 86 VOLUMES AND HOW IT SUPPORTS THE SGAT.

21

22 A. BellSouth's Draft Statement outlines the functions and capabilities that  
23 BellSouth generally is providing today or can provide, upon approval of  
24 the Statement, to ALECs seeking to use the Statement to provide local  
25 exchange service in Florida. Because the overall purpose of the

1 Telecommunications Act of 1996 ("Act") is to open telecommunications  
2 markets to competition, these functions and capabilities are available  
3 as a result of the obligations imposed under Section 251 and 252(d)  
4 and are the same functions and capabilities set out in the 14-point  
5 competitive checklist in Section 271. The evidence in these volumes  
6 includes, where applicable, technical service descriptions, units in  
7 service data, testing information, and ordering, provisioning, and  
8 maintenance procedures for: (1) interconnection ; (2) collocation; (3)  
9 poles, ducts, and conduit; (4) unbundled loops, sub-loops, and network  
10 interface devices; (5) interoffice transport; (6) switching; (7) 911,  
11 operator services and directory assistance; (8) white page listings; (9)  
12 code administration; (10) access to databases, signaling, and  
13 customized call routing; (11) interim number portability; and (12) resale.  
14 This evidence establishes that each item in the Draft Statement is fully  
15 implemented and functionally available. When I use the term  
16 "functionally available", I mean that it has been fully implemented and is  
17 available from BellSouth, whether or not any ALEC has actually  
18 requested it. For ease of organization, the volumes of supporting  
19 evidence follow the checklist. Exhibit WKM-2 which is attached to this  
20 testimony contains a list of the contents of each of the 86 volumes.

21

22 Q. CAN BELLSOUTH ACTUALLY PROVIDE THESE ITEMS?

23

24 A. Yes. BellSouth is actually providing many of these items today. For  
25 some items, BellSouth has been providing the equivalent functionality

1 for many years. Other items have not yet been ordered by ALECs,  
2 however BellSouth has conducted extensive testing to confirm that a  
3 given service or unbundled network element is functionally available  
4 from BellSouth. This "end-to-end" testing is discussed later in my  
5 testimony.

6

7 Q. MUST ALECs ACTUALLY BE ORDERING EACH ITEM THAT IS  
8 GENERALLY OFFERED, IN ORDER FOR EACH ITEM IN THE  
9 STATEMENT TO BE FUNCTIONALLY AVAILABLE?

10

11 A. No. BellSouth believes that each and every standard and  
12 requirement of Sections 251 and 252(d) is actually addressed  
13 and that the SGAT's provisions can be implemented in a realistic  
14 way. In my testimony, I refer to the items addressed in Sections  
15 251 and 252(d) as being functionally available from BellSouth.

16

17 This means that BellSouth need not depend upon ALECs  
18 actually ordering each item that is generally offered, in order to  
19 prove that each item is functionally available. Instead, if there  
20 are items that ALECs have not yet ordered, BellSouth can  
21 demonstrate availability through testing procedures. Thus, the  
22 supporting evidence in the 86 volumes includes the number of  
23 items ordered by ALECs in Florida and in BellSouth's nine-state  
24 region. The volumes also contain the results of end-to-end

25

1 testing performed by BellSouth, where applicable, to verify that  
2 items could be ordered, provisioned, maintained, and billed.

3

4 Q. PLEASE DISCUSS HOW THE VOLUMES ARE ORGANIZED.

5

6 A. First of all, the volumes are organized by checklist item. For a  
7 given checklist item, there may be more than one binder  
8 addressing that item. For example, there are 58 volumes which  
9 address checklist item 14 (service resale). Each of the 86  
10 volumes is basically organized in the same way. The dividing  
11 tabs in all 86 volumes are as follows:

12

- 13 • Technical service description. This section contains  
14 descriptions of features and capabilities of the service or  
15 unbundled network element. Where applicable, physical  
16 and technical network configurations and interface  
17 specifications are also included.
- 18 • Live activity. This section depicts units in service for a  
19 given service or unbundled network element. Counts are  
20 given both for units in service in Florida and in BellSouth's  
21 nine-state region.
- 22 • Testing. This section contains end-to-end test results for  
23 the given service or unbundled network element. Often, a  
24 "sign-off sheet", where applicable, is included to list  
25 BellSouth participants in the end-to-end test and their

- 1 functional responsibilities. The end-to-end test is used to  
2 verify that a given service or unbundled network element  
3 is functionally available to ALECs.
- 4 • Ordering procedures. This section includes information  
5 used by the ALEC to order a given service or unbundled  
6 network element from BellSouth.
  - 7 • Provisioning procedures. This section includes  
8 information used by BellSouth to put into service to the  
9 ALEC or the ALEC's end user customer the ordered  
10 service or unbundled network element.
  - 11 • Maintenance procedures. This section includes  
12 information used by BellSouth to maintain and repair for  
13 the ALEC or the ALEC's end user customer, the ordered  
14 service or unbundled network element.
  - 15 • Other. This section contains any other useful information  
16 that does not naturally "fit" into one of the other sections.
- 17
- 18 Some information named in the descriptions above is not  
19 applicable to a given topic and is thus not included in that  
20 particular binder. There also is some duplication, since  
21 procedures may not vary from service to service. For example,  
22 some procedures are used to support the maintenance of  
23 several different resold services.
- 24
- 25 **Checklist Item I**

1 Q. IS BELL SOUTH REQUIRED TO MAKE  
2 INTERCONNECTION AVAILABLE TO ALECs?

3

4 A. Yes. Section 251(c)(2) requires that BellSouth "provide,  
5 for the facilities and equipment of any requesting  
6 telecommunications carrier, interconnection with the local  
7 exchange carrier's network for the transmission and  
8 routing of telephone exchange service and exchange  
9 access. . ."

10

11 Section 271(B)(i) requires that BellSouth generally offer  
12 "(I)nterconnection in accordance with the requirements of  
13 sections 251(c)(2) and 252(d)(1)."

14

15 Q. DOES BELL SOUTH'S SGAT ADDRESS INTERCONNECTION?

16

17 A. Yes. Section I of BellSouth's Draft Statement provides for complete  
18 and efficient interconnection of requesting telecommunications carriers'  
19 facilities and equipment with BellSouth's network. This involves the  
20 following components: (1) trunk termination points generally at  
21 BellSouth tandems or end offices for the reciprocal exchange of local  
22 traffic; (2) trunk directionality allowing the routing of traffic over a single  
23 one-way trunk group or a two-way trunk group; (3) trunk termination  
24 through virtual collocation, physical collocation, and interconnection via  
25 purchase of facilities from either company by the other company; (4)

1 intermediary local tandem switching and transport services for  
2 interconnection of ALECs to each other; and (5) interconnection billing.

3

4 Q. HAS BELLSOUTH PROVIDED INTERCONNECTION IN  
5 ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS  
6 251(c)(2) AND 252(d)(1) OF THE TELECOMMUNICATIONS ACT OF  
7 1996, PURSUANT TO 271(c)(2)(B)(i) AND APPLICABLE RULES  
8 PROMULGATED BY THE FCC? **[ISSUE 2]**

9

10 A. Yes. Interconnection services are functionally available from BellSouth.  
11 BellSouth has technical service descriptions outlining its local  
12 interconnection trunking arrangements and switched local channel  
13 interconnection. (Volumes 1-1 & 1-2). BellSouth also has procedures  
14 in place for the ordering, provisioning, and maintenance of its  
15 interconnection services. As of June 1, 1997, BellSouth has  
16 provisioned approximately 7,612 trunks interconnecting its network with  
17 the networks of ALECs in Florida (that is, trunks from ALECs' switches  
18 to BellSouth's switches). In its nine-state region, BellSouth has  
19 installed approximately 19,360 interconnection trunks from ALECs'  
20 switches to BellSouth's switches as of June 1, 1997.

21

22 Q. PLEASE DISCUSS BELLSOUTH'S ABILITY TO RENDER A BILL TO  
23 THE ALEC FOR LOCAL INTERCONNECTION.

24

25

1 A. BellSouth's agreement with MFS includes a rate structure for  
2 interconnection that applies a per minute charge to the minutes of use.  
3 This rate structure is included in several negotiated interconnection  
4 agreements and as of May, 1997, BellSouth was producing system  
5 generated bills for interconnection under these agreements.

6  
7 A second interconnection rate structure involves usage rates for  
8 distance (mileage) and distinguishes tandem interconnection from  
9 interconnection directly at an end office. Currently, if an ALEC's  
10 interconnection employs this structure, BellSouth will either render a  
11 manually calculated bill or will hold the recorded usage until a system  
12 generated bill is available, whichever the ALEC elects.

13

14 **Checklist Item II**

15 Q. IS BELLSOUTH REQUIRED TO PROVIDE  
16 NONDISCRIMINATORY ACCESS TO PHYSICAL  
17 COLLOCATION AND VIRTUAL COLLOCATION?

18

19 A. Yes. Section 251(c)(6) requires BellSouth "to provide, on  
20 rates, terms, and conditions that are just, reasonable, and  
21 nondiscriminatory, for physical collocation of equipment  
22 necessary for interconnection or access to unbundled  
23 network elements at the premises of the local exchange  
24 carrier, except that the carrier may provide for virtual  
25 collocation if the local exchange carrier demonstrates to

1 the State commission that physical collocation is not  
2 practical for technical reasons or because of space  
3 limitations.”

4  
5 Section 251(c)(3) also imposes on BellSouth “The duty to  
6 provide, to any requesting telecommunications carrier for  
7 the provision of a telecommunications service,  
8 nondiscriminatory access to network elements on an  
9 unbundled basis at any technically feasible point on rates,  
10 terms, and conditions that are just, reasonable, and  
11 nondiscriminatory in accordance with the terms and  
12 conditions of the agreement and the requirements of this  
13 section and section 252.” This would include collocation.

14  
15 Section 271(B)(ii) requires that BellSouth generally offer  
16 “Nondiscriminatory access to network elements in  
17 accordance with the requirements of sections 251(c)(3)  
18 and 252(d)(1).”

19  
20 Q. DOES BELLSOUTH’S SGAT ADDRESS UNBUNDLED  
21 ACCESS TO NETWORK ELEMENTS?

22  
23 A. Yes. BellSouth’s Draft Statement provides nondiscriminatory access to  
24 network elements on an unbundled basis at any technically feasible  
25 point under just and reasonable rates, terms, and conditions. These

1 include collocation (physical and virtual), as well as other unbundled  
2 elements covered elsewhere in the checklist. The Draft Statement also  
3 contains a Bona Fide Request process to facilitate requests by any  
4 new entrant for interconnection or unbundled capabilities not included  
5 in the Draft Statement.

6  
7 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
8 NETWORK ELEMENTS IN ACCORDANCE WITH THE  
9 REQUIREMENTS OF SECTIONS 251(c)(3) AND 252(d)(1) OF THE  
10 TELECOMMUNICATIONS ACT OF 1996, PURSUANT TO  
11 271(c)(2)(B)(ii) AND APPLICABLE RULES PROMULGATED BY THE  
12 FCC? **[ISSUE 3]**

13  
14 A. Yes. In addition to other unbundled network elements discussed  
15 elsewhere, physical collocation and virtual collocation are functionally  
16 available from BellSouth. BellSouth has technical service descriptions  
17 outlining its collocation services and has procedures in place for the  
18 ordering, provisioning, and maintenance of such services. (Volumes 2-  
19 1 & 2-2). Physical collocation is available from BellSouth. This is  
20 evident by the fact that, since late 1996, one ALEC's facilities have  
21 been physically collocated in BellSouth's Courtland Street Central  
22 Office in Atlanta, Georgia. (Volume 2-1). While at present no physical  
23 collocation arrangements for ALECs are in service in Florida, seven (7)  
24 physical collocation arrangements are in progress in Florida with a total  
25 of 61 arrangements in progress in BellSouth's region.

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As of June 15, 1997, there were 34 virtual collocation arrangements for ALECs in service in Florida with an additional 24 arrangements in progress. Across BellSouth's nine-state region, there were 134 virtual collocation arrangements for ALECs in service plus an additional 112 arrangements in progress.

**Checklist Item III**

Q. IS BELLSOUTH REQUIRED TO MAKE NONDISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY AVAILABLE TO ALECs?

A. Yes. Section 251(b)(4) requires that BellSouth "afford access to the poles, ducts, conduits and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms and conditions that are consistent with section 224." Section 271(c)(2)(B)(iii) also requires that BellSouth generally offer "Nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the Bell operating company at just and reasonable rates in accordance with the requirements of section 224."

1 Q. DOES BELLSOUTH'S SGAT ADDRESS  
2 NONDISCRIMINATORY ACCESS TO POLES, DUCTS,  
3 CONDUITS AND RIGHTS-OF-WAY?  
4

5 A. Yes. In Section III of the Draft Statement, BellSouth offers access to  
6 poles, ducts, conduits and rights-of-way to any ALEC via a standard  
7 license agreement. The standard license agreement provides terms  
8 and conditions by which an ALEC can gain access to poles, ducts,  
9 conduits and rights-of-way.  
10

11 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
12 THE POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY OWNED  
13 OR CONTROLLED BY BELLSOUTH AT JUST AND REASONABLE  
14 RATES IN ACCORDANCE WITH THE REQUIREMENTS OF  
15 SECTION 224 OF THE COMMUNICATIONS ACT OF 1934 AS  
16 AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996,  
17 PURSUANT TO 271(c)(2)(B)(iii) AND APPLICABLE RULES  
18 PROMULGATED BY THE FCC? **[ISSUE 4]**  
19

20 A. Yes. At present, 13 ALECs have executed license agreements with  
21 BellSouth, thereby allowing them to attach their facilities to BellSouth's  
22 poles and place their facilities in BellSouth's ducts and conduit.  
23 (Volume 3-1). Furthermore, BellSouth has been providing cable  
24 television companies and power companies with access to poles,  
25 ducts, conduits and rights-of-way for many years. Thus, access to

1 poles, ducts, conduits, and rights-of-way is functionally available from  
2 BellSouth.

3

4 **Checklist Item IV**

5 Q. IS BELLSOUTH REQUIRED TO MAKE LOOP  
6 TRANSMISSION UNBUNDLED FROM LOCAL  
7 SWITCHING OR OTHER SERVICES AVAILABLE TO  
8 ALECs?

9

10 A. Yes. Section 251(c)(3) requires that BellSouth "provide,  
11 to any requesting telecommunications carrier for the  
12 provision of a telecommunications service,  
13 nondiscriminatory access to network elements on an  
14 unbundled basis at any technically feasible point on rates,  
15 terms, and conditions that are just, reasonable, and  
16 nondiscriminatory in accordance with the terms and  
17 conditions of the agreement and the requirements of this  
18 section and section 252." This would include local loop  
19 transmission.

20

21 Section 271(c)(2)(B)(iv) also requires that BellSouth  
22 generally offer  
23 "Local loop transmission from the central office to the  
24 customer's premises, unbundled from local switching or  
25 other services."

1

2 Q. DOES BELLSOUTH'S SGAT ADDRESS ACCESS TO  
3 LOOP TRANSMISSION UNBUNDLED FROM LOCAL  
4 SWITCHING AND OTHER SERVICES?

5

6 A. Yes. In Section IV of the Draft Statement, BellSouth offers several loop  
7 types that ALECs may request in order to meet the needs of their  
8 customers (i.e., 2-wire, 4-wire voice grade analog, 2-wire ISDN, 2-wire  
9 Asymmetrical Digital Subscriber Line (ADSL), 2-wire and 4-wire High-  
10 bit-rate Digital Subscriber Line (HDSL), 4-wire DS1 digital grade, and 4-  
11 wire 56 or 64 Kbps digital grade). Other loop types not identified in the  
12 Draft Statement may be obtained pursuant to the Bona Fide Request  
13 process. In addition to the unbundled loop, BellSouth provides the sub-  
14 loop element loop distribution and access to Network Interface Devices  
15 as required by this Commission.

16

17 Q. HAS BELLSOUTH UNBUNDLED THE LOCAL LOOP TRANSMISSION  
18 BETWEEN THE CENTRAL OFFICE AND THE CUSTOMER'S  
19 PREMISES FROM LOCAL SWITCHING OR OTHER SERVICES,  
20 PURSUANT TO SECTION 271(c)(2)(B)(iv) AND APPLICABLE RULES  
21 PROMULGATED BY THE FCC? **[ISSUE 5]**

22

23 A. Yes. Unbundled local loop transmission is functionally available from  
24 BellSouth. BellSouth has technical service descriptions outlining the  
25 unbundled loops and sub-loop elements that are available and has

1 implemented procedures for the ordering, provisioning, and  
2 maintenance of unbundled loops and sub-loops. (Volumes 4-1, 4-2, &  
3 4-3). As of June 1, 1997, BellSouth has provisioned 1,085 unbundled  
4 loops to ALECs in Florida. In its nine-state region, BellSouth has  
5 provisioned 2,654 unbundled loops to ALECs as of that date.

6  
7 BellSouth also has conducted testing to verify that unbundled local loop  
8 transmission is available to ALECs. Specifically, BellSouth tested the  
9 availability of: (1) 2-wire and 4-wire unbundled voice loops; (2) 56 Kbps  
10 and Basic Rate Interface unbundled digital loops; (3) unbundled DS1  
11 with bundled interoffice transport; (4) ADSL capable loop; (5) HDSL 2-  
12 wire and 4-wire capable loops; (6) loop concentration; and (7) sub-loop  
13 concentration. An order for each of these items was generated and  
14 flowed through BellSouth's systems in a timely and accurate fashion.  
15 Billing records were reviewed to verify that each item had been billed  
16 correctly (the bills associated with the orders for sub-loop elements  
17 cannot be verified until the next billing cycle). (Volumes 4-1 & 4-2).  
18 BellSouth also has tested the availability of the network interface  
19 device (NID). The NID is included as part of the unbundled sub-loop  
20 element of loop distribution or may be purchased separately if the  
21 ALEC provides its own loop distribution. During the testing process,  
22 service orders for a NID flowed properly through BellSouth's systems  
23 and accurate bills were generated. (Volume 4-3).

24  
25 **Checklist Item V**

1 Q. IS BELLSOUTH REQUIRED TO PROVIDE ACCESS TO  
2 LOCAL TRANSPORT UNBUNDLED FROM SWITCHING  
3 OR OTHER SERVICES AVAILABLE TO ALECs?

4

5 A. Yes, by the requirements of Section 251(c)(3) previously  
6 cited.

7

8 Section 271(c)(2)(B)(v) also requires that BellSouth  
9 generally offer "Local transport from the trunk side of a  
10 wireline local exchange carrier switch unbundled from  
11 switching or other services."

12

13 Q. DOES BELLSOUTH'S SGAT ADDRESS ACCESS TO  
14 LOCAL TRANSPORT UNBUNDLED FROM LOCAL  
15 SWITCHING OR OTHER SERVICES?

16

17 A. Yes. BellSouth offers unbundled local transport in Section V of its Draft  
18 Statement with optional channelization for such local transport, from  
19 the trunk side of its switch. BellSouth offers both dedicated and  
20 common transport for use by ALECs, including DS0 channels, DS1  
21 channels in conjunction with central office multiplexing or concentration,  
22 and DS1 or DS3 transport.

23

24 Q. HAS BELLSOUTH UNBUNDLED LOCAL TRANSPORT ON THE  
25 TRUNK SIDE OF A WIRELINE LOCAL EXCHANGE CARRIER

1 SWITCH FROM SWITCHING OR OTHER SERVICES, PURSUANT TO  
2 SECTION 271(c)(2)(B)(v) AND APPLICABLE RULES PROMULGATED  
3 BY THE FCC? [ISSUE 6]

4  
5 A. Yes. Local transport is functionally available from BellSouth. BellSouth  
6 has technical service descriptions outlining both dedicated and shared  
7 interoffice transport and has procedures in place for the ordering,  
8 provisioning, and maintenance of these services. (Volumes 5-1 & 5-2).  
9 As of June 1, 1997, BellSouth has 277 dedicated trunks providing  
10 interoffice transport to ALECs in Florida. In its nine-state region,  
11 BellSouth has 716 dedicated trunks providing interoffice transport to  
12 ALECs.

13  
14 Because unbundled interoffice transport is very similar to the interoffice  
15 transport component of special access services that BellSouth has  
16 been providing for years, BellSouth reasonably concluded that end-to-  
17 end testing of its systems and circuits was not necessary. However,  
18 BellSouth did conduct testing which verified that service orders for  
19 dedicated transport and unbundled channelization flowed through as  
20 planned and that accurate bills were generated. (Volume 5-1).

21  
22  
23 **Checklist Item VI**

24 Q. IS BELL SOUTH REQUIRED TO MAKE LOCAL  
25 SWITCHING UNBUNDLED FROM TRANSPORT AND

1 LOCAL LOOP TRANSMISSION AND OTHER SERVICES  
2 AVAILABLE TO ALECs?

3

4 A. Yes, by the requirements of Section 251(c)(3) previously  
5 cited.

6

7 Section 271(c)(2)(B)(vi) also requires that BellSouth  
8 generally offer "Local switching unbundled from transport,  
9 local loop transmission, or other services."

10

11 Q. DOES BELLSOUTH'S SGAT ADDRESS LOCAL  
12 SWITCHING UNBUNDLED FROM TRANSPORT,  
13 LOCAL LOOP TRANSMISSION AND OTHER  
14 SERVICES?

15

16 A. Yes. In Section VI of the Draft Statement, BellSouth offers a variety of  
17 switching ports and associated usage unbundled from transport, local  
18 loop transmission and other services. These include a 2-wire and 4-  
19 wire analog port, 2-wire ISDN port and 4-wire ISDN DS1 port, 2-wire  
20 DID port, 4-wire DID DS-1 port, and 4-wire coin port. Additional port  
21 types are available under the Bona Fide Request process. Until a long-  
22 term solution is developed, BellSouth provides selective routing on an  
23 interim basis to an ALEC's desired platform using line class codes  
24 subject to availability.

25

1 Q. HAS BELLSOUTH PROVIDED UNBUNDLED LOCAL SWITCHING  
2 FROM TRANSPORT, LOCAL LOOP TRANSMISSION, OR OTHER  
3 SERVICES, PURSUANT TO SECTION 271(c)(2)(B)(vi) AND  
4 APPLICABLE RULES PROMULGATED BY THE FCC? **[ISSUE 7]**

5  
6 A. Yes. Unbundled local switching is functionally available from  
7 BellSouth. BellSouth has a technical service description and has  
8 procedures in place for the ordering, provisioning, and maintenance of  
9 its switching services. (Volume 6-1). As of June 1, 1997, BellSouth  
10 has seven (7) unbundled switch ports in service in Florida, which  
11 evidences the functional availability of unbundled local switching from  
12 BellSouth. In its nine-state region, BellSouth has 26 unbundled switch  
13 ports in service (Volume 6-1).

14  
15 Q. PLEASE DISCUSS BELLSOUTH'S ABILITY TO BILL FOR LOCAL  
16 SWITCHING.

