

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of :  
:  
:  
In re: Consideration of : DOCKET NO. 960786-TL  
BellSouth Telecommunications, :  
Inc.'s entry into interLATA :  
services pursuant to Section :  
271 of the Federal :  
Telecommunications Act of 1996.:  
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FIFTH DAY - EVENING SESSION

VOLUME 24

Pages 2618 through 2728

BEFORE: CHAIRMAN JULIA A. JOHNSON  
COMMISSIONER J. TERRY DEASON  
COMMISSIONER SUSAN F. CLARK  
COMMISSIONER DIANE K. KIESLING  
COMMISSIONER JOE GARCIA

PROCEEDING: HEARING

DATE: Monday, September 8, 1997

TIME: Commenced at 6:00 p.m.

PLACE: 4075 Esplanade Way, Room 148  
Tallahassee, Florida

REPORTED BY: JANE FAUROT, RPR  
Notary Public in and for  
the State of Florida at Large

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER - DATE  
09014 SEP-86  
FPSC-RECORDS/REPORTING

BUREAU OF REPORTING

RECEIVED 9-9-97

## I N D E X

## WITNESSES

NAME	PAGE NO.
JOHN M. HAMMAN	
Direct Examination by Mr. Hatch	2623
Prefiled Direct Testimony Inserted	2625
Prefiled Rebuttal Testimony Inserted	2681
Cross Examination by Mr. Melson	2707
Cross Examination by Ms. Kaufman	2710
Cross Examination by Mr. Rankin	2714

## EXHIBITS - VOLUME 24

NUMBER	I.D.	ADMTD.
84-87		2621
93	JMH-1, JMH-R1 and JMH-R2	2693

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

1  
2 (Transcript continues in sequence from  
3 Volume 23.)

4 CHAIRMAN JOHNSON: We are going to go back on the  
5 record with a couple of preliminary announcements. Several  
6 parties have asked about what they can do or what they  
7 should do with their documents and materials. What we are  
8 going to do is allocate the first couple of rows in that  
9 corner over there for you, if you could stack them orderly,  
10 we will just keep them there. And I don't think anyone will  
11 mess with the stuff tomorrow during -- no one wants to read  
12 this stuff.

13 MR. HATCH: I was going to say, anyone that wants  
14 it is welcome to it.

15 CHAIRMAN JOHNSON: Yes. So we will do that. If  
16 you just mark it carefully so we won't get any of the  
17 documents confused, that will be fine. And we are going to  
18 conclude real close to 7:00, so if we are not finished with  
19 the witness then we will just break and you will have to  
20 come back on Wednesday. And, Beth, did you have something  
21 you wanted to add?

22 MS. CULPEPPER: I believe staff's exhibits for  
23 Witnesses Kinkoph and Pacey have been distributed now.

24 CHAIRMAN JOHNSON: Okay.

25 MS. CULPEPPER: And we would ask that Exhibits

1 84, 85, 86, and 87 be moved.

2 CHAIRMAN JOHNSON: I hadn't marked them yet. 84  
3 was DWK-3, right?

4 MS. CULPEPPER: That's correct. And we ask that  
5 PLP --

6 CHAIRMAN JOHNSON: Hold up, that's the openly one  
7 I can't find. Okay. DWK-3 will be marked as 84.

8 MS. CULPEPPER: I believe the next one is PLP-3.

9 CHAIRMAN JOHNSON: I mean, I should have said 84  
10 will be admitted. PLP-3 will be admitted. PLP-4, admitted.  
11 And PLP-5. And then I guess you had a series that you  
12 wanted that you wanted me to identify, is that what this  
13 next stack is for.

14 (Exhibit Numbers 84, 85, 86, and 87 received into  
15 evidence.)

16 MS. BARONE: Madam Chairman, before you move on,  
17 it has been brought to my attention that supplemental  
18 responses to Interrogatories Numbers 1 and 2 of BellSouth's  
19 first set of interrogatories were not included in that  
20 packet, and what I would like to do is put the parties on  
21 notice that I will get copies that would be included in  
22 FCTA's responses to BellSouth's interrogatories. I think  
23 that has been identified as -- just a moment. Excuse me,  
24 Madam Chairman, that is FCTA's responses to BellSouth's  
25 interrogatories, and you have identified that as Exhibit 86.



1 And I will pass out a copy of that to you and to the  
2 parties.

3 MS. WHITE: Ms. Barone, if it will help, I was  
4 going to put those in, but you beat me to it. So I have a  
5 copy of the responses and the supplemental responses, if you  
6 would like to use those.

7 MS. BARONE: Thank you, that would be very  
8 helpful.

9 CHAIRMAN JOHNSON: Okay. Any other preliminary  
10 matters?

11 COMMISSIONER GARCIA: Did you want to number the  
12 exhibits?

13 CHAIRMAN JOHNSON: Not yet. Staff, did you want  
14 to have them identified for this next witness?

15 MS. CULPEPPER: We can wait until the witness is  
16 tendered.

17 CHAIRMAN JOHNSON: Okay.

18 MR. HATCH: AT&T calls John Hamman to the stand.  
19 Madam Chairman, I don't believe Mr. Hamman has been sworn.

20 CHAIRMAN JOHNSON: Okay.

21 (Witness sworn.)

22 CHAIRMAN JOHNSON: Thank you, you may be seated.

23 COMMISSIONER GARCIA: Mr. Hatch, did you pass  
24 this out for this witness?

25 MR. HATCH: Yes, I did. We're getting to it.

1 Thereupon,

2 JOHN HAMMAN

3 was called as a witness for AT&T of the Southern States,  
4 Inc., and having first been duly sworn, was examined and  
5 testified as follows:

6 DIRECT EXAMINATION

7 BY MR. HATCH:

8 Q Could you please state your name and address for  
9 the record?

10 A John Hamman, 1200 Peachtree Street, Atlanta,  
11 Georgia.

12 Q By whom are you employed and in what capacity?

13 COMMISSIONER KIESLING: Turn on your mike.

14 A Okay, its on. John Hamman, 1200 Peachtree  
15 Street, Atlanta, Georgia. Thank you.

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

17 A I'm employed by AT&T as a Technical Support  
18 Manager.

19 Q Did you prepare and cause to be filed in this  
20 proceeding direct testimony consisting of 57 pages and  
21 rebuttal testimony consisting of 13 pages?

22 A Yes, I did.

23 Q Do you have any changes or corrections to your  
24 direct or rebuttal testimony?

25 A No, I do not.

1           Q       If I asked you the same questions that are in  
2 your direct and rebuttal testimonies, would your answers be  
3 the same?

4           A       Yes, they would.

5           MR. HATCH: Madam Chairman, I would request that  
6 the direct and rebuttal testimony be inserted into the  
7 record as though read.

8           CHAIRMAN JOHNSON: It will be so inserted.

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1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is John M. Hamman. My business address is 1200 Peachtree  
3 Street, NE, Atlanta, Georgia 30309-3579.

4

5 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**  
6 **BACKGROUND AND EXPERIENCE.**

7 A. I received a Master of Business Administration with a concentration in  
8 Marketing from University of Missouri, in 1978. I received a Bachelor of  
9 Science degree in Mechanical Engineering from Kansas State University,  
10 Manhattan, Kansas in 1970. Over the past years, I have attended numerous  
11 industry schools and seminars covering a variety of technical and regulatory  
12 issues.

13

14 I joined AT&T in June 1970 in the Operations Department. My initial  
15 assignments included establishing operational methods and support for  
16 AT&T's outside workforce and managing the AT&T Midwest Engineering  
17 Regional Facility Planning Electronic Data Processing Group. In 1976, I  
18 joined the Sales/Marketing organization and held various positions of  
19 increasing responsibility selling local services, Customer Provided  
20 Equipment (CPE), and Network Services to AT&T's largest customers. In  
21 1983, I was the AT&T Primary Markets Sales Center manager for Business  
22 customers in Kansas, Missouri, Oklahoma, and Arkansas. In that position,  
23 my sales center was the primary customer contact for AT&T business service  
24 orders. In 1986, I took on the responsibility for Business customer billing  
25 and collections methods and support for the Southern Region states. In 1990,

1 I became responsible for working with the Local Exchange Carriers (LECs)  
2 reviewing the billing and collections arrangements with AT&T and resolving  
3 related errors and disputes arising from that process.

4

5 **Q. PLEASE DESCRIBE YOUR CURRENT EMPLOYMENT AND THE**  
6 **SCOPE OF YOUR RESPONSIBILITIES.**

7 A. My current responsibilities as part of the AT&T Local Services Division  
8 include providing technical and analytical support activities necessary for  
9 AT&T's local service planning in the nine Southern Region states. This  
10 responsibility includes being a core member of AT&T's negotiations Subject  
11 Matter Expert (SME) team responsible for unbundled network elements. In  
12 addition, I provide analysis of the Incumbent Local Exchange Carriers  
13 (ILECs) agreements with Competitive Local Exchange Carriers (CLECs)  
14 regarding the details of local service features, interconnection arrangements,  
15 and network architecture to assess their impact on AT&T's local service  
16 plans. I recently represented AT&T on the Georgia Local Number Portability  
17 (LNP) Workshop and as Chair of the Georgia LNP Requirements Committee.  
18 I served as that committee's representative to the Georgia LNP Steering  
19 Committee which interfaced directly with the Georgia Public Service  
20 Commission Staff. In that capacity, I worked with other members of the  
21 industry in the determination and development of the technical requirements  
22 for implementation of LNP in Georgia.

23

1 **Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE**  
2 **PUBLIC SERVICE COMMISSIONS? IF SO, BRIEFLY DESCRIBE**  
3 **THE SUBJECT(S) OF YOUR TESTIMONY.**

4 A. I have testified as the expert technical witness before state commissions in  
5 Alabama, Mississippi, Louisiana, South Carolina, and Kentucky in the  
6 AT&T/BellSouth Arbitration hearings and before the commissions in  
7 Louisiana and South Carolina regarding BellSouth's entry into the interLATA  
8 market.

9  
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
11 **PROCEEDING?**

12 A. The purpose of my testimony is to provide an informational framework that  
13 this Commission can use in judging whether BellSouth complies with the 14  
14 point checklist contained in Section 271 of the Telecommunications Act of  
15 1996 ("the Act") and whether BellSouth has demonstrated that its Draft  
16 SGAT complies with Sections 251 and 252(d) of the Act. In particular, I will  
17 focus on those items related to Interconnection and Unbundled Network  
18 Elements (UNEs). I will address Issues 2-8, 10-12 and 14 from the Issue List  
19 established by the Commission staff. By this testimony I do not mean to  
20 imply that Track B or any combination of Track A and Track B are available  
21 to BellSouth; my testimony is limited to the issue of BellSouth's compliance  
22 with the Section 271 checklist and the standards of Sections 251 and 252(d).  
23 The purpose of this hearing is to determine whether or not BellSouth has  
24 demonstrated that its SGAT complies with Sections 251 and 252(d) of the  
25 Act and whether BellSouth complies with the 14 point checklist. Based on

1 my review, BellSouth has not yet demonstrated compliance with the  
2 requirements outlined in Section 251, 252(d) and 271 of the Act, either  
3 through its draft SGAT, or implementation of its arbitrated interconnection  
4 agreements. In particular, BellSouth has not yet implemented fully an  
5 interconnection agreement or demonstrated that the services and elements it  
6 purports to offer in its SGAT are available if ordered now by a competing  
7 local exchange provider. Again, I do not imply that Tract B or a combination  
8 of Tracks A and B are actually available to BellSouth.

9  
10 **Q. WHY IS IT SO IMPORTANT FOR BELLSOUTH TO COMPLY**  
11 **FULLY WITH SECTIONS 251 AND 252 OF THE ACT AND THE**  
12 **COMPETITIVE CHECKLIST?**

13 **A.** Until BellSouth fully complies with the Act, either through a fully  
14 implemented interconnection agreement or through its SGAT if applicable,  
15 AT&T and other CLECs cannot provide the same quality of service to their  
16 customers that BellSouth provides to its customers.

17  
18 BellSouth's cooperation is absolutely necessary, at least in the short run, for  
19 the development of meaningful local exchange competition. BellSouth's  
20 ability to leverage its near monopoly status in local exchange service into the  
21 interLATA market creates a natural incentive to withhold such cooperation  
22 from competitors. The Act conditions in-region, interLATA entry on  
23 compliance with Sections 251 and 252 of the Act and all the items included  
24 in the checklist in Section 271. The requirements of the Act provide an  
25 incentive to BellSouth to take the steps necessary to open its monopoly

1 markets, while reducing its incentive and opportunities to discriminate  
2 against new competitors. Premature entry into the interLATA market  
3 removes BellSouth's only incentive to open the local market to competition.  
4

5 If BellSouth does not provide interconnection and access to Unbundled  
6 Network Elements in compliance with the Act and the Commission's  
7 arbitration orders, AT&T's (and other new entrants') customers will receive  
8 inferior service. These customers likely will blame AT&T for their service  
9 problems, thus damaging AT&T's reputation and its ability to attract and  
10 retain users. The widespread competition envisioned by the Act simply will  
11 not occur if BellSouth fails to comply with the Act.  
12

13 **Q. WHAT IS REQUIRED FOR THIS COMMISSION TO APPROVE**  
14 **BELLSOUTH'S SGAT AND TO DETERMINE IF BELLSOUTH HAS**  
15 **DEMONSTRATED COMPLIANCE WITH THE CHECKLIST**  
16 **ITEMS?**

17 **A.** Before it can approve BellSouth's SGAT or find that BellSouth has complied  
18 with the checklist, the Commission must determine that each and every  
19 standard and requirement of Sections 251 and 252(d) of the Act has been met  
20 and that the provisions in BellSouth's SGAT or arbitrated interconnection  
21 agreement can be implemented in a realistic way. If BellSouth does not have  
22 the actual capability to provide the services it *claims* to offer, any promises to  
23 offer those services are meaningless. To demonstrate compliance with  
24 Sections 251 and 252 and with the checklist, BellSouth must make each item  
25 available in a nondiscriminatory manner. These items must be available in



1 such quantities as may be reasonably demanded by CLECs in a manner  
2 which does not discriminate against the CLECs' customers in terms of quality  
3 and timeliness. Mere promises to provide the items sometime in the future  
4 are not sufficient. Without a fully implemented interconnection agreement or  
5 SGAT that complies with the checklist, this Commission cannot be assured  
6 that AT&T and other CLECs can provide or make available the same quality  
7 of service to their customers that BellSouth is able to provide to its  
8 customers.

9  
10 BellSouth cannot prove its compliance with Sections 251 and 252 or with the  
11 checklist until several steps have taken place for each item: (1) methods and  
12 procedures for implementation must be established; (2) operational testing  
13 must be performed; (3) actual operational experience must be gained; and (4)  
14 actual experience must be measured against performance benchmarks and  
15 measurements. Without these steps, the Commission is limited to reliance on  
16 BellSouth's assertions.

17

18 **Q. WHY ARE THESE STEPS SO CRITICAL?**

19 A. Methods and procedures are critical because they provide a standard set of  
20 rules for new entrants seeking to work with BellSouth to provide local  
21 service. They also provide BellSouth employees with consistent rules for  
22 dealing with new entrants. Absent standard methods and procedures, new  
23 entrants cannot effectively plan and deliver service to end users. It is not  
24 enough for BellSouth simply to say it will make items available; the parties  
25 must know the actual details of who, what, when, where and how.

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Operational testing is necessary to identify and resolve issues that will arise when CLECs work with BellSouth's network and employees. BellSouth's internal testing does not by itself provide sufficient evidence of operability. Joint testing with new entrants and/or neutral third parties is the only practical way to uncover flaws in the planned interactions between the new entrants and BellSouth. Operational testing beyond BellSouth's internal testing permits the parties to examine the established methods and procedures and make any changes necessary for real-time operations.

Actual operational experiences furnish the best information to determine whether BellSouth is providing the checklist items in accordance with the Act. While information gained from testing may be helpful to this Commission, it cannot account for all possible contingencies. Where available, actual operational experiences deliver the most telling evidence of the extent to which new entrants are able to provide service using BellSouth's network.

Performance benchmarks provide this Commission and the industry with minimum levels of performance to which BellSouth must adhere in order to comply with the Act. In order to show it has fully complied with the Act, BellSouth must prove it has made each of the required items available in a timely and nondiscriminatory manner, not merely assert that it has done or will do so. As the Department of Justice recently recognized, "benchmarks are significant because they demonstrate the ability of the BOC to perform a

1 critical function -- for example the provisioning of an unbundled loop within  
2 a measurable period of time." Addendum to Evaluation of the U.S.  
3 Department of Justice, Docket No. CC-97-121 at 5 (May 21, 1997).