17  
18 A. Unbundled local switching includes a monthly port charge and usage (a  
19 per minute charge). A bill for the monthly charges can be system  
20 generated. The usage charges, however, contain several components  
21 and can vary by distance and the number of switches involved in  
22 completing the call. If an ALEC purchases unbundled switching from  
23 BellSouth, BellSouth will either render a manually calculated bill or  
24 retain the usage until a system generated bill is available, whichever  
25 the ALEC elects.

1

2

3 **Checklist Item VII**

4 Q. IS BELLSOUTH REQUIRED TO OFFER ALECS NON-  
5 DISCRIMINATORY ACCESS TO 911 AND E911  
6 SERVICE?

7

8 A. Yes, by section 251(c)(3) previously cited.

9

10 Section 271(c)(2)(B)(vii) also requires that BellSouth  
11 generally offer "Nondiscriminatory access to 911 and  
12 E911 services."

13

14 Q. DOES BELLSOUTH'S SGAT ADDRESS  
15 NONDISCRIMINATORY ACCESS TO 911 AND E911?

16

17 A. Yes. BellSouth's Draft Statement offers local exchange providers  
18 nondiscriminatory access to 911 and E911 service, thereby allowing  
19 any ALEC customer to call in the event of an emergency. Access to  
20 these services is offered to both facility-based providers and resellers,  
21 which can provide the same service to their end users as BellSouth  
22 provides to its end users.

23

24 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
25 THE FOLLOWING, PURSUANT TO SECTION 271(c)(2)(B)(vii) AND

1 APPLICABLE RULES PROMULGATED BY THE FCC: (a) 911 AND  
2 E911 SERVICES? [ISSUE 8a]

3

4 A. Yes. Nondiscriminatory access to 911 and E911 services is  
5 functionally available from BellSouth. BellSouth has had procedures in  
6 place since early 1996 by which ALECs can connect their switches to  
7 BellSouth E911 tandems. (Volume 7-7). As of June 1, 1997, BellSouth  
8 had 88 trunks in service connecting ALECs with BellSouth's E911  
9 arrangements in Florida. In its nine-state region, BellSouth has 166  
10 trunks in service connecting ALECs with BellSouth's E911  
11 arrangements. BellSouth also has procedures in place by which ALEC  
12 subscriber accounts are loaded into the E911 database and  
13 subsequently updated on an ongoing basis as changes occur. As of  
14 June 26, 1997, seven (7) ALECs were sending mechanized telephone  
15 updates to BellSouth in Florida. In its nine-state region, 14 ALECs  
16 were sending mechanized telephone updates to BellSouth.

17

18 Q. IS BELLSOUTH REQUIRED TO PROVIDE NONDISCRIMINATORY  
19 ACCESS TO DIRECTORY ASSISTANCE SERVICES AND  
20 OPERATOR CALL COMPLETION SERVICES AVAILABLE TO  
21 ALECs?

22

23 A. Yes, by section 251(c)(3) previously cited.

24

25

1 Section 271(c)(2)(B)(vii) also requires that BellSouth  
2 generally offer nondiscriminatory access to directory  
3 assistance services and operator call completion  
4 services.

5

6 Q. DOES BELLSOUTH'S SGAT ADDRESS NONDISCRIMINATORY  
7 ACCESS TO DIRECTORY ASSISTANCE SERVICES AND  
8 OPERATOR CALL COMPLETION SERVICES?

9

10 A. Yes. BellSouth's Draft Statement addresses nondiscriminatory access  
11 to directory assistance services and operator call completion services  
12 in Section VII. In Section VII of the Draft Statement, BellSouth offers to  
13 perform directory assistance and other number services on behalf of  
14 facilities-based ALECs, which allow end user customers in exchanges  
15 served by BellSouth to access BellSouth's directory assistance service  
16 by dialing 411 or the appropriate area code and 555-1212. BellSouth  
17 also offers ALECs access and updates to BellSouth's Directory  
18 Assistance database under the same terms and conditions currently  
19 offered to other telecommunications providers and at parity with  
20 BellSouth. BellSouth makes available its operator services in the same  
21 manner that it provides operator services to its own customers.

22

23 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
24 THE FOLLOWING, PURSUANT TO SECTION 271(c)(2)(B)(vii) AND  
25 APPLICABLE RULES PROMULGATED BY THE FCC: (b)

1        DIRECTORY ASSISTANCE SERVICES TO ALLOW THE OTHER  
2        TELECOMMUNICATIONS CARRIER'S CUSTOMERS TO OBTAIN  
3        TELEPHONE NUMBERS; AND (c) OPERATOR CALL COMPLETION  
4        SERVICES? **[ISSUES 8b AND 8c]**

5

6    A.    Yes. Nondiscriminatory access to directory assistance (DA) services is  
7        functionally available from BellSouth. BellSouth provides ALECs with  
8        DA access, which allows ALEC end users to obtain telephone listing  
9        information from BellSouth. ALECs also have access to BellSouth's  
10       Directory Assistance Call Completion (DACC) service, which gives the  
11       ALEC end user the option to have a call to BellSouth's DA completed  
12       automatically. BellSouth has developed a technical service description  
13       and ordering, provisioning, and maintenance procedures for both its DA  
14       and DACC services. (Volumes 7-2 & 7-3). Facilities-based ALECs  
15       obtain access to these services through trunks connecting the ALEC's  
16       point of interface to BellSouth's DA location. As of June 1, 1997, there  
17       were 156 directory assistance trunks in place serving ALECs in Florida.  
18       In its nine-state region, there were 362 directory assistance trunks in  
19       place serving ALECs. Currently, seven (7) ALECs in Florida are  
20       purchasing DA access from BellSouth. In its nine-state region, 18  
21       ALECs were purchasing DA access from BellSouth. Three (3) ALECs  
22       in Florida are purchasing DACC from BellSouth. In its nine-state  
23       region, 16 ALECs are purchasing DACC from BellSouth.

24

25

1 ALECs also have access to BellSouth's Intercept service, which refers  
2 calls from a disconnected or non-working number to the proper  
3 number. BellSouth has developed a technical service description and  
4 ordering, provisioning, and maintenance procedures for its Intercept  
5 service. (Volume 7-4). Facilities-based ALECs obtain access to  
6 BellSouth's Intercept service through a dedicated trunk facility. As of  
7 June 1, 1997, there were two (2) intercept trunks in place serving  
8 ALECs in Florida. In its nine-state region, there were 14 intercept  
9 trunks in place serving ALECs.

10

11 BellSouth provides ALECs with access to its Directory Assistance  
12 Database Service (DADS), which allows ALECs to use BellSouth's  
13 subscriber listing information to set up their own directory assistance  
14 type services, as well as its Direct Access to Directory Assistance  
15 Service (DADAS), which gives ALECs direct access to BellSouth's DA  
16 database in order to provide a traditional directory assistance service.  
17 Technical service descriptions and ordering, provisioning, and  
18 maintenance procedures have been developed for both DADS and  
19 DADAS. (Volumes 7-5 & 7-6). BellSouth currently provides both  
20 DADS and DADAS to various third-party providers, which in turn furnish  
21 the service to ALECs.

22

23 Operator call processing is functionally available from BellSouth, which  
24 allows ALECs to obtain both live operator and mechanized  
25 functionality. BellSouth has prepared a technical service description

1 and ordering, provisioning, and maintenance procedures for its  
2 operator call processing service. (Volume 7-1). Facilities-based  
3 ALECs can obtain access to operator call processing by connecting  
4 their point of interface via a trunk group to BellSouth's operator  
5 services system. As of June 1, 1997, there were 31 such trunks in  
6 place serving ALECs in Florida. In its nine-state region, there were 174  
7 such trunks in place.

8

9 **Checklist Item VIII**

- 10 Q. IS BELLSOUTH REQUIRED TO MAKE  
11 NONDISCRIMINATORY ACCESS TO WHITE PAGES  
12 DIRECTORY LISTINGS AVAILABLE TO ALECs?  
13
- 14 A. Yes. Section 251(b)(3) requires that BellSouth "permit all  
15 such providers to have nondiscriminatory access to  
16 telephone numbers, operator services, directory  
17 assistance, and directory listing, with no unreasonable  
18 dialing delays."  
19
- 20 Section 271(c)(2)(B)(viii) also imposes upon BellSouth the  
21 duty to generally offer "White pages directory listings for  
22 customers of the other carrier's telephone exchange  
23 service."  
24  
25

1 Q. DOES BELLSOUTH'S SGAT ADDRESS  
2 NONDISCRIMINATORY ACCESS TO WHITE PAGES  
3 DIRECTORY LISTINGS?  
4

5 A. Yes. BellSouth's Draft Statement addresses  
6 nondiscriminatory access to white pages directory listings  
7 in Section VIII.  
8

9 Q. HAS BELLSOUTH PROVIDED WHITE PAGES  
10 DIRECTORY LISTINGS FOR CUSTOMERS OF OTHER  
11 TELECOMMUNICATIONS CARRIER'S TELEPHONE  
12 EXCHANGE SERVICE, PURSUANT TO SECTION  
13 271(c)(2)(B)(viii) AND APPLICABLE RULES  
14 PROMULGATED BY THE FCC? **[ISSUE 9]**  
15

16 A. Yes. BellSouth arranges with its directory publisher to make available  
17 white pages directory listings to ALECs and their subscribers which  
18 include the subscriber's name, address, and telephone number at no  
19 charge. ALEC subscribers receive no less favorable rates, terms and  
20 conditions for directory listings than are provided to BellSouth's  
21 subscribers (e.g., the same information is included, the same type size  
22 is used, and the same geographic coverage is offered). (Volume 8-1).  
23  
24

25 **Checklist Item IX**

1 Q. IS BELLSOUTH REQUIRED TO MAKE  
2 NONDISCRIMINATORY ACCESS TO TELEPHONE  
3 NUMBERS AVAILABLE TO ALECs?

4

5 A. Yes, by Section 251(b)(2) previously cited.

6

7 Section 271(c)(2)(B)(ix) also requires that BellSouth  
8 generally offer "Until the date by which  
9 telecommunications numbering administration guidelines,  
10 plan, or rules are established, nondiscriminatory access  
11 to telephone numbers for assignment to the other carrier's  
12 telephone exchange service customers. After that date,  
13 compliance with such guidelines, plan, or rules."

14

15 Q. DOES BELLSOUTH'S SGAT ADDRESS  
16 NONDISCRIMINATORY ACCESS TO TELEPHONE  
17 NUMBERS?

18

19 A. Yes. BellSouth's Draft Statement addresses  
20 nondiscriminatory access to telephone numbers in  
21 Section IX.

22

23 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY  
24 ACCESS TO TELEPHONE NUMBERS FOR  
25 ASSIGNMENT TO THE OTHER

1 TELECOMMUNICATIONS CARRIER'S TELEPHONE  
2 EXCHANGE SERVICE CUSTOMERS, PURSUANT TO  
3 SECTION 271(c)(2)(B)(ix) AND APPLICABLE RULES  
4 PROMULGATED BY THE FCC? **[ISSUE 10]**

5  
6 A. Yes. BellSouth, as the North American Numbering Plan Administrator  
7 for its territory, ensures that ALECs have nondiscriminatory access to  
8 telephone numbers for assignment to their customers. BellSouth has  
9 established procedures to provide nondiscriminatory NXX code  
10 assignments to ALECs. Pursuant to these procedures, as of June 23,  
11 1997, BellSouth had assigned a total of <sup>130</sup>~~140~~ NPA/NXX codes for  
12 ALECs in Florida. In its nine-state region, BellSouth has assigned 496  
13 NPA/NXX codes for ALECs. (Volume 9-1).

14  
15 **Checklist Item X**

16 Q. IS BELLSOUTH REQUIRED TO MAKE  
17 NONDISCRIMINATORY ACCESS TO DATABASES AND  
18 ASSOCIATED SIGNALING AVAILABLE TO ALECs?

19  
20 A. Yes, by section 251(c)(3) previously cited.

21  
22 Section 271(c)(2)(B)(x) also requires that BellSouth  
23 generally offer "Nondiscriminatory access to databases  
24 and associated signaling necessary for call routing and  
25 completion."

1

2 Q. DOES BELLSOUTH'S SGAT ADDRESS  
3 NONDISCRIMINATORY ACCESS TO DATABASES AND  
4 ASSOCIATED SIGNALING?

5

6 A. Yes. BellSouth's Draft Statement provides access to the signaling  
7 elements necessary for call routing and completion, including Signaling  
8 Links, Signal Transfer Points (STPs), and Service Control Points  
9 (SCPs). The SCPs/Databases to which ALECs have access include,  
10 but are not limited to, Toll Free Number Database, Line Information  
11 Database (LIDB), Advanced Intelligent Network (AIN) databases,  
12 Signaling Transport Service, and Selective Routing.

13

14 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
15 DATABASES AND ASSOCIATED SIGNALING NECESSARY FOR  
16 CALL ROUTING AND COMPLETION, PURSUANT TO SECTION  
17 271(c)(2)(B)(x) AND APPLICABLE RULES PROMULGATED BY THE  
18 FCC? **[ISSUE 11]**

19

20 A. Yes. The signaling elements necessary for call routing and completion  
21 are functionally available from BellSouth. BellSouth has technical  
22 service descriptions outlining access to its 800 database (Volume 10-  
23 1), LIDB (Volume 10-2), and AIN services (Volume 10-3) as well as  
24 access to BellSouth's signaling and selective routing services

25

1 (Volumes 10-4 & 10-5). BellSouth also has procedures in place for the  
2 ordering, provisioning, and maintenance of these services.

3

4 Because BellSouth has offered access to its 800 database and LIDB  
5 for years, BellSouth did not conduct end-to-end testing of these  
6 services. However, the functional availability of these services is  
7 evidenced by the fact that, from January through April 1997, ALECs  
8 and other telecommunications service providers across BellSouth's  
9 nine-state region made approximately 8 million queries to BellSouth's  
10 800 database (Volume 10-1). In its nine-state region, BellSouth's LIDB  
11 database received more than 129 million queries from ALECs and  
12 other telecommunications service providers during the same period.

13

14 BellSouth has tested its AIN Toolkit 1.0, which provides an ALEC with  
15 the ability to create and offer AIN-service applications to their end  
16 users, as well as its AIN SMS Access 1.0, which provides an ALEC  
17 with access to the BellSouth-provided service creation environment  
18 (Volume 10-3). The completion of test calls and the generation of  
19 billing records were part of the testing process. The testing confirmed  
20 that service orders flowed through BellSouth's systems properly and  
21 that accurate bills were rendered.

22

23 BellSouth did not test its signaling service, which allows an ALEC's end  
24 user to connect to anyone in BellSouth's region and, through other  
25 signaling hub providers, to the world-wide telecommunications network

1 (Volume 10-4). Such testing was not feasible for several reasons,  
2 including the fact that BellSouth's existing signaling network is a real  
3 time network that cannot be used to simulate testing without the risk of  
4 service disruption. However, BellSouth's signaling service is  
5 functionally available as evidenced by the fact that, as of May 1, 1997,  
6 one ALEC in Georgia is interconnected directly to BellSouth's signaling  
7 network, and seven other ALECs in BellSouth's nine-state region have  
8 interconnected using a third-party signaling hub provider which in turn  
9 accesses BellSouth's signaling network.

10  
11 BellSouth has tested its selective routing service (which has also been  
12 referred to as "customized routing", which allows ALECs to route 0+, 0-,  
13 and 411 calls to an operator other than BellSouth's or to route 611  
14 repair calls to a repair center other than BellSouth's through the use of  
15 line class codes (until they are exhausted) (Volume 10-5). BellSouth  
16 also is in the process of implementing selective routing using line class  
17 codes in its switches in Georgia at the request of one ALEC; this  
18 process should be complete by July, 1997.

19  
20  
21 **Checklist Item XI**

22 Q. IS BELLSOUTH REQUIRED TO MAKE INTERIM  
23 NUMBER PORTABILITY AVAILABLE TO ALECs?

24  
25

1 A. Yes. Section 251(b)(2) requires BellSouth to "provide, to  
2 the extent technically feasible, number portability in  
3 accordance with requirements prescribed by the  
4 Commission."

5  
6 Section 271(c)(2)(B)(xi) also requires that BellSouth  
7 generally offer "Until the date by which the Commission  
8 issues regulations pursuant to section 251 to require  
9 number portability, interim telecommunications number  
10 portability through remote call forwarding, direct inward  
11 dialing trunks, or other comparable arrangements, with as  
12 little impairment of functionality, quality, reliability, and  
13 convenience as possible. After that date, full compliance  
14 with such regulations."

15

16 Q. DOES BELLSOUTH'S SGAT ADDRESS INTERIM  
17 NUMBER PORTABILITY?

18

19 A. Yes. In the Draft Statement, BellSouth describes the interim number  
20 portability arrangements that are available, which include Remote Call  
21 Forwarding (RCF) and Direct Inward Dialing (DID). These  
22 arrangements comply with the FCC's regulations issued on July 2,  
23 1996, in the First Report and Order and Further Notice of Proposed  
24 Rulemaking in CC Docket No. 95-116. BellSouth, in conjunction with  
25 other industry participants, is pursuing an aggressive schedule to

1 implement a long-term number portability solution as required by orders  
2 of the FCC.

3

4 Q. HAS BELLSOUTH PROVIDED NUMBER PORTABILITY, PURSUANT  
5 TO SECTION 271(c)(2)(B)(xi) AND APPLICABLE RULES  
6 PROMULGATED BY THE FCC? **[ISSUE 12]**

7

8 A. Yes. Interim number portability is functionally available from BellSouth.  
9 BellSouth has technical service descriptions outlining RCF and DID  
10 and has procedures in place for ordering, provisioning, and maintaining  
11 these services (Volume 11-1). As of June 10, 1997, BellSouth has  
12 ported 2,484 business directory numbers and 14 residence directory  
13 numbers in Florida using interim number portability. In its region,  
14 BellSouth has ported 5,861 business and 29 residence directory  
15 numbers as of June 10, 1997 (Volume 11-1).

16

17 **Checklist Item XII**

18 Q. IS BELLSOUTH REQUIRED TO MAKE LOCAL DIALING  
19 PARITY AVAILABLE TO ALECs?

20

21 A. Yes, by Section 251(b)(3) previously cited.

22

23 Section 271(c)(2)(B)(xii) also requires that BellSouth  
24 generally offer "Nondiscriminatory access to such  
25 services or information as are necessary to allow the

1 requesting carrier to implement local dialing parity in  
2 accordance with the requirements of section 251(b)(3).”

3

4 Q. DOES BELLSOUTH'S SGAT ADDRESS LOCAL  
5 DIALING PARITY?

6

7 A. Yes. BellSouth's Draft Statement addresses local dialing  
8 parity in Section XII.

9

10 Q. HAS BELLSOUTH PROVIDED NONDISCRIMINATORY ACCESS TO  
11 SUCH SERVICES OR INFORMATION AS ARE NECESSARY TO  
12 ALLOW THE REQUESTING CARRIER TO IMPLEMENT LOCAL  
13 DIALING PARITY IN ACCORDANCE WITH THE REQUIREMENTS OF  
14 SECTION 251(b)(3) OF THE TELECOMMUNICATIONS ACT OF 1996,  
15 PURSUANT TO SECTION 271(c)(2)(B)(xii) AND APPLICABLE RULES  
16 PROMULGATED BY THE FCC? **[ISSUE 13]**

17

18 A. Yes. Local service subscribers in BellSouth's region dial the same  
19 number of digits to place a local call, without the use of an access  
20 code, regardless of their choice of local service provider. This  
21 environment satisfies the local dialing parity requirement. Therefore,  
22 none of the 86 volumes specifically addresses the issue of dialing  
23 parity.

24

25 **Checklist Item XIII**

1 Q. IS BELLSOUTH REQUIRED TO MAKE RECIPROCAL  
2 COMPENSATION ARRANGEMENTS TO ALECs?

3

4 A. Yes. Section 251(b)(5) provides "The duty to establish  
5 reciprocal compensation arrangements for the transport  
6 and termination of telecommunications."

7

8 Section 271(c)(2)(B)(xiii) also requires that BellSouth  
9 generally offer "Reciprocal compensation arrangements in  
10 accordance with the requirements of section 252(d)(2)."

11

12 Q. DOES BELLSOUTH'S SGAT ADDRESS RECIPROCAL  
13 COMPENSATION?

14

15 A. Yes. BellSouth's Draft Statement addresses reciprocal  
16 compensation in Section XIII.

17

18 Q. HAS BELLSOUTH PROVIDED RECIPROCAL COMPENSATION  
19 ARRANGEMENTS IN ACCORDANCE WITH THE REQUIREMENTS  
20 OF SECTION 252(d)(2) OF THE TELECOMMUNICATIONS ACT OF  
21 1996, PURSUANT TO SECTION 271(c)(2)(B)(xiii) AND APPLICABLE  
22 RULES PROMULGATED BY THE FCC? **[ISSUE 14]**

23

24 A. The rates for reciprocal transport and termination of local calls were  
25 addressed in Florida Docket 950985-TP. None of the 86 volumes

1 specifically addresses the issue of reciprocal compensation because  
2 reciprocal compensation is not an "offering" per se, but rather  
3 arrangements worked out between the parties. Mr. Scheye's testimony  
4 in these proceedings addresses the issue of reciprocal compensation.

5

6 **Checklist Item XIV**

7 Q. IS BELL SOUTH REQUIRED TO MAKE RESALE OF  
8 TELECOMMUNICATIONS SERVICES AVAILABLE TO  
9 ALECs?

10

11 A. Yes. Section 251(b)(1) imposes upon BellSouth "The  
12 duty not to prohibit, and not to impose unreasonable or  
13 discriminatory conditions or limitations on, the resale of its  
14 telecommunications services." Section 251(c)(4) also  
15 imposes upon BellSouth the duty to:

16 "(A) to offer for resale at wholesale rates any  
17 telecommunications service that the carrier  
18 provides at retail to subscribers who are not  
19 telecommunications carriers; and

20

21 (B) not to prohibit, and not to impose unreasonable  
22 or discriminatory conditions or limitations on, the  
23 resale of such telecommunications service, except  
24 that a State commission may, consistent with  
25 regulations prescribed by the Commission under

1           this section, prohibit a reseller that obtains at  
2           wholesale rates a telecommunications service that  
3           is available at retail only to a category of  
4           subscribers from offering such service to a different  
5           category of subscribers.”

6

7           Section 271(c)(2)(B)(xiv) also requires that BellSouth  
8           generally offer telecommunications services available for  
9           resale in accordance with the requirements of sections  
10          251(c)(4) and 252(d)(3).

11

12 Q.       DOES BELL SOUTH'S SGAT ADDRESS RESALE OF  
13       TELECOMMUNICATIONS SERVICES?

14

15 A.       Yes. In its Draft Statement, BellSouth offers all of its tariffed retail  
16       telecommunications services for resale to other telecommunications  
17       carriers that will, in turn, sell such services to their end user customers.  
18       The Draft Statement outlines specific conditions on resale generally  
19       (e.g., prohibition against cross-class selling) and on the resale of  
20       specific services (e.g., short-term promotions, grandfathered services,  
21       contract service arrangements, etc.). In the Draft Statement,  
22       BellSouth offers a wholesale discount of 21.83% for residential  
23       customers and 16.81% for business services. These discounts as well  
24       as the resale conditions are consistent with BellSouth's resale tariff as  
25       well as orders of this Commission.

1

2 Q. HAS BELLSOUTH PROVIDED TELECOMMUNICATIONS SERVICES  
3 AVAILABLE FOR RESALE IN ACCORDANCE WITH THE  
4 REQUIREMENTS OF SECTION 251(c)(4) and 252(d)(3) OF THE  
5 TELECOMMUNICATIONS ACT OF 1996, PURSUANT TO SECTION  
6 271(c)(2)(B)(xiv) AND APPLICABLE RULES PROMULGATED BY THE  
7 FCC? **[ISSUE 15]**

8

9 A. Yes. ALECs are able to resell BellSouth's retail telecommunications  
10 services. BellSouth has developed technical service descriptions and  
11 ordering, provisioning, and maintenance procedures for 50 of its "top"  
12 retail telecommunications services. The revenue from these "top 50"  
13 services represents the vast majority of BellSouth's retail service  
14 revenues. As of May 15, 1997, over 49,000 of these services were  
15 being resold by ALECs in Florida while more than 88,000 were being  
16 resold throughout BellSouth's region. The table shown in Exhibit WKM-  
17 3 identifies the service and the number of units being resold in Florida  
18 and across the region.

19

20 Other retail telecommunications services, although not actually ordered  
21 by ALECs to date, are functionally available for resale. These include,  
22 but are not limited to, the following: primary rate ISDN (Volume 14-4) ,  
23 E911 (Volume 14-15), FlexServ (Volume 14-20), Frame Relay (Volume  
24 14-21), LightGate service (Volume 14-26), Off Premises Extensions  
25 (Volume 14-36), optional calling plans (Volume 14-37), SMARTPath

1 service (Volume 14-40), SMARTRing service (Volume 14-41), and  
2 Visual Director (Volume 14-50). Testing has been conducted to verify  
3 that these services can be resold at the applicable discount and that a  
4 correct bill will be generated.

5

6 Q. DOES THAT CONCLUDE YOUR TESTIMONY?

7

8 A. Yes.

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1                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   REBUTTAL TESTIMONY OF W. KEITH MILNER  
3                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                   DOCKET NO. 960786-TL  
5                   July 31, 1997

6  
7 Q.   PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
8       BELLSOUTH TELECOMMUNICATIONS, INC.

9  
10 A.   My name is W. Keith Milner. My business address is 675 West  
11       Peachtree Street, Atlanta, Georgia 30375. I am Director -  
12       Interconnection Operations for BellSouth Telecommunications, Inc.  
13       ("BellSouth" or "the Company"). I have served in my present role since  
14       February, 1996 and have been involved with the management of  
15       certain issues related to local interconnection and unbundling.

16  
17 Q.   ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT  
18       TESTIMONY IN THIS PROCEEDING?

19  
20 A.   Yes.

21  
22 Q.   WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED  
23       TODAY?

24  
25

1 A. The purpose of my testimony is to respond to the testimony filed in this  
2 docket by Ms. Melissa L. Closz of Sprint Communications Company  
3 L.P. ("Sprint"), Mr. James S. Gulino and Mr. Ronald Martinez of MCI  
4 Telecommunications Corporation ("MCI"), Mr. John M. Hamman of  
5 AT&T Communications of the Southern States, Inc. ("AT&T"), Mr.  
6 Robert W. McCausland of WorldCom, Inc. ("WorldCom"), and Mr. Lans  
7 Chase and Ms. Julia Strow of Intermedia Communications, Inc.  
8 ("Intermedia") regarding the service they have ordered from and been  
9 provided by BellSouth.

10

11 **REBUTTAL TO MS. CLOSZ'S TESTIMONY (SPRINT)**

12 Q. ON PAGE 22 OF HER TESTIMONY, MS. CLOSZ CITES SEVERAL  
13 PROBLEMS EXPERIENCED IN PROVIDING SERVICE TO SOME OF  
14 SPRINT'S CUSTOMERS IN FLORIDA. PLEASE RESPOND.

15

16 A. BellSouth can neither confirm nor deny the assertions made by Ms.  
17 Closz because her testimony about Sprint's experiences in Florida is so  
18 vague. Some examples of her lack of specificity include the following  
19 from page 22 of her testimony:

20 "An ordering problem occurred recently . . ."

21 "Several orders were also delayed . . ."

22 "[c]ustomers have been taken out of service in error . . ."

23 "[a] customer that moved was without service . . ."

24

25

1 BellSouth will gladly investigate service problems experienced by  
2 Sprint's customers. However without at least some concrete facts such  
3 as customer telephone number, Purchase Order Number and date,  
4 examples such as those cited by Ms. Closz cannot lead to any  
5 meaningful analysis or response. Despite this, BellSouth has gathered  
6 information regarding all of Sprint's conversions in the period from June  
7 24, 1997 through July 28, 1997 which I will use to provide insight into  
8 BellSouth's experiences with Sprint in Florida.

9

10 Q. ON PAGE 23 OF HER TESTIMONY, MS. CLOSZ ASSERTS THAT  
11 BELL SOUTH REGULARLY MISSES ITS COMMITMENT TO NOTIFY  
12 SPRINT IF THERE IS A PROBLEM IN COMPLETING A CUTOVER  
13 AND THAT AS A RESULT, SPRINT MISSES THE DUE DATE IT HAS  
14 PROMISED ITS CUSTOMER. PLEASE COMMENT.

15

16

17 A. It has been BellSouth's experience that Sprint rarely, if ever, provides  
18 dial tone from its switch until the day of the cutover. Thus, it is  
19 impossible to perform any pre-testing until dial tone is applied to the  
20 circuits. Sprint's cooperation by having dialtone on its facilities earlier  
21 would allow a greater certainty of completing cutovers as scheduled.  
22 To date, Sprint has not agreed to this procedure. BellSouth last  
23 presented this issue to Sprint's senior managers on June 24, 1997 for  
24 resolution.

25

1 Q. ON PAGE 23 OF HER TESTIMONY AND AGAIN ON PAGE 24, MS.  
2 CLOSZ ASSERTS THAT IN SOME CASES BELLSOUTH HAS NOT  
3 PROPERLY CANCELED CUTOVER ACTIVITY AS REQUESTED BY  
4 SPRINT AND THUS CUSTOMERS HAVE BEEN TAKEN OUT OF  
5 SERVICE. PLEASE RESPOND.

6  
7  
8 A. Obviously, if Sprint notifies BellSouth too late in the process, customer  
9 service may be affected. Nonetheless, BellSouth is aware of only one  
10 instance in the last five weeks where a customer incurred a service  
11 outage because of a due date change by Sprint. The outage occurred  
12 on July 8, 1997.

13  
14 Q. ON PAGE 23 OF HER TESTIMONY, MS. CLOSZ ASSERTS THAT  
15 "CUTOVERS HAVE ALSO INTERMITTENTLY BEEN INCOMPLETE  
16 DUE TO BELLSOUTH PROVISIONING." PLEASE RESPOND.

17  
18  
19 A. While once again Ms. Closz gives insufficient detail for any meaningful  
20 analysis, I will comment that BellSouth is aware of several recent  
21 instances where Sprint was not ready or had incomplete, or incorrect  
22 engineering. Following are a few examples:

- 23
- Customer A: July 9, 1997, BellSouth personnel attempted to cut  
24 13 lines beginning at 5:00 PM. At 9:15 PM, service was  
25 restored back to BellSouth because Sprint could not properly set

1 options at the PBX on the customer's premises to  
2 accommodate Direct Inward Dialing (DID) trunks.

- 3
- 4 • *Customer B:* On July 2, 1997, BellSouth personnel were  
5 positioned to cut nine (9) lines beginning at 5:00 PM. BellSouth  
6 completed the cut at 5:40 PM, but Sprint reported a ring  
7 generator problem. After testing our network for approximately  
8 one hour, a problem was discovered with the assistance of  
9 BellSouth's technical support staff in Sprint's network. Sprint  
10 changed out their channel units on the circuits and reset the  
11 required the settings (options), with input from BellSouth's  
12 technical support staff. This cutover was accepted by Sprint at  
13 7:00 PM.
  - 14 • *Customer C:* The original due date for this cutover was June 17,  
15 1997. On June 16, 1997, Sprint pushed out the date until June  
16 24, 1997 because the required equipment was not installed in  
17 the Sprint central office. This equipment was required to turn up  
18 Sprint's transmission facilities to the BellSouth central office.

19 My purpose in citing these examples is not to disparage Sprint's  
20 technical capabilities or its staff, but rather to show the complexity of  
21 these cutovers and the joint responsibilities which must be effectively  
22 shared in order to provide cutovers that minimize or eliminate any  
23 adverse effect on the end user customer.

24  
25

1 Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ ASSERTS  
2 "INCORRECT PROVISIONING OF CIRCUIT ORDERS HAS ALSO  
3 CAUSED POST-CUTOVER PROBLEMS SUCH AS DIMINISHED  
4 DATA TRANSMISSION CAPABILITY." PLEASE RESPOND.

5

6

7 A. BellSouth has worked diligently with Sprint to ensure that the circuits  
8 are cutover without a degradation of service. BellSouth's retail  
9 customers using BellSouth's Plain Ordinary Telephone Service (POTS)  
10 for dial-up data transmission generally can connect at a transmission  
11 rate of about 28,800 bits per second because the dial tone originates  
12 in the BellSouth switch near the customer's premises. When some  
13 customers are converted to Sprint, the dial tone is trunked across town  
14 and utilizes several Analog to Digital (A-D) conversions throughout the  
15 process. Each A-D conversion, because of the unavoidable sampling  
16 process used in this analog to digital conversion, causes a drop in  
17 effective transmission capability of roughly 2,400 bits per second on the  
18 circuit. In some cases, Sprint's customers have three or four A-D  
19 conversions in a single unbundled loop, which reduces the effective  
20 transmission rate to about 9,600 or 14,400 bits per second. BellSouth  
21 has advised Sprint that a collocation point of presence for Sprint in the  
22 BellSouth central office would remedy this situation. To date, however,  
23 Sprint has not agreed to such a collocation for this purpose.

24

25

1 Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ DISCUSSES  
2 FACILITIES SHORTAGES WHICH SHE CLAIMS ARE RESPONSIBLE  
3 FOR DELAYED CONVERSIONS. PLEASE COMMENT.

4  
5  
6 A. Because of BellSouth's use of a modern, efficient type of equipment  
7 referred to as Integrated Digital Loop Carrier (IDLC) in the Orlando  
8 area, some of Sprint's orders do encounter a facility problem.  
9 BellSouth has offered Sprint several options to resolve the problem. In  
10 many cases, BellSouth continues to work towards alleviating facilities  
11 problems right up until the due date before the facility issues are  
12 resolved and the cutover is achieved as scheduled. Obviously,  
13 BellSouth believes that Sprint would expect no less of BellSouth than  
14 for BellSouth to expend all reasonable resources to complete a  
15 conversion as scheduled. Occasionally however, a facilities shortage  
16 problem cannot be resolved by the scheduled cutover date, even given  
17 BellSouth's best efforts. Once such an impasse is reached, BellSouth  
18 notifies Sprint immediately.

19  
20 Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ CLAIMS THAT  
21 BELL SOUTH FAILED TO NOTIFY SPRINT OF A FACILITIES  
22 SHORTAGE AND, AS A RESULT, A CUSTOMER WHO MOVED WAS  
23 WITHOUT TELEPHONE SERVICE FOR A DAY. PLEASE COMMENT.

24  
25

1 A. One of Sprint's customers, Customer D moved to a new location on  
2 Friday, April 25, 1997. BellSouth received an order to move the service  
3 on the day before the move, Thursday, April 24, 1997. It was during  
4 this timeframe, that Sprint and BellSouth's facilities planners were  
5 working on a long term solution to build a fiber facility between  
6 BellSouth's central offices and Sprint's central offices. The existing 400  
7 pair facility was near exhaust. The request to move 14 circuits for  
8 Customer D was jeopardized because of this lack of facilities. On  
9 Monday, April 28, 1997, BellSouth's installers provided Customer D  
10 with service on its main number and one FAX line. On Tuesday, April  
11 29, 1997, the remaining 12 lines were installed. Here again, my intent  
12 is only to place Ms. Closz's assertions in what I believe to be the proper  
13 context. In this case, BellSouth worked diligently to convert service to  
14 Sprint despite BellSouth's receiving the order only the day before the  
15 customer moved. As evidenced by Sprint's participation in the facilities  
16 planning meeting with BellSouth in that same timeframe, Sprint should  
17 have been aware of some facilities shortages and given BellSouth  
18 adequate notice of impending customer moves. Sprint did not, in this  
19 case, provide such notice and unfortunately, the customer was  
20 inconvenienced.

21

22 **REBUTTAL TO MR. GULINO'S TESTIMONY (MCI)**

23 Q. ON PAGE 12 OF HIS TESTIMONY MR. GULINO DISCUSSES THE  
24 TOPIC OF PHYSICAL COLLOCATION AND STATES "INDEED, WE  
25 HAVE NOT SEEN ANY EVIDENCE THAT BELL SOUTH IS

1 PROVIDING UNBUNDLED PHYSICAL COLLOCATION TO ANY NEW  
2 ENTRANT IN FLORIDA." PLEASE COMMENT.

3

4 A. While Mr. Gulino correctly notes that BellSouth does not at present  
5 provide physical collocation to MCI, he appears unaware of the fact  
6 that a competitor of BellSouth has had a physical collocation  
7 arrangement in BellSouth's Courtland Street central office in Atlanta,  
8 Georgia since late 1996. As of June 15, 1997, seven (7) physical  
9 collocation arrangements for Alternative Local Exchange Companies  
10 (ALECs) in Florida were in progress towards completion. This includes  
11 physical collocation arrangements in progress for MCI in Florida.

12

13 Q. WHAT IS YOUR UNDERSTANDING OF THE PROGRESS MADE TO  
14 DATE ON PHYSICAL COLLOCATION ARRANGEMENTS  
15 REQUESTED BY MCI?

16

17 A. Work is underway to provide physical collocation space to MCI in four  
18 BellSouth central offices in Florida. All four sites require permits from  
19 local authorities. Final firm completion dates will be set for these  
20 locations once the required permits are granted. All work that can  
21 proceed without the required permits having been received is in  
22 progress and on schedule.

23

24 Q. ON PAGE 14 OF HIS TESTIMONY MR. GULINO ASSERTS THAT  
25 BELL SOUTH WILL REQUIRE A NEW POWER LEAD FOR EACH

1 COLLOCATION BAY IN PHYSICAL COLLOCATION  
2 ARRANGEMENTS. IS HE CORRECT?

3

4 A. No. The "bottom line" to the following technical discussion is that MCI  
5 is not prohibited from providing Power Distribution Feeds into its  
6 collocation space. However, MCI must comply with BellSouth's  
7 standards as outlined below regardless of which option it chooses.

8

9 BellSouth offers ALECs that collocate equipment in BellSouth's central  
10 offices several options of how to power their equipment. Obviously, for  
11 safety reasons, proper standards must be conformed to by all parties.

12 BellSouth places no restrictions on the type of telecommunications  
13 equipment which may be physically collocated within a BellSouth  
14 central office. However, in order to protect BellSouth facilities,  
15 equipment and personnel and the equipment and personnel of  
16 collocators, all collocation arrangements must be engineered and  
17 installed by a BellSouth certified vendor and must comply with the  
18 BellSouth Engineering and Installation Standards for Central Office  
19 Equipment (TR 73503). Beyond these requirements, installation and  
20 engineering decisions regarding physically collocated equipment are  
21 left to the discretion of the collocator and the collocator's certified  
22 engineering and installation vendor.

23

24 Most North American digital switch manufacturers (including MCI's  
25 choice of switching equipment) require isolated grounding for their

1 products. Integrated grounding ( also called non-isolated grounding) is  
2 used with transmission equipment and some other types of  
3 telecommunications equipment. TR73503 covers the BellSouth power  
4 and grounding standards for both configurations.

5

6 In at least one of BellSouth's central offices, MCI has elected to install  
7 both digital switching equipment and transmission equipment within  
8 MCI's collocation space. This requires two different methods of  
9 supplying power to equipment in MCI's collocation space because MCI  
10 requested isolated grounding for their digital switching equipment which  
11 is a different method for powering than is required for MCI's  
12 transmission equipment. With a combination of collocated switching  
13 and transmission equipment, the following power options are available  
14 to MCI:

15

16 For collocated transmission equipment fed from integrated ground  
17 plane power:

18

19 1. BellSouth will provide all power plant and A & B fuse positions  
20 on a BellSouth provided Battery Distribution Fuse Bay (BDFB) or  
21 comparable power distribution panel.

22 The collocator's certified vendor engineers, furnishes and installs  
23 the A & B fuses and feeders from the BellSouth BDFB to the  
24 collocated equipment bay/fuse panels.

25

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-or-

2. BellSouth will provide A & B power feeds from a BellSouth provided power plant to a collocator provided BDFB (or Power Distribution Frame). These feeders will be sized and protected in accordance with existing BellSouth TR-73503 standards and collocator power requirements.

For collocated digital switching equipment fed from isolated ground plane power:

1. BellSouth will provide A & B power feeds from a BellSouth provided powerboard to a collocator provided Power Distribution Cabinet (or PDF). These feeders will be sized and protected in accordance with existing BellSouth TR-73503 standards and collocator power requirements. With this arrangement the PDC must be part of the collocator's isolated ground plane and must be provided by the collocator.

As described above, a collocator provided PDF is optional for equipment requiring integrated grounding. A collocator provided PDF is mandatory for equipment requiring isolated grounding. However, a single PDF cannot be used to distribute power to both integrated and

1 isolated ground equipment without violating the integrity of the isolated  
2 ground plane.

3

4 Thus, with the collocation arrangements MCI has requested, MCI can:

- 5 1. provide two PDFs, or
- 6 2. provide one PDF for the isolated ground equipment, and obtain  
7 power distribution for the transmission equipment from a  
8 BellSouth BDFB (integrated ground option 1).

9

10 Q. ON PAGE 15 OF HIS TESTIMONY MR. GULINO EXPRESSES  
11 CONCERN THAT IT IS BELL SOUTH WHO "WILL CONTROL THE  
12 RESPONSE TO A REQUEST FOR COLLOCATION". PLEASE  
13 RESPOND.

14

15 A. First of all, Mr. Gulino does not express any displeasure at the results  
16 of any negotiations between MCI and those he refers to as the  
17 "BellSouth collocation people". Instead he apparently implies that there  
18 is some sort of problem if BellSouth determines whether space is  
19 available in a given BellSouth central office sufficient to meet the  
20 identified needs of an ALEC requesting collocation. Mr. Gulino ignores  
21 that BellSouth is in the best position to assess the floorspace  
22 availability in its own buildings and understand its own needs for  
23 floorspace for additional planned equipment and the like. Mr. Gulino  
24 also ignores the FCC's First Report and Order (FCC 96-325), which  
25 allows an incumbent local exchange carrier to determine, in the first

1 instance, whether physical collocation is impractical for technical  
2 reasons or because of space limitations. (Paragraphs 602-607). Of  
3 course, if MCI believes BellSouth has unreasonably withheld  
4 collocation space or arrangements from MCI or violated any legal or  
5 regulatory requirements, MCI can seek appropriate relief from the  
6 appropriate body.

7

8 Q. ON PAGE 16 OF HIS TESTIMONY MR. GULINO QUESTIONS THE  
9 NEED FOR BELL SOUTH'S POLICY OF PROVIDING SECURITY  
10 ESCORTS TO ALEC PERSONNEL DOING WORK IN THE ALEC'S  
11 PHYSICAL COLLOCATION SPACE. PLEASE COMMENT.

12

13 A. The need for adequate security in any business work place hardly  
14 needs justification in our present society. BellSouth believes that its  
15 communications facilities and those of its competitors require a very  
16 high level of security to adequately protect critical equipment and to  
17 ensure privacy of communications. Nonetheless, BellSouth's intention  
18 is to make its security measures as unobtrusive as possible.

19

20 BellSouth offers two types of collocation. The first type, virtual  
21 collocation, does not require the entrance of other than BellSouth  
22 technicians since BellSouth technicians perform installation and  
23 maintenance services under a contract arrangement. The second type,  
24 physical collocation, requires that technicians other than BellSouth's  
25 have access to the collocated equipment.

1

2 BellSouth's goal is to adapt its central offices such that separate and  
3 secured entrances are available for use by personnel of physically  
4 collocated carriers. Construction efforts are now underway in several  
5 BellSouth central offices to achieve this goal. Regrettably, some  
6 buildings cannot be or have not yet been reconfigured to permit the  
7 desired separate entrance. In such cases, security escorts are  
8 provided to accompany non-BellSouth personnel who must traverse  
9 BellSouth restricted areas to reach the equipment spaces of collocated  
10 carriers. Security escorts are available to MCI 24 hours a day, seven  
11 days a week. The procedure is the same regardless of the time of day  
12 or the day of the week.

13

14 Q. ON PAGE 25 OF HIS TESTIMONY MR. GULINO DISCUSSES  
15 RESTRICTIONS ON TRAFFIC CARRIED ON SHARED TRANSPORT  
16 INTEROFFICE FACILITIES. PLEASE RESPOND.

17

18 A. Mr. Gulino never quite gets to the point of his discussion. First, he  
19 admits that it is not technically feasible to mix interLATA traffic,  
20 intraLATA traffic and local traffic on the same trunk group and be able  
21 to measure each type in order to appropriately collect access charges.  
22 Second, he also admits that the interconnection agreement which MCI  
23 signed with BellSouth does not allow such mixing of traffic.  
24 Notwithstanding this, Mr. Gulino would like this Commission to set  
25 aside that portion of the interconnection agreement which MCI

1 voluntarily signed. It appears that MCI is using this proceeding to  
2 reopen issues that have already been decided and to which it reached  
3 voluntary agreement.

4

5 Q. ON PAGE 26 OF HIS TESTIMONY MR. GULINO STATES THAT  
6 "... UNBUNDLED SWITCHING SIMPLY HAS NOT BEEN AND IS  
7 NOT NOW AVAILABLE." IS HE CORRECT?

8

9 A. No. BellSouth had seven (7) unbundled switch ports in service in  
10 Florida and a total of 26 in service in its nine-state region as of June  
11 17, 1997. While I agree that this is a relatively small quantity of  
12 unbundled switch ports, neither MCI nor any other ALEC has requested  
13 this unbundled network element in any volume. I know of no unfulfilled  
14 requests for unbundled switch ports, either in Florida or elsewhere in  
15 BellSouth's nine-state region.