4  
5 Performance measures are necessary to determine whether BellSouth is  
6 meeting the benchmarks. BellSouth must adopt specific means and  
7 mechanisms necessary to measure whether and how well it meets these  
8 benchmarks. While BellSouth may intend to provide the statutorily required  
9 items in a nondiscriminatory manner, without such performance measures,  
10 proof of compliance cannot be established. Initially, new entrants such as  
11 AT&T must purchase most of the services, network elements, and  
12 interconnection necessary to provide local exchange service exclusively from  
13 BellSouth. New entrants therefore, cannot provide high quality services to  
14 consumers unless BellSouth first provides high quality services to new  
15 entrants. Without performance benchmarks and measurements, there is no  
16 way to make an objective determination whether new entrants receive  
17 interconnection and access to unbundled network elements at parity with that  
18 which BellSouth enjoys.

19

20 **Q. WHY ARE THE CURRENT BELLSOUTH METHODS AND**  
21 **PROCEDURES INSUFFICIENT TO SATISFY THE**  
22 **REQUIREMENTS OF THE ACT?**

23 **A.** BellSouth's current internal implementation methods and procedures reflect  
24 operational arrangements related to the provisioning of BellSouth services  
25 under tariffs, contracts, and agreements established prior to the Act.

1           Although they may be sufficient to provide BellSouth services and meet the  
2           demands of the pre-Act environment, they are not directly transferable to the  
3           nondiscriminatory actions BellSouth must undertake to open the local  
4           exchange market. Unbundling and interconnecting the local telephone  
5           network is a new activity in which BellSouth is required to make its facilities  
6           available, at cost-based, competitively neutral prices, to competitors who will  
7           try to use these facilities to win BellSouth's customers. Even if BellSouth has  
8           the best of intentions, the process of unbundling local telephone networks is  
9           surrounded by uncertainty and likely will be characterized by fitful progress  
10          and frequent disputes.

11

12          Moreover, BellSouth's pre-Act experience in providing a limited number of  
13          services and facilities to Interexchange Carriers, Cable Companies and  
14          Competitive Access Providers has only limited relevance to its ability to  
15          provide nondiscriminatory access and interconnection for the provision of  
16          competitive local exchange services. New methods and procedures must be  
17          developed in light of the requirements of the new local market and be tested  
18          through real operational experience before BellSouth can prove that it is  
19          providing nondiscriminatory access and interconnection equal to that it  
20          provides to itself.

21

22   **Q.   BELLSOUTH FILED 87 BINDERS WITH MR. MILNER'S**  
23   **TESTIMONY. DOES THIS WRITTEN MATERIAL ESTABLISH**  
24   **THAT BELLSOUTH CAN MAKE AVAILABLE ALL OF THE**  
25   **CHECKLIST ITEMS AND MEET THE NONDISCRIMINATORY**  
26   **REQUIREMENTS OF THE ACT?**

1 A. No. BellSouth cannot establish its compliance with Sections 251 and 252 for  
2 each of the checklist items simply by producing 87 binders. BellSouth must  
3 demonstrate that it has for each item: (1) nondiscriminatory methods and  
4 procedures for implementation; (2) internal, third party, and/or CLEC  
5 operational testing results that confirm nondiscriminatory access; (3)  
6 meaningful actual operational experience; and (4) performance benchmarks  
7 and measurements against which operational experience may be measured.

8  
9 The material in the 87 binders provided with Mr. Milner's testimony does not  
10 satisfy this standard. We have reviewed the 87 binders and reached the  
11 following preliminary conclusions:

12  
13 First, the methods and procedures provided in the binders appear to be  
14 nothing more than existing BellSouth procedures that have been reordered  
15 and duplicated. The binders contain copies of pages from the Local  
16 Interconnection and Facility Based Ordering guide that already have been  
17 previously provided in the arbitration proceeding and documents that reflect  
18 methods for providing access to long distance carriers that are dated prior to  
19 the Act. Moreover, those documents are duplicated repeatedly in the binders  
20 and, in many cases, duplicates in the binder appear to be errors in the  
21 compilation of the binders.

22  
23 Second, the testing experience referenced in the binders reflects nothing more  
24 than BellSouth's internal testing experience in those instances where any  
25 testing has been performed. BellSouth does not provide any of the test  
26 parameters or the test results that would allow a third party to confirm that  
27 BellSouth can provide the checklist items in a non-discriminatory manner.

1 For example, references in the test report summaries state that the billing data  
2 was not completed to verify that billing would be available and accurate. In  
3 several cases, the End-to-End testing was not initiated because the project  
4 teams believed that it was unnecessary because they would be providing the  
5 service in the same manner as existing access services. Yet, there is no data  
6 to support the project teams' conclusions. In many cases, the End-to-End test  
7 result summary sheets reflect that as a result of the test they will have to make  
8 service order or system changes, yet there is no record of a retest to verify if  
9 the new changes fixed the problem. Orders were forced through the system  
10 without complete information in order to complete the tests, and there is no  
11 explanation as to why this was necessary. It was found that in order to  
12 process some orders, tables consisting of the data elements necessary to order  
13 the service had to be updated to allow the orders to complete. There is no  
14 mention of updating the methods to ensure that the tables will be current  
15 when a CLEC order goes through the first time.

16  
17 Third, the operational experiences BellSouth provides are merely "live  
18 activity" summaries showing data collected by BellSouth from their data  
19 systems of the Universal Service Order Codes (USOCs) ordered and  
20 completed in their databases. This is not an indication that the elements  
21 actually being deployed are being used by CLECs. There is also no  
22 verification that these services are being provided in a nondiscriminatory  
23 manner. The binders also contain no statements as to whether there have  
24 been any complaints from these CLECs. The number of operational  
25 experiences that BellSouth lists is minimal at best. It certainly does not  
26 demonstrate that they have experience of any consequence to verify that

1 CLECs can be provided the checklist items through all of the different  
2 technologies that exist in the BellSouth network.

3  
4 Finally, the binders do not contain performance measurements and  
5 benchmarks for either BellSouth or a CLEC. In many cases the provisioning  
6 intervals to provide service are left blank or require a service inquiry to  
7 determine the interval. BellSouth has neither set standards for non-  
8 discriminatory access nor stated how it will measure its performance against  
9 those standards.

10

11

12 **Q. HAVE THE PARTIES MADE ANY PROGRESS TOWARD**  
13 **ESTABLISHING PERFORMANCE MEASURES AND**  
14 **BENCHMARKS SO FAR?**

15 **A.** Yes, but there is still a long way to go. The parties filed a document outlining  
16 performance measurements with the Georgia Commission on May 9, 1997.  
17 These interim measurements were incorporated into the Florida  
18 AT&T/BellSouth Interconnection Agreement, which defines a structure for  
19 measuring performance of items to be measured other than electronic  
20 interfaces. The Interconnection Agreement documents an important principle  
21 – that BellSouth must provide AT&T with the quality of service that  
22 BellSouth provides itself and its end users. Thus the agreement requires  
23 BellSouth to provide its internal performance data to AT&T so that the level  
24 of service BellSouth provides itself can be compared to that which BellSouth  
25 provides AT&T, and adjusted, if necessary, to reflect BellSouth's own

1 experience. To date, BellSouth has failed to provide this required data for  
2 Florida, or any other BellSouth state.

3 The Interconnection Agreement also obligates the parties to negotiate the  
4 next level of detail, such as target performance levels for all measurements.  
5 The parties have agreed to meet no later than ninety days after actual  
6 performance to begin negotiating target levels for these items. During the  
7 first ninety days, the parties will attempt to nail down many of the desired  
8 performance intervals. These methods for measuring performance will  
9 continue to evolve over time, and the parties will meet quarterly to update  
10 performance measurements as needed to ensure that AT&T receives parity  
11 treatment. At present, the parties have established basic measurements to get  
12 started, but six months to a year will be required to determine how the  
13 measurements are working and whether additional measures are required. At  
14 present, there simply are no performance measures and benchmarks in place  
15 that would allow an objective determination regarding BellSouth's  
16 compliance with the Act.

17

18 The performance measurements relating to electronic interfaces have yet to  
19 be negotiated. This is an entirely new area for BellSouth, so the parties will  
20 need to gather data over the first several months of performance before  
21 appropriate measurements can be established.

22

23 Performance measurements are discussed in detail in the testimony of Mr.  
24 Pfau.

25



1 Without adequate methods and procedures and performance measurements,  
2 this Commission and the industry have no way of knowing if the items in  
3 BellSouth's SGAT and its signed Interconnection Agreement will perform as  
4 promised. The Commission needs proof, rather than promises, in order to  
5 determine whether BellSouth can provide nondiscriminatory service to  
6 CLECs.

7

8 **Q. IS THE FACT THAT BELLSOUTH AND AT&T HAVE A SIGNED**  
9 **INTERCONNECTION AGREEMENT SUFFICIENT TO PROVE**  
10 **THAT BELLSOUTH IS IN COMPLIANCE WITH SECTIONS 251, 252**  
11 **AND 271?**

12 A. No. While it is true that AT&T and BellSouth have reached a negotiated or  
13 arbitrated agreement on many issues, the interconnection agreement is not  
14 complete and has not yet been fully implemented. Therefore, it provides no  
15 evidence—only paper promises—that BellSouth can provide items promised  
16 in a nondiscriminatory manner.

17

18 AT&T is continuing to work to ensure that it will be able to obtain the  
19 statutorily required items in a manner that will allow AT&T to provide its  
20 customers with high quality service. For example, AT&T and BellSouth  
21 have developed a list of over sixty (60) projects and 900 work items that  
22 require additional effort by joint AT&T/BellSouth teams for proper  
23 implementation. If not properly resolved, many of these issues threaten to  
24 impose impediments that would seriously delay, if not eliminate, the viability  
25 of using UNEs to compete in the local service market. While BellSouth has

1           made assurances that it will continue to cooperate in resolving these issues,  
2           the simple fact is that this work is not yet complete. More work is required to  
3           develop the methods and procedures, operational testing, operational  
4           experience and performance benchmarks and measurements necessary to  
5           establish whether BellSouth is in compliance with the Act.

6

7   **Q.    WHAT OTHER SAFEGUARDS ARE NECESSARY WITH RESPECT**  
8           **TO THE COMMISSION'S DETERMINATION REGARDING**  
9           **NETWORK UNBUNDLING ISSUES?**

10   **A.**   It is vitally important that there be a sufficient period of time to permit  
11           BellSouth and the CLECs to work out transitional issues and ensure that the  
12           unbundling of network elements has taken place. The Act provides for a total  
13           overhaul of the local exchange market with the goal of introducing  
14           competition and dismantling the monopoly local exchange bottleneck. This  
15           is not something that can occur overnight. Rather, it is a complicated and  
16           difficult process. Accordingly, network unbundling cannot be considered  
17           achieved until such time as the transitional issues have been resolved. "Paper  
18           unbundling" cannot constitute compliance with the Act.

19

20           **II. COMPLIANCE WITH THE COMPETITIVE CHECKLIST**

21

22   **Q.    HAS BELLSOUTH COMPLIED WITH THE 14 POINT**  
23           **CHECKLIST?**

24   **A.**   No. Although BellSouth claims that it has already interconnected with other  
25           networks, and implemented unbundling, a significant number of operational

1 and technical matters remain that must be resolved before BellSouth can  
2 demonstrate compliance with Sections 251 and 252(d) of the Act and the 14  
3 point checklist. In this testimony, I address the following Checklist items  
4 found in Section 271(c)(2)(B): (1) Interconnection, (2) Unbundling Network  
5 Elements, (3) Poles, Ducts, and Rights of Way, (4) Local Loops, (5) Local  
6 Transport, (6) Local Switching, (7) Telephone Numbers, (9) 911/E911  
7 Services, Directory and Operator Services, (10) Signaling and Databases, (11)  
8 Local Number Portability and (13) Reciprocal Compensation. These  
9 correspond to Issues 2-8, 10-12 and 14 on the Issue List established by the  
10 Commission staff. Mr. Gillan addresses checklist items 2 and 6 (Issues 3  
11 and 7) in greater detail in his testimony. Mr. Bradbury discusses in his  
12 testimony how the lack of adequate Operational Support Systems affects all  
13 of the checklist items. Mr. Pfau discusses how performance measurements  
14 are critical to ensure nondiscriminatory access.

15

16

## ISSUE 2 -- INTERCONNECTION

17

18 **Q. WHAT IS INTERCONNECTION?**

19

A. Interconnection is the way that competing carriers connect to the local  
20 networks, both BellSouth's and others. In order to satisfy checklist item  
21 Section 271(c)(2)(B)(i), BellSouth must establish methods and procedures to  
22 implement the most efficient interconnection architecture to permit a CLEC's  
23 and BellSouth's networks to work together. This includes joint engineering  
24 practices, administrative procedures, specific timelines for implementation of  
25 the various arrangements, joint testing procedures to verify interconnection,

1 joint practices for resolution of issues related to interconnection, and  
2 performance measurements for each party to meet in the provisioning of these  
3 arrangements.

4

5 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
6 **CHECKLIST ITEM?**

7 A. Under Checklist item 271(c)(2)(B)(i), BellSouth must provide  
8 interconnection in accordance with the standards and pricing rules of Section  
9 251(c)(2) and 252(d)(1). Section 251(c)(2) requires BellSouth to provide  
10 interconnection for the transmission and routing of telephone exchange  
11 service and access, at any technically feasible point, at least equal in quality  
12 to that BellSouth provides to itself, on rates, terms and conditions that are  
13 just, reasonable and nondiscriminatory. The quality of interconnection  
14 provided to CLECs must be "indistinguishable" from that BellSouth provides  
15 to itself. FCC Order ¶ 224.

16

17 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
18 **INTERCONNECTION IN ACCORDANCE WITH THE CHECKLIST?**

19 A. No. BellSouth states it has provided interconnection but offers no evidence  
20 to prove that it has provided interconnection that is equal in quality to that  
21 which BellSouth provides to itself. BellSouth simply has not produced the  
22 evidence necessary to demonstrate compliance. BellSouth's agreements  
23 with other Local Exchange Companies, for example, which have been in  
24 place for some time, could provide some evidence of interconnection quality  
25 provided to other LECS, but do not appear to be part of BellSouth's case.

1 Without review of these agreements, the Commission and other carriers  
2 cannot determine if the terms of interconnection BellSouth is offering new  
3 entrants are better or worse than the terms offered by BellSouth to other  
4 carriers in existing agreements. Therefore, it is impossible to determine  
5 whether BellSouth is offering new entrants terms that are nondiscriminatory.

6

7 **Q. WHAT HAS BEEN AT&T'S EXPERIENCE INTERCONNECTING**  
8 **WITH BELLSOUTH?**

9 A. AT&T has been working jointly with BellSouth to implement our  
10 interconnection agreement. In discussions with BellSouth, AT&T has  
11 requested the "most efficient interconnection architecture" available. (See  
12 Interconnection Agreement, 16.6.1.4.) This arrangement would place local,  
13 intraLATA, and interLATA calls between our networks on two way trunks.  
14 Two way trunking is technically feasible and BellSouth has agreed to do it.  
15 All that is needed is for BellSouth to reach agreement with AT&T on the  
16 methods for separating the Percentage of Local Usage (PLU) from all of the  
17 other calls on these interconnection trunks to permit billing of the appropriate  
18 charges. BellSouth, however, has delayed agreement on the PLU factors  
19 through its improper insistence that the Bona Fide Request (BFR) process is  
20 the only vehicle for the parties to address this issue.

21

22 The BFR process was developed by the parties to deal, on a case-by-case  
23 basis, with issues that are not covered by the Interconnection Agreement.  
24 Despite the fact that the agreement specifies that the parties will pursue the  
25 most efficient trunking arrangement, BellSouth refused to do so until AT&T

1 submitted a BFR. Although not required to do so by the Interconnection  
2 Agreement, AT&T submitted a BFR request regarding PLU factors on April  
3 23 but did not receive a response from BellSouth until June 25 – two months  
4 later. The Bona Fide Request process has done nothing but delay resolution  
5 of an item that was already part of our Interconnection Agreement. The  
6 process is just too slow and does not meet the nondiscriminatory provisions  
7 of the Act. BellSouth has dragged out the discussions on this issue, delaying  
8 AT&T's ability to interconnect where technically feasible. This delay  
9 demonstrates that at the present time, BellSouth simply cannot provide  
10 interconnection in accordance with the requirements of Sections 251(c) (3)  
11 and 252(d)(1).

12

13 BellSouth now states it will be able to bill PLU in late September 1997. In  
14 the meantime, BellSouth demands that AT&T must pay to develop interim  
15 billing processes.

16

17 **Q. ARE THERE ANY ADDITIONAL ISSUES THAT BELLSOUTH**  
18 **MUST RESOLVE TO COMPLY WITH THE ACT'S**  
19 **INTERCONNECTION REQUIREMENTS?**

20 **A.** Yes. BellSouth must establish that the methods and procedures related to  
21 collocation and maintenance are nondiscriminatory.