16

17 Q. ON PAGE 28 OF HIS TESTIMONY, MR. GULINO GIVES HIS  
18 VERSION OF WHY MCI AND OTHER ALECS HAVE NOT  
19 REQUESTED ACCESS TO BELL SOUTH'S ADVANCED  
20 INTELLIGENT NETWORK (AIN) DATABASES, AIN SERVICE  
21 CREATION TOOLS OR NETWORK INTERFACE DEVICES ON AN  
22 UNBUNDLED BASIS. PLEASE RESPOND.

23

24 A. Once again Mr. Gulino takes one fact and attempts to spin an entire  
25 story from it. He concludes that since MCI has not requested access to

1 BellSouth's unbundled network elements, apparently neither MCI nor  
2 any other ALEC could gain such access. The simple truth, however, is  
3 that MCI has not requested access to BellSouth's AIN databases in  
4 Florida or anywhere else in BellSouth's nine-state region.

5

6 Nor has MCI requested access to BellSouth's AIN service creation  
7 tools in Florida or anywhere else in BellSouth's nine-state region.

8 BellSouth has tested its AIN Toolkit 1.0, which provides an ALEC  
9 with the ability to create and offer AIN-service applications to its  
10 end users, as well as its AIN SMS Access 1.0, which provides an  
11 ALEC with access to the BellSouth-provided service creation  
12 environment. The completion of test calls and the generation of  
13 billing records were part of the testing process. The testing  
14 confirmed that service orders flowed through BellSouth's systems  
15 properly and that accurate bills were rendered.

16

17 MCI has not requested a single Network Interface Device (NID) in  
18 Florida or anywhere else in BellSouth's nine-state region. BellSouth  
19 also has tested the availability of the NID, which is included as part  
20 of the unbundled sub-loop element of loop distribution or may be  
21 purchased separately if the ALEC provides its own loop distribution.  
22 During the testing process, service orders for a NID flowed properly  
23 through BellSouth's systems and accurate bills were generated.

24

25

1 Q. ON PAGE 33 OF HIS TESTIMONY MR. GULINO DISCUSSES A  
2 SITUATION IN MEMPHIS, TENNESSEE CONCERNING MCI'S  
3 ACCESS TO LOCAL CALLING AREAS. PLEASE RESPOND.

4  
5 A. In discussions with BellSouth's Tennessee Regulatory office,  
6 Southwestern Bell Telephone (SWBT) stated that it required an  
7 interconnection agreement between SWBT and any other local  
8 telephone company wishing to establish local calling to the SWBT West  
9 Memphis exchange. This included MCI. Further, SWBT requested that  
10 BellSouth not send to it terminating local traffic from another company  
11 until such an interconnect agreement was in place. Despite SWBT's  
12 stated requirement that an interconnection agreement exist prior to  
13 SWBT's terminating that traffic, MCI insisted that BellSouth deliver its  
14 traffic to SWBT's switches in West Memphis. On the afternoon of  
15 March 19, 1997, SWBT notified BellSouth that the interconnection  
16 agreement with MCI was in place to support their terminating MCI's  
17 traffic. BellSouth began terminating MCI traffic to West Memphis,  
18 Arkansas later that same day.

19  
20 Q. ON PAGE 37 OF HIS TESTIMONY, MR. GULINO DISCUSSES THE  
21 TOPIC OF INTERIM NUMBER PORTABILITY. HE ASSERTS THAT  
22 "BELLSOUTH WILL OFTEN IGNORE AN MCI REQUEST FOR  
23 POSTPONEMENT [THAT IS, OF THE CONVERSION FROM  
24 BELLSOUTH TO MCI] AND WILL MAKE THE ILNP [INTERIM LOCAL  
25 NUMBER PORTABILITY] CONVERSION. BY DOING SO,

1 BELL SOUTH FORWARDS THE CUSTOMER'S WORKING  
2 BELL SOUTH NUMBER TO AN MCI NUMBER THAT IS NOT  
3 OPERATIONAL." IS HE CORRECT?  
4

5 A. No. As part of an unbundled loop installation, BellSouth will coordinate  
6 implementation of Service Provider Number Portability (SPNP) with the  
7 loop installation. This coordination requires that BellSouth make a  
8 switch translations change, referred to as a "recent change" to the  
9 customer's line. It is this "recent change" that places the remote call  
10 forwarding on that customer's telephone number. Once the BellSouth  
11 technician has entered the recent change request into the system, that  
12 request is queued with the many other changes that are routinely made  
13 to the switch's translations or memory. Obviously, if such a request  
14 has been made, the recent change process will respond to that  
15 request. Should MCI request a postponement too late in the process,  
16 the recent change transaction will complete and the situation that Mr.  
17 Gulino describes (that is, calls will be remote call forwarded to the non-  
18 working MCI number) may occur. The problem that he asserts is  
19 caused by BellSouth is simply a situation in which MCI notifies  
20 BellSouth too late in the process to prevent disruption of customer  
21 service.  
22

23 Q. ON PAGE 39 OF HIS TESTIMONY, MR. GULINO DESCRIBES A  
24 SITUATION INVOLVING MCI'S CUSTOMER, COLOPLAST. HE  
25 ASSERTS THAT BELL SOUTH USES THE MAXIMUM PERIOD

1 ALLOWABLE TO COMPLETE A CONVERSION FROM BELLSOUTH  
2 TO MCI IN ORDER TO GAIN A COMPETITIVE ADVANTAGE. IS  
3 THIS BELLSOUTH'S STRATEGY?  
4

5 A. No. First of all, I am not aware of any such strategy as Mr. Gulino  
6 suspects. Second, as I described earlier, the process of porting a  
7 telephone number to the MCI switch involves a transaction entered by  
8 a BellSouth technician to start the recent change activity. Once the  
9 BellSouth technician has entered the recent change request into the  
10 system, that request is queued with the many other changes that are  
11 routinely made to the switch's translations or memory. Obviously, if  
12 MCI's cutovers are performed during the busiest periods of the day for  
13 recent change activity, effecting the change for SPNP will take longer.  
14 Scheduling cutovers with SPNP during light traffic periods such as late  
15 at night or very early in the morning would have at least two benefits:  
16 (1) customer impact would be lessened since it is less likely that the  
17 customer would be using the telephone during light traffic periods, and  
18 (2) traffic on the recent change system would be lighter which would  
19 facilitate speedier overall completion of the cutover work.  
20

21 **REBUTTAL TO MR. MARTINEZ' TESTIMONY (MCI)**

22 Q. ON PAGE 51 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES A  
23 PROBLEM IN WHICH AN MCI CUSTOMER WAS WITHOUT  
24 DIALTONE. MR. MARTINEZ APPARENTLY CONCLUDES THAT  
25

1 PROBLEMS WITH ITS CUSTOMERS BEING OUT OF SERVICE IS A  
2 RESULT OF ACTIONS BY BELLSOUTH. IS HE CORRECT?

3

4 A. Mr. Martinez correctly described the procedure used in that two orders  
5 are required to complete the conversion. At times in early 1997  
6 (January and February) there were occasional work errors caused by a  
7 number of different departments that could have caused problems Mr.  
8 Martinez describes. The errors were related to frequently changing  
9 procedures being developed at that time regarding order processing as  
10 BellSouth sought to put provisioning procedures in place to allow MCI  
11 to get into business as soon as it would like.

12

13

14 Q. ON PAGE 52 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES  
15 THE TOPIC OF FIRM ORDER CONFIRMATION DATES. PLEASE  
16 COMMENT.

17

18 A. BellSouth provides Firm Order Confirmations (FOCs) that provide the  
19 system generated due date that should be met, but is not guaranteed.  
20 The Local Carrier Service Center (LCSC) does not provide order  
21 completion notification nor does it have any means to do so.  
22 Completion notification is available to MCI and all ALECs through  
23 BellSouth's Local Exchange Navigation System (LENS) or through  
24 Electronic Data Interchange (EDI). The LCSC does act on behalf of the

25

1 ALEC upon request when other BellSouth organizations are unable to  
2 complete an order as scheduled.

3

4

5 Q. ON PAGE 54 OF HIS TESTIMONY, MR. MARTINEZ ASSERTS THAT  
6 MCI'S REPRESENTATIVES HAVE "EXPERIENCED PROBLEMS  
7 SUCH AS BEING LEFT ON HOLD FOR 45 MINUTES WHEN TRYING  
8 TO CONTACT BELLSOUTH THROUGH ITS LCSC." PLEASE  
9 COMMENT.

10

11 A. *At the request of the BellSouth MCI Account team, the Manager of the*  
12 *BellSouth LCSC was asked to investigate an alleged 45-minute delay*  
13 *to determine if the alleged problem was one of being in queue to get to*  
14 *an LCSC representative or, instead, being placed on hold by the LCSC*  
15 *representative. After repeated requests to MCI by BellSouth, MCI*  
16 *could not provide dates and times of the alleged event. The Manager*  
17 *investigated the BellSouth phone system reports during the April and*  
18 *May time frames and found no such queue problem. Further current*  
19 *BellSouth reports show that 800 number which MCI representatives*  
20 *use to call the LCSC is consistently answered within 16 seconds.*

21

22

23 Q. ON PAGE 57 OF HIS TESTIMONY, MR. MARTINEZ ASSERTS THAT  
24 THE BELLSOUTH LCSC "REFUSED TO HANDLE A COMPLEX

25

1 ORDER FROM MCI, INSISTING THAT MCI SEND IT TO BBS [THAT  
2 IS, BELLSOUTH BUSINESS SYSTEMS]. PLEASE COMMENT.

3

4

5 A. This is another item that MCI asked the BellSouth MCI Account team  
6 to investigate, but after repeated attempts by BellSouth, MCI could not  
7 provide dates and times. The LCSC does in fact have a group of  
8 agents contracted through the BellSouth Vendor Service Center who  
9 work solely on Complex orders. The LCSC is the single point of  
10 contact for these orders and through our investigation we did find one  
11 service representative who had not been covered on the proper  
12 procedures for complex services. That service representative has  
13 since been trained on the proper procedure for complex orders.

14

15 **REBUTTAL TO MR. HAMMAN'S TESTIMONY (AT&T)**

16 Q. ON PAGE 11 OF MR. HAMMAN'S TESTIMONY, HE DISCUSSES THE  
17 END-TO-END TEST RESULTS INCLUDED IN THE 87 BINDERS OF  
18 INFORMATION BELLSOUTH FILED IN THIS PROCEEDING IN  
19 SUPPORT OF ITS REVISED STATEMENT OF GENERALLY  
20 AVAILABLE TERMS (SGAT). WHAT IS END-TO-END TESTING?

21

22 A. End-to-end testing is internal testing conducted by BellSouth to confirm  
23 that, once an ALEC orders a given resold service or unbundled network  
24 element, BellSouth can provision, maintain and render a bill to the  
25 ALEC for that resold service or unbundled network element. Orders

1 are simulated and entered into the systems and the progress of the  
2 order is monitored to ensure that all required activities are successfully  
3 completed.

4

5 Q. MR. HAMMAN SUGGESTS THAT PARTICIPATION BY THIRD  
6 PARTIES OR ALECS DURING "END-TO-END" TESTING IS  
7 REQUIRED TO CONFIRM THE END-TO-END TEST RESULTS. IS  
8 HE CORRECT?

9

10 A. No. End-to-end testing requires a high degree of technical knowledge  
11 in order to construct a meaningful test. Mr. Hamman does not suggest  
12 who might have the requisite technical knowledge, either any  
13 independent party or any ALEC. More to the point however, the best  
14 use of end-to-end testing is to confirm the ability of systems and  
15 processes used to provision, maintain and render bills before any  
16 requests have been made for the resold service or unbundled network  
17 element. Obviously, one test of the sufficiency of systems and  
18 processes is BellSouth's ability to put into service resold services and  
19 unbundled network elements in the "real world". BellSouth has  
20 satisfied this test for the vast majority of resold services and unbundled  
21 network elements, which is evident from the "live activity" reflecting  
22 actual counts of units in service. The second test of the sufficiency of  
23 BellSouth's systems and process is to conduct the end-to-end testing I  
24 discussed earlier.

25

1 Q. ON PAGE 12 OF MR. HAMMAN'S TESTIMONY HE ASSERTS THAT  
2 THE LIVE ACTIVITY SUMMARIES INCLUDED IN BELLSOUTH'S 87  
3 BINDERS ARE "NOT AN INDICATION THAT THE ELEMENTS  
4 ACTUALLY BEING DEPLOYED ARE BEING USED BY ALECs."  
5 PLEASE COMMENT.

6

7 A. BellSouth is not required by the Act or this Commission's Orders to  
8 ensure that the elements ALECs purchase from BellSouth are actually  
9 used by the ALECs. BellSouth's obligation is simply to provide them.  
10 Mr. Hamman's complaint is analogous to saying that an automobile  
11 dealer does not sell automobiles unless it can confirm that the  
12 automobiles are actually being driven by the buyer.

13

14 Q. IS THERE ANY MERIT TO MR. HAMMAN'S CLAIMS ON PAGE 21 OF  
15 HIS TESTIMONY THAT BELLSOUTH HAS NOT COMPLIED WITH  
16 ITS COLLOCATION OBLIGATION?

17

18 A. No. First of all, Mr. Hamman never really gets to whatever point it is he  
19 is trying to make. I will note, however, that In addition to the one  
20 arrangement in service now in Georgia, seven other physical  
21 *collocation arrangements are in progress in Florida with a total of 61*  
22 *arrangements in progress in BellSouth's region.*

23

24 Q. ON PAGE 26 OF MR. HAMMAN'S TESTIMONY HE QUESTIONS THE  
25 NUMBER OF INTERCONNECTION TRUNKS BELLSOUTH HAS PUT

1 IN PLACE CONNECTING ALEC NETWORKS TO THE BELL SOUTH  
2 NETWORK. PLEASE COMMENT.

3

4 A. First, Mr. Hamman apparently takes BellSouth to task for not stating the  
5 quantity of interconnection trunks in terms of DS-1 facilities employed.  
6 BellSouth correctly stated the number of interconnection trunks in  
7 service as 7,612 as of June 1, 1997. This is the quantity of  
8 simultaneous conversations that could be held. When most people use  
9 the term "trunk" they are referring to a connection capable of carrying a  
10 conversation, not to the quantity of transmission devices used. While  
11 Mr. Hamman correctly notes the capacity of a DS-1 facility as being 24,  
12 he misses the much more important point that a large number of  
13 conversations (7,612 as of June 1, 1997) between BellSouth customers  
14 and ALEC customers in Florida can take place simultaneously over the  
15 installed interconnection trunks.

16

17 Q. MR. HAMMAN ALSO MAKES THE STATEMENT ON PAGE 26 THAT  
18 "BELLSOUTH ERRONEOUSLY EQUATES INTERCONNECTION FOR  
19 PROVIDING ACCESS WITH INTERCONNECTION FOR PROVIDING  
20 LOCAL SERVICE." IS HE CORRECT?

21

22 A. No. While Mr. Hamman may be confused about what facilities are in  
23 place for access versus local interconnection, BellSouth certainly is not.  
24 All of the information in BellSouth's 87 binders referring to live activity

25

1 refers solely to arrangements, unbundled network elements or resold  
2 services provided to ALECs except unless explicitly noted otherwise.

3

4 Q. ON PAGE 43 OF MR. HAMMAN'S TESTIMONY, HE STATES THAT  
5 "DIRECT ROUTING IS NOT CURRENTLY AVAILABLE USING  
6 EITHER LCCs [LINE CLASS CODES] OR AIN [ADVANCED  
7 INTELLIGENT NETWORK]." IS HE CORRECT?

8

9 A. No. Mr. Hamman seems unaware of the outcome of AT&T's arbitration  
10 proceedings before this Commission. This Commission found direct  
11 routing (which has also been referred to as customized routing and  
12 selective routing) to be technically feasible and ordered BellSouth to  
13 provide it using Line Class Codes on a first come, first served basis.  
14 Despite that outcome of the arbitration process, to date AT&T has only  
15 requested that BellSouth provide direct routing in BellSouth's switches  
16 in Georgia and BellSouth is in the process of deploying that capability.  
17 My understanding is that AT&T began using the selective routing  
18 capability in Georgia beginning in July, 1997. Mr. Hamman raises a  
19 new issue here which he refers to regarding conversion of the dialed  
20 code "411" to a 900 number before passing it to AT&T. This capability  
21 was not part of the arbitration proceedings and is thus rightly the topic  
22 of the Bona Fide Request process. This is simply not, as Mr. Hamman  
23 suggests, "another example of BellSouth's efforts to delay providing the  
24 items it has promised."

25

1 Q. ON PAGE 46 OF HIS TESTIMONY, MR. HAMMAN COMPLAINS  
2 THAT "WHEN CUSTOMERS DIAL 411 TODAY IN FLORIDA, BOTH  
3 THE BELLSOUTH CUSTOMER AND THE ALEC CUSTOMER WILL  
4 HEAR THE BELLSOUTH BRAND." HOW MIGHT AN ALEC HAVE 411  
5 CALLS FROM ITS CUSTOMERS BRANDED?

6

7 A. One way is through the use of selective routing as I discussed earlier.  
8 This capability is available to all ALECs as a result of this Commission's  
9 requirements. If an ALEC wants its calls branded, it can make such a  
10 request to BellSouth and BellSouth stands ready to provide that  
11 capability. The simple fact is that to date AT&T has not requested  
12 selective routing in Florida.

13

14 Q. ON PAGE 47 OF HIS TESTIMONY, MR. HAMMAN DISCUSSES THE  
15 TOPIC OF TELEPHONE NUMBERS AND STATES "METHODS AND  
16 PROCEDURES FOR ASSIGNMENT OF TELEPHONE NUMBERS  
17 THAT APPLY EQUALLY TO EVERYONE INCLUDING BELLSOUTH  
18 MUST BE ESTABLISHED. THESE DO NOT EXIST TODAY." IS HE  
19 CORRECT?

20

21 A. No. In the 87 volumes of information filed with this Commission,  
22 BellSouth included approximately 266 pages of procedures for  
23 assignment of telephone numbers (NXX codes). More importantly,  
24 however, is the fact that as of June 23, 1997, BellSouth had assigned  
25 130 NXX codes to ALECs in Florida and a total of 496 NXX codes to

1 ALECs in BellSouth's nine-state region. Thus, there is simply no merit  
2 to Mr. Hamman's suggestion that ALECs are not able to obtain  
3 telephone numbers for their customers.

4

5 Q. BEGINNING ON PAGE 51 OF MR. HAMMAN'S TESTIMONY, HE  
6 DISCUSSES THE AVAILABILITY OF THE ROUTE INDEXING-  
7 PORTABILITY HUB (RI-PH) FOR PROVIDING INTERIM NUMBER  
8 PORTABILITY TO VERY LARGE CUSTOMERS. HAS BELLSOUTH  
9 AGREED TO PROVIDE THE RI-PH METHOD?

10

11 A. Yes. RI-PH is an extrapolation of the direct inward dialing ("DID")  
12 method of service provider number portability (SPNP), where the  
13 intercompany traffic is delivered from a "hub" location, typically the  
14 access tandem, rather than delivered from each local switching office.  
15 As with the DID method, when a telephone call is placed to a "ported"  
16 number, the receiving local switching office analyzes all seven digits of  
17 the dialed number and determines that the call should be transferred to  
18 another local service provider's switch. With RI-PH, the switching office  
19 prefixes a three-digit code that identifies the ALEC onto the dialed  
20 number. The call is then transmitted to the access tandem via a  
21 common facility or trunk group. The access tandem analyzes the  
22 carrier code, determines the appropriate ALEC to which the call must  
23 be directed, and transmits the call to that ALEC.

24

25

1 The technical feasibility of RI-PH was confirmed in the BellSouth lab  
2 environment during November, 1996 and was agreed to in the  
3 interconnection agreement between BellSouth and AT&T. RI-PH is  
4 technically feasible and can be implemented as requested by the ALEC  
5 with the following exception: RI-PH will not function in analog switches  
6 (e.g., 1AESS, 2BESS) that are serving an area where ten digit local  
7 dialing is required. However, there are no 2BESS switches in use in  
8 the BellSouth network in Florida. Further, there are only a very few  
9 1AESS switches using ten digit local dialing because of recent area  
10 code splits.

11

12 I do not fully understand why Mr. Hamman raises RI-PH as an issue  
13 here. BellSouth has already indicated its willingness to and its  
14 capability to provide interim number portability using RI-PH upon  
15 request of AT&T or another ALEC.

16

17 **REBUTTAL TO MR. MCCAUSLAND'S TESTIMONY (WORLDCOM)**

18 Q. ON PAGE 18 OF HIS TESTIMONY, MR. MCCAUSLAND COMPLAINS  
19 THAT "WORLDCOM HAS INCURRED SIGNIFICANT EXPENSE TO  
20 INTERCONNECT TO BELLSOUTH'S 911 NETWORK TO ENSURE  
21 THE SAFETY OF WORLDCOM'S CUSTOMERS." DOES  
22 BELLSOUTH REQUIRE WORLDCOM TO INTERCONNECT WITH  
23 BELLSOUTH'S 911 ARRANGEMENTS DIFFERENTLY THAN  
24 BELLSOUTH CONNECTS TO THOSE SAME ARRANGEMENTS?  
25

1 A. No. BellSouth's switches are connected in exactly the same way as  
2 WorldCom's switches. Mr. McCausland notes that "...the intent of  
3 those who established the pre-existing 911 network seems to be good.  
4 ...". It is unclear to me exactly what, if anything, Mr. McCausland  
5 believes BellSouth should do in order to make interconnection to  
6 BellSouth's 911 arrangements easier for WorldCom.

7

8 **REBUTTAL TO MR. CHASE'S TESTIMONY (INTERMEDIA)**

9 Q. ON PAGE 11 OF MR. CHASE'S TESTIMONY HE STATES  
10 "SOMETIMES BST [BELLSOUTH TELECOMMUNICATIONS, INC.]  
11 CONTINUES TO BILL CUSTOMERS WHO HAVE SIGNED UP WITH  
12 ICI [INTERMEDIA] BUT WHOSE CONVERSION IS DELAYED." IS  
13 THIS INAPPROPRIATE?

14

15 A. No. BellSouth is entitled to bill for its services so long as a customer is  
16 still enjoying the use of those services. In the case Mr. Chase  
17 highlights, BellSouth is still providing service to the end user and is  
18 rightly entitled to receive compensation. Obviously it is possible that a  
19 customer might be "signed up" for service from Intermedia for some  
20 time far into the future and of course BellSouth should continue to be  
21 compensated until the customer's service is moved from BellSouth to  
22 Intermedia.