22

23 **Q. WHAT ARE BELLSOUTH'S OBLIGATIONS WITH REGARD TO**  
24 **COLLOCATION?**

1 A. BellSouth's obligation to permit interconnection with its network under  
2 Section 251(c)(2) also encompasses the requirement that BellSouth allow the  
3 collocation of AT&T equipment in BellSouth's facilities. The general terms  
4 of Section 251(c)(2) and the more specific language of Section 251(c)(6)  
5 require BellSouth to provide physical collocation of necessary equipment "on  
6 rates, terms, and conditions that are just, reasonable, and nondiscriminatory."  
7 47 U.S.C. § 251(c)(6). The FCC found that the incumbent local exchange  
8 carrier ("ILEC") must allow a competing carrier to collocate its equipment at  
9 a broad range of points under the ILEC's control. FCC First Report and  
10 Order ¶ 573. In provisioning space to competing carriers, the ILEC must  
11 make space available on a first come, first served basis. Id. ¶ 585.

12

13 **Q. HAS BELLSOUTH COMPLIED WITH ITS COLLOCATION**  
14 **OBLIGATION?**

15 A. Not at this time. The parties have a document governing procurement of  
16 space for collocation. However, until the procedures set forth in the  
17 document are finalized and requests for collocation are processed, it is too  
18 soon to know whether BellSouth can meet the Act's requirements for  
19 collocation.

20

21 **Q. HAS BELLSOUTH MET ITS OBLIGATIONS WITH REGARD TO**  
22 **MAINTENANCE?**

23 A. No. Four projects related to maintenance have been identified for  
24 implementation of the Interconnection Agreement signed in Georgia, and  
25 also must be resolved with respect to Florida. First, Section 3.1.7 of

1 Attachment 5 to the agreement requires BellSouth to implement a process to  
2 provide AT&T notice of switch failures known at the time of any inquiry or  
3 trouble report. A process that will permit AT&T to attribute service  
4 problems or failures to central office problems will allow AT&T to relay  
5 accurate information to its customers calling in service problems. This ability  
6 is key to customer relations. This issue has not yet been resolved.

7

8 Second, prior to AT&T sending BellSouth its first service order, BellSouth is  
9 to develop a mutually acceptable Workcenter Interface Agreement to  
10 document methods and procedures for the interim interfaces until electronic  
11 interfaces are in place. (Agreement, Att. 5 § 3.1.9.) Before AT&T can begin  
12 offering local service, BellSouth's methods and procedures must be in place  
13 and tested. To date, BellSouth has not completed this project.

14

15 Third, the agreement also provides that AT&T will review BellSouth's  
16 service technicians procedures prior to sending the first service order.  
17 (Agreement, Att. 5 § 3.1.10.) Review of the procedures is essential so that  
18 AT&T can ensure that BellSouth technicians will provide repair service at  
19 least equal in quality to that provided to BellSouth customers and that trouble  
20 calls from AT&T customers will receive response time priority on a first  
21 come, first served basis with respect to BellSouth customers. In addition,  
22 once procedures have been agreed upon, actual field experience will be  
23 required to ensure that AT&T customers receive maintenance service  
24 according to procedures and at parity with the service BellSouth provides its  
25 own customers.



1  
2 Fourth, the parties also are scheduled to implement a detailed service  
3 restoration plan and a disaster recovery plan by the end of 1997. (Agreement  
4 § 21.D.) Among other things, the plans are to address the following: (1)  
5 immediate notification to AT&T by electronic interface of the existence,  
6 source and location of any emergency service outage affecting AT&T  
7 customers; (2) establishment of a single point of contact for initiating and  
8 coordinating restoration of service; (3) procedures to provide AT&T real-time  
9 access to information regarding service restoration and problem resolution  
10 during the restoration process; (4) provision of inventory and description of  
11 mobile restoration equipment by location; (5) methods and procedures for  
12 dispatch of mobile equipment; (6) methods and procedures for re-  
13 provisioning all services and elements after initial restoration; (7) equal  
14 priority of treatment when both AT&T customers and BellSouth customers  
15 require service restoration; and (8) a mutually agreeable process for  
16 escalation of maintenance problems including a list of responsible contacts  
17 available 24 hours a day, 7 days a week. The establishment of these plans  
18 and the methods and procedures they include is essential to AT&T's ability to  
19 provide local service. Since large scale outages inconvenience customers,  
20 customer perceptions that AT&T is unable to provide information and prompt  
21 service restoration will damage AT&T's reputation as a local service  
22 provider. Again, these plans are not in place.

23  
24 All of these maintenance issues must be resolved before AT&T can enter the  
25 local market. Swift and efficient response to service problems is essential to

1 keep customers satisfied. Until methods and procedures are in place to  
2 handle maintenance issues and these procedures have been tested and  
3 implemented, BellSouth cannot provide interconnection in accordance with  
4 §§ 251 and §§ 252 of the Act.

5

6 **Q. HAS BELL SOUTH ESTABLISHED COMPLIANCE WITH THIS**  
7 **CHECKLIST ITEM? [ISSUE 2]**

8 A. No. Until BellSouth has the methods and procedures in place to promptly  
9 provide any requesting CLEC the most efficient trunking arrangements,  
10 interconnection with BellSouth cannot be equal in quality to the service  
11 BellSouth provides itself. It is not sufficient to say interconnection will be  
12 worked out on a case-by-case basis. BellSouth must have the methods and  
13 procedures in place, they must be tested, and performance measurements  
14 must be in place to determine if interconnection is being provided on an equal  
15 basis. Without such objective requirements, BellSouth can delay the actual  
16 implementation of local interconnection.

17

18 **ISSUE 3--NONDISCRIMINATORY ACCESS TO UNBUNDLED**

19

**NETWORK ELEMENTS**

20

21 **Q. WHAT ARE UNBUNDLED NETWORK ELEMENTS UNDER THE**  
22 **ACT?**

23 A. Unbundled network elements are the facilities or equipment used in the  
24 provision of a telecommunications service. The Act defines a "network  
25 element" as "a facility or equipment used in the provision of a

1 telecommunications service . . . includ[ing] features, functions, and  
2 capabilities that are provided by means of such facility or equipment." 47  
3 U.S.C. § 153(29). AT&T requested access to 12 unbundled network  
4 elements in arbitration with BellSouth, and BellSouth agreed to provide  
5 them. Unbundled network elements can be used to interconnect AT&T's  
6 facilities with each BellSouth network element at any point designated by  
7 AT&T that is technically feasible. The elements may be used individually  
8 and in combination with other network elements to provide  
9 telecommunications services. Attached to my testimony is JMH-1, a chart  
10 describing the 12 UNEs included in the AT&T/BellSouth interconnection  
11 agreement.

12

13 The Act provides that for each unbundled network element, required  
14 provisioning includes the ability to order any one or a combination of all the  
15 elements, to specify features, functions, and capabilities of the unbundled  
16 network elements; to be assured that billing methods are in place for each  
17 unbundled network element; and to know that BellSouth provides a means to  
18 test the elements and ensure they work together as expected.

19

20 **Q. HAS BELLSOUTH COMPLIED WITH THIS CHECKLIST ITEM?**

21 A. No. Under Checklist Item 2, BellSouth must provide nondiscriminatory  
22 access to network elements in accordance with the requirements of Section  
23 251(c)(3) and 252(d)(1) of the Act. Section 251(c)(3) requires BellSouth to  
24 provide nondiscriminatory access to network elements on an unbundled basis  
25 at any technically feasible point on rates, terms and conditions that are just,

1 reasonable and nondiscriminatory. Nondiscriminatory access means at a  
2 minimum, that the terms and conditions are offered equally to all requesting  
3 carriers, and where applicable, they must be equal to the terms and conditions  
4 under which BellSouth provisions the elements to itself. As shown below,  
5 BellSouth has not provided nondiscriminatory access to network elements as  
6 required.

7

8 **Q. HAS BELL SOUTH DEMONSTRATED IT IS PROVIDING UNES IN**  
9 **ACCORDANCE WITH THE ACT?**

10 A. No. BellSouth Witness Milner states in his testimony on page 9 that  
11 BellSouth has processed orders for 7,612 interconnection trunks. However,  
12 this by itself does not mean that nondiscriminatory access to a full range of  
13 UNEs is being provided in Florida.

14

15 **Q. WHY NOT?**

16 A. First, BellSouth exaggerates the number of order processed for  
17 interconnection trunks. In today's network, most interconnection trunks are  
18 DS1 facilities. When the number of interconnection trunks claimed by  
19 BellSouth is divided by the 24 DS0 channels in a DS1 facility, it becomes  
20 apparent that the number of interconnection trunks processed is really quite  
21 small (approximately 317).

22

23 Second, BellSouth erroneously equates interconnection for providing  
24 interexchange access with interconnection for providing local service. The  
25 two are not the same, and ability to provide interexchange access does not

1 automatically guarantee the ability to provide local interconnection.  
2 BellSouth cannot simply rely upon its experience of providing interexchange  
3 access to prove that it can provide local service interconnection as required by  
4 the Act.

5  
6 Third, during the Georgia and the Louisiana 271 hearings, each CLEC that  
7 had attempted to obtain UNEs from BellSouth expressed dissatisfaction with  
8 their ability to obtain and use these UNEs to provide service to end users.  
9 BellSouth was unable to produce a single user of the UNEs who expressed  
10 satisfaction with this process. The testimony provided in those hearings, as  
11 well as the Georgia Commission's rejection of BellSouth's SGAT, show  
12 BellSouth has not demonstrated that it possesses both the technical  
13 competence and the willingness to provide network elements other than  
14 interconnection trunks to CLECs. BellSouth has provided no additional  
15 evidence in this proceeding sufficient to demonstrate that it can provide  
16 access to unbundled network elements in accordance with Section 251(c)(3).

17  
18 **Q. WHAT HAS BEEN AT&T'S EXPERIENCE WITH UNBUNDLED**  
19 **NETWORK ELEMENTS WITH BELLSOUTH?**

20 **A.** Disappointing, to say the least. AT&T attempted to order network elements  
21 through the Unbundled Network Elements Platform but BellSouth was  
22 unable to implement the UNE platform on a nondiscriminatory basis. I  
23 address AT&T's operational experience with attempts to order the unbundled  
24 platform in more detail below. The requirements of the Act and the policy

1 issues related to the unbundled platform are discussed in detail in the  
2 testimony of Mr. Gillan.

3

4 **Q. WHAT IS THE "UNBUNDLED PLATFORM"?**

5 A. The unbundled platform is a combination of UNEs, consisting of the network  
6 interface device (NID), unbundled loop (combination of the loop distribution,  
7 loop feeder, and the loop concentrator/multiplexer), local switching, operator  
8 systems, common and dedicated transport, signaling and call-related data  
9 bases, and tandem switching. The platform permits a new local service  
10 provider to offer local exchange and exchange access service. With this  
11 combination, a local service provider can offer a full range of  
12 telecommunications services to end users and other carriers. When providing  
13 service with the platform, a CLEC experiences more flexibility as well as  
14 more risk, than when it simply resells BellSouth services that BellSouth  
15 already provides to end users.

16

17 **Q. DOES THE TELECOMMUNICATIONS ACT PERMIT USE OF AN**  
18 **UNBUNDLED PLATFORM?**

19 A. Yes. The Act specifically provides that "[a]n incumbent local exchange  
20 carrier shall provide such unbundled network elements in a manner that  
21 allows requesting carriers to combine such elements in order to provide  
22 telecommunications service." 47 USC § 251(c)(3).

23

24 **Q. WHAT DO THE FCC RULES REQUIRE WHEN ORDERING**  
25 **COMBINATIONS OF UNES?**

1 A. The FCC rules explicitly prohibit ILECs from separating network elements  
2 that are currently combined by the ILEC unless a carrier specifically requests  
3 otherwise. 47 C.F.R. § 51.315(b). The FCC further explains that the ILEC  
4 "must provide, as a single, combined element, facilities that could comprise  
5 more than one element." First Report and Order, ¶ 295. This plainly  
6 describes BellSouth's obligations under § 251 of the Act regarding access to  
7 the unbundled platform. At AT&T's request, BellSouth must make the  
8 platform available as a single combined element.

9

10 **Q. WAS BELLSOUTH ABLE TO PROVIDE THE UNBUNDLED**  
11 **NETWORK PLATFORM?**

12 A. No. When AT&T recently ordered the Unbundled Network Element  
13 platform in Florida as part of a joint concept testing arrangement, BellSouth  
14 was unable to demonstrate that it can provide it. AT&T first tried to set up a  
15 means of communicating our requirements for UNEs through a "Footprint"  
16 order to define for a particular geographic area, the capabilities AT&T desires  
17 in that area. The purpose of using the footprint order is to ensure that  
18 BellSouth will be able to provide those UNEs for AT&T customers in that  
19 area. When AT&T submitted its footprint order in Florida, it received no  
20 confirmation of the order from BellSouth and no communication on methods  
21 and procedures for providing AT&T the requested access. AT&T then placed  
22 four individual orders.

23

24 **Q. DID BELLSOUTH SUCCESSFULLY PROVISION THE ORDERS?**

1 A. No. These orders were placed through a manual process, and as shown in  
2 Mr. Bradbury's testimony, manual ordering processes do not comply with  
3 requirements of the Act. More importantly, however, BellSouth has failed  
4 and refused to provide AT&T with call detail information that would allow  
5 AT&T to determine whether and to what extent BellSouth actually is  
6 providing UNEs. See AT&T's Motion to Compel Compliance filed in  
7 Docket No. 960833-TP on June 9, 1997. Moreover, BellSouth admitted in its  
8 June 23<sup>rd</sup> response that it does not have the ability to bill AT&T in this  
9 manner. BellSouth's inability to record and provide the requested UNE data  
10 forecloses any meaningful attempt to analyze BellSouth's ability to provide  
11 UNEs. Until AT&T knows what it is getting when it places orders for UNEs,  
12 it will not know (1) if they are available or (2) that BellSouth has in place the  
13 methods and procedures to provide nondiscriminatory access to UNEs.

14

15 **Q. IS BELL SOUTH IN A POSITION TO PROVIDE THE UNBUNDLED**  
16 **PLATFORM ON A NONDISCRIMINATORY BASIS?**

17 A. No. BellSouth cannot do so now. Three things must happen before  
18 BellSouth can implement the unbundled platform.

19

20 First, fully tested Operational Support Systems (OSS) interfaces between  
21 BellSouth and CLECs must be in place. Mr. Bradbury's testimony  
22 demonstrates that nondiscriminatory OSS interfaces are not available at this  
23 time.

24



1 Second, the process by which AT&T will specify the particular features,  
2 functions and capabilities of the UNEs necessary to serve a customer using  
3 the UNE platform, as well as the methods and procedures that BellSouth will  
4 use to implement AT&T's request, must be defined, put in place, and tested.

5  
6 Finally, BellSouth must develop procedures for dealing with large scale  
7 transfers of customers to the unbundled platform on a bulk order basis that  
8 allows CLECs to specify the UNEs necessary to implement these customers  
9 efficiently. If such procedures are not developed, delays in the transfer of  
10 customers will occur. AT&T and the other CLECs that offer the unbundled  
11 platform will suffer because their service will be viewed by customers as  
12 unreliable (even though BellSouth will be responsible for the delay), and  
13 AT&T will not be able to serve its customers in substantially the same time  
14 and manner as BellSouth.

15

16 **Q. ARE THERE ANY OTHER ISSUES THAT MUST BE RESOLVED**  
17 **BEFORE BELL SOUTH CAN PROVIDE NONDISCRIMINATORY**  
18 **ACCESS TO UNBUNDLED NETWORK ELEMENTS?**

19 **A.** Yes. The Interconnection Agreement requires that within ninety days of the  
20 effective date of the agreement the parties will agree upon a cooperative  
21 testing plan which will include procedures for resolving technical issues  
22 relating to the interconnection of AT&T's network to BellSouth's network,  
23 network elements and ancillary functions. (Florida Agreement, Att. 2,  
24 § 16.1.2.) The Cooperative Testing Plan is essential to allow the parties to  
25 resolve technical issues that arise in implementation. To develop the plan,

1 the parties must negotiate many methods and procedures. Until such  
2 procedures are negotiated and put into practice, AT&T will not be able to  
3 enter the local market without fear for its ability to provide problem-free  
4 service. AT&T would suffer damage to its reputation if technical problems  
5 arose, disrupting service to AT&T customers, particularly if no plan is in  
6 place to resolve these problems. In the meantime, the parties must address  
7 issues as they arise on a case-by-case basis. The uncertainty and inefficiency  
8 of this process means that AT&T has no guarantee that it will receive or that  
9 BellSouth can provide nondiscriminatory access to UNEs.

10

11 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH**  
12 **CHECKLIST ITEM 2?**

13 A. No. Until BellSouth has the methods and procedures in place to promptly  
14 provide any requesting CLEC nondiscriminatory access to any one UNE or a  
15 UNE combination, BellSouth cannot comply with this checklist item. In  
16 addition, these methods and procedures must be tested and analyzed against  
17 performance measurements to assure nondiscriminatory access.

18

19 **ISSUE 4 -- POLES, DUCTS, CONDUITS AND RIGHTS OF WAY**

20

21 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
22 **CHECKLIST ITEM?**

23 A. Under Checklist Item 3, BellSouth must provide nondiscriminatory access to  
24 the poles, ducts, conduits, and rights-of-way owned or controlled by  
25 BellSouth at just and reasonable rates in accordance with the requirements of

1           47 U.S.C. § 224. Nondiscriminatory access means at a minimum, that the  
2 terms and conditions are offered equally to all requesting carriers, and where  
3 applicable, they must be equal to the terms and conditions under which  
4 BellSouth provisions the elements to itself.

5  
6           CLECs require the same access to poles, ducts, conduits and rights-of-way as  
7 BellSouth provides to itself. BellSouth maintains that it provides this access  
8 now under licensing agreements for Interexchange Carriers. However, the  
9 access required in the local market will differ from that currently offered.  
10 Access will be needed for local competition in many more locations, and  
11 AT&T now will be a competitor to BellSouth, rather than a provider of long  
12 distance service which complemented BellSouth's local offerings.

13  
14 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
15 **CHECKLIST ITEM?**

16 **A.** No. The parties have an implementation guide regarding the process by  
17 which AT&T can request access to poles, ducts, conduits and rights-of-way.  
18 Until these methods and procedures have been tested and implemented,  
19 BellSouth cannot demonstrate compliance with this checklist item. It is  
20 premature to push forward with these processes until BellSouth has shown  
21 that it can provide non-discriminatory access.

22  
23 **ISSUE 5 – LOCAL LOOPS**

24  
25 **Q. WHAT ARE LOCAL LOOPS?**

1 A. The local loop is the network element that provides access to the customer  
2 location from the BellSouth local office. In most cases, the local loop  
3 consists of the wires that go from the main distribution frame ("MDF") in the  
4 local telephone office out into the streets to the connection at the network  
5 interface device at the customer location. Local loops provide the  
6 transmission medium for all local services. Providing unbundled local loops  
7 is a new and different process that BellSouth has not yet fully implemented  
8 anywhere in its territory.

9  
10 **Q. WHAT IS REQUIRED TO "FULLY IMPLEMENT" THE**  
11 **UNBUNDLING OF LOOPS?**

12 A. Full implementation requires, at a minimum, a fully tested and functioning  
13 process for pre-ordering, ordering, provisioning, maintenance and billing.  
14 See FCC Order ¶ 386. These working processes must be in place, adequately  
15 tested, and demonstrated to work in a market environment for both new and  
16 existing customers. For example, providing a loop for a new customer  
17 involves connecting an available loop through the BellSouth office to the  
18 CLEC's connections.

19  
20 However, changing an *existing* customer from BellSouth to the new CLEC  
21 requires an alternative process involving different activities. These activities  
22 consist of the following:

- 23  
24 1. BellSouth must verify the appearance of the customer's loop on its  
25 MDF and pre-wire the cross-connection of the existing loop on the

1           MDF to the CLEC's collocated equipment. The existing BellSouth  
2           loop must be physically disconnected from BellSouth's switch and  
3           extended to the connection for the CLEC's switch. This provides the  
4           "new" dial tone from the CLEC's switch. At the scheduled time,  
5           BellSouth must remove the loop connection to its switch and  
6           terminate the pre-wired cross-connections to the CLEC's collocated  
7           equipment.

- 8
- 9           2.    BellSouth must update the translations in the BellSouth switch so that  
10           people calling this customer's number will be routed to the new CLEC  
11           switch and the customer can receive incoming calls. This requires  
12           that the requested interim number portability method be activated to  
13           reflect the customer's new location at the CLEC's switch. BellSouth  
14           must coordinate with the CLEC to ensure a seamless handoff of the  
15           customer's service at the scheduled time or "at the time of routing to  
16           the CLEC switch" to prevent an outage of service for the customer.

17

18           Unless these tasks are performed at approximately the same time, the  
19           customer may have dial tone but may not have full service such as the ability  
20           to receive incoming calls.

21

22    **Q.    CAN BELLSOUTH COMPLY WITH THIS CHECKLIST ITEM?**

- 23    A.    No. BellSouth has the ability today to reuse its customer loops and telephone  
24           numbers for its customers desiring a change of service. However, the  
25           testimony of other carriers in Georgia and Louisiana reveal that the methods

1 and procedures for a CLEC desiring to provide customers with the same  
2 capability clearly are not in place, nor have they been tested to ensure that  
3 service changes will happen in the time frames customers expect. BellSouth's  
4 systems are the same throughout the region; there is no reason to expect that  
5 BellSouth has capabilities in Florida that it does not have in other states.

6

7 **Q. WHAT WOULD BELLSOUTH HAVE TO DO IN ORDER TO**  
8 **COMPLY WITH CHECKLIST ITEM 4?**

9

10 **A.** Under Checklist Item 4, BellSouth must provide local loop transmission from  
11 the central office to the customer's premises, unbundled from local switching  
12 or other services. In addition, Section 251(c)(3) requires BellSouth to  
13 provide nondiscriminatory access to network elements on an unbundled basis  
14 at any technically feasible point on rates, terms and conditions that are just,  
15 reasonable and nondiscriminatory. Nondiscriminatory access means at a  
16 minimum, that the terms and conditions are offered equally to all requesting  
17 carriers, and where applicable, they must be equal to the terms and conditions  
18 under which BellSouth provisions the elements to itself. Further, BellSouth  
19 must provide loops at the same intervals in which BellSouth obtains them for  
20 itself. BellSouth also must provide access to Integrated Digital Loop Carrier  
21 ("IDLC") delivered loops.

22

23 **Q. WHY IS THE INTERVAL FOR PROVISIONING IMPORTANT?**

24 **A.** In order to provide nondiscriminatory access to unbundled loops, BellSouth's  
25 pre-ordering, ordering, provisioning, maintenance, and billing systems must

1 ensure that CLECs can obtain loops at the same intervals that BellSouth  
2 obtains them for itself. This would require the Operations Support Systems  
3 that AT&T witness, Mr. Bradbury, describes in his testimony. The new  
4 carrier must have the ability to provide the service in the same interval to the  
5 customer that BellSouth can through its internal processes.

6  
7 BellSouth must make these intervals for provisioning unbundled loops  
8 available to provide assurance that the CLEC's customers are not being  
9 discriminated against. BellSouth has stated its intent to establish intervals for  
10 unbundled loops on a Customer Desired Due Date basis, but has not  
11 committed to meeting these intervals. Instead, BellSouth has stated all  
12 intervals are subject to negotiation, and it promises only to provide the loops  
13 subject to projected workload, features and services requested, and equipment  
14 availability. BellSouth believes that these items can only be determined  
15 when the order is processed. These discriminatory provisioning intervals  
16 give BellSouth the ability to determine unilaterally the rate at which its  
17 competitors obtain new customers. Such power imposes intolerable burdens  
18 on CLECs, and is antithetical to the development of competition. CLECs  
19 cannot make provisioning commitments to their customers if BellSouth will  
20 not make provisioning commitments to the CLECs.

21  
22 **Q. WHAT MUST BELLSOUTH DO IN REGARD TO IDLC-DELIVERED**  
23 **LOOPS?**

24 **A.** Although BellSouth has agreed to unbundle IDLC-delivered loops, BellSouth  
25 has not established or tested the method by which it will provide these loops.

1           Until this method is defined and tested, there is no way to know whether  
2           BellSouth will be able to comply with this checklist item.

3

4   **Q.   WHAT HAS BEEN AT&T'S EXPERIENCE WITH LOCAL LOOPS**  
5   **WITH BELLSOUTH?**

6           A. AT&T's experience with BellSouth providing local loops is limited to the  
7           four orders placed in Florida for a combination of all 12 unbundled  
8           network elements. These orders included the provisioning of the existing  
9           customer local loops. As mentioned earlier, testing on these orders is  
10          ongoing. Carriers in other states, however, have had problems trying to  
11          obtain local loops from BellSouth. The ACSI witness in the Georgia 271  
12          hearing described the following problem: One of ACSI's customers who  
13          had experienced delays in obtaining service, switched back to BellSouth  
14          even after BellSouth called and informed the customer that it was  
15          BellSouth's problem and not ACSI's. The customer's comment was very  
16          telling. He stated that he realized that the problem was not ACSI's fault,  
17          but felt that it would never have happened if he had not switched carriers.  
18          This kind of experience is often shared with others and may ruin the  
19          CLEC's opportunity to compete in the market.

20

21   **Q.   HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
22   **CHECKLIST ITEM?**

23          A. No. Until BellSouth has the methods and procedures in place to provide local  
24          loops in a nondiscriminatory and prompt manner to any requesting CLEC  
25          that are equal in quality with BellSouth's, BellSouth cannot demonstrate



1 compliance with this checklist item. BellSouth is not able at this time to  
2 implement fully the unbundling of loops either under the SGAT or the  
3 arbitrated agreements referenced in its testimony because the methods and  
4 procedures are not in place and tested. In addition, BellSouth does not yet  
5 have an Operations Support System (OSS) to support non-discriminatory  
6 provisioning and maintenance. These critical shortcomings are addressed in  
7 the testimony of Mr. Bradbury.

8

9

**ISSUE 6 -- LOCAL TRANSPORT**

10

11 **Q. WHAT IS LOCAL TRANSPORT?**

12 A. Local transport is the network element that provides the pathways that  
13 connect the local network switches. It provides the carriers with the means to  
14 transport calls throughout the local calling area. It consists of both dedicated  
15 transport and common transport. Dedicated transport is for the exclusive use  
16 of one carrier's customers, and common transport is shared with all carriers.

17

18 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING LOCAL  
19 TRANSPORT IN ACCORDANCE WITH THE CHECKLIST?**

20 A. No. BellSouth has problems in providing both forms of transport, dedicated  
21 transport and common transport. Under Checklist Item 5, BellSouth must  
22 provide local transport from the trunk side of a wireline local exchange  
23 carrier switch unbundled from switching or other services. Further,  
24 BellSouth must provide nondiscriminatory access to local transport as an  
25 unbundled network element in accordance with the requirements of

1 Section 251(c)(3) and 252(d)(1) of the Act. Section 251(c)(3) requires  
2 BellSouth to provide nondiscriminatory access to network elements on an  
3 unbundled basis at any technically feasible point on rates, terms and  
4 conditions that are just, reasonable and nondiscriminatory.  
5 Nondiscriminatory access means at a minimum, that the terms and conditions  
6 are offered equally to all requesting carriers, and where applicable, they must  
7 be equal to the terms and conditions under which BellSouth provisions the  
8 elements to itself. BellSouth has not been able to do so.

9 **Q. PLEASE DESCRIBE BELLSOUTH'S DIFFICULTIES IN**  
10 **PROVIDING LOCAL TRANSPORT.**

11 A. First, BellSouth states that it has been providing dedicated transport because  
12 it is comparable to the access transport provided to IXCs for years. It is  
13 important to recognize that BellSouth has been providing transport for  
14 interLATA and toll calls only and not for local calls. Moreover, as I describe  
15 in my testimony regarding interconnection, BellSouth is not willing to allow  
16 AT&T to take advantage of the transport BellSouth has been providing for  
17 long distance calls. This issue thus relates to both the interconnection and  
18 local transport requirements of this Act. In Georgia, BellSouth refused to  
19 provide AT&T the ability to use existing dedicated transport facilities to  
20 provide local service to our Digital Link customers. These customers  
21 currently have access to AT&T's network through a dedicated connection.  
22 AT&T needs the ability to use the existing dedicated transport already  
23 connected to BellSouth for customers to place a local call to the BellSouth  
24 local network. Until BellSouth agrees to provide access to dedicated

1 transport for these calls, it cannot meet the requirements of this checklist  
2 item.

3  
4 Second, BellSouth simply cannot claim that the common transport it  
5 currently has in its network can be utilized by CLECs without some  
6 additional work. BellSouth has not put in place the methods and procedures  
7 that provide certainty that common transport can be provided between end  
8 offices and billed on a nondiscriminatory basis. For example, in Florida,  
9 following AT&T's attempts to order the UNE platform, BellSouth has not  
10 confirmed that AT&T received shared transport or how BellSouth will render  
11 a usage sensitive bill for this shared transport. Therefore, BellSouth cannot  
12 claim that it has met the requirements of the Act to provide unbundled local  
13 transport.

14  
15 Until BellSouth demonstrates it has put in place the methods and procedures  
16 to provide both dedicated and common transport and test its availability, it  
17 cannot meet the requirements of this checklist item.

18

19 **ISSUE 7 -- LOCAL SWITCHING**

20 **Q. WHAT IS LOCAL SWITCHING?**

21 A. Local switching is the network element that provides the connections  
22 between the customer's loops and others in the network and connects that  
23 customer to the dial tone and the features in the switch. It also provides the  
24 information that a carrier will use to bill both the customer for features used

1 in the switch, and other carriers for access to the customer. The local switch  
2 is the "brains" of the network.

3

4 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
5 **CHECKLIST ITEM?**

6 A. BellSouth's obligation is to provide nondiscriminatory access to local  
7 switching as an unbundled network element. BellSouth must provide  
8 nondiscriminatory access to network elements in accordance with the  
9 requirements of Section 251(c)(3) and 252(d)(1) of the Act. Section  
10 251(c)(3) requires BellSouth to provide nondiscriminatory access to network  
11 elements on an unbundled basis at any technically feasible point on rates,  
12 terms and conditions that are just, reasonable and nondiscriminatory.  
13 Nondiscriminatory access means at a minimum, that the terms and conditions  
14 are offered equally to all requesting carriers, and where applicable, they must  
15 be equal to the terms and conditions under which BellSouth provisions the  
16 elements to itself. This means that BellSouth must provide all of the features,  
17 functions, capabilities of the switch.

18

19 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING LOCAL**  
20 **SWITCHING IN ACCORDANCE WITH THE CHECKLIST?**

21 A. No, there are several unresolved issues related to provision of local  
22 switching. I address AT&T's attempts use the local switch for Direct Routing  
23 to AT&T's operator services platform and to obtain unbundled local  
24 switching below. The requirements of the Act and the policy issues related to

1 unbundled local switching are discussed in detail in the testimony of Mr.  
2 Gillan.

3  
4 First, BellSouth has refused to provide direct routing to AT&T. Direct  
5 routing is the ability for AT&T's customers to reach our operator services and  
6 directory services when dialing 0 or 411 just as BellSouth customers are able  
7 to dial those numbers to reach BellSouth operators and directory assistance.  
8 The FCC has ordered ILECs, "to the extent technically feasible, to provide  
9 customized routing, which would include such routing to a competitor's  
10 operator services and directory assistance platform." FCC Order ¶ 536.  
11 Direct routing is technically feasible and available today. Generally, there are  
12 two means to provide direct routing: through switch translations using Line  
13 Class Codes (LCCs) or through an Advanced Intelligent Network (AIN)  
14 database solution.

15  
16 Direct routing is not currently available from BellSouth using either using  
17 LCCs or AIN. AT&T met with BellSouth shortly after the Georgia  
18 Agreement was signed on February 3, 1997 to request direct routing for our  
19 Georgia customers. We provided BellSouth with a formal request on March  
20 20, 1997 for direct routing, including the ability for AT&T to use a feature of  
21 the switch called "code conversion." This is the means that the switch uses  
22 when a customer dials 411. The switch converts the 411 number to another  
23 number before passing it to AT&T. BellSouth admits that this is technically  
24 feasible, but again has requested that AT&T utilize the cumbersome BFR  
25 process for its request. This is another example of BellSouth's efforts to

1           delay providing the items it has promised. My information at this time is  
2           that although the work is beginning in July for implementation of direct  
3           routing in Georgia, it won't complete until the end of September--a full seven  
4           months after the agreement was signed, despite the Commission's order.

5  
6           The second major unresolved issue relating to unbundled local switching is  
7           BellSouth's failure to provide access to all of the features of the switch.  
8           CLECs must be able to use the full capabilities of the switch just as  
9           BellSouth does. To date, when AT&T orders this element as part of the  
10          platform, these details have not been made available from BellSouth.  
11          BellSouth must demonstrate that it can provide the full capability of the  
12          switch, including the ability for a CLEC to:

- 13  
14          ·        Activate and change features,  
15          ·        Define the translations for our customers, and  
16          ·        Provide usage billing which includes identification of the Carrier  
17                  Identification Code or CIC code of the Interexchange carrier for a toll  
18                  call and the billing of access charges.

19  
20          The fact is that none of these items are anywhere near enough to completion  
21          to ensure that they can be made available to AT&T. The testing for the four  
22          orders in Florida is not complete, in part because of BellSouth's refusal to  
23          properly provide and bill for these orders, and the methods and procedures for  
24          billing have not been resolved.

25

1           **ISSUE 8 -- 911/E911 SERVICES, DIRECTORY ASSISTANCE, AND**  
2   **OPERATOR SERVICES**

3  
4   **Q.    WHY IS THIS CHECKLIST ITEM IMPORTANT?**

5    A.    911/E911 services, Directory Assistance, and Operator services are used by  
6           all consumers for access to emergency agencies, directory assistance service  
7           for telephone number information on all subscribers, and operator service for  
8           access to operators, calling cards, collect calls and other customer service  
9           applications. Customers of all CLECs, including BellSouth's customers,  
10          must have nondiscriminatory access to these services under the Act.