23

24 Q. ON PAGE 11 OF HIS TESTIMONY, MR. CHASE STATES "THERE  
25 HAVE BEEN INSTANCES WHERE THE LCSC HAS SENT FOCs AND

1 CSRs FOR COMPLEX SERVICES TO ICI [INTERMEDIA] BEFORE  
2 BST HAS ACTUALLY PROCESSED THE ORDERS.” PLEASE  
3 COMMENT.

4  
5 A. If there is a problem, the problem stems from Intermedia’s not  
6 accurately billing its customers. The Firm Order Confirmation (FOC)  
7 and Customer Service Record (CSR) were never intended to be signals  
8 to an ALEC that it was appropriate for it to begin billing its customer for  
9 service. If Intermedia is using FOCs and CSRs in such a manner, it  
10 can expect continued billing problems to its customers which BellSouth  
11 cannot correct or control. While BellSouth has not agreed to provide  
12 completion notification to ALECs on a manual basis, those ALECs  
13 which choose to place orders electronically with BellSouth do in fact  
14 have access to completion notices. Thus, Intermedia can access the  
15 information it apparently wants and needs by using BellSouth’s  
16 electronic interfaces. As long as Intermedia chooses to place its orders  
17 with BellSouth manually (that is, via facsimile) , Intermedia will know  
18 that the service order was completed on the scheduled date unless  
19 BellSouth notifies Intermedia to the contrary.

20  
21 **REBUTTAL TO MS. STROW’S TESTIMONY (INTERMEDIA)**

22 Q. MS. STROW REFERS REPEATEDLY IN HER TESTIMONY TO  
23 BELL SOUTH’S PROVIDING UNBUNDLED LOOPS AND NETWORK  
24 ELEMENTS TO SUPPORT THE PROVISION OF LOCAL FRAME  
25 RELAY SERVICE. IS SHE CORRECT THAT BELL SOUTH HAS NOT

1 PROVIDED REQUIRED NETWORK ELEMENTS FOR INTERMEDIA  
2 TO PROVIDE LOCAL FRAME RELAY SERVICE?

3

4 A. No. BellSouth has made all required elements available to Intermedia  
5 since March 24, 1997. On March 17, 1997, BellSouth provided  
6 descriptions and drawings to Intermedia depicting the unbundled  
7 network elements required. These unbundled network elements for  
8 Frame Relay service provided from Intermedia's switch include the  
9 following:

- 10 • DS0 loop
- 11 • DS1 loop
- 12 • Interoffice transport
- 13 • Cross-connections within the BellSouth central office
- 14 • Loop concentration within the BellSouth central office

15

16 Q. DID BELLSOUTH OFFER TO AMEND THE INTERCONNECTION  
17 AGREEMENT BETWEEN BELLSOUTH AND INTERMEDIA TO  
18 PROVIDE THE REQUIRED UNBUNDLED NETWORK ELEMENTS?

19

20 A. Yes. My understanding is that BellSouth sent a proposed amendment  
21 to Intermedia on or about March 24, 1997.

22

23 Q. ON PAGE 33 OF HER TESTIMONY, MS. STROW STATES THAT  
24 BELLSOUTH IS NOT PROVIDING INTERMEDIA WITH ACCESS TO  
25 BELLSOUTH'S 911 AND E911 SERVICES. IS SHE CORRECT?

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25

A. No. Ms. Strow's position is confusing. She first states that BellSouth is providing access to a limited extent; that is, where local exchange service is provided over Intermedia's own local exchange facilities by which I presume she refers to Intermedia's switch. She then attempts to describe a situation where access to BellSouth's 911 and E911 services is not available to Intermedia "to the extent that Intermedia has requested 911 and E911 access in association with UNEs. Apparently, Ms. Strow's contention is that Intermedia's switches cannot be arranged to access BellSouth's 911 and E911 arrangements because she argues that unbundled network elements required for Intermedia to provide Frame Relay are not available. She is simply incorrect. As I pointed out earlier in my testimony, all unbundled network elements required for Intermedia to provide Frame Relay service from its switch have been available to Intermedia since March 24, 1997.

Other ALECs are today accessing BellSouth's 911 and E911 arrangements. As of June 26, 1997, seven (7) ALECs in Florida were sending mechanized updates to the BellSouth 911 and E911 databases for ALEC customers. Further, as of June 1, 1997, there were 88 trunks in service connecting ALEC switches in Florida with BellSouth's 911 and E911 arrangements.

1 Q. ON PAGE 35 OF HER TESTIMONY, MS. STROW CLAIMS THAT  
2 ACCESS TO BELL SOUTH'S DIRECTORY ASSISTANCE SERVICES  
3 IS NOT AVAILABLE TO INTERMEDIA. IS SHE CORRECT?

4

5 A. No. Here again, Ms. Strow confuses two very different issues. I  
6 believes she is here again confusing the provision of unbundled  
7 network elements Intermedia needs in order to provide Frame Relay to  
8 its customers with an entirely different topic, in this case, access to  
9 directory assistance services. As I pointed out earlier in my testimony,  
10 all required unbundled network elements required for Intermedia to  
11 provide Frame Relay service have been available to Intermedia since  
12 March 24, 1997.

13

14 Other ALECs are today using BellSouth's unbundled directory  
15 assistance services. The simple fact is that 156 trunks are in service  
16 as of June 1, 1997 between ALEC switches in Florida and BellSouth's  
17 directory assistance platform. Seven (7) ALECs in Florida use  
18 BellSouth's Directory Assistance Access Service (DAAS). Three  
19 ALECs in Florida use BellSouth's Directory Assistance Call Completion  
20 (DACC) service. Nine (9) ALECs in Florida are using BellSouth's  
21 Directory Assistance Database Service (DADS) and one (1) ALEC in  
22 Florida is using BellSouth's Direct Access to Directory Assistance  
23 Service (DADAS).

24

25

1 Q. ON PAGE 36 OF HER TESTIMONY, MS. STROW CLAIMS THAT  
2 ACCESS TO BELL SOUTH'S OPERATOR CALL COMPLETION  
3 SERVICES IS NOT AVAILABLE TO INTERMEDIA. IS SHE  
4 CORRECT?

5  
6 A. No. Once again, Ms. Strow makes a strained attempt to show that  
7 BellSouth cannot provide access to operator call completion services  
8 because of her incorrect assertion that BellSouth does not provide the  
9 unbundled network elements which Intermedia has requested of  
10 BellSouth. All the required network elements have been available to  
11 Intermedia since March 24, 1997.

12  
13 Other ALECs are using BellSouth's operator call completion services.  
14 As of June 1, 1997, there were 31 trunks in service connecting ALEC  
15 switches in Florida with BellSouth's operator call completion services  
16 platform.

17  
18 Q. ON PAGE 38 OF HER TESTIMONY, MS. STROW CLAIMS THAT  
19 ACCESS TO BELL SOUTH'S WHITE PAGE DIRECTORY LISTINGS  
20 IS NOT AVAILABLE TO INTERMEDIA. IS SHE CORRECT?

21  
22 A. No. Ms. Strow readily admits that "Yes, Intermedia has submitted white  
23 page directory listings to BellSouth, but only on a very limited basis."  
24 The "limited basis" she refers to is obviously a choice made by  
25 Intermedia. BellSouth stands ready to provide access to white page

1 listings to Intermedia as it does with other ALECs in Florida and  
2 throughout BellSouth's nine-state region. Once again, Ms. Strow  
3 attempts to confuse the separate issues of whether BellSouth is  
4 providing access to white page listings and her incorrect assertion that  
5 BellSouth does not provide all of Intermedia's requested unbundled  
6 network elements.

7

8 Q. ON PAGE 41 OF HER TESTIMONY, MS. STROW CLAIMS  
9 "BELLSOUTH HAS NOT PROVIDED INTERMEDIA WITH A  
10 NONDISCRIMINATORY ACCESS TO DATABASES AND  
11 ASSOCIATED SIGNALING NECESSARY FOR CALL ROUTING AND  
12 COMPLETION. . . ." IS SHE CORRECT?

13

14 A. No. This is yet one more instance of Ms. Strow's attempting to confuse  
15 the issue of providing unbundled network elements for Intermedia's  
16 Frame Relay service with the issue of BellSouth's providing access to  
17 databases and associated signaling. BellSouth has in fact provided  
18 nondiscriminatory access to the databases Ms. Strow cites. For  
19 example, from January, 1997 through April, 1997, ALECs and other  
20 telecommunications service providers made 8 million queries of the  
21 BellSouth 800 database. During that same period, ALECs and others  
22 made over 129 million queries of the BellSouth Line Information  
23 Database (LIDB) for calling card verification. One ALEC is directly  
24 connected to BellSouth's signaling network (SS7) while seven (7) other

25

1 ALECs access BellSouth's signaling network through a third party  
2 signaling "hub" provider.

3

4 Q. ON PAGE 46 OF HER TESTIMONY, MS. STROW CLAIMS  
5 BELLSOUTH HAS NOT PROVIDED INTERMEDIA WITH  
6 INFORMATION NECESSARY TO CORRECTLY FORMAT AND  
7 ENTER INFORMATION INTO BELLSOUTH'S SERVICE  
8 MANAGEMENT SYSTEM (SMS). PLEASE COMMENT.

9

10 A. This is yet one more example of Ms. Strow's confusing the issue of  
11 BellSouth's providing unbundled network elements to Intermedia for its  
12 Frame Relay service and the issue access to BellSouth's Service  
13 Management System. First of all, Ms. Strow readily admits that  
14 Intermedia has not made any request for such information.  
15 Regardless, BellSouth stands ready to provide such information and  
16 access should Intermedia decide to make a request. Such is also the  
17 case with access to BellSouth's Advanced Intelligent Network (AIN)  
18 Service Creation Environment which has also been referred to as the  
19 Open AIN Toolkit. Intermedia has not made any such request for  
20 access, yet complains that BellSouth does not provide it to Intermedia.  
21  
22 Second, as I have stated repeatedly, BellSouth has made all required  
23 unbundled network elements for Intermedia's providing a Frame Relay  
24 service from its switch since March 24, 1997.

25

1 Q. ON PAGE 48 OF HER TESTIMONY, MS. STROW STATES THAT  
2 BELLSOUTH'S INTERIM NUMBER PORTABILITY CAPABILITIES  
3 (THAT IS, REMOTE CALL FORWARDING AND DIRECT INWARD  
4 DIALING) DO NOT MEET THE NUMBER PORTABILITY  
5 REQUIREMENTS OF THE TELECOMMUNICATIONS ACT OF 1996.  
6 IS SHE CORRECT?

7

8 A. No. These capabilities are fully compliant with the FCC's interim  
9 number portability requirements. It may be that Ms. Strow is confused  
10 regarding the requirements for interim number portability compared to  
11 the requirements for permanent number portability. In any event,  
12 however, Ms. Strow readily admits on page 48 of her testimony that  
13 "BellSouth has provided interim number portability capabilities on an  
14 ongoing basis to Intermedia." If Ms. Strow is in fact discussing  
15 Permanent Number Portability, BellSouth has been and will continue to  
16 work with this Commission to implement Permanent Number Portability  
17 in a timely manner.

18

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20

21 A. Yes.

22

23

24

25

1           Q           (By Mr. Carver) Mr. Milner, could you  
2 summarize your testimony, please.

3           A           Yes. Good morning. My name is Keith Milner  
4 and I'm here to discuss how BellSouth has met the  
5 requirements of the 14-point checklist.

6                       BellSouth's statement outlines the functions  
7 and capabilities that BellSouth will generally offer  
8 to alternative local exchange carriers, or ALECs, who  
9 seek to provide local exchange service in Florida.  
10 Because the overall purpose of the 1996 Act is to open  
11 telecommunications markets to competition, these  
12 functions and capabilities are available as a result  
13 of the obligations imposed upon BellSouth under  
14 Sections 251 and 252(d), and as a result of this  
15 Commission's orders in the arbitration proceedings  
16 between BellSouth and certain ALECs. These are the  
17 same functions and capabilities set out in the  
18 14-point competitive checklist in Section 271.

19                       Recently I led a team of product managers,  
20 project managers, and others within BellSouth who have  
21 day-to-day responsibility for the products and  
22 services which are available to ALECs on either an  
23 unbundled or resale basis. This team's mission was to  
24 gather information that would verify that BellSouth  
25 had met the 14-point checklist.

1           The large amount of information gathered  
2 from them was assembled and collated into a consistent  
3 format for each product or service.

4           My testimony in this proceeding contains a  
5 summary of that information; thus the supporting  
6 evidence in my testimony includes the numbers of items  
7 ordered by ALECs in Florida, as well as in BellSouth's  
8 nine-state region.

9           In some cases a given resold service or  
10 unbundled network element is not in service in Florida  
11 simply because no ALEC has to date requested it.  
12 Availability in Florida, though, is evidenced by  
13 BellSouth's providing the resold service or unbundled  
14 network element in any of the nine states in its  
15 region. This is because BellSouth uses the same  
16 processes in Florida as in the other states in  
17 BellSouth's nine-state region to respond to requests  
18 from ALECs for resold services, unbundled network  
19 element, and interconnection arrangements.

20           BellSouth need not depend on ALECs actually  
21 ordering each item that is generally offered in order  
22 to prove that each item is available. Instead, if  
23 there are items that ALECs have not yet ordered,  
24 BellSouth has demonstrated availability through  
25 testing procedures.

1           In my testimony I refer to this as  
2 end-to-end testing, and that the test was used to  
3 verify that once ordered BellSouth could provision,  
4 maintain and render a bill to the ALEC for the  
5 unbundled network element or resold service or  
6 interconnection arrangement.

7           The evidence the team compiled includes  
8 where applicable things such as technical service  
9 descriptions, counts of units in service, end-to-end  
10 testing information, and the ordering, provisioning  
11 and maintenance procedures for the following:  
12 interconnection, collocation; poles, ducts and  
13 conduits; unbundled loops, subloops and network  
14 interface devices; interoffice transport; local  
15 switching; 911 operator services and directory  
16 assistance service; White Page listings; code  
17 administration; access to databases signaling and  
18 customized call routing; interim number portability  
19 and resale.

20           I believe this evidence clearly establishes  
21 that each item in the statement is available.  
22 BellSouth stands ready to provide all of the items  
23 required by the FCC's 14-point checklist and as this  
24 Commission ordered in arbitration proceedings.

25           If a given unbundled network element or

1 resold service has not been ordered by any ALEC in  
2 Florida, it is not because BellSouth is not capable  
3 of providing it; rather it is that no ALEC has to date  
4 ordered it.

5 Thank you. That concludes my summary.

6 MR. CARVER: Thank you, Mr. Milner.

7 Mr. Milner is available for cross examination.

8 MS. BARONE: Madam Chairman, Staff would  
9 like to have exhibit WKM-4 marked for identification  
10 at this time. That consists of Mr. Milner's  
11 deposition transcript, his late-filed exhibits. We'd  
12 ask that be marked as composite exhibit number --

13 CHAIRMAN JOHNSON: We'll mark it as  
14 Composite Exhibit 33.

15 MS. BARONE: Thank you.

16 CHAIRMAN JOHNSON: And it's WKM-4.

17 MS. BARONE: Yes, ma'am.

18 (Exhibit 33 marked for identification.)

19 CHAIRMAN JOHNSON: And the witness is -- did  
20 we insert his testimony into the record?

21 MR. CARVER: Yes, ma'am, I believe we did.

22 CHAIRMAN JOHNSON: Then he's ready for  
23 cross.

24

- - - -

25



1 you not, in the same vein, that today you do not have  
2 the ability to provide a mechanized bill for switching  
3 or transport, the usage element?

4 A Yes, I heard that.

5 Q Mr. Milner, you do bill your retail  
6 customers, do you not, for usage sensitive services?

7 A It's true that BellSouth has some retail  
8 services that include a usage sensitive element to  
9 them, yes.

10 Q And this usage sensitive billing is done  
11 either on an electronic or mechanized basis for your  
12 retail customers?

13 A That's correct.

14 Q Mr. Milner, I'm going to show you some  
15 excerpts from the Ameritech order, and I have had it  
16 blown up. Ms. Rule is going to assist me. And I also  
17 have copies, eight-and-half by elevens for the parties  
18 and Commissioners. (Pause)

19 If you would take a minute to review that,  
20 please, while Ms. Rule is distributing copies, please.  
21 (Pause)

22 MS. KAUFMAN: Madam Chairman, I know we've  
23 taken official recognition of the Ameritech order but  
24 it might make the record clearer if we could have an  
25 exhibit number for these excerpts.

1                   **CHAIRMAN JOHNSON:** That will be fine. We'll  
2 mark it Exhibit 34, short title "Excerpts from FCC  
3 Ameritech Order, issued August 19th, '97."

4                   (Exhibit 34 marked for identification.)

5           **Q**        **(By Ms. Kaufman)** Mr. Milner, have you had  
6 an opportunity to look at these excerpts?

7           **A**        Yes.

8           **Q**        Let's look at the first excerpt there which  
9 is from Paragraph 140 of the Ameritech order. Would  
10 you agree with me that the FCC has said that the  
11 measurement of daily customer usage for billing  
12 purposes is essentially the same for competitors as it  
13 is for the incumbent?

14           **A**        Yes, that's what those words say.

15                   **MR. CARVER:** Excuse me, I'd like to object  
16 to this procedure. What she's provided the witness  
17 looks like one-sentence blurbs, and I would like  
18 Mr. Milner to have a copy of the order in front of him  
19 so he could read the sentence surrounding these  
20 excerpts, so that he can give testimony in context as  
21 opposed to having small portions and being asked those  
22 in isolation.

23                   **CHAIRMAN JOHNSON:** Sure.

24                   **MS. KAUFMAN:** I don't have any objection to  
25 him having the entire order. I was trying to make it

1 easier for him to focus.

2 Q (By Ms. Kaufman) If you want to look at  
3 all of Paragraph 140, Mr. Milner, that's fine.

4 A Yes, I'd like to do that, please. (Hands  
5 document to witness.) Okay.

6 Q Have you had an opportunity to review the  
7 entire paragraph?

8 A 140.

9 Q Let me go back to my question, if I might.  
10 It was simply do you agree that the FCC has said that  
11 measurement of daily customer usage for billing  
12 purposes is essentially the same for competitors as it  
13 is for incumbents and so equivalent access is  
14 required?

15 A Well, I'd make two points.

16 Q Can I just ask you for a yes or no, please,  
17 and then certainly you may explain.

18 A Yes, that's what the words say. But to put  
19 this into the context I think that the paragraph was  
20 meant, first of all, we talked a good bit yesterday  
21 about the so-called daily billing usage files which is  
22 a different measurement of usage than I refer to my  
23 testimony. That I'm talking about taking usage  
24 measurements for only two very specific unbundled  
25 network elements.

1           So I'm not sure that Paragraph 140 is only  
2 talking about unbundled network elements because it  
3 talks about resold services and repair and maintenance  
4 and lots of other things as well.

5           Q     Mr. Milner -- I'm sorry, I didn't mean to  
6 interrupt you.

7           A     So the testimony I have given relates solely  
8 to the manual processing of usage measurements that  
9 BellSouth has offered to do pending the availability  
10 of a mechanized billing process.

11           I'd also add, though, that BellSouth is  
12 fully capable of gathering the usage measurements and  
13 coding those measurements on to a magnetic tape or  
14 something like that for processing. BellSouth's  
15 inability is to have a mechanized process at this time  
16 to process those measurements into a bill for the  
17 ALEC.

18           Q     Let's just look at 140 because I want to go  
19 back to a comment you just made.

20           You would agree with me that the prior  
21 sentence, which I didn't quote in my excerpt, does say  
22 that the unbundled network elements which we're  
23 talking about here have retail analogs. Do you see  
24 that?

25           A     Yes, I see that.

1           Q     I think you told us already, didn't you,  
2 that you do bill your retail customers for usage  
3 sensitive services?

4           A     In some cases we do, yes.

5           Q     Let's move to another paragraph.

6                     Would you agree with me that the FCC has  
7 said in Paragraph 161 that it requires the billing of  
8 unbundled network elements in a efficient, accurate  
9 and timely manner?

10          A     Yes, it says that.

11          Q     Would you agree with me that rendering a  
12 manual bill or retaining usage until such time as you  
13 have a mechanized system is certainly not as efficient  
14 and timely as the production of a mechanized or an  
15 electronic bill?

16          A     In the case we're talking about, no, I'm not  
17 sure that I would agree with that. I'd point out,  
18 first, that in all of the nine states of BellSouth's  
19 region, at present there are around 27 or 28, I'm not  
20 sure of the exact number, of unbundled switch ports  
21 that BellSouth has provided. So the number is very  
22 small.

23                     So rendering a manual bill for the usage  
24 gathered for 27 unbundled switch ports would not be  
25 terribly time consuming. The difficult part, as I

1 pointed out, is gathering the information in the first  
2 place; that is taking the usage measurements, which is  
3 being done and that usage is being retained.

4 Q So is it your testimony here today that in  
5 your opinion gathering that data and preparing a  
6 manual bill is just as efficient, accurate and timely  
7 as generating those bills on a mechanized or an  
8 electronic basis. Is that your testimony?

9 A It certainly can be just as accurate given  
10 the amount of work involved for 27 switch ports. And  
11 the time that it might take to run a billing system to  
12 process information for 27 switch ports it may be just  
13 as timely.

14 Q Okay. What if you had 1,000 switch ports  
15 would it be just as accurate, timely and efficient?

16 A It could be just as accurate. It may or may  
17 not be as timely. I believe Mr. Scheye pointed out,  
18 and I'll say again, that BellSouth expects a  
19 resolution to its inability to create a mechanized  
20 bill later this month.

21 BellSouth has offered to all those ALECs who  
22 are taking switch ports from it to either have a  
23 manually prepared bill, or to hold that usage until  
24 the time that BellSouth can mechanically produce that  
25 bill. To my knowledge, all those ALECs have said wait

1 until you have that mechanical process.

2 I'd also add, though, that the amount of  
3 money that's potentially involved here, given there  
4 are only 27 switch ports in service right now, is  
5 very, very small. Even if a -- even if each of those  
6 switch ports had a thousand minutes of usage per  
7 month, which is a sizable amount -- and if the charge  
8 per minute was a half a cent -- I think it's actually  
9 less than that -- for all 27 of those we're talking  
10 about \$135 per month. So in material terms I don't  
11 think this is a great efficiency.

12 Q Do you know how long it would take a  
13 BellSouth employee to extract that information from  
14 the switch and generate a manual bill?

15 A Well, first of all, the employee would not  
16 extract the information from the switch. The  
17 information is automatically put on a tape. That tape  
18 could be printed. And then I think it would be  
19 relatively simple process of taking those minutes of  
20 use, cross multiplying by some charge of, you know, X  
21 number of tenths-of-a-cent per minute to derive a  
22 monetary amount.

23 Q Do you know how long it would take a  
24 BellSouth employee to extract that information from  
25 the tape, do the calculations and generate a bill?

1           **A**     To my knowledge we've not done that given  
2 that no ALEC has requested it. But again, I don't  
3 think that would be a very time-consuming process.

4           **Q**     You don't know how long it would take, do  
5 you?

6           **A**     Not exactly, no.