11  
12   **Q.    WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
13          **CHECKLIST ITEM?**

14    A.    Under Checklist Item 7, BellSouth must provide nondiscriminatory access to  
15          911/E911 services, directory assistance services, and operator call completion  
16          services. Nondiscriminatory access means at a minimum that the terms and  
17          conditions are offered equally to all requesting carriers, and where applicable  
18          they must be equal to the terms and conditions under which BellSouth  
19          provisions the elements to itself.

20  
21   **Q.    HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING 911/E911**  
22          **SERVICES, DIRECTORY ASSISTANCE AND OPERATOR CALL**  
23          **COMPLETION IN ACCORDANCE WITH THE CHECKLIST?**

24    A.    No. Although nondiscriminatory access is technically feasible and can be  
25          provided by direct routing from the switch or other means, BellSouth

1 continues to brand these services as its own even for AT&T customers.  
2 Branding is important to consumers because it eliminates customer  
3 confusion. Accordingly, branding aids in achieving parity, making it possible  
4 for consumers to reap the benefits of effective competition. See 47 C.F.R.  
5 § 51.305(a), 311 (b); FCC Order No. 96-325 ¶¶ 244, 313, 970. The FCC  
6 specifically noted that "brand identification is critical to reseller attempts to  
7 compete with ILECs and will minimize consumer confusion." FCC Order  
8 ¶ 971.

9  
10 When customers dial 411 today in Florida, both the BellSouth customer and  
11 the CLEC customer will hear the BellSouth brand. In order for these services  
12 to be nondiscriminatory, the CLEC's customer must hear the brand of its own  
13 provider, or all customers must hear no brand identification at all. Until  
14 BellSouth provides branding for CLEC customers or stops branding its own  
15 services, it cannot meet this checklist item.

16  
17

18 **ISSUE 10 – TELEPHONE NUMBERS**

19

20 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
21 **CHECKLIST ITEM?**

22 A. BellSouth is the administrator of telephone numbers in its service area.  
23 These numbers include both the local exchange numbers for AT&T's  
24 switches, and the individual numbers for AT&T customers. All customers of  
25 CLECs should have nondiscriminatory access to telephone numbers, as



1 compared to each other and BellSouth. Under Checklist Item 9, BellSouth  
2 must provide nondiscriminatory access to telephone numbers for assignment  
3 to other carriers' telephone exchange service customers until  
4 telecommunications numbering administration guidelines, plans or rules are  
5 established, after which date BellSouth must comply with such guidelines.

6

7 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
8 **TELEPHONE NUMBERS IN ACCORDANCE WITH THE**  
9 **CHECKLIST?**

10 A. No. Methods and procedures for assignment of telephone numbers that apply  
11 equally to everyone including BellSouth must be established. These do not  
12 exist today. In addition, Mr. Bradbury discusses in his testimony the impact  
13 of the lack of electronic interfaces on BellSouth's ability to assign telephone  
14 numbers in a nondiscriminatory manner.

15

16 **ISSUE 11 -- SIGNALING AND DATABASES**

17

18 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
19 **CHECKLIST ITEM?**

20 A. Under Checklist Item 10, BellSouth must provide nondiscriminatory access  
21 to databases and associated signaling necessary for call routing and  
22 completion.

23

24 Unbundled signaling and databases are necessary for a telecommunications  
25 carrier with its own switching facilities to access the ILEC's SS7 signaling

1 network for originating and completing calls to each other's network. The  
2 signaling elements are the signaling links, the signal transfer points, and the  
3 databases used for routing of calls. They comprise a "mini network" that  
4 connects the networks and provides the intelligence for call routing and  
5 completion.

6

7 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING**  
8 **SIGNALING AND DATABASES IN ACCORDANCE WITH THE**  
9 **CHECKLIST?**

10 A. No. Here again, BellSouth has not provided the methods and procedures that  
11 show nondiscriminatory access. Without the Cooperative Testing Process  
12 discussed in relation to UNEs, the parties are unable even to identify  
13 technical issues requiring resolution. For example, testing is required to  
14 determine how the parties will provide access to its Advanced Intelligent  
15 Network. Before this testing can start, the parties must first agree on testing  
16 processes. The importance of the testing process is illustrated by the AIN  
17 study performed by BellSouth and AT&T in November 1995. Although the  
18 parties both participated in the testing, they came to radically different  
19 conclusions about the results of the tests, reinforcing the need for prior  
20 agreement on how testing will be performed and analyzed. Once the process  
21 is established, testing and operational experience will demonstrate if there are  
22 problems to resolve. At this point, neither this Commission nor CLECs can  
23 determine whether BellSouth will be able to comply with this checklist item.

24

25

**ISSUE 12 -- NUMBER PORTABILITY**

1

2 **Q. WHAT IS LOCAL NUMBER PORTABILITY?**

3 A. Local Number Portability (LNP) as used in this testimony refers to "service  
4 provider portability". Service provider portability allows a customer to  
5 change local service providers while retaining his or her telephone number at  
6 the same location and the same service without impairment of functionality.  
7 Because historically there has been only one provider serving a local  
8 exchange area, there has not been a need, until now, for LNP. Thus, the  
9 current network architecture does not allow a customer to change his or her  
10 local service provider and retain the same number. This lack of LNP presents  
11 a significant barrier to the introduction and growth of local exchange  
12 competition.

13

14 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
15 **CHECKLIST ITEM?**

16 A. Under Checklist Item 11, BellSouth must provide interim number portability  
17 through remote call forwarding, direct inward dialing trunks, or other  
18 comparable arrangements, with as little impairment of functionality, quality,  
19 reliability, and convenience as possible. After the FCC issues regulations  
20 pursuant to § 251 requiring number portability, BellSouth must comply with  
21 such regulations. BellSouth's obligation is to be in full compliance with the  
22 FCC order on Number Portability. This includes meeting the interim number  
23 portability requirements and the permanent number portability requirements.

24

1   **Q.   HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING NUMBER**  
2   **PORTABILITY IN ACCORDANCE WITH THE CHECKLIST?**

3   A.   No. While BellSouth has made progress, it has not yet met its LNP  
4   obligations under Section 271 of the Act. See In the Matter of Telephone  
5   Number Portability, FCC Order No. 96-286, First Report and Order (July 2,  
6   1996.) "Number Portability Order". Until such time as permanent LNP is  
7   offered, BellSouth must offer interim number portability ("INP") solutions  
8   which provide as little impairment of features, functioning, quality and  
9   inconvenience as possible. BellSouth offered to provide Remote Call  
10   Forwarding ("RCF") and Direct Inward Dialing ("DID") in Florida as INP  
11   solutions.

12

13       Remote Call Forwarding and Direct Inward Dialing have only recently been  
14   used to provide number portability in situations where customers change  
15   carriers. In the past these methods were used only for BellSouth customers  
16   who remained BellSouth customers but wanted to forward their number to a  
17   new location. The Act requires BellSouth to provide number portability in  
18   situations where customers change carriers. There are several key  
19   differences:

20

- 21       ·       Carriers will be ordering number portability, not customers.
- 22       ·       New switches and network arrangements must be put in place by the  
23       CLECs that are not there today, and,
- 24       ·       BellSouth must implement and test billing methods and procedures to  
25       make LNP available.

1 BellSouth is not delivering number portability in accordance with the Act.

2

3 **Q. OTHER THAN RCF AND DID AS OFFERED IN THE SGAT, ARE**  
4 **THERE ANY OTHER SOLUTIONS REQUIRED TO MEET THE**  
5 **STANDARD OF NONDISCRIMINATORY ACCESS?**

6 A. Yes. AT&T requested in negotiations, and BellSouth agreed to provide,  
7 Route Indexing - Portability Hub ("RI-PH") as the INP solution for customers  
8 with large quantities of telephone numbers in Florida. RCF and DID are not  
9 sufficient to address the needs of these customers. Retaining their existing  
10 telephone numbers through an INP solution that is invisible to the end user is  
11 extremely important to these customers. Only the most effective solutions  
12 that allow competitors to serve all customers are nondiscriminatory. If RCF  
13 and DID are the only available means of INP, many of these customers with  
14 large quantities of numbers likely will refuse to switch CLECs until a  
15 permanent number portability solution becomes available.

16

17 To meet the needs of these customers, an INP method is needed that  
18 conserves the use of telephone numbers so as to avoid number exhaust and  
19 resulting area code splits. RI-PH is the most effective INP solution for these  
20 customers and is more efficient in meeting their requirements because of the  
21 large quantity of telephone numbers and large number of incoming calls these  
22 customers will receive. BellSouth agreed in our interconnection agreement to  
23 provide RI-PH. Tests confirmed RI-PH was technically feasible. BellSouth  
24 also should include RI-PH as another form of INP in its SGAT.

1 In Florida for our Digital Link customers, AT&T simply has not received  
2 sufficient answers from BellSouth in response to our inquiries on how INP  
3 will work and in what time frames it will be available in this new  
4 environment. BellSouth has not been sufficiently responsive to AT&T's  
5 questions for AT&T to have confidence that the methods and procedures for  
6 RI-PH are in place and have been tested, and that this means of number  
7 portability will work for our customers. This two month delay in resolving  
8 something BellSouth has agreed to provide demonstrates the difficulties  
9 CLECs will encounter when implementing signed and commission-approved  
10 interconnection agreements.

11

12 **Q. HAS BELLSOUTH ESTABLISHED COMPLIANCE WITH THIS**  
13 **CHECKLIST ITEM?**

14 **A.** No. Until BellSouth has the methods and procedures in place to provide any  
15 requesting CLEC with number portability either through a permanent or  
16 interim solution, it cannot meet this checklist item. AT&T must have  
17 confidence that LNP will work and will be implemented with as little  
18 impairment of features, functioning, quality, and inconvenience as possible.  
19 Until the industry solution for permanent number portability is available in  
20 Florida, AT&T will have to rely on BellSouth's network to provide interim  
21 number portability for our customers. Implementation of the PNP solution is  
22 now scheduled throughout 1998 for the major Florida Metropolitan Statistical  
23 Areas ("MSAs"). As there is no permanent solution currently available, and  
24 BellSouth has not demonstrated yet that it can provide a nondiscriminatory

1 interim solution, BellSouth cannot now claim that it has complied with this  
2 checklist item.

3 **ISSUE 14 -- RECIPROCAL COMPENSATION**

4  
5 **Q. WHAT IS RECIPROCAL COMPENSATION?**

6 A. Reciprocal compensation is the means that local carriers use to compensate  
7 each other for the costs to interconnect and handle the calls from the other's  
8 network. There are various industry means to do this including: meet point  
9 billing; bill and keep; and multiple bill, single tariff.

10

11 **Q. WHAT MUST BELLSOUTH DO TO COMPLY WITH THIS**  
12 **CHECKLIST ITEM?**

13 A. Under Checklist Item 13, BellSouth must provide reciprocal compensation  
14 arrangements in accordance with the requirements of Section 252(d)(2).  
15 Section 252(d)(2) defines just and reasonable reciprocal compensation as  
16 providing for (i) the mutual and reciprocal recovery by each carrier of costs  
17 associated with the transport and termination on each carrier's network  
18 facilities of calls that originate on the network facilities of the other carrier;  
19 and (ii) costs on the basis of a reasonable approximation of additional costs of  
20 terminating such calls.

21

22 **Q. HAS BELLSOUTH DEMONSTRATED IT IS PROVIDING THE**  
23 **MEANS FOR RECIPROCAL COMPENSATION IN ACCORDANCE**  
24 **WITH THE CHECKLIST?**

1 A. No. Until BellSouth has the methods and procedures for billing in place, it  
2 has not complied with this checklist item. This issue relates to  
3 interconnection and requires BellSouth to provide nondiscriminatory access  
4 to its network for others. Without an agreement on a Percentage Local Usage  
5 factor for the local traffic between the two companies, however, BellSouth  
6 and AT&T will be unable to bill each other properly, and BellSouth will be  
7 unable to meet this checklist item.

8

9 **Q. PLEASE SUMMARIZE YOUR TESTIMONY**

10 A. All of the requirements of Sections 251, 252, and 271 that I covered are  
11 important to local competition and all of them must be satisfied. As I have  
12 shown in my testimony, BellSouth clearly has not met the requirements of  
13 Sections 251 and 252(d) or complied with any of these checklist items.

14

15 BellSouth first must have in place the instructions or methods and procedures  
16 for its personnel to provide the required checklist items in a  
17 nondiscriminatory manner. These instructions or methods and procedures are  
18 not the equivalent of methods and procedures that BellSouth has in place  
19 currently. Providing services to interexchange carriers and competing access  
20 providers is not the same as providing access to new local market entrants.  
21 BellSouth must develop new methods and procedures that address all of the  
22 detailed steps that will be necessary to make the statutorily required items  
23 available.

24



1           Second, BellSouth has to test these methods and procedures to demonstrate  
2           BellSouth actually can provide the items, in real time. BellSouth must  
3           perform internal testing, testing with other carriers, and third party testing to  
4           determine that its methods and procedures do work.

5

6           Third, BellSouth must demonstrate that it actually is providing the items on  
7           request. As my testimony points out, as of this date, BellSouth has not shown  
8           it is providing the items consistently when requests are made. There simply  
9           has not been any operational experience of any consequence to demonstrate  
10          that BellSouth has complied with Sections 251 and 252(d) or the competitive  
11          checklist.

12

13          Fourth, BellSouth must have in place the performance measurements that will  
14          demonstrate that the access BellSouth provides to its network is  
15          nondiscriminatory. Initially, new entrants like AT&T must purchase most of  
16          the services, network elements, and interconnection necessary to provide  
17          local exchange service exclusively from BellSouth. New entrants, therefore,  
18          cannot provide high quality services to consumers unless BellSouth first  
19          provides high quality services to new entrants. Without performance  
20          measurements, there is no way to determine that BellSouth complies with the  
21          requirements of the Act.

22

23          Premature approval of BellSouth's petition will harm the total  
24          telecommunications marketplace. BellSouth today enjoys tremendous  
25          advantages in the delivery of service to customers in Florida through its

1 control of the local network. Additionally, while BellSouth may support  
2 current industry efforts to resolve these issues, it will have less incentive to  
3 do so if it is allowed to provide interLATA services before it has complied  
4 with Sections 251 and 252(d) and the checklist.

5  
6 BellSouth's lack of experience with competitive market levels is  
7 demonstrated by its inability to deliver even in the limited circumstances it  
8 has encountered so far in the local exchange market. Does BellSouth comply  
9 with the mandates of Sections 251, 252(d) and 271? No, not at the present  
10 time. Instead, BellSouth offers promises that, some time in the future, it  
11 intends to comply. BellSouth cannot have it both ways. It must provide all  
12 of the critical components to permit the total opening of the local market to  
13 competition, including documented actual experience of some consequence to  
14 ensure the robustness of its interfaces, processes, and performance.

15  
16 This Commission should reject BellSouth's SGAT because it fails to meet all  
17 of the requirements of Sections 251 and 252(d) and the competitive checklist.  
18 First, BellSouth is not currently providing interconnection and access to  
19 unbundled network elements in accordance with the Act. Second, BellSouth  
20 has not offered to provide nondiscriminatory access to all of the elements the  
21 Act requires. Third, for those items BellSouth promises to provide in  
22 accordance with the Act, it does not have all of the necessary methods and  
23 procedures in place to provide the promised items. Fourth, BellSouth has not  
24 performed adequate testing or demonstrated operational experience to  
25 confirm whether it is able to provide the items promised in the SGAT.

1           Finally, performance measurements and benchmarks to ensure that access to  
2           UNEs is being provided on a nondiscriminatory basis are not yet in place.  
3           Until all of these requirements have been met, BellSouth cannot demonstrate  
4           that it is offering access to its network in compliance with the Act.

5

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

7   **A.    Yes, it does.**

8

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is John M. Hamman. My business address is 1200 Peachtree  
3 Street, NE, Atlanta, Georgia 30309-3579.