7           **COMMISSIONER CLARK:** Mr. Milner, can I ask a  
8 question along those lines? It sounds like from your  
9 testimony that because of the relatively low amount of  
10 incidents that you need to do it now it's sufficient  
11 to do it manually. But would you agree that when we  
12 have full competition and we have lots of ALECs  
13 providing service, that manual is not as efficient as  
14 electronic?

15           **MS. McMILLIN:** I certainly would agree with  
16 that, and that's precisely the reason that BellSouth  
17 began sometime ago to produce that mechanized process.

18           **COMMISSIONER CLARK:** You intend to have that  
19 in service by the end of this month?

20           **MS. McMILLIN:** That's my understanding, yes.

21           **Q**     **(By Ms. Kaufman)** Just to follow up on  
22 Commissioner Clark's question, assuming that you do  
23 have this service in place at the end of the month,  
24 the carriers would not have had the opportunity to  
25 test that service in time for this proceeding, would

1 they?

2           A     That's possible. I don't know the exact  
3 date of the availability of that mechanized bill. But  
4 let me also add that should a ALEC have a billing  
5 dispute, there are certainly channels back through  
6 BellSouth for registering that dispute.

7           Q     Just to be clear, the mechanized process is  
8 not in place today, as we sit here today in this  
9 hearing; the carriers that would make use of that  
10 service have not had an opportunity to the test it but  
11 it's not existence yet; is that correct?

12          A     Certainly that's correct.

13          Q     Look with me at Paragraph 221 of the  
14 excerpts, please, and if you want to refer to the  
15 entire paragraph that's certainly fine.

16                     But I was going to focus on the language  
17 that I have excerpted there. Have you had an  
18 opportunity to look at that?

19          A     Just a moment, please. (Pause) Okay.

20          Q     All right. Would you agree with me that the  
21 FCC has said that they would expect a BOC who seeks  
22 interLATA entry to provide data comparing its  
23 performance in delivering daily usage information for  
24 customer billing to its retail operations and  
25 competing carriers?

1           A     Yes, that's what it says.

2           Q     And it's true, isn't it, in this proceeding  
3 BellSouth has not provided any comparative data that  
4 would compare the provision of daily usage data to  
5 competitors vis-a-vis its retail operations?

6           A     I don't know whether that's true or not.  
7 There may be some information that Mr. Stacy is aware  
8 of in terms of what information would be provided to  
9 ALECs comparing BellSouth's performance for its retail  
10 customers with its performance for ALECs. I don't  
11 know.

12          Q     You don't know if that --

13          A     But I don't know.

14          Q     -- has been provided?

15          A     No, I don't know.

16          Q     Mr. Milner, I want to move to a different  
17 area. It involves billing still, but it doesn't  
18 relate to the bill that BellSouth would send the  
19 ALECs. It relates to how the ALEC would bill  
20 interexchange carriers for terminating access, so it's  
21 a little different scenario than what we have been  
22 discussing.

23                   Were you here yesterday or did you hear my  
24 discussion with Mr. Scheye about the ABC ALEC? Just  
25 use for that convenience.

1           A     I'm sorry, ABC ALEC?

2           Q     Right. Let me go ahead --

3           A     I don't recall that. I may have been out of  
4 the room.

5           Q     Well, I want you to assume that there's a  
6 new entrant, ABC ALEC, and I choose that ALEC for my  
7 local service provider, okay. And I'm going to change  
8 a little bit from what I asked Mr. Scheye, but I have  
9 a lot of relatives that call me long distance and they  
10 are all over the country. Some of them use Sprint,  
11 some of them use WorldCom, some of them AT&T, some Of  
12 them use MCI and they all call me. So ABC ALEC is  
13 going to need to bill all of those carriers for  
14 terminating access.

15                     What I want to know is isn't it true that as  
16 we sit here today that BellSouth cannot provide ABC  
17 ALEC with the information it would need to bill  
18 terminating access to those interexchange carriers?

19           A     I don't know the answer to that. I'm not an  
20 access charge expert. Mr. Scheye would have been the  
21 right witness to pose those questions to. But as to  
22 how we bill access on terminating calls, I don't know.

23           Q     So you don't know if BellSouth is able to  
24 provide that level of billing detail to the ALEC?

25           A     I don't know.

1 MS. KAUFMAN: That's all I have, thank you.

2 CHAIRMAN JOHNSON: Ms. Wilson.

3 CROSS EXAMINATION

4 BY MS. WILSON:

5 Q Good morning Mr. Milner. I'm Laura Wilson.  
6 I represent the Florida Cable Telecommunications  
7 Association.

8 A Good morning.

9 Q I have just a few questions for you. First,  
10 I was wondering if you have before you Staff's Third  
11 Set of Interrogatories, Item No. 68, which relates to  
12 ALEC-BAPCO agreements that have been executed.

13 MS. WILSON: And, Madam Chairman, just for  
14 your reference this is found in Exhibit No. 6, Pages  
15 158 and 9.

16 A Would you say the number again? I have some  
17 but not all.

18 Q It's BellSouth's response to Staff's Third  
19 Set of Interrogatories, Item No. 68.

20 A No, I'm sorry, I don't. I have Staff's  
21 first and second set, but not third.

22 MS. WILSON: May I have just a minute?

23 (Pause)

24 Q Do you have that front of you now?

25 A Yes, I do.

1           Q     I don't want to get in confidential  
2 information so I'm trying to avoid that. I just want  
3 to ask you whether you know was a confidential list of  
4 ALECs that have BAPCO agreements ultimately supplied  
5 to Staff as Attachment B to Item 68?

6           A     Yes, I believe it was.

7           Q     Okay. And, again, I don't want to get into  
8 that list, but I want to just ask you generally how is  
9 that list compiled?

10          A     My understanding is that a person within  
11 BellSouth Telecommunications made contacts to  
12 BellSouth advertising and publishing for that  
13 information, and the list that BAPCO, as we refer to  
14 them, produced is the -- was the proprietary response  
15 that was given.

16          Q     So essentially this is BAPCO's list; is that  
17 correct?

18          A     That's my understanding.

19          Q     You have no personal knowledge as to whether  
20 this list is correct?

21          A     That's correct.

22          Q     Okay. Do you know whether BellSouth in this  
23 proceeding undertook any measures to verify accuracy  
24 of BAPCO's list?

25          A     I don't know whether it has or has not. I

1 would presume that the person who managed this -- the  
2 interrogatory that you just handed me would have  
3 made -- checked for reasonableness of the response.

4 Q But you don't know for sure that she did, do  
5 you?

6 A I don't know that she did or not.

7 Q Now, I'd like you to turn to Item No. 98  
8 that's also the same package I just handed you,  
9 Page 196.

10 A You said Item 98.

11 Q Item No. 98, BellSouth's response to Staff's  
12 Third Set of Interrogatories, Item No. 98, Page 196 of  
13 the packet I gave you.

14 A I do.

15 Q And again I'm trying to avoid disclosing  
16 confidential information, but I want to ask you again  
17 did BellSouth provide a list of the telecommunications  
18 carriers that have requested interim number  
19 portability from BellSouth?

20 A Yes.

21 Q Okay. And how is that list compiled?

22 A My understanding is that a query was made in  
23 our recordkeeping system looking for the sort of  
24 shorthand for interim number portability and all of  
25 the records that matched that code were printed and

1 then associated with the requesting ALEC.

2 Q Okay. Would it surprise you to learn that  
3 Media One has requested and utilizes interim number  
4 portability even though it's not listed here?

5 A I was informed of that earlier today.  
6 That's my only knowledge of that.

7 Q So it would not surprise you?

8 A I don't know if I'd be surprised or not. If  
9 you say that Media One is using interim number  
10 portability and it's not on that list, I'm not sure  
11 why it's not. We'll certainly investigate that and  
12 provide an answer.

13 Q That would be fine. If I could have that  
14 answer as late-filed exhibit.

15 CHAIRMAN JOHNSON: I'm going to mark this  
16 35. And what is the late-filed? Give me a short  
17 title, and perhaps if you could, for the record, state  
18 what the question is.

19 MS. WILSON: For the record, the question  
20 was whether Media One has requested and utilizes  
21 interim number portability in Florida.

22 CHAIRMAN JOHNSON: Short title it "Media  
23 One's Request for Interim Number Portability." Okay.

24 (Late-Filed Exhibit 35 identified.)

25 MS. WILSON: I have no further questions.

1                   **CHAIRMAN JOHNSON:** Mr. Melson.

2                   **MR. MELSON:** I've got several exhibits to  
3 hand out. Let me just take a minute to do that. It  
4 will make things go quicker then. (Hands out  
5 documents.)

6                   Chairman Johnson, if we got it right, we've  
7 handed out four exhibits that are labeled "Milner Cross  
8 Examination Exhibits, A, B, C and D." Could I have  
9 those identified as Composite Exhibit No. 36.

10                   **CHAIRMAN JOHNSON:** They will be identified  
11 as Composite 36, Milner's A through D.

12                   (Exhibit 36 marked for identification.)

13                   **CROSS EXAMINATION**

14 **BY MR. MELSON:**

15                   **Q** Mr. Milner, I'm Rick Melson representing  
16 MCI.

17                   At Page 8 of your direct testimony, Line 20,  
18 you state that BellSouth's SGAT provides for trunk  
19 termination points generally at BellSouth tandems or  
20 end offices for reciprocal exchange of local traffic.  
21 Do you see that?

22                   **A** Yes.

23                   **Q** When you refer to tandems there, do you mean  
24 access tandems, local tandems or both?

25                   **A** I'm referring to both.

1           Q     Were you here yesterday when Mr. Scheye  
2 testified that BellSouth does not offer  
3 interconnection at the local tandem under the SGAT?

4           A     I don't recall whether Mr. Scheye said it  
5 was in the SGAT or not. I do recall Mr. Scheye  
6 stating that connection at the local tandem was  
7 offered by BellSouth.

8           Q     Let me ask this: Whether or not it's  
9 offered under the SGAT, would you agree with me that  
10 interconnection at the local tandem is technically  
11 feasible?

12          A     It's technically feasible. I understand  
13 there are some measurement difficulties at the local  
14 tandem. Measurements that are routinely not taken in  
15 the local tandem that would be required, so it may  
16 require some work. But yes, it's technically  
17 feasible.

18          Q     And let me change gears on you just  
19 slightly. While we're talking about technical  
20 feasibility, would you agree with me that it's  
21 technically feasible for multijurisdictional traffic,  
22 and by that I mean interLATA, intraLATA and local, to  
23 be combined on a single trunk group?

24          A     Yes and no. Let me answer the yes part.  
25 Yes, the traffic can be placed on a single trunk

1 group. The part that's not technically feasible is at  
2 some later time determining for allocation purposes  
3 what sort of traffic was on that trunk group. In  
4 other words, I understand the difficulty to be the  
5 measurement of -- in the case you gave -- intraLATA,  
6 the part that's interLATA and the part that might be  
7 local. So certain factors would have to be developed  
8 in the absence of measurements to decipher the traffic  
9 to that trunk group and determine what jurisdiction  
10 that traffic belonged in.

11 But in terms of the ability to put the  
12 traffic on the trunk group in the first place, yes,  
13 that's possible, though it may not be possible  
14 technically to measure that traffic sufficiently to  
15 determine the proper jurisdiction.

16 Q And is the process of estimating the  
17 jurisdiction similar to the process that existed for  
18 years in the interexchange industry in estimating  
19 percentage interstate use, PIU, factors?

20 A Is it similar? Yes, in some regards it's  
21 similar, although the process we're talking about here  
22 is quite a bit more complex given the additional types  
23 of traffic that might be carried on a single trunk  
24 group. So I'd say it's similar but it's quite a bit  
25 different in the fact that it's much more complex.

1           Q     Is it also similar to the process for  
2 estimating percentage local use factors to divide  
3 local usage from intraLATA usage?

4           A     Well, I think that's the same allocation  
5 we're talking about. Again, it's similar but it's  
6 much more complex.

7           Q     If an ALEC were to order an unbundled loop  
8 and an unbundled switching port, how would those  
9 physically be delivered to the ALEC, do you know?

10          A     There are several ways. For example, using  
11 the unbundled loop element first, that loop could be  
12 delivered to the ALEC switch over interoffice  
13 facilities, either on a concentrated or  
14 nonconcentrated basis; that would be one alternative.

15                     Alternatively, that unbundled loop might be  
16 delivered into a collocation space, a physical  
17 collocation space within the BellSouth central office  
18 and the ALEC would receive it there and use their own  
19 facilities to transport that loop to their switch or  
20 to some other location.

21          Q     Let me ask about the situation where an ALEC  
22 purchases an unbundled loop and an unbundled port and  
23 wants to combine the two. And to simplify it let's  
24 assume that the ALEC that is a physical collocation.  
25 How would the unbundled switching element be delivered

1 to the ALEC's collocation space?

2           A     Okay. I'll also for both the loop and the  
3 switch port.

4                     The switch port appears on a distributing  
5 frame called the main distributing frame within the  
6 central office, as does the loop. Normally the loop  
7 and the switch port are tied together at the main  
8 distributing frame. In the case you cited, a cable  
9 would be extended from the main distributing frame to  
10 the collocation space. So individually the switch  
11 port would be connected to one pair on that cable that  
12 extends to the collocation space, the loop would be  
13 tied to that same cable, or a different cable,  
14 perhaps, into that same collocation space.

15                     So essentially cabling between the main  
16 distributing frame and the collocation space or some  
17 other frame that would perform the same function.

18           Q     So whereas if Bell were to combine those  
19 two, there would be essentially a short jumper on the  
20 main distributing frame. If there were to be  
21 delivered to the ALEC for combination, you'd run two  
22 sets of wires from that frame into the ALEC's  
23 collocation space so that the ALEC could -- I don't  
24 want to say twist them together -- but connect them  
25 together; is that correct?

1           A     Yeah.  In the example you've cited you've  
2     stated that the ALEC wants to connect those things  
3     within its collocation space and the only way to do  
4     that is to extend a cable from some other frame to  
5     that collocation space.

6           Q     I want to turn for a minute to billing of  
7     items that involve usage and follow up on a couple of  
8     questions Ms. Kaufman asked you moment ago.

9                     And what I'm trying to do is understand  
10    particularly which items BellSouth cannot generate  
11    mechanized bills for today.  And do I understand that  
12    one of those items is local interconnection where  
13    there's a different rate for tandem switching versus  
14    end office switching?

15          A     That is not one of the -- that's not in my  
16    testimony.  The billing problems that I talk about  
17    deal with the unbundled network element local  
18    switching, and the other unbundled network element,  
19    shared transport.

20          Q     I may have misunderstood.  Could you turn to  
21    Page 10 of your testimony, at Line 7, and tell me what  
22    it is you're describing at that paragraph.

23          A     In the case there on Page 10 the example is  
24    to show that in the case of MFS, that their rate  
25    structure requires a minutes-of-use charge, and that

1 that same rate structure is in other interconnection  
2 agreements. And that as of May, that we were  
3 producing system generated bills for those.

4 Q All right. Now, look at the next paragraph  
5 beginning on Line 7. Does that refer to a different  
6 interconnection situation where you cannot generate  
7 mechanical bills?

8 A Yes, that's correct.

9 Q And to what carriers does that second  
10 interconnection rate structure apply?

11 A I don't have a list of which ALECs use that  
12 particular style of -- I'm not sure what it says in  
13 the interconnection agreements. In other words, I  
14 don't know which ALEC's interconnection agreement  
15 matches that second case.

16 Q Do you know which case does the SGAT match?  
17 Does it match Case 1 or Case 2?

18 A I don't know.

19 Q So there's at least some local  
20 interconnection that cannot be billed for on a  
21 mechanical basis?

22 A Yes, some.

23 Q Some. You also mentioned unbundled local  
24 switching?

25 A That's correct.

1 Q And what was the third item you measured?

2 A Shared transport.

3 Q I believe in answer to a previous question  
4 you indicated that in these cases where BellSouth  
5 can't bill mechanically that you've offered ALECs the  
6 option of getting a manual bill or waiting until your  
7 systems are in place and getting backbilled?

8 A Yes, that's correct.

9 Q And do you recall my asking you during your  
10 deposition whether AT&T or MCI had elected to wait for  
11 their bills?

12 A Yes.

13 Q And I believe you gave us a Late-filed  
14 Deposition Exhibit No. 16 that said you had been  
15 unable to determine whether AT&T and MCI had ever made  
16 that election; is that correct?

17 A No, I don't believe that's exactly what I  
18 said. During the deposition I said I thought that a  
19 letter had been sent, perhaps from BellSouth's account  
20 team to AT&T or MCI. BellSouth was unable to find  
21 such a letter. It may have been, on the other hand,  
22 that a telephone call between BellSouth and the ALECs  
23 was made instead. But we're not able to find the  
24 letter. If I said there was a letter I was mistaken.

25 Q Okay. And when you say there may have been

1 a telephone call you're just speculating; is that  
2 correct?

3 A Again, my conversations with the account team  
4 say that all of the ALECs that were in this situation,  
5 that they had discussed with and had elected to have  
6 usage held.

7 Q There are seven physical collocations in  
8 progress in Florida today; is that correct?

9 A That's my understanding, yes.

10 Q And when we say in progress, we mean there's  
11 been a firm order placed for a physical collocation  
12 and it has not yet been completed and delivered to the  
13 ALEC?

14 A Yes. It's in some stage of construction.

15 Q How many physical collocations are complete  
16 in Florida today?

17 A I understand that only one is complete in  
18 Florida.

19 Q And when was that completed?

20 A I don't know the exact date. Sometime in  
21 the last two months perhaps.

22 Q Was it completed since the date of your  
23 deposition?

24 A I became aware of its completion after that.  
25 I'm not sure of the exact completion date.

1           Q     Can you tell me the date that firm orders  
2 were placed for the six collocations that are still in  
3 progress?

4           A     I believe that was in one of the late-filed  
5 exhibits that I filed.

6           Q     All right. Maybe No. 18.

7           A     I'll check. (Pause) Yep, it's No. 18.

8           Q     Now, No. 18 just tells us the date that  
9 BellSouth applied for building permits; is that  
10 correct?

11          A     Yes, that's what was asked for.

12          Q     And I'm guess I'm asking you today not when  
13 BellSouth applied for building permits but when the  
14 ALEC placed a firm order with BellSouth for the  
15 collocation?

16          A     I don't have that before me.

17               MR. MELSON: Chairman Johnson, I'd like to  
18 ask for that as a late-filed exhibit but I believe it  
19 may have been asked of Mr. Scheye yesterday. I simply  
20 I don't recall.

21               MR. CARVER: I believe that's late-filed  
22 No. 29.

23               MR. MELSON: All right.

24          Q     (By Mr. Melson) You've also got late-filed  
25 deposition exhibit that is included in -- strike that.

1                   Your Late-filed Deposition exhibit 20, could  
2 you turn to that for a moment please?

3           A     Yes.

4           Q     I believe that is a confidential exhibit  
5 that shows number of collocations by requesting  
6 carrier.

7           A     Yes.

8           Q     And Mr. Milner, I'm going to ask you about  
9 MCI Metro's number and MCI does not consider that the  
10 number for itself as proprietary. You show there a  
11 number of 18 physical collocation requests; is that  
12 number correct?

13          A     To my knowledge that is correct.

14          Q     Is that region-wide or Florida-specific?

15          A     I understand that to be Florida-specific.

16          Q     If you have seven physical collocation  
17 requests total, how can 18 of them be MCI's?

18          A     I think the difference between those two  
19 answers is that I show seven in progress. I think  
20 that this No. 18 includes early inquiries. I don't  
21 know that these are, as you use the term, firm orders  
22 or not. So when I say in progress, I mean the work  
23 has commenced. So it may be that these are all firm  
24 requests, but physical work has not commenced.

25          Q     I wonder then if I might ask that we add to

1 Late-filed Exhibit No. 29 to indicate if there are any  
2 other firm requests that BellSouth does not yet  
3 consider to be in progress.

4           **CHAIRMAN JOHNSON:** Could you repeat what  
5 you'd like to have?

6           **MR. MELSON:** Yes. The witness has testified  
7 that there may be some other firm requests for  
8 collocation that Bell doesn't put in the category of  
9 quote "in progress." And I'm just trying to find out  
10 if there, in fact, is anything in that firm request  
11 but not-in-progress category. And if so, the date  
12 that the firm request was made.

13           **CHAIRMAN JOHNSON:** Does the witness  
14 understand the request?

15           **MS. McMILLIN:** Yes.

16           **CHAIRMAN JOHNSON:** Okay. Then we'll show  
17 that added.

18           **Q**     **(By Mr. Melson)** Mr. Milner, let me leave  
19 collocation for a minute. You make reference to  
20 Page 23 of your direct testimony to the fact that  
21 seven ALECs are sending mechanized 911 updates to  
22 BellSouth; is that correct?

23           **A**     I'm sorry, would you give me the page  
24 reference again?

25           **Q**     Page 23.

1           A     Yes, that's correct.

2           Q     Does BellSouth maintain any comparative data  
3 on the timeliness or accuracy of entering those 911  
4 updates into its database for the ALECs versus the  
5 timeliness and accuracy of 911 updates for BellSouth  
6 customers?

7           A     I'm not sure of measurements. I do know  
8 that the process is identical. That in the resale  
9 environment -- let me take that example first -- that  
10 that database is updated in precisely the same manner  
11 for BellSouth's retail customers as for an ALEC's  
12 resale customers.

13                     In the instance of an ALEC that has its own  
14 switch, for example, and updates the BellSouth 911  
15 database, that that is done in a mechanized fashion,  
16 it's done on a daily basis. The same edits and  
17 rejects are used for the ALEC's information as is used  
18 for BellSouth's. So apart from the measurement  
19 question, which I don't know the answer to, I do know  
20 the process is identical.

21           Q     I guess the measurement question was the one  
22 I asked you, and you don't know whether --

23           A     And I don't know the answer.

24           Q     -- to the comparative measure.

25                     On Page 28 of your testimony, and, in fact

1 continuing for a couple of pages thereafter, you talk  
2 in general about BellSouth providing nondiscriminatory  
3 access to telephone number assignments. In that  
4 testimony is it correct that you are referring only to  
5 assignments of entire NXXs to ALECs?

6 A Yes, that's correct.

7 Q And you're not talking about assignment of  
8 individual telephone numbers out of a BellSouth NXX?

9 A That's also correct.

10 Q Now, you talked a little bit earlier about  
11 end-to-end testing that BellSouth has performed for  
12 various services, and I'd like to explore a few  
13 aspects of that end-to-end testing.

14 In that testing, was the order for the  
15 service placed directly into BellSouth systems or was  
16 it entered through the LENS or EDI interface that an  
17 ALEC might use?

18 A The orders that we used in end-to-end  
19 testing were placed directly into the system, not  
20 through LENS or EDI. The test was not a test of the  
21 ordering mechanism, that is LENS or EDI, but rather a  
22 test of BellSouth's ability to appropriately respond  
23 to that order once it had been placed by whatever  
24 means, LENS, EDI or even manually, to ensure that  
25 BellSouth could provision, could maintain, repair the

1 service if it was dysfunctional and could render a  
2 bill for it.

3 Q So part of the test was to determine whether  
4 you could properly install and maintain the services?

5 A Yes, that's correct.

6 Q Isn't it true that you didn't actually  
7 install any of the services as part of the end-to-end  
8 testing process?

9 A The physical work that might have been done  
10 to actually put the resold service, for example, into  
11 place was not done. However, the test did confirm  
12 that the information appeared on a work list, a work  
13 order, if you will, for a BellSouth technician who  
14 works dozens, perhaps hundreds of these types of  
15 orders a day.

16 There was nothing unique about the process  
17 once it reached that stage, that the technician did  
18 not make cross-connections on a frame. But, again,  
19 it's exactly the same process.

20 Q So the short answer is you did not actually  
21 install any of the UNEs or services as part of the  
22 end-to-end testing process; is that correct?

23 A That's correct. It concluded with  
24 successful production of a work order for a BellSouth  
25 technician.

1           Q     And roughly how many UNEs or resold services  
2 did you conduct this end-to-end testing on?

3           A     Well, that number varied by which type of  
4 unbundled element we're talking about. For example,  
5 there are a variety of different kind of loops.

6                     However, the number was generally fairly  
7 small. This was not a volume test of the ordering  
8 process, nor was it a volume test of BellSouth's  
9 ability to make cross-connections on a frame, for  
10 example. BellSouth does thousands of those daily.

11                    So the test was, on the other hand, to  
12 verify that the process could be executed without  
13 error and without manual intervention to respond to  
14 error conditions during the process.

15           Q     When you say "not very many," isn't it true  
16 that only a single order was placed for each separate  
17 resold service or UNE that you performed end-to-end  
18 testing for?

19           A     Yes. But, again, these are mechanized  
20 processes that operate in exactly same fashion, given  
21 the same inputs time after time after time. It was  
22 not a volume test; it was a test of the process. So  
23 one of each sort of loop, for example, is an entirely  
24 appropriate quantity.

25           Q     And if the first time you tested a

1 particular unbundled element it dropped out of the  
2 process because of some error condition, do I  
3 understand that you corrected that error condition,  
4 then started over with that single element?

5       A     Yes, that's correct; and that process was  
6 repeated as often as necessary to the point that an  
7 order could flow successfully through the entire  
8 process without error.

9       Q     And once you had the single order flow one  
10 time through the entire process, that was the end of  
11 the test for that particular element or service?

12       A     Once the team was assured that orders of  
13 that type could successfully flow without error and  
14 without intervention, then the test was concluded;  
15 yes.

16       Q     Your answer was a little different from my  
17 question. Let me ask the question again. Once a  
18 single order had flowed from the starting point to the  
19 ending point, that was the conclusion of the test for  
20 that particular service or element?

21       A     Yes. Passing one order of a type through  
22 the system without error and without manual  
23 intervention is considered a valid test result. It  
24 was not a volume test.

25       Q     And there was no participation in this

1 end-to-end testing by any third parties, no ALECs, no  
2 ALEC customers, no BellSouth customers, no third-party  
3 consultants; is that correct?

4       A     That's correct. The participants in the  
5 study were those within BellSouth with sufficient  
6 subject matter expertise to conduct the test.

7       Q     There was no end-to-end testing of loop port  
8 combinations; is that correct?

9       A     Yes, that's correct.

10       Q    In fact, is it fair to say that the ordering  
11 processes available to the ALECs don't allow for the  
12 ordering of loop port combinations?

13       A     I'm not an expert on the ordering system.  
14 If you refer to LENS or EDI, that may be a question  
15 you would want to refer to Ms. Calhoun. So I don't  
16 know the answer to that.

17       Q     And I take it from some of your earlier  
18 answers to Ms. Kaufman that there was no test of the  
19 ability of BellSouth to provide an ALEC with access  
20 billing data for an unbundled local switching element;  
21 is that correct?

22       A     You've introduced the word "access billing."  
23 I don't know the answer to that.

24       Q     You don't know whether you tested that or  
25 not?

1           **A**     The association of access charges with an  
2 unbundled element would not necessarily be something  
3 that would be tested as part of an end-to-end test for  
4 that unbundled element.

5                     The test, rather, was could the unbundled  
6 element be provisioned; would the databases be  
7 populated with information such that it could be  
8 repaired if it broke; could a bill be rendered. Not  
9 was -- in the larger scheme of things if an ALEC  
10 combined certain unbundled elements, was it entitled  
11 to access charges and could those be billed for. That  
12 was simply not part of the test.

13           **Q**     The first part of that answer you said it  
14 was not necessarily part of the test. At the end you  
15 said it was not part of the test. I just want to be  
16 clear. It was not part of the test; is that correct?

17           **A**     It was not part of the test. The billing  
18 that I refer to as part of end-to-end testing is  
19 billing for the unbundled network element itself, as  
20 defined in the technical service description.

21           **Q**     Is it true that BellSouth does not provide  
22 any unbundled loop distribution in Florida today?

23           **A**     Yes, I believe that's correct, simply  
24 because no ALEC has to date requested it.

25           **Q**     BellSouth does not use unbundled loop

1 distribution in its own provision of services; is that  
2 correct?

3           **A**     You used the term "unbundled loop  
4 distribution." BellSouth does not use unbundled  
5 elements in the delivery of any of its retail  
6 services.

7                   **COMMISSIONER CLARK:** What is loop  
8 distribution element?

9                   **MR. MELSON:** That is the -- I think of it as  
10 the pair of wires --

11                   **COMMISSIONER CLARK:** Do you want to testify  
12 or do you want Mr. Milner to testify?

13                   **MR. MELSON:** I would answer it quicker.  
14 But, Mr. Milner, could you tell me what unbundled loop  
15 distribution is?

16                   **WITNESS MILNER:** Loop distribution is that  
17 part of the entire loop that begins at the customer's  
18 premise and generally runs to some cross-connect point  
19 where that smaller cable is met with larger cables  
20 that proceed from there to the BellSouth central  
21 office.

22                   So the loop itself is composed of at least  
23 two parts; what we call loop feeder, which is that  
24 part that connects directly to the central office;  
25 loop distribution, which is the other half of that

1 loop which connects to the customer's premises.

2           **COMMISSIONER CLARK:** You mean the stuff that  
3 comes from the box on the corner to my house?

4           **WITNESS MILNER:** Exactly.

5           **COMMISSIONER CLARK:** And you don't provide  
6 any of that today?

7           **WITNESS MILNER:** Well, we use it, but we  
8 don't provide that as a retail service to any of our  
9 customers.

10           **Q**       **(By Mr. Melson)** You don't separate that  
11 out today from the feeder in the provision of your own  
12 services?

13           **A**       Well, that element -- I won't call it an  
14 element -- that cable is used in providing a retail  
15 service.

16                   Yes, we use distribution plant, we use  
17 feeder plant. We just don't have -- we don't use it  
18 as an unbundled network element; that is, we don't  
19 provide it in some way independent of other pieces of  
20 our network.

21           **COMMISSIONER CLARK:** So an ALEC cannot buy  
22 just the piece that goes from the customer's house to  
23 that box on the corner?

24           **WITNESS MILNER:** Yes, they can; and we make  
25 that available. To date no ALEC has requested us to

1 provide that, but yes, we can and would.

2           **COMMISSIONER CLARK:** I don't understand at  
3 all.

4           **MR. MELSON:** Okay. Let me --

5           **COMMISSIONER CLARK:** I don't understand when  
6 you say you don't provide it.

7           **WITNESS MILNER:** Well, simply because no one  
8 has asked for it. I mean, it's available. If they  
9 ask us for it, we can provide it, and we will provide  
10 it.

11                   For example, an ALEC might want this if it  
12 had its own feeder cable; that is it had its own  
13 switches and its own feeder cable, but rather than  
14 provide its own pair of wires to your house, for  
15 example, wanted to use BellSouth's. We certainly  
16 would provide that. This Commission ordered that we  
17 provide it. We can. Simply to date nobody has asked  
18 us to do that.

19           **COMMISSIONER CLARK:** So you haven't included  
20 it in your unbundled elements.

21           **WITNESS MILNER:** Oh, it is included, yes.  
22 It's called one of the sub-loop elements.

23           **Q**       **(By Mr. Melson)** And you performed  
24 end-to-end testing on that sub-loop distribution  
25 element; is that correct?

1           A     Yes, that's correct.

2           Q     Would you agree with me that the process of  
3 provisioning that sub-loop distribution element is  
4 more complex than the process of provisioning the  
5 entire loop?

6           A     I don't know if I can agree with your entire  
7 statement or not. You said "Is it more complex than  
8 providing the entire loop." Obviously there's other  
9 work involved in providing feeder plant as well.

10                     But, in general, I'll say that providing  
11 unbundled elements is more complicated than not,  
12 because there are new arrangements to make those  
13 things available to ALECs.

14           Q     And I guess my question is, since it's a new  
15 arrangement, since you have never provided it in  
16 Florida, and since your end-to-end testing did not  
17 actually involve the installation of that, you've got  
18 no demonstration of BellSouth's ability to physically  
19 provide unbundled loop distribution; is that correct?

20           A     No, I don't agree with that. The process of  
21 making loop distribution available to an ALEC would be  
22 a relatively simple matter of connecting distribution  
23 pairs, and the only occasions I've ever seen are using  
24 copper pairs. This is beyond the electronics that are  
25 generally -- that may be part of the loop.

1           So we're talking about connecting a copper  
2 pair to a cable that would be extended to an ALEC's  
3 cross-box or whatever facility they've provided.  
4 That's a very simple process. So we're not talking  
5 about anything very complicated; we're talking about  
6 one cross-connection between one pair and another pair  
7 on a cable that would go to an ALEC's cross-box or  
8 space.

9           Q     Mr. Milner, do you recall whether in  
10 hearings last October BellSouth testified that it was  
11 not technically feasible to provide unbundled loop  
12 distribution?

13          A     Yes.

14          Q     And the testimony was that it was not  
15 technically feasible?

16          A     That's correct.

17          Q     So it's gotten simpler?

18          A     The basis of BellSouth's argument, as I  
19 recall, for technical feasibility was one of record  
20 keeping, not of work complexity. I recall that  
21 BellSouth's concern dealt with inventorying systems  
22 such as TIRKS, T-I-R-K-S, trunk inventory record  
23 keeping system and other systems that keep track of  
24 who is using which pairs. It was not on the basis of  
25 the work complexity.

1           Q     All right. Mr. Milner, let me ask you to  
2 turn to Exhibit A, which has been identified as part  
3 of Exhibit 36; and let me represent to you that this  
4 is excerpts from a document entitled "CLEC  
5 Requirements Matrix," which appeared in Volume 4-1 of  
6 your 86 volumes. Have you seen this document before?

7           A     Yes, I have.

8           Q     I really should have asked you these  
9 questions earlier, but I didn't keep up with my notes.  
10 If you would turn to Page 2 of this exhibit. And  
11 Issue No. 76 deals with trunk types for network  
12 interconnection. Do you see that, sir?

13          A     Yes, I do.

14          Q     What is BellSouth's stated policy -- and I  
15 believe it would be the third bullet -- with regard to  
16 combining multijurisdictional traffic on a single  
17 group?

18          A     The bullet that's the third one, as I read  
19 here, says "cannot combine local with intraLATA toll  
20 traffic or local with transient (intermediary) traffic  
21 over the same two-way facility."

22          Q     And then would you read the bullet down  
23 below that begins with "Florida".

24          A     Again, referring to Item 76?

25          Q     Yes, sir.

1           A     Okay.  It says "Mixing of traffic over the  
2 same facilities is allowed.  Traffic should be  
3 reported using percent usage factors.  BST has the  
4 right to audit and CLEC must maintain adequate traffic  
5 records."

6           Q     We also talked briefly about collocation,  
7 and I know you didn't have the dates today when firm  
8 requests were placed for physical collocation.  Do you  
9 know whether any of those requests have been pending  
10 for more than three months?

11          A     When you say pending, do you mean between  
12 the time that it was requested and the time that it  
13 was completed?

14          Q     Between the time there was a firm request  
15 and today, since I understand they're not completed.

16          A     I would not be surprised if in some cases  
17 that was greater than three months, no.

18          Q     Would you turn to Page 3 of this matrix.  
19 Actually, turn to Page 4, and tell me whether you  
20 understand that in Florida the Commission has  
21 established the policy that physical collocation  
22 should be completed in three months.

23          A     You know, it says here "The establishment of  
24 the physical collocation should be completed in three  
25 months."  As a policy, you know, BellSouth will

1 complete physical collocations in as little time as we  
2 possibly can.

3 Q As a contractual matter with MCI, are you  
4 required to complete physical collocations within  
5 three months?

6 A That I do not know. I don't know the  
7 contents of the interconnection between BellSouth and  
8 MCI on that point.

9 Q With regard to testing, would you agree with  
10 me that it is important if you're going to test  
11 something to allow sufficient time for the testing to  
12 take place?

13 A Certainly.

14 Q Could you turn to what I have handed out  
15 labeled Milner Cross-examination Exhibit B, and let me  
16 represent to you that this is excerpts from the test  
17 results contained in several of your 86 volumes.

18 Do these documents in general look familiar  
19 to you?

20 A Yes.

21 Q Would you turn to Page 2, and this relates  
22 to the end-to-end test results for unbundled sub-loop,  
23 which is the loop distribution we were talking about a  
24 moment ago; is that correct?

25 A Yes.

1           Q     And there's a comment there "Was enough time  
2 allotted for end-to-end testing requirements? "Not  
3 really." The administration of these UNEs is very  
4 complex." Do you see that?

5           A     I see those words, yes.

6           Q     Was that the summary of the final test  
7 results for unbundled sub-loops?

8           A     That was the summary of the first test that  
9 was done, yes. End-to-end testing may be revisited,  
10 you know; changes to the technical service description  
11 or other things, and such. But yes, this is the  
12 result from that test.

13          Q     Turn to Page 3, and this relates to  
14 unbundled local switching for a two-wire analog port.  
15 And, essentially, you see the statement "Enough time  
16 was allotted for actual test of ordering, provisioning  
17 and maintenance. However, there was not enough time  
18 or resources allocated for the development of the  
19 product or billing." Do you see that?

20          A     Yes, I see that.

21          Q     And would you agree with me that that same  
22 comment applies to unbundled local switching hunting,  
23 unbundled local switching two-wire analog, switching  
24 functionality, unbundled local usage, PBX port loop  
25 combination, DID port loop combination, selective call

1 routing?

2           A     Subject to check, I'll agree that that  
3 statement appears on those other test results.  
4 However, let me address the two things that are spoken  
5 of here.

6                     First of all, the statement says "Enough  
7 time was allotted for actual test of ordering,  
8 provisioning and maintenance." And those are the  
9 things that I refer to as being included in end-to-end  
10 testing.

11                    It says "However, there was not enough time  
12 or resources allotted for development of the product."  
13 Let me speak to that first.

14                    Product development means adding  
15 functionality, changing the service to meet new or  
16 changed market conditions, or something of that  
17 nature. So product development is an ongoing process  
18 to continually adapt products to the marketplace.

19                    The end-to-end test was not a test of any of  
20 these unbundled elements' suitability in the  
21 marketplace. The technical service description  
22 outlines -- or details -- not outlines, but details  
23 what the functionality of the element is. It was not  
24 the intent of this team to determine whether product  
25 development was necessary or desirable or anything of

1 that nature.

2           So, first of all, I think the author here is  
3 just saying, you know, we were not doing product  
4 development work here; we were testing the  
5 characteristics of the element as they were described  
6 in the technical service description.

7           And then to speak to the second part about  
8 billing, you'll note that the start and completion  
9 dates named on this same page, roughly two weeks, are  
10 from March 17 through March 31. My conversation with  
11 the coordinators of the end-to-end testing indicate  
12 that when they refer, in this instance, to billing,  
13 they're talking about the actual production of a paper  
14 bill that would be mailed to an ALEC, for example, for  
15 these unbundled elements. Their statement says that  
16 the two weeks that the test was conducted in was not  
17 sufficient for their having received the paper bill in  
18 all cases.

19           I checked back with each of them subsequent  
20 to this date and to verify that they had received the  
21 paper bill and that, in fact, it was correct. So in  
22 terms of billing here, they're not talking about the  
23 billing process, but rather the coincidence of when  
24 the billing process might take place and when they  
25 might receive their paper bill.

1 Q So you have checked back to determine that  
2 the billing for each of these items was appropriate?

3 A Yes.

4 Q All right. Could you turn to the document  
5 that is labeled Milner Cross-examination Exhibit D.  
6 I'm going to skip over C for the time being.

7 A I'm sorry. Did you say "D".

8 Q "D" as in dog.

9 A Thank you.

10 Q Are you familiar with this document?

11 COMMISSIONER GARCIA: Mr. Melson, you went  
12 to D?

13 MR. MELSON: "D," yes, sir. It's a single  
14 sheet; "Reseller Discounts for Toll, OCP."

15 Q (By Mr. Melson) I guess that's optional  
16 calling plans.

17 A Yes.

18 Q Are you familiar with this document?

19 A I don't know that -- I don't recall having  
20 seen this. It appears to be out of the binders on  
21 resale. I'm not sure.

22 Q Let me represent to you it is out of one of  
23 your 86 binders. What I'm curious about is Tier  
24 Plans, Item 2, and I'm trying to understand the  
25 description of how the resale discount -- and here

1 you're using a 12% wholesale discount as an example --  
2 how that is applied to a tiered service. Could you  
3 walk me through that, please?

4 A I'm not sure if I can or not. I'm not all  
5 that familiar with this particular discount. If you  
6 will, let me read the words first. (Pause)

7 Okay. I believe what the authors here were  
8 saying was that in those cases where a certain service  
9 has a volume discount -- in this case they're  
10 referring to it as a tier -- that the discount will be  
11 applied, I believe, after the tier -- after the volume  
12 has moved up to the tier.

13 In other words, I think they're saying that  
14 the total discount is a combination of the wholesale  
15 discount plus the volume discount.

16 Q And I guess in reading this, it was unclear  
17 to me -- and let me see if I can frame a more precise  
18 question. Is the 12% wholesale discount applied to  
19 all of the minute of use charges, or is it applied  
20 only to adjust the tier downward by 12%?

21 A I'm sorry. Would you ask me that again,  
22 please?

23 Q Yes. In the indented bullet, it says  
24 "Resale discount of 12% applies to tier." \$5 and one  
25 to \$10 becomes four-forty to eight-eighty.

1 I'm asking, it's clear that BellSouth  
2 adjusted the tier downward by 12%. Did you apply the  
3 12% discount additionally to the per minute of use  
4 charges within the tier?

5 A I can't tell from the words here whether it  
6 was done that way or not. Had it been applied in both  
7 ways, I believe it would have been overdiscounted. In  
8 other words, if the -- in the example here, the \$5, I  
9 believe what they've done is take the discount and  
10 move that down, and then I believe that the 12%  
11 discount that we're talking about here would have been  
12 applied to that tiered discount, if you will. In  
13 other words, I think the authors here were trying to  
14 say that in addition to the volume discount, the 12%  
15 wholesale discount would be applied as well. In what  
16 order that was applied I don't know.

17 MR. MELSON: Commissioners, my next few  
18 questions relate to a confidential deposition exhibit  
19 that I believe the Staff probably has copied for the  
20 Commission, but I don't believe it's in front of you.  
21 It's Late-filed Deposition Exhibit Number 2. It's  
22 part of Exhibit 33, but the confidential piece was not  
23 distributed with 33.

24 WITNESS MILNER: Is it in this?

25 Q (By Mr. Melson) No, sir. Do you have your

1 own copy of it?

2 A If you'll give me the reference again,  
3 please.

4 Q Late-filed Deposition Exhibit 2. It's your  
5 Phase 2 testing results.

6 A I'm sorry. I have No. 1 and 3. I don't  
7 have No. 2 before me.

8 MR. MELSON: Mr. Carver, do you have a copy?  
9 Since I'm not supposed to copy these proprietary  
10 exhibits, I didn't. Do you have a copy for your  
11 witness?

12 MR. CARVER: I'm looking for it. I haven't  
13 been able to locate a copy myself.

14 MR. MELSON: I believe the Staff is getting  
15 him one.

16 COMMISSIONER GARCIA: Mr. Melson, what page  
17 are you referring to within that exhibit? What page?

18 MR. MELSON: It's Late-filed Exhibit 2. I  
19 don't have a copy of what you have, so I don't have  
20 any page numbers that the Staff may have added to it.

21 MS. BARONE: Commissioners, if you will look  
22 at your packet labeled WKM, it should be the very  
23 first one behind that.

24 COMMISSIONER GARCIA: Is this the letter  
25 with Mr. Carver's signature? Is that where we're

1 looking?

2           **COMMISSIONER KIESLING:** That's what I was  
3 trying to clarify. The very first page is actually a  
4 letter.

5           **MS. BARONE:** I'll check for you. I gave  
6 mine to the witness.

7           **WITNESS MILNER:** I believe I do have a copy.  
8 No, I don't either. This is my deposition. I'm  
9 sorry.

10           **MS. BARONE:** Which number was that,  
11 Mr. Melson?

12           **MR. NELSON:** Late-filed Exhibit 2.

13           **MS. BARONE:** It starts on Page 3,  
14 Commissioners.

15           **COMMISSIONER KIESLING:** Well, then I'm  
16 really confused, because Mr. Melson just showed me  
17 what is Page 2 in mine and said this is where it  
18 begins.

19           **MS. BARONE:** He's correct. That's Page 2.

20           **COMMISSIONER KIESLING:** Okay. Thank you.

21           **MS. BARONE:** You're welcome.

22           **COMMISSIONER GARCIA:** Page 3 is just a blank  
23 sheet of paper?

24           **MS. BARONE:** Yes, sir.

25           **Q**       **(By Mr. Melson)** Well, actually, I was

1 going to ask, Mr. Milner, your Phase 1 test results  
2 were not confidential, were they?

3 A No, they were not.

4 Q What was Phase 2 designed to do?

5 A Phase 2 was to test additional services for  
6 resale beyond the top 50 that were identified in  
7 Phase 1.

8 Also, additional unbundled network elements  
9 beyond those first identified were tested, and in a  
10 very limited number of cases additional testing was  
11 done in other states for some of the items that were  
12 tested in Phase 1. There was not a retest of items  
13 from Phase 1 to Phase 2. Phase 2 just included new  
14 items.

15 Q Let me ask you, why are the Phase 2 test  
16 results confidential?

17 A I don't know the answer to that. It may be  
18 that -- I'll look through here. I see marks that  
19 appear to have customer names deleted. That's the  
20 only reason I could think of.

21 Q Well, I'm going to try to ask you several  
22 questions about this document. I may ask you to read  
23 some portions of it out loud. If I'm asking you to  
24 read anything that you regard as confidential, let me  
25 know. I don't want any confidential information to

1 pop out.