4

5 **Q. HAVE YOU FILED TESTIMONY IN THIS DOCKET PREVIOUSLY?**

6 A. Yes. I filed Direct Testimony on behalf of AT&T Communications of the  
7 Southern States, Inc. on July 17, 1997.

8

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

10 A. The purpose of my rebuttal testimony is to respond to the direct testimony of  
11 Mr. Milner and Mr. Scheye filed on behalf of BellSouth  
12 Telecommunications, Inc. Specifically, I will (1) refute Mr. Milner's  
13 assertions that the 86 binders he filed with his testimony demonstrate that  
14 BellSouth has satisfied the requirements of the competitive checklist in § 271  
15 of the Telecommunications Act of 1996 ("the Act"); (2) rebut Mr. Milner's  
16 and Mr. Scheye's assertions that BellSouth is offering access to unbundled  
17 network elements ("UNEs") in Florida in accordance with the provisions of  
18 §§ 251(c)(3), 252(d)(1) and 271; and (3) address Mr. Milner's assertions that  
19 BellSouth has made the required checklist items "functionally available" in  
20 its Draft SGAT. (Issues 3, 6, 7, 8, 11)

21

1    **Q.    DO THE 86 BINDERS FILED WITH MR. MILNER'S TESTIMONY**  
2           **SUPPORT BELLSOUTH'S CONTENTION THAT IT HAS MET ITS**  
3           **OBLIGATIONS UNDER THE COMPETITIVE CHECKLIST?**

4    A.    No. The 86 binders are merely a repetitious collection of BellSouth's internal  
5           operating documents along with some information regarding internal testing  
6           conducted by BellSouth in March of this year. The fact that BellSouth has  
7           produced these documents (some of which were copied, verbatim, from  
8           BellSouth's access department and thus have no proven application to UNEs)  
9           does not prove that BellSouth actually can provide resale and access to UNEs  
10          under the terms and conditions required by the Act.

11

12          For example, Volume 4-3, Network Interface Device, includes nearly 900  
13          pages of material, approximately 10 pages of which are actually devoted to  
14          the NID. The few scattered pages that mention the NID are neither identified  
15          nor set off in any fashion from the rest of the information, so one must leaf  
16          through the entire 4 inches of paper to locate these few pages. When one  
17          finally locates the table that should tell a CLEC the service interval for NID  
18          installation or availability, it provides no information, only a couple of  
19          question marks. The rest of the material consists of hundreds of pages of  
20          unrelated documents such as Temporary Work Instructions (for ISDN,  
21          Selective Routing, Operator Services, LIDB and 800 Data Bases and  
22          Interoffice Transport, among other things); over 100 pages documenting  
23          system capability of the Trouble Analysis Facilitation Interface (which cannot  
24          be used to test a NID); and another 100 plus pages relating to the Circuit  
25          Provisioning Group.

1 This volume is not unusual. Most of the volumes similarly include excessive  
2 unrelated material.

3

4 If anything, the contents of the binders reveal that BellSouth is not yet  
5 prepared to open its monopoly market to competition. The binders contain  
6 materials that are largely duplicative, incomplete, disorganized, and difficult  
7 to follow. They are insufficient to establish that BellSouth is capable of  
8 providing the items in its Draft SGAT.

9

10 **Q. WHAT PROCESS IS AT&T USING TO REVIEW THE 86 BINDERS?**

11 A. I lead a team of Subject Matter Experts (SMEs) in reviewing the binders  
12 using a process that indexes and catalogs the information completely and  
13 thoroughly. First, the team "Bates-stamped" each page of the 86 binders,  
14 applying a sequential number to each page as a reference number. Second,  
15 we are creating an index of the documents in each of the 86 binders. This  
16 index lists the name of the document, the subject matter, the date the  
17 document was created, and any other comments regarding the specific  
18 document, such as "only odd pages" or "pages 6-8 are missing". Third, the  
19 SMEs are reviewing the material in their subject matter expertise and  
20 analyzing the material based upon Section 251(c) of the Act. Finally, this  
21 analysis by the SMEs will be combined and assembled into a summary  
22 document.

23

1 **Q. HAS THIS PROCESS BEEN COMPLETED?**

2 A. No. The process is underway. The team has completed the first step and  
3 continues with preparation of the index. The material provided in the binders  
4 is lengthy and duplicative, so we do not expect to complete this task for some  
5 time. BellSouth provided little information as to the contents of the binders,  
6 failed to ensure the contents were complete documents, and failed to control  
7 the assembly and copying process, so our team also must attempt to  
8 reassemble the material in a readable manner. This should have been  
9 unnecessary and has delayed anything but a preliminary analysis.

10

11 **Q. BASED ON THIS PRELIMINARY ANALYSIS, HOW MUCH OF THE**  
12 **DOCUMENTATION PROVIDED IN THE 86 BINDERS IS**  
13 **DUPLICATIVE?**

14 A. Large sections of the binders contain the same documents over and over  
15 again. For example, the 58 binders relating to resale collectively contain 50  
16 copies of several documents (one for each resold service). One of these is a  
17 50-page document entitled "Establishing the Master Billing Account" which  
18 is reproduced 50 times. The 58 resale binders easily could have been reduced  
19 to three or four binders. Such large scale duplication is evident throughout  
20 the rest of the binders as well. Moreover, many of the items contained in the  
21 binders are documents that BellSouth has already produced in this  
22 proceeding, such as ordering guides. They do not offer anything new in  
23 support of BellSouth's assertions of compliance with the checklist.  
24 Therefore, although Mr. Milner states on page 3 of his testimony that the

1 volumes contain 80,000 pages of information, in fact, this grossly overstates  
2 the amount of information provided.

3

4 **Q. IS THE DOCUMENTATION IN THE BINDERS COMPLETE?**

5 A. No. The documentation is incomplete in several ways. First, there are  
6 recurring instances of random pages missing and references to documents  
7 that are not in the binders. Several of the documents that purport to be  
8 methods and procedures for responding to a manual order do not even  
9 provide the information necessary for a BellSouth representative to respond.  
10 For example, a document may state that the procedures for provisioning  
11 selective routing using Line Class Codes are behind a certain Tab, but a  
12 search reveals that the referenced Tab does not exist. Not only is this  
13 frustrating, but it belies Mr. Milner's assertion that these documents establish  
14 "that each item in the Draft Statement is fully implemented and functionally  
15 available." Milner Direct, page 4.

16

17 Second, much of the information is labeled "draft", "preliminary",  
18 "temporary" or "interim", further indicating that more work is necessary  
19 before procedures are finalized and tested. In many cases, BellSouth has  
20 simply announced that its existing internal procedures provide sufficient  
21 evidence that it can provide checklist elements to unaffiliated providers. That  
22 is, BellSouth wants the Commission to believe that it can implement the  
23 checklist simply because it provides service to its own customers. Without  
24 provisioning and external testing, BellSouth expects this Commission and the  
25 industry to accept paper promises.



1 Third, the documents do not include information that would allow the  
2 Commission to determine whether BellSouth can provide a service in a  
3 nondiscriminatory fashion. For example, as I stated in my direct testimony,  
4 the testing data included in the binders is incomplete and does not establish  
5 that sufficient testing has been completed to show that the items in the Draft  
6 SGAT are generally available on a nondiscriminatory basis to requesting  
7 CLECs. In fact, many of the testing documents indicate that systems or  
8 methods and procedures had to be changed based on test results, but do not  
9 indicate what changes were necessary, whether such changes were made, or  
10 whether retesting was conducted. It is impossible to conclude from such  
11 documentation whether BellSouth can provide nondiscriminatory access to  
12 checklist items. At best, the testing information is preliminary.

13

14 **Q. CAN YOU PROVIDE AN EXAMPLE OF SUCH PRELIMINARY**  
15 **TESTING DOCUMENTATION?**

16 A. Yes. In Volume 6-1, Unbundled Local Switching, BellSouth includes  
17 under the third tab labeled "Testing", a document entitled "End-to-End Test  
18 Results, Test Results Summary Sheet". This form shows the results of a test  
19 for unbundled local usage that began on March 17, 1997 and terminated on  
20 March 31, 1997. The form indicates on its face that "there was not enough  
21 time or resources allotted for development of the product or billing", that  
22 methods and procedures were "ready and adequate for the test", but  
23 unspecified "corrections and updates" were made, and that no accurate bill  
24 was rendered ("usage being held"). Thus, the testing that BellSouth relies  
25 upon to "document" its compliance with the checklist is, at best, preliminary

1 in nature. Real-world testing is necessary to indicate whether BellSouth  
2 actually can provide any such service at all, let alone provide it in a  
3 nondiscriminatory fashion.

4

5 **Q. IS THE DOCUMENTATION IN THE BINDERS CORRECT?**

6 A. There is no way to tell before our review is completed. However, AT&T  
7 notes that BellSouth has not followed its own procedures for UNE  
8 provisioning found in Volume 27 of Exhibit WKM-1. In Section 4.1 of the  
9 Temporary Work Instructions Section WI.xx.x of Volume 27, BellSouth  
10 specifies that a port/loop combination will be provisioned and billed as a  
11 UNE in Florida. In practice, however, BellSouth has not done so, and  
12 specifically has argued that it should not be required to do so. (See AT&T's  
13 Motion to Compel Compliance filed in Docket No. 960833-TP on June 9,  
14 1997.) There is simply no way to tell whether BellSouth can or will provide  
15 checklist items in a nondiscriminatory fashion without practical experience.

16

17 **Q. SHOULD THIS COMMISSION RELY ON INFORMATION IN THE**  
18 **86 BINDERS TO DETERMINE WHETHER BELLSOUTH MEETS**  
19 **THE 14 POINT CHECKLIST?**

20 A. No. The 86 binders do not demonstrate that BellSouth's Draft SGAT  
21 complies with the checklist. Rather, the material demonstrates that BellSouth  
22 is not yet prepared to fully implement its agreements with any CLEC and  
23 cannot ensure that it actually can provide the checklist items. In fact, the  
24 problems I have identified with the material in the binders are consistent with  
25 the problems that CLECs already have experienced in attempting to obtain

1           UNEs and the services for resale from BellSouth without adequate and  
2           reliable methods and procedures in place. BellSouth simply has not yet  
3           completed the work necessary to implement paper promises in its Draft  
4           SGAT.

5

6   **Q.   MR. SCHEYE STATES ON PAGE 34 OF HIS TESTIMONY THAT**  
7           **BELLSOUTH HAS MET ITS OBLIGATION TO PROVIDE**  
8           **NONDISCRIMINATORY ACCESS TO UNBUNDLED NETWORK**  
9           **ELEMENTS. DO YOU AGREE?**

10  A.   No. BellSouth has not met its obligation to provide nondiscriminatory access  
11           consistent with the Act, in part because it has yet to demonstrate that it can  
12           record and bill for those UNEs that are priced on a usage sensitive basis.  
13           (Issue 3, 6, 7, 11)

14

15  **Q.   HAS BELLSOUTH BEEN ABLE TO BILL AT&T FOR THE USAGE**  
16           **COMPONENT OF UNBUNDLED NETWORK ELEMENTS?**

17  A.   No. As stated in my direct testimony, AT&T ordered four test UNE loop  
18           combinations from BellSouth in Florida. AT&T has received two bills from  
19           BellSouth for these test UNEs -- one on May 20, 1997 and another on June  
20           20, 1997. Both of the bills were incomplete and contained several errors.  
21           Importantly, however, BellSouth failed to include usage details for  
22           chargeable items such as directory assistance calls. Without this  
23           information, AT&T cannot bill its customers properly. BellSouth cannot be  
24           said to have "provided" a UNE if it cannot record and bill the use of that

1           UNE. BellSouth admitted in its June 23<sup>rd</sup> response to AT&T's Motion to  
2           Compel Compliance filed on June 9, 1997, in Docket No. 960833-TP, and in  
3           Mr. Milner's direct testimony at page 21, that it does not have the ability to  
4           bill AT&T in this manner. Mr. Milner states that BellSouth will render a  
5           manually-calculated bill or "retain the usage" and issue a bill at some  
6           unspecified time in the future when it develops the capability to do so.  
7           Neither alternative is sufficient. Until BellSouth reliably can bill for UNE  
8           usage, it is premature to claim that such UNEs are available or that BellSouth  
9           can provide nondiscriminatory access to them.

10  
11           The Florida billing problem is not an isolated incident. The resale bills  
12           AT&T received from BellSouth for AT&T's Georgia market entry trial are  
13           also deficient. For example, they do not include sufficient information for  
14           AT&T's billing and collection of customer calls to information service  
15           providers.

16  
17   **Q.    IS BELLSOUTH CURRENTLY BILLING AT&T FOR UNBUNDLED**  
18   **NETWORK ELEMENTS IN FLORIDA?**

19   **A.**    No. Although AT&T has ordered the UNE platform in Florida, as Mr.  
20           Scheye states on page 33 of his testimony, BellSouth is treating combinations  
21           of elements as resale for pricing purposes pending the outcome of AT&T's  
22           Motion to Compel Compliance, filed on June 9, 1997, in Docket No. 960833-  
23           TP.

24

1   **Q.   HAS BELLSOUTH INDICATED THAT IT CURRENTLY IS**  
2       **CAPABLE OF RECORDING AND BILLING USAGE DETAIL FOR**  
3       **UNBUNDLED NETWORK ELEMENTS?**

4   **A.**   No. In fact, BellSouth has admitted that it currently is not capable of billing  
5       for UNE combinations or of providing usage sensitive billing for those UNES  
6       that have usage sensitive pricing such as transport, switching, and signaling  
7       and databases, and that it may not be able to do so until the end of this year.  
8       Without this capability, BellSouth cannot claim that it has complied with the  
9       requirements of the competitive checklist to provide access to UNES at cost-  
10      based rates on a nondiscriminatory basis. Even if a CLEC does not order the  
11     entire UNE platform, but seeks to order one or two elements to combine with  
12     its own facilities, BellSouth must provide usage sensitive billing. To date, it  
13     has not demonstrated that it can do so. In addition, despite its arguments to  
14     the contrary, BellSouth also must develop the ability to bill for UNE  
15     combinations at UNE rates. The United States Court of Appeals for the  
16     Eighth Circuit recently determined that incumbent local exchange carriers  
17     must provide access to combinations of UNES at cost-based rates even if they  
18     duplicate services offered for resale. *Iowa Utilities Board v. Federal*  
19     *Communications Commission*, Nos. 96-3321, *et al.* (8th Cir. July 18, 1997).  
20     Therefore, BellSouth must develop the capability to bill for the UNE platform  
21     at UNE rates.

22

1 **Q. WHAT IS THE EFFECT OF BELLSOUTH'S INABILITY TO**  
2 **PROVIDE USAGE DATA?**

3 A. First, without usage data, there is no way for a CLEC to check the accuracy  
4 of the bill. Second, there is no way for a CLEC to track costs for purposes of  
5 creating its own pricing structure. Third, there is no way for a CLEC to  
6 monitor network usage to create more efficient networks and more efficient  
7 service plans for customers. Fourth, there is no way for CLECs to bill access  
8 charges when using the unbundled switch.

9  
10 **Q. MR. MILNER REPEATEDLY STATES IN HIS TESTIMONY THAT**  
11 **CHECKLIST ITEMS ARE "FUNCTIONALLY AVAILABLE." IS**  
12 **THIS THE APPROPRIATE STANDARD FOR DETERMINING**  
13 **COMPLIANCE WITH THE CHECKLIST?**

14 A. No. Section 271 of the Act states that Bell operating companies must provide  
15 nondiscriminatory access to UNEs in accordance with §§ 251(c)(3) and  
16 252(d)(1). Section 251(c)(3) requires LECs to make UNEs available "on  
17 rates, terms and conditions that are just, reasonable, and nondiscriminatory."  
18 47 U.S.C.A. § 251(c)(3). This is the standard for determining whether  
19 BellSouth has complied with the competitive checklist. Mr. Milner uses the  
20 phrase "functionally available" no less than 19 times in his testimony. See  
21 Milner Direct, pages 4, 5, 9, 12, 15, 16, 19, 21, 23, 25, 26, 31, 32, 33, 35, and  
22 40. That term does not appear in the Act. He states on page 4 that he means  
23 by that term that a checklist item has been "fully implemented and is  
24 available" whether or not another carrier has requested the item. Thus, the  
25 term as defined by Mr. Milner does not address the critical aspects of the

1 Act's requirement that BellSouth provide "just, reasonable and  
2 nondiscriminatory" access. Moreover, as addressed in my direct testimony,  
3 the items on the checklist are not "fully implemented" nor "generally  
4 available" because methods and procedures for providing these items are not  
5 in place, operational testing is not complete, and for many items, there is no  
6 operational experience that would demonstrate BellSouth's ability to provide  
7 the checklist items in the real world. Exhibit JMHR-1 to my rebuttal  
8 testimony summarizes the requirements of the 14 point checklist. BellSouth  
9 has met none of these requirements. Exhibit JMHR-2 lists four of the major  
10 deficiencies in BellSouth's plan to provide interconnection and unbundled  
11 network elements.

12

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

14 **A. Yes.**

1 BY MR. HATCH:

2 Q Did you prepare one exhibit attached to your  
3 direct testimony labeled JMH-1, and two exhibits attached to  
4 your rebuttal testimony labeled JMH-R1 and 2?

5 A Yes, I did.

6 Q Do you have any changes or corrections to any of  
7 those exhibits?

8 A No, I do not.

9 MR. HATCH: Madam Chairman, if we could get  
10 those marked for identification, please.

11 CHAIRMAN JOHNSON: Would you like them marked as  
12 a composite exhibit?

13 MR. HATCH: Yes, ma'am, that would be fine.

14 CHAIRMAN JOHNSON: Okay. We will mark them,  
15 then, as Composite Exhibit 93.

16 (Composite Exhibit Number 93 marked for  
17 identification.)