2 Let me ask you to turn to what is probably  
3 numbered as Page 6. It says at the top of the page  
4 "Resale/UNE End-to-end Test Result Summary, End-to-end  
5 Test/Documented Gaps." Are you with me?

6 A Yes.

7 MR. CARVER: Excuse me. I don't want to  
8 make an objection, but I do want to point out  
9 something. We're at a point now where the witness is  
10 testifying from a document that's been marked as  
11 proprietary, and I think we're unclear on why it's  
12 proprietary; and I wouldn't want a situation where he  
13 reads something and it turns out that it's information  
14 that relates specifically to, for example, an ALEC  
15 that that ALEC doesn't want disclosed.

16 So I would like to request that we take a  
17 brief break so that we could look at the document and  
18 try to determine the situation.

19 CHAIRMAN JOHNSON: That's fine. We'll take  
20 a 15-minute break.

21 MR. CARVER: Thank you.

22 (Brief recess.)

23 - - - - -

24 CHAIRMAN JOHNSON: I think we're ready,  
25 Mr. Melson.

1           **MR. MELSON:** Commissioners, during the  
2 break, we came to learn that the reason that Bell had  
3 requested that this late-filed Deposition Exhibit 2  
4 be confidential was because it contained some  
5 references to AT&T. AT&T has waived confidentiality  
6 as to that, and so at this point Late-filed Deposition  
7 Exhibit 2 is no longer subject to a proprietary claim.

8           I was going to ask that we mark this  
9 document as a separate exhibit, but in looking at it,  
10 I see that beginning at Page 127 it contains some  
11 other late-filed deposition exhibits that may contain  
12 proprietary information, and so mechanically I'll  
13 figure out what to do later.

14           **MS. BARONE:** What we might do is just note  
15 in the record, because on the cover sheets of these  
16 exhibits we identified those items that are  
17 confidential. We could remove items if you can --

18           **MR. MELSON:** Pages 1 through 126 are  
19 nonconfidential.

20           **Q**       **(By Mr. Melson)** Mr. Milner, would you turn  
21 to --

22           **MS. WHITE:** I'm sorry, Mr. Melson. Can I  
23 interrupt for one second just to do a housekeeping  
24 matter? And I apologize for interrupting.

25           It has come to my attention that

1 Ms. Calhoun's late-filed deposition exhibits have some  
2 problems. We are working on that. Her deposition did  
3 not conclude until Saturday, August 23rd, and she was  
4 in Kentucky the next week for another hearing.

5 We are working on fixing those and getting  
6 that to the parties today. I would assume that she  
7 would be on the stand tomorrow as well, but if not,  
8 she will be available tomorrow, and I apologize for  
9 that.

10 CHAIRMAN JOHNSON: That's fine. Thank you  
11 for the announcement. Mr. Melson, now, what were you  
12 suggesting then that we do with this document, the  
13 one --

14 MR. MELSON: What I'd actually like to do,  
15 if you'll indulge me, would be to rip off Pages 127  
16 through 135 and mark the first 126 pages as  
17 Exhibit 37, and then put those few straggling pages  
18 back in the confidential folder.

19 CHAIRMAN JOHNSON: Okay. Because you're  
20 certain that the 1 through 126 are not confidential.  
21 Those are the ones that were agreed to in totality?

22 MR. MELSON: Let me let Mr. Carver confirm  
23 that, but yes, that's my understanding.

24 MR. CARVER: Yes, I believe that's correct.

25 CHAIRMAN JOHNSON: Okay. Then I think that

1 will work. We'll just extract 1 through 126 and mark  
2 that Exhibit 27.

3 MR. MELSON: 37.

4 CHAIRMAN JOHNSON: 37.

5 COMMISSIONER GARCIA: And 27 stays  
6 confidential?

7 MR. MELSON: Correct.

8 CHAIRMAN JOHNSON: Give me a short title for  
9 this new document.

10 MR. MELSON: Phase 2 Test Results.

11 CHAIRMAN JOHNSON: Phase 2 Test Results.

12 COMMISSIONER GARCIA: And this is now 27 --  
13 37. I'm sorry.

14 CHAIRMAN JOHNSON: Thirty-seven. Okay.  
15 (Exhibit 37 marked for identification.)

16 COMMISSIONER GARCIA: Are you going to go  
17 back to the confidential or not?

18 MR. MELSON: I don't believe so.

19 CHAIRMAN JOHNSON: Let me make sure I'm  
20 still clear now. The remaining pages -- have we  
21 identified these, all of these, the packet, as part of  
22 that packet?

23 MS. BARONE: Yes, ma'am.

24 CHAIRMAN JOHNSON: Okay. Then we'll just  
25 keep it with the remaining identified confidential

1 documents. I'm sorry, Mr. Melson. I think you're  
2 ready, or I'm ready.

3 MR. MELSON: I am real close to being ready.

4 Q (By Mr. Melson) Mr. Milner, would you turn  
5 to Page 29 of Exhibit 37, which at the top is labeled  
6 "Backup Line."

7 A Backup line?

8 Q Yes, sir.

9 A Page 29; I'm there.

10 Q Can you read the objective of the review?

11 A It says "To ensure backup line service is  
12 being resold with the applicable discount rates  
13 applied and that the service is working properly as a  
14 resold service."

15 Q And in the review findings, does it state  
16 that one account in Florida was reviewed to verify the  
17 correct billing for the USOC SBL FX; the rate group 10  
18 charge of \$14 was correctly billed at the discounted  
19 rate of \$12.32; usage charges reflected the correct  
20 discounted rate in total. The Florida specified  
21 discount rate is 12%? Do you see that?

22 A Yes.

23 Q Do you know what the Commission-approved  
24 discount rate for business services in Florida is?

25 A I'm not sure of the exact rate.

1 Q Would you accept, subject to check, that  
2 it's 16.81%?

3 A Yes, subject to check.

4 Q So this end-to-end test verified, in effect,  
5 that you can bill a 12% discount, but did not verify  
6 that you could bill a 16.81% discount?

7 A That's right. As of the date that this  
8 review was done, 5/15, the test team expected to see a  
9 discount rate of 12% appear on the bill.

10 Q Despite the fact that prior to that date the  
11 Commission had voted a different discount?

12 A Yes.

13 Q And would the same thing be true on May 13  
14 for flexible call forwarding on Page 30, and on  
15 June 10th for directory white pages listing on  
16 Page 31?

17 A Yes, that's probably correct.

18 Q Does BellSouth understand today that the  
19 correct discount rate is something other than 12%?

20 A Yes, and I understand that work is in  
21 progress to properly reflect those discount levels in  
22 the billing process.

23 Q Could you turn to Page 6 of Exhibit 37.  
24 It's the page we started at a few moments ago,  
25 end-to-end test, documented gaps.

1           A     Yes.

2           Q     Does this result summary indicate in  
3 paragraph 2 that a major design flaw was discovered  
4 relative to billing for UNE and resale accounts?

5           A     Yes, it does. It says that that problem  
6 does not affect the selective routing that is the  
7 subject of this end-to-end test, and it further limits  
8 that problem to the Lucent Technology's 1A-ESS and,  
9 further, to specific call times.

10          Q     Has that major design flaw been corrected?

11          A     As it points out on that page, the  
12 correction can only be made by the switch  
13 manufacturer. To my knowledge, that change has not  
14 been made.

15          Q     All right. Would you turn to Page 9, which  
16 is part of the second page of the overall summary  
17 sheet for selective call routing, paragraph number 9.

18                   I'm trying to understand whether BellSouth  
19 does or does not propose to collect a monthly  
20 recurring charge for selective call routing. Could  
21 you tell me what paragraph 9 here indicates?

22          A     The last sentence of that item says the only  
23 charge for this service -- and I believe they're  
24 referring to selective routing -- is a one-time charge  
25 for provisioning of the line class codes in each

1 central office. So according to this, there is not a  
2 recurring charge for selective routing.

3 Q So to the extent that Mr. Scheye's price  
4 list showed a monthly recurring charge of \$3.30 for  
5 selective call routing, that's not something that you  
6 tested in your end-to-end testing?

7 A The end-to-end test was performed before the  
8 statement that Mr. Scheye discussed yesterday was  
9 created, probably. So I'm not sure what relationship  
10 there was between the end-to-end test that was meant  
11 to show availability of selective routing and what  
12 charge might appear in that statement. I don't know  
13 that.

14 Q Let me ask the question this way: To the  
15 extent the statement imposes a monthly recurring  
16 charge, your end-to-end testing did not test the  
17 ability to bill for that charge; is that correct?

18 A I can't tell from this whether it did or did  
19 not. It does not speak of any recurring charges,  
20 which would be on, I would guess, a per line basis  
21 rather than on a per line class code basis. I just  
22 can't tell from what's on this page.

23 Q So you don't know whether it was tested or  
24 not?

25 A I know that a bill was created for selective

1 routing by the test team, and as they affirm here,  
2 that the entries that they expected to see on the test  
3 tape were, in fact, created.

4 Q All right. Turn, if you would, to Page 12  
5 of Exhibit 37.

6 A Yes.

7 Q And this relates to directory assistance  
8 access resale; is that correct?

9 A Yes.

10 Q And the review findings in the underlined  
11 portion actually indicate that Bell was billing the  
12 business rate rather than the residential rate on a  
13 residence line; is that correct?

14 A Yes, that's what it says.

15 Q And does it also say, in effect, that future  
16 software changes are going to be required in order to  
17 be able to distinguish residence from business for  
18 this service in order to apply two different  
19 discounts?

20 A It says that. Again, let me -- I should  
21 have said this earlier. This end-to-end test was for  
22 directory assistance resale only with customized  
23 branding, that is an ALEC's brand being applied.

24 But you're right; this shows that -- as it  
25 points in the underlined section, that the call

1 allowance was being applied correctly. There was some  
2 deviation in the rate that was being billed for  
3 business versus residence, yes.

4 Q Turn to the next page, Page 13. That  
5 describes the corrective action that is going to take  
6 place to address this inability to bill two separate  
7 discounts; is that correct?

8 A Yes. That's the case in all of the  
9 end-to-end testing. Where gaps were identified, a  
10 corrective action plan was always created; and the  
11 results of that plan are shown here.

12 Q If I understand correctly, by December of  
13 this year you expect to be able to have the total  
14 charges reflected on the overall bill summary, but  
15 that the detailed itemization of the bill will  
16 continue to show an incorrect calculation even after  
17 that change is made; is that correct?

18 A I'm not sure if that's what they mean here  
19 or not. Under corrective action it says "When in  
20 place, there will continue to be a minimal customer  
21 impactor," and then that's described in the following  
22 paragraph.

23 It says here "The customer may be confused  
24 as to why the bill displays a line with the total  
25 number of calls at a single rate equals a total

1 charge, when in reality the calculation will be  
2 handled on an individual call basis and the sum of all  
3 calls will equal the total charge. The actual bill  
4 will be less than the bill calculation implies, but  
5 the bill will be accurate." And I think those are the  
6 important words.

7 I think the authors recognize that the bill  
8 is correct, although the customer may not fully  
9 understand the nature of the bill.

10 Q So if the customer is trying to audit the  
11 bill by looking at the bill detail, the numbers they  
12 calculated by looking at the bill detail would not  
13 equal the total amount shown on the bill?

14 A That's what they're saying. Again, the bill  
15 is being -- the bill is accurate. I think the authors  
16 were simply trying to point out that there may be some  
17 billing inquiries to the ALECs from their customers,  
18 and we're trying to forewarn them of that condition.

19 Q BellSouth would not receive the same type of  
20 inquiries from customers that it was serving on a  
21 retail basis; is that correct?

22 A Well, BellSouth does not resell its services  
23 to its end customers. It's an entirely different  
24 situation.

25 Q Yes, sir. I didn't say resale. Or maybe I

1 did. Let me ask. BellSouth would not get inquiries  
2 from its retail customers regarding branded directory  
3 assistance that BellSouth provides to them because  
4 BellSouth's bills to its customers would be correct.  
5 Is that a fair statement?

6       A     That's a fair statement. It's also a fair  
7 statement to say that the bill that's created here is  
8 accurate.

9       Q     Not every entry on the bill is accurate, is  
10 it, Mr. Milner?

11       A     I'll just take the words at face value. It  
12 says "This may cause some customer inquiries." It  
13 does not say that the bill is inaccurate. In fact, it  
14 makes an affirmative statement that says the bill is  
15 accurate.

16       Q     Since we're talking about real bills, let's  
17 turn, if we could, to the part of the Exhibit 36  
18 that's labeled "Milner Cross-examination, Exhibit C."

19       A     Yes. Just a moment, (Pause) Yes, I have  
20 it.

21       Q     All right. If you'd look at -- hang on just  
22 a minute. (Pause)

23               If you'd look at the first page of that  
24 exhibit summary of charges billed, this is a club  
25 service bill from BellSouth to MCI Metro for a

1 collection of resold services; is that correct?

2 A Yes.

3 COMMISSIONER CLARK: I'm sorry, Mr. Melson.

4 Where are you again?

5 MR. MELSON: I am on unnumbered Page 1.

6 COMMISSIONER CLARK: Of what exhibit?

7 MR. MELSON: "C".

8 COMMISSIONER CLARK: Okay.

9 Q (By Mr. Melson) And this bill was printed  
10 on July 26th for a billing period July 25th, 1997; is  
11 that correct?

12 A Yes.

13 Q Could you turn with me to Page 7? And the  
14 page numbers are in the upper right-hand corner of the  
15 bill pages. On Line 32 of Page 7, do you see --

16 A I'm sorry just a moment. (Pause) It  
17 started renumbering after about four or five pages. I  
18 believe I'm with you. I'm on a Page 7, yes.

19 Q Charges for earning number 561 748-8608?

20 A Yes.

21 Q Item 32, can you tell me what that \$40  
22 charge represents?

23 A Line 32 says "Charge for service connected"  
24 on the first line.

25 Q Is that the nonrecurring charge for the

1 installation of the service?

2 A Yes, I believe it is.

3 Q And would you agree with me that that charge  
4 has not been discounted?

5 A I'm sorry -- (Pause) Yes.

6 Q And is it your understanding that the  
7 wholesale discount is supposed to apply to  
8 nonrecurring charges?

9 A Yes, I understand that.

10 Q So at least in that respect, this portion of  
11 the bill is inaccurate?

12 A Yes, it is. I understand that -- let me  
13 refer to a note. I know that there were a couple of  
14 problems with the billing process that will be  
15 resolved on September 20, and if you'll allow me just  
16 a moment, I'll see if that's one of those things  
17 that's going to be fixed. (Pause)

18 My notes say that that, the problem you just  
19 mentioned of discounting of nonrecurring charges,  
20 would be corrected at the end of August. Since this  
21 bill was produced prior to that time, the discount was  
22 not applied, as you point out. I understand that that  
23 problem has been corrected now.

24 Q Do you have any personal knowledge of  
25 whether that problem has, in fact, been corrected?

1           A     Not personal knowledge. I have information  
2 from a person in BellSouth's billing services  
3 organization.

4           Q     That indicated that it was due to be  
5 corrected? Was that your testimony?

6           A     Yes, that's correct. If I might add, the  
7 date of the information I'm looking at is August 22,  
8 so by the end of August would have been only a week  
9 away from that time. So I would imagine this to be  
10 pretty good information.

11          Q     Turn with me, if you would, to Page 32 and  
12 33 of this bill. On Page 32 at Line 74, it indicates  
13 a monthly service charge of \$12.01. Do you see that?

14          A     Yes.

15          Q     If you turn to Page 33, is that the detail  
16 supporting the \$12.01 figure?

17          A     Yes, it is.

18          Q     The first entry on Page 33, USOC ESX call  
19 waiting, the recurring charge there is shown as \$3.28;  
20 is that correct?

21          A     Yes.

22          Q     Would you agree with me that that calculates  
23 to be an 18% discount, not the 21% discount ordered by  
24 this Commission?

25          A     Yes. And as I mentioned earlier, I believe

1 I said that that problem was to be corrected on  
2 September 20, which again is after the billing -- the  
3 time that this bill was produced.

4 Q But as we sit here today, the problem of  
5 billing the incorrect discount level has not been  
6 corrected?

7 A That's correct; although the same corrective  
8 action has been taken in other states in BellSouth's  
9 region and has been successfully accomplished.

10 Q And on Page 36, Line 83, the simple trouble  
11 determination, and at Line 85, the resale discount of  
12 18%, those are both problems that you believe will be  
13 fixed; is that correct?

14 A Yes. Yes, again, on the basis of the fact  
15 that the same remedy has been applied in other billing  
16 systems in other states and has successfully been  
17 accomplished.

18 Q But your end-to-end testing for Florida did  
19 not reveal this billing problem?

20 A Well, you recall that the end-to-end testing  
21 that was done in most cases, except for what you've  
22 shown me or what was shown here as Phase 2, was  
23 accomplished in the -- generally in the March time  
24 frame; and at the time those were the -- the 12 and  
25 the 18% discount rates were those rates that the test

1 team expected to see. They did. The problem arose  
2 after that date, and it's going to be remedied in  
3 Florida by September 20.

4 Q I think we're finished with Exhibit C. Let  
5 me ask you just briefly about an ALEC's access to its  
6 physical collocation space. And I know we're talking  
7 prospectively because we don't have any of those  
8 complete in Florida yet.

9 It's my understanding that if an ALEC wants  
10 to go into its collo space to perform maintenance,  
11 that it has to get a security escort from BellSouth;  
12 is that correct?

13 A Not in all cases. If a separate entrance  
14 facility is available or could be accommodated, it  
15 will be. And so there are cases where the ALEC could  
16 get to its collocation space without an escort.

17 Q Of the seven in-progress physical  
18 collocation requests in Florida, how many of those  
19 involve separate entrances?

20 A I don't know.

21 Q And I believe it's your testimony that  
22 security escorts are available 24 hours a day, seven  
23 days a week; is that correct?

24 A Yes, that's correct.

25 Q And how does an ALEC arrange for that

1 security escort?

2           A     The ALEC would contact the BellSouth  
3 operation center that handles its provisioning and  
4 maintenance activities and would request a security  
5 escort.

6           Q     And where is that center located?

7           A     For MCI that center is outside Atlanta in  
8 Tucker, Georgia. That center, by the way, is  
9 operational seven days a week, 24 hours a day.

10          Q     Are BellSouth's central offices where  
11 physical collocation arrangements have been requested  
12 offices that are physically manned 24 hours a day?

13          A     Oh, some are, some are not.

14          Q     So in some cases it will require the  
15 dispatch of a person from a different site; is that  
16 correct?

17          A     Certainly.

18          Q     Do you know --

19          A     I'm sorry. May I add one other thing to  
20 that? And that is that it's also necessary for  
21 BellSouth to dispatch its own technicians to those  
22 unmanned offices if we have trouble conditions in our  
23 own equipment. So that's not all that different.

24          Q     Do you dispatch the same -- is the security  
25 escort essentially a BellSouth maintenance technician?

1           A     Sometimes it is, sometimes it's not.

2           Q     So you might be drawing from a different  
3 pool of people to support the escort function?

4           A     In some cases that may be possible.

5           Q     Let me ask you, of the sites at which  
6 physical collocation has been requested in Florida,  
7 are any of those sites manned 24 hours a day?

8           A     I don't know. I would imagine that it --  
9 that looking down the list, given the amount of  
10 work -- the size of those central offices, I would  
11 imagine that at least some of those are.

12          Q     But you don't know?

13          A     I don't know.

14          Q     Security escorts are billed in half-hour  
15 increments; is that correct?

16          A     I don't know.

17          Q     Do you know whether there is a three-hour  
18 minimum if the escort has to be dispatched at an hour  
19 that is not when he was normally scheduled to work?

20          A     I don't know that either.

21          Q     Could you turn to Page 19 of your rebuttal  
22 testimony, please?

23          A     Yes.

24          Q     In the answer that begins at Line 5, you  
25 were responding to testimony by Mr. Gulino regarding

1 coordination of cutover of interim local number  
2 portability; is that correct?

3 A Yes.

4 Q And, in essence, your response is that one  
5 problem with such cutovers may be that MCI retracts an  
6 order for a cutover after that's already been placed  
7 in the system and it's too late to stop; is that  
8 correct?

9 A Yes. I believe that what we're talking  
10 about here is more specifically the activity  
11 surrounding this recent change request. That recent  
12 change request is a message that's input on a keyboard  
13 that requests that remote call forwarding be applied  
14 to a certain telephone number.

15 That information ultimately goes into the  
16 switch's memory, but that request is interleaved with  
17 other requests of what we call the recent change  
18 channel. So it's not always predictable as to how  
19 long it will take between when that message is keyed  
20 into the terminal and when the switch actually  
21 responds to it and begins call forwarding on that  
22 ported number.

23 So my response here says if you've already  
24 begun the cutover process and you've kicked off that  
25 recent change request, there's not a way to stop that

1 except to wait for it to be finished and then undo it.

2           So if you were into the cutover process, MCI  
3 suddenly determined that its on switch was not  
4 prepared, or if they had some other reason they wanted  
5 to stop, my point simply is that the recent change  
6 process that initiated remote call forwarding must be  
7 completed before something could happen to undo that.

8           Q     Let me ask this:  Would that phenomenon  
9 explain why BellSouth in some instances has cut  
10 customers over two weeks in advance of a scheduled  
11 cutover date?

12           A     No, that would not.  I'm not sure -- I don't  
13 know of any cases where BellSouth has cut -- has done  
14 cutovers two weeks ahead.  If you can point some out  
15 to me, I would be glad to look into them.  I don't  
16 recall any of that testimony being in -- or any  
17 situation like that being in Mr. Gulino's testimony.

18           Q     Well, Mr. Gulino's late-filed exhibits will  
19 speak for themselves when he gets to the witness  
20 stand.

21                   MR. MELSON:  That was all I had, Mr. Milner.  
22 Thank you.

23                   CHAIRMAN JOHNSON:  Mr. Hatch.  
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## CROSS EXAMINATION

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BY MR. HATCH:

Q Mr. Milner, I'm Tracy Hatch on behalf of AT&T, contrary to my appearance yesterday morning. Could you turn back to your Exhibit No. 30, what's now been identified as Exhibit No. 37. Turn to Page 6, please.

A I'm sorry. Which exhibit are we referring to?

Q Exhibit 37.

A Thank you.

Q Do you see Page 6 there?

A I'm sorry. Page 6?

Q Page 6. I'm sorry.

A Yes, I'm there.

Q In paragraph 2 where it describes the nature of the problem that was encountered for dialing 0+ calls, do you see that?

A You said see 0+. I believe you mean 0-.

Q I mean 0-.

A Yes, I see it.

Q 0- calls. That test revealed that the problem lies in a 1A-ESS switch; is that correct?

A Yes.

Q How many types of switches does BellSouth

1 have?

2           A     In its nine-state region four or five,  
3 probably.

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5                     (Transcript continues in sequence in  
6 Volume 8.)

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