18 MR. HATCH: I would point out to you, Madam  
19 Chairman, that these are the colored copies that were  
20 previously handed out to you, that is the composite exhibit  
21 now. They were also originally attached in the black and  
22 white fashion to his testimony, but the color ones are  
23 easier to read.

24 CHAIRMAN JOHNSON: Okay. 92 is a late-filed, the  
25 interconnection on trunks ordered from BellSouth.



1 BY MR. HATCH:

2 Q Mr. Hamman, do you have a summary?

3 A Yes, I do.

4 Q Could you please give your summary?

5 A Yes. I believe it's officially good evening,  
6 Commissioners. My testimony is about the unbundled network  
7 elements and interconnection that AT&T has requested through  
8 our interconnection agreement with BellSouth, and how at  
9 this point in time we do not have access to those unbundled  
10 network elements or interconnection at this time anywhere in  
11 Florida.

12 The purpose of this hearing, though, is for  
13 BellSouth to demonstrate that they have met the 14 point  
14 checklist. Now, what that means is that BellSouth must  
15 comply -- demonstrate their compliance and that they are  
16 actually providing access to these unbundled network  
17 elements interconnection in a nondiscriminatory and equal  
18 basis that BellSouth provides itself.

19 What this means to us and AT&T, or another ALEC,  
20 or CLEC is that they can actually buy it right now in  
21 realtime in the quantities and the quality that our  
22 customers are going to expect us to provide. And not in the  
23 months it's taking BellSouth to provide those services to us  
24 or any other ALEC.

25 Any BellSouth application for interLATA relief at

1 this time is simply premature and let me tell you why. Now,  
2 I have brought with me the chart, Commissioners, from our  
3 arbitration, this is the 12 unbundled network elements that  
4 we arbitrated in the interconnection agreement here in  
5 Florida. And just to refresh you, there are four network  
6 elements that we asked for that are considered part of the  
7 loop. You will see those on your left side of the chart.

8           You will see in the green is the local switch.  
9 On the right-hand side are three network elements, common  
10 and dedicated transport and the tandem switch, and then  
11 above the switch you will see the three signaling elements,  
12 the signaling links, the signaling transfer points, and the  
13 signaling control points or data bases. And you will see  
14 another one off there called operator systems. So those are  
15 the 12 elements that I will be talking about in my testimony  
16 that they have asked for access to.

17           You heard Mr. Gillan talk in great detail about  
18 combinations. What the act provides for us to do is to have  
19 access to any one of these elements, or any two, or any  
20 three, or any of them in combination. And I won't go into  
21 any more detail than what Mr. Gillan already has. What we  
22 have found out through our experience to date, AT&T  
23 experience to date in the real world is that there really  
24 are some fundamental differences between what we have in our  
25 interconnection agreement and what BellSouth is willing to

1 provide.

2 Now, I have been involved from the start of  
3 arbitration and negotiating with BellSouth for access to  
4 these unbundled network elements and interconnection. Since  
5 we signed this agreement in Florida, what we have done is  
6 jointly identified between us and BellSouth over 60 projects  
7 in the 900 hundred work items that are joint teams will have  
8 to work through in order to implement the agreement. Some  
9 of them are minor ones, some of them are very major steps.

10 What I'm here today to do is briefly illuminate  
11 only three of those projects for you, and show why I believe  
12 BellSouth has not met the checklist items.

13 Now why these three? Well, they are good  
14 examples. One is related to the resale option, market entry  
15 option. One is related to access to unbundled network  
16 elements, and one is related to interconnection where we  
17 would have our own facilities connected with BellSouth's  
18 facilities.

19 First, you have heard us talk a lot about the  
20 Florida test for the unbundled network elements. This is  
21 where we asked to jointly work with BellSouth to provision  
22 four individual lines, and these are AT&T employee lines  
23 that we asked them to provide on a test basis. We called it  
24 a concept test. What it is for us is it is a test bed.  
25 What it allows us to do is take these 12 elements, the loop,

1 the switch, the network elements, the operator services, and  
2 the transport and have them together and be able to use that  
3 as a test bed to determine, in fact, can we get access to  
4 the unbundled network elements in the form, the fashion, the  
5 features and the capabilities that the act calls for.

6           It's important to do that, because without the  
7 loop connected to the switch, or without the transport  
8 connected to the switch, or without the signaling connected  
9 to the switch, you really can't do much with the switch.  
10 When you connect them all back together again, as we have  
11 with these four individual employee test lines, the  
12 employees can dial calls and simulate, basically, calls  
13 through the switch and through those elements that, in fact,  
14 have usage billing. And we can determine from that very  
15 quickly whether or not we have got the details we need to be  
16 able to go into market with these unbundled network  
17 elements.

18           And just to give you an example, one of our  
19 employees could call another employee or another BellSouth  
20 person in the same local switch. When they do that in the  
21 same local switch that would not involve any of the  
22 transport or the tandem switching elements. It may not even  
23 involve the signaling elements which are usage based, and  
24 obviously if they didn't dial zero, they wouldn't involve  
25 the operator systems element.

1           So in that very simple case what you have  
2 determined there is if I had other items on my bill for that  
3 particular call then it would be obvious that BellSouth was  
4 not able to separate out the things that they have in their  
5 network that related to other usages. So it's a way to step  
6 through for us determining -- a very simple way, determining  
7 whether or not we can get access to those unbundled network  
8 elements.

9           Now, why is this important to us? Well, first  
10 off, we have heard a lot of discussion about billing and  
11 billing accuracy. We need to be able to determine for  
12 ourselves whether or not the bill is accurate and whether we  
13 can, in fact, be willing to pay the bill if BellSouth was  
14 able to bill the usage elements.

15           Secondly, we need to be able to track our costs  
16 so we can determine our prices for our services. And  
17 without having an accurate bill, I don't know how we are  
18 going to determine what our prices are. We are going to be  
19 continually off base from what our actual costs may be.

20           Third, we need to determine how to engineer our  
21 network more efficiently. For example, we may determine  
22 that we have a large community of interest of customers in  
23 one part of town that are talking to another group of  
24 customers in another part of town, and we may determine that  
25 we want to use the dedicated transport for that to be more

1 efficient in the network than what we are when we are using  
2 the common transport that BellSouth might provide. We need  
3 to be able to make those same decisions that BellSouth  
4 engineers are making with the data that they have from their  
5 switch.

6           And, lastly, and you have heard a lot of  
7 discussion on this, we need to be able to bill the access  
8 for interexchange carriers calls that are either coming to  
9 our customers or our customers are generating to  
10 interexchange carriers where we have the right to do that.

11           So, what has happened now, or what is the status?  
12 Well, basically, the testing has stopped at this point in  
13 time because of the policy issues that BellSouth has  
14 introduced into this. We are not able to get to the details  
15 that we have asked to do with this concept test. So it just  
16 simply doesn't make sense for us to order any of these usage  
17 sensitive elements if we can't get to the details that we  
18 are asking to do through this concept test.

19           We thought initially that it would take anywhere  
20 from 60 to 90 days to do this testing. We are now -- I  
21 think we started in April, we are now into September, and we  
22 have yet to see the details of that. So, without those  
23 details of the unbundled network elements, that is  
24 discriminatory access. BellSouth has the details for  
25 themselves, we don't for us.

1           And when you talk about access to unbundled  
2 network elements, in Florida here it's Issue 3 is  
3 interconnection -- or access to unbundled network elements,  
4 but also it affects Issue Number 5, which is access to  
5 loops, Issue Number 6, which is the transport issue, it  
6 affects Issue Number 7, which is the local switch, and as I  
7 pointed to up here, Issue 11, which is the signaling and  
8 data bases. So access to unbundled network elements,  
9 whether or not you get it in one, or two, or three, or all  
10 of them together, affects a large number of the checklist  
11 items.

12           Let me go to the second example I have in my  
13 testimony where we had asked to interconnect our network,  
14 our existing long distance network that we have -- our  
15 existing network we have of facilities in Georgia with  
16 BellSouth's network they have in Georgia. What we were  
17 wanting to do there was take our existing AT&T Digilink  
18 customers, these are customers that are already connected to  
19 our long distance facilities, our 4ESSs and using our  
20 existing digital link facilities. And for those customers  
21 let them be able to place local calls back into BellSouth's  
22 network, so that would be a form of interconnection. Those  
23 customers can do that today because their PBX could route  
24 those calls over those groups to our 4ESS and we could, in  
25 fact, route those calls back to BellSouth on the existing

1 trunks we have now.

2 But what happened is today if we don't do  
3 anything, they get billed at the access rate, which is about  
4 8, 9, 10 cents a minute. So what we did through our  
5 negotiations is asked to use these same trunks. BellSouth  
6 introduced the bonafide request process and said that is not  
7 something that in your interconnection agreement, you will  
8 need to go through a bonafide Request process. And it has  
9 taken us a long period of time to get to the answer is in  
10 order to bill the right usage on those interconnection  
11 trunks we need a percent of local usage or a factor to apply  
12 to those kind of calls.

13 We now have provided them that factor for  
14 Georgia. We are in the middle now of going through a  
15 project plan to begin to test that interconnection  
16 capability. And in addition to that, we will also then be  
17 testing the capability to do local number portability with  
18 our switch in Georgia. So, interconnection with our network  
19 and BellSouth's network is more than just the Issue Number  
20 2, which is interconnection, it also affects Issue Number  
21 10, which is local -- which is telephone number assignment.  
22 I need telephone numbers for my switch. I need telephone  
23 numbers for our customers. Issue Number 12, which is local  
24 number portability, I need to be able to take the numbers  
25 from BellSouth, if I move a customer to my switch I need to



1 take those numbers with them. And, lastly, reciprocal  
2 compensation.

3 We simply do not have it today in our status in  
4 Georgia. We do not have our two networks interconnected.  
5 We are going through that project plan, we hope to do that  
6 sometime jointly with BellSouth in late September or early  
7 October. And if that works we will be able to move that into  
8 our Florida market.

9 Third, the last issue I use, which is related to  
10 our resale customers we have in Georgia, for them to be able  
11 to reach operator services and directory assistance  
12 platforms today without the direct routing which we argued  
13 through arbitration, they reach BellSouth's operators and  
14 BellSouth's directory assistance.

15 What we needed was the direct routing or the  
16 ability to route our customers to our own operator services,  
17 because we have our own operator services groups today. We  
18 have been working with them since early March in getting  
19 that capability. And you heard Mr. -- I believe it was Mr.  
20 Scheye say, yes, they can provide direct routing. That's  
21 not true. We are still working with them to get the direct  
22 routing available to us.

23 We have been doing joint testing. We did that  
24 the first week in August. We found there were some problems  
25 that BellSouth needs to work out and we need to work out ,

1 too. We will be getting those fixed. And then once we get  
2 those fixed, there is some transitional issues where our  
3 customers are already hooked up to our resale lines, we need  
4 to be able to find a way with BellSouth to move them to the  
5 lines now that will route them to operator services and  
6 directory assistance platform. So, without that routing  
7 capability, again, we are being discriminated against  
8 because BellSouth customers can reach their operators  
9 without having to dial any extra digits.

10 So, those are those three projects. That is the  
11 extent of our experience, and I listened to the other  
12 witnesses and their actual experiences are related to live  
13 customers. We are a little bit different, I guess, in that  
14 we will felt that it is very important that there be four  
15 critical steps, and I list those out in my testimony. That  
16 they go through those four steps first before we bring on  
17 our customers.

18 One of those is methods of procedures; that's the  
19 who, what, when, and where. The second is the testing of  
20 those methods and procedures to see if, in fact, they do  
21 work appropriately and are reliable. And that involves more  
22 than just internal testing that they reference in their 86  
23 binders, it also involves carrier to carrier testing, third  
24 party testing, it involves various technologies, various  
25 scenarios, and various needs that the ALECs may have that

1 BellSouth may not have thought of.

2           The third step I talk about is operational  
3 experience, and what I mean by that is sufficient quantities  
4 and the variety of products and in terms of variety of  
5 geography, because some states have different situations  
6 than others, that would demonstrate that that item is really  
7 commercially available.

8           And, lastly, you heard Mr. Pfau this morning talk  
9 about performance measurements, and that's the grade card  
10 that would give this Commission and others the knowledge of  
11 whether it's nondiscriminatory access. I don't believe  
12 without those four steps that BellSouth can simply  
13 demonstrate they have access to unbundled network elements  
14 and interconnection to meet the act.

15           One quick comment. I know the binders up there,  
16 there is 86 binders that are on that bookcase behind the  
17 staff, and I have spent a lot of time with my team going  
18 through the 86 binders to look for the details that they say  
19 are in there. The methods and procedures, the testing, the  
20 operational experience. Quite frankly, the volume is very  
21 impressive, but the substance is very lacking.

22           Now, I will just give you one example. This book  
23 here in front of me is called the network interface device.  
24 It's one of the elements. The one on the very end. It's a  
25 very simple box that fits on the outside of your wall of

1 your house. It connects your inside wire of your house into  
2 the loop at the -- it goes out to the central office. And  
3 this has got 1,447 pages in it about network interface  
4 device. Well, that is wrong. It has only got in reality,  
5 if you pull out the real information on the NID, it is only  
6 about 32 pages.

7           So that gives you an indication of the volumes of  
8 stuff they duplicated, and it's not as Mr. Milner said,  
9 related to making it easy to read, because you will see from  
10 the green tabs here, that's where I had to go get the  
11 information on the network interface device. It was not  
12 just one page after another, it was interspersed among other  
13 things related to signaling, related to transport, which has  
14 as you can see on the far right-hand side, I can't imagine  
15 that it relates to the network interface device.

16           Worse than that, though, it's very unreadable  
17 from some standpoints. Some of the material is only even  
18 pages only, they didn't copy the odd pages and put them in  
19 here, or they reversed the order of the pages. So for our  
20 folks to even read the method and procedure to understand  
21 whether or not it meets the requirements of the act, we had  
22 to reorder the stuff. There is omissions that are in here  
23 that we have been negotiating with BellSouth to get access  
24 in our interconnection agreement. We see none of that work  
25 that has been done in here.

1           And, lastly, the thing that I think is very  
2 important is that you see in here very much a lot of  
3 interim, temporary, and draft procedures that, quite  
4 frankly, there are question marks in there, there are items  
5 yet to be resolved, and they are not as Mr. Milner portrays,  
6 well, this is just an evolving step. They haven't evolved  
7 to a reliable procedure yet in many cases. And I won't go  
8 into it in my summary, but once you get through all of the  
9 ordering process for loops, unbundled loops, this is the  
10 material on a loop once you get into the binder, and it's  
11 about 14 pages. And it's not even in order, so I can  
12 imagine why some of these other witnesses are having  
13 problems with unbundled loops.

14           So, to close out, what I find with AT&T teams  
15 working with BellSouth is the same things as these 86  
16 binders. There are problems. We have got to work those  
17 out. We have got, like I said, over 900 projects that our  
18 team is working through with BellSouth. It's very important  
19 we get through those before we put our customers on-line  
20 with BellSouth's network.

21           We are the ones who have to listen to those  
22 customers when they have a problem. And if we can't do  
23 anything except explain to them, it doesn't fix the problem,  
24 and they are going to leave us a dissatisfied customer. And  
25 we have in AT&T, we think, we are very proud of our name,

1 our brand name, we want to keep it that way, and before we  
2 go introduce our customers into these kinds of methods and  
3 procedures we are going to ensure they are reliable. That  
4 they have been tested, there is operational experience  
5 either with ourselves or with another CLEC, and lastly, as  
6 Mr. Pfau said, there is performance measurements.

7 Thank you, and that completes my summary.

8 MR. HATCH: We tender the witness for cross.

9 CHAIRMAN JOHNSON: Mr. Melson.

10 CROSS EXAMINATION

11 BY MR. MELSON:

12 Q Mr. Hamman, I'm Rick Melson representing MCI. I  
13 want to try to understand how just a couple of things you  
14 said in your summary relate to your prefiled testimony.

15 If I might direct you to Page 8 of your prefiled  
16 testimony for a minute.

17 A Okay.

18 Q There at Lines 5 through 7, you state, in  
19 essence, that joint testing with new entrants and/or neutral  
20 third parties is the only practical way to uncover flaws in  
21 plant interactions. Do you see that?

22 A Yes, I do.

23 Q During your summary, you mentioned I believe  
24 concept testing in your first point, and then you mentioned  
25 something I believe you called joint testing in your third



1 point related to selective call routing. Do you consider  
2 either of those tests that you described in your summary to  
3 be the type of joint testing that you describe here in your  
4 testimony?

5 A Yes, I do. And let me explain why I do that.  
6 Joint testing, or third party, or carrier-to-carrier testing  
7 -- actually carrier-to-carrier testing, what it's doing is  
8 it's taking what BellSouth says is available and it's seeing  
9 will it not, in fact, work with a CLEC's systems. And the  
10 specific one that we believe was very important was the  
11 selective routing one.

12 And the FCC order in Ameritech even mentioned  
13 that the switch and the signaling and the transport are  
14 really significant network elements. In fact, they affect a  
15 lot of customers versus a loop may be only one customer or  
16 two customers or a series of customers. But the switch is a  
17 network element that affects a lot of customers.

18 So, before you go in and do some things and  
19 accept somebody's word for it that the switch can, in fact,  
20 provide direct routing for our customers to get to our  
21 operator services, we feel it's important to test not just  
22 BellSouth's capability to route the call, but also when the  
23 call is routed did the right information come with it to get  
24 to our operate operators to be able to respond properly.

25 And so what we did is asked to do a joint test

1 with BellSouth where we tested the entire process, not just  
2 the process of providing the line class codes for that  
3 routing to do the pointing towards our interconnection  
4 trunks, but also did our operators receive what they needed  
5 to be able to be effective with our customers.

6           When we did that we found we had some problems,  
7 and we fully expected to go in there and find where one of  
8 us may have some problems, because what we did is we went in  
9 and looked at three different switch types in Georgia.  
10 There is the 5ESS, there is the Nortel switch, and I forget  
11 what the other kind of switch is they have in Georgia, but  
12 we tested all three times of switches. And we tested it  
13 with our different configurations with our operators and we  
14 found depending upon which path the operator services call  
15 went, it caused a problem. And so several of those issues  
16 BellSouth has to go resolve and a couple of them AT&T has to  
17 resolve, and we are getting back together to get the  
18 completion of those tests.

19           But without that, without doing the  
20 carrier-to-carrier or the joint testing, we would have only  
21 had BellSouth's picture, which says it's ready. I would  
22 have ordered it and we would have had some customers,  
23 unhappy customers. Both AT&T's and BellSouth's. In some  
24 cases, a BellSouth customer would have got to an AT&T  
25 operator by mistake and an AT&T customer got to a BellSouth



1 operator by mistake. So it really benefitted both of us  
2 that we did this joint testing.

3 Q Let me ask, other than the items that you  
4 mentioned in the summary, have you had an opportunity to do  
5 any other joint testing of BellSouth?

6 A At this time, that is the only one we have at  
7 this time. We have one planned, as I said, for the local  
8 number portability where we had asked to use the route  
9 indexing portability hub, which is a more effective means to  
10 provide number portability to business customers. We have  
11 entertained a joint testing with BellSouth to do that one,  
12 and that will happen sometime the first week in October  
13 where we will begin that testing.

14 MR. MELSON: That was all I had. Thank you.

15 CHAIRMAN JOHNSON: Ms. Kaufman.

16 MS. KAUFMAN: Thank you, Chairman Johnson.

17 CROSS EXAMINATION

18 BY MS. KAUFMAN:

19 Q Mr. Hamman, in your summary you mentioned the  
20 need for ALECs to be able to receive the detail necessary to  
21 provide access bills to their customers, do you recall that?

22 A Yes, I do.

23 Q And you also talk in your rebuttal, don't you,  
24 and the need to receive usage sensitive billing information?

25 A That's right.

1 Q Were you in the hearing room on Friday when Mr.  
2 Schey was on the stand?

3 A Yes, I was.

4 Q Did you hear Mr. Schey say that no ALECs have  
5 requested the billing detail that they need to bill access  
6 to other carriers?

7 A Yes, I heard him say that.

8 Q Has AT&T requested the level of detail that it  
9 would need to bill access charges to other carriers?

10 A Yes, we have. A number of times we have asked  
11 for it. It began in October of '96 actually, where our  
12 people presented BellSouth with our understanding of what  
13 details would be necessary for usage billing, and it's a  
14 fairly thick document. In fact, it's included in my  
15 Late-filed Exhibit Number 5 as the details that were  
16 provided to them in October. The response from BellSouth at  
17 that time was that they weren't ready to work through those  
18 details. We did not quite understand why they weren't ready  
19 to work through those details, because they used that usage  
20 themselves quite often for themselves to bill access.

21 But, we continually worked for that, and with a  
22 series of letters throughout the first part of this year we  
23 continually asked to get to those details. We have yet to  
24 get those.

25 Q So as we sit here today --

1 MR. RANKIN: Excuse me. Madam Chairman, I really  
2 hate to interrupt, but AT&T, I believe, is a member of Ms.  
3 Kaufman's association, and I believe their interests are  
4 aligned and the same, and I think the question --

5 CHAIRMAN JOHNSON: I know you are speaking -- I  
6 know the mike is on, but you are going to have to speak into  
7 it.

8 MR. RANKIN: AT&T is a member of the association  
9 that Ms. Kaufman represents. I think that the questions are  
10 duplicative, they are cumulative, they are in the nature of  
11 friendly cross examination. I think they are inappropriate  
12 and we object on those grounds.

13 MR. HATCH: Madam Chairman, I'm not sure that  
14 they are duplicative or what, or cumulative of what.

15 MR. RANKIN: They are asking him questions about  
16 his summary and of his direct testimony, and -- they are  
17 friendly questions, and if we are going to continue to hear  
18 this, we could be here all night.

19 MR. HATCH: And I would add that Mr. Scheye  
20 testified to this the first time last week, and we ought to  
21 be given the latitude to respond to that at the very least.

22 CHAIRMAN JOHNSON: Ms. Kaufman.

23 MS. KAUFMAN: Thank you, chairman Johnson. I  
24 think that the association, as a party to this case, has the  
25 opportunity to cross examine any witness it chooses. My

1 questions are not duplicative of any questions that have  
2 been asked so far, and I don't know that there is any reason  
3 why I cannot ask Mr. Hamman about his rebuttal testimony,  
4 which is what I referred to.

5 MR. RANKIN: Well, clearly, Your Honor, their  
6 interests are aligned. Whether or not they are duplicative  
7 or cumulative, the questions are clearly friendly toward  
8 AT&T, it's just a perversion of the process to allow parties  
9 who have been an alignment of interests to ask each other  
10 questions that elicit responses that they know are going to  
11 occur and are responses that they want to get in the record.  
12 So, on those points we object.

13 CHAIRMAN JOHNSON: Did you want to add anything  
14 else, Ms. Kaufman?

15 MS. KAUFMAN: Well, I just wanted to say that Mr.  
16 Scheye contradicted himself for the first time on the stand,  
17 as you all heard on Friday, and he said that no ALECs have  
18 requested this information. I think that we are entitled to  
19 impeach that response that we heard for the first time and  
20 it contradicted his and Mr. Milner's prior testimony.

21 CHAIRMAN JOHNSON: I'm going to overrule the  
22 objection and allow the question.

23 BY MS. KAUFMAN:

24 Q And I really just have one more question anyway,  
25 Mr. Hamman, and that is, as we sit in the hearing room

1 today, it's true, isn't that, AT&T has requested this bill  
2 detail to enable to bill access to other carriers and that  
3 BellSouth has refused to provide it, is that correct?

4 A Yes, that's true.

5 MS. KAUFMAN: Thank you.

6 CHAIRMAN JOHNSON: No further questions from the  
7 other parties? Okay, BellSouth.

8 MR. RANKIN: Thank you, Madam Chairman.

9 CROSS EXAMINATION

10 BY MR. RANKIN:

11 Q Good evening, Mr. Hamman. Ed Rankin on behalf of  
12 BST.

13 A Good evening.

14 Q Let me, as a preliminary matter, clear up one  
15 thing I thought I heard you say in your summary. What was  
16 the level of access charges you said that are in Georgia at  
17 the present time?

18 A I recall I said 7 or 8 cents a minute, and I  
19 quite frankly don't know. I think it's probably under 10  
20 cents.

21 Q Okay. Do you know whether or not they are capped  
22 at the federal level?

23 A I'm not familiar enough with access charges. I  
24 used it as an example of the cost to our customers in  
25 today's environment without local, being able to make a

1 local call, they would be billed at an access rate which is  
2 different than what the local rate is.

3 Q But you may have used the incorrect access rate  
4 in that example?

5 A I may have used a number that is from a memory  
6 that was in the past.

7 Q Before I get into your testimony, let me ask you  
8 a couple of preliminary questions, as well, just to confirm  
9 the facts of the record here. Is AT&T currently providing  
10 facilities-based local exchange service to either residence  
11 or business customers in Florida?

12 A No, we are not in Florida.

13 Q Do you intend to offer such service?

14 A We most certainly do, and the problems I brought  
15 out in my summary and in my testimony are the kinds of  
16 things that are delaying us from having that opportunity.

17 Q Do you know when there is an approximate time  
18 when AT&T might become a member of the facilities-based  
19 market?

20 A Well, as I explained in my summary and my  
21 testimony, we are working through those efforts to work with  
22 BellSouth on interconnecting our existing facilities, our  
23 AT&T digital link customers in Georgia. We haven't gotten  
24 what we need to be able to do that yet. As soon as that  
25 gets fixed and we can offer a reliable platform to our

1 marketing folks, I'm sure they will have some desire to  
2 enter wherever they believe their market is best served.

3 Q Well, let me ask you this. Does AT&T have any  
4 switches Florida that are capable of providing local dial  
5 tone?

6 A Not at this time.

7 Q In order to provide that local dial tone, would  
8 AT&T convert the switches that you've got in place or would  
9 they install new ones?

10 A Well, from an engineering standpoint, you have  
11 heard from other witnesses here that they have installed  
12 switches. We have existing long distance switches in  
13 Florida today that are already full of long distance calls  
14 and long distance customers. We have looked at the  
15 capability of taking those switches and providing local dial  
16 tone, as we talked about in Georgia. We are working on a  
17 way to complete local calls from our customers there. That  
18 is by no stretch of the imagination total local service,  
19 because we are not getting any incoming calls, they can't  
20 make 911, they can't do operator services.

21 So there is a lot of work to be done if you want  
22 to take our existing switches and make them into local dial  
23 tone switches. Those are the engineering decisions, and our  
24 marketing folks will help us make those decisions.

25 Q Is AT&T currently providing resold local exchange

1 service to either residence or business customers in  
2 Florida?

3 A Not at this time in Florida.

4 Q Does AT&T plan to do so?

5 A I'm sure we do. We are already doing that in  
6 Georgia, as I mentioned, and having problems with it today.  
7 And Mr. Bradbury will talk about the operations support  
8 systems that are causing us problems. I have in my  
9 testimony problems that we are having with usage, so until  
10 we fix some of those problems, I don't know why we would  
11 want to enter another market at this time.

12 Q Are you familiar with the term wireless loop?

13 A Yes, I am.

14 Q What is that?

15 A Well, if you take a look at the chart behind me,  
16 you see the network interface device, and it may have been  
17 strange to everyone as to why did anybody ever want the  
18 network interface device all by itself. Well, the reason  
19 you want a network interface device all by itself would be  
20 if, in fact, you had the ability to provide wireless  
21 communication to the home. You need access to customers'  
22 wiring inside. And so if you are, in fact, in the business  
23 of providing local telephone service, and you had the  
24 ability to do that, you could disconnect BellSouth's loop  
25 from the network interface device, which we did through



1 arbitration and interconnection agreement, and you connect  
2 your own facilities to that network interface device. That  
3 would be one way to provide what you would call a wireless  
4 loop.

5 Q Which of those unbundled network elements would  
6 you not need from BellSouth if you provision service to a  
7 wireless loop?

8 A Well, if you take it from just the wireless loop  
9 standpoint, what you would be replacing is just the second,  
10 third, and fourth, the loop distribution, the  
11 concentrator/multiplexer, and loop feeder. You could still  
12 come back in and use BellSouth's local switch, you could use  
13 their signaling, you could use their transport, you could  
14 use their operator services. You could, if you were doing  
15 subloop unbundling, actually use some of the subloop  
16 elements, depending on where you wanted to put your  
17 equipment at. So you literally, even with the wireless  
18 loop, could almost use all of the unbundled network  
19 elements.

20 Q Is AT&T considering a wireless loop as a market  
21 entry strategy for Florida or nationwide?

22 A Well, from an engineering perspective, or from a  
23 technical standpoint, it is a very viable option for any  
24 company. There is various parameters you would have to  
25 consider, though, and most of those are related to the cost

1 of unbundled network elements, the cost of deploying your  
2 own facilities, the cost of providing wireless capabilities.  
3 So it's not a real quick and easy answer as do you plan to  
4 or not, it's an engineering decision that is going to be  
5 driven by the economics of it. It's one option, I'm sure we  
6 have looked at.

7 Q Do you know Debra Wineguard (phonetic)?

8 A Yes, I do.

9 Q Who is she?

10 A She is our Vice President of Regulatory Affairs  
11 in Atlanta.

12 Q Do you know whether or not she testified in the  
13 Georgia 271 proceedings?

14 A I believe she did.

15 Q Do you know whether or not in this proceeding she  
16 stated that AT&T was estimating late 1998 as the time for  
17 potential use of the wireless loop?

18 A No, I wouldn't have known what she had said  
19 there.

20 Q Does AT&T have a witness in this proceedings that  
21 can give the Commission more detail about AT&T's market  
22 entry plans than you?

23 A There are nor folks here from AT&T who are from  
24 the marketing organization who know the marketing plans.  
25 What I do know is from my standpoint, the technical

1 standpoint, those people are asking me and my teams to put  
2 together the network that will make us have the ability to  
3 enter the markets, and that's resale, the things we need for  
4 resale, it's the unbundled network elements, the concept  
5 tests we are trying to do in Florida, and it's the ability  
6 to interconnect our networks. So they are pushing us to get  
7 all three options available. I'm sure the marketing folks  
8 are going to be looking at the economics of those very  
9 closely to determine what are the ability to enter the  
10 market.

11 Q Is Preston Foster (phonetic) one of these market  
12 folks?

13 A I believe he is, yes.

14 Q Didn't AT&T tender him as a witness in the  
15 Louisiana proceedings similar to this proceeding?

16 A Yes, he was.

17 Q Didn't he testify and give estimates on timing of  
18 when AT&T would enter the Louisiana local markets?

19 A You know, I don't recall exactly what he said  
20 there. That was a long week. Some of what I thought he had  
21 said also was, he was talking about some of the difficulties  
22 of making those marketing decisions based on the fact that  
23 we don't have resale, we don't have unbundled network  
24 elements, we don't have interconnection yet, so I don't know  
25 quite frankly how he could have made some marketing plans

1 without those kinds of elements being available, unless we  
2 were willing to accept less than what the act calls for.

3 Q AT&T's position in this case is that BellSouth  
4 hasn't met a single checklist item, isn't that right?

5 A Well, I don't know whether it's our position or  
6 not. It certainly seems clear from our facts that we have  
7 from working through our projects and interconnection  
8 agreement, and we have asked for all of these elements, we  
9 have asked for operation support systems, we have asked for  
10 the things that make up the 14 point checklist, and it's not  
11 simply you make one checklist item and you keep adding them  
12 up, as I think I demonstrated in my summary, all of those 14  
13 point checklists are related. You can't get by with just --  
14 well, I guess you could. You could get by with just resale,  
15 Item Number 14, but the rest of them are all interdependent.  
16 You can't get by with just one or two to go in the market.

17 Q Was that a yes or a no?

18 A Well, from my information that I have and in my  
19 testimony the answer is no, BellSouth has not complied with  
20 any of the checklist items.

21 Q Right. And it's vividly demonstrated on Page 2  
22 of your handout, right? I mean, you have checkmarks in all  
23 the no columns?

24 A That's pretty clear.

25 Q That's good. On Pages 7 and 9 of your testimony,

1 you conclude that BellSouth can't satisfy the checklist  
2 until four steps have taken place with respect to each item.  
3 And I believe you summarized those in your summary as  
4 methods and procedures, testing, operational experience, and  
5 performance measurements.

6 A Which page do you have?

7 Q Beginning on Page 7, Line 10.

8 A Okay.

9 Q Are those the four categories listed there on  
10 Page 7, those four steps?

11 A Right.

12 Q Okay. Where are those four steps found in the  
13 Telecom Act?

14 A Well, although they are not in the Telecom Act,  
15 there are several things that aren't in the act from a  
16 language standpoint. But what is in the act is that  
17 BellSouth needs to provide access to these unbundled network  
18 elements and interconnection on a nondiscriminatory basis,  
19 or equal with what BellSouth provides itself.

20 I don't, quite frankly, know how you can do that  
21 without having gone through and established standard methods  
22 and procedures. Those are instructions your people,  
23 BellSouth people have to have to be able to do the jobs that  
24 they need to do to provide access. And you can't do it in a  
25 vacuum without testing or some kind of operational

1 experience.

2 And I think we heard clearly from Mr. Pfau this  
3 morning about how important performance measurements were.

4 And, quite frankly, the FCC in the Ameritech decision  
5 confirmed that by saying those methods and procedures need

6 Q Okay. On Page -- let's talk about the methods  
7 and procedures issue, Mr. Hamman, for a moment. On Page 9  
8 you start your discussion of the need for -- as you state on  
9 Page -- actually on Page 10, Line 16, you state new methods  
10 and procedures must be developed in light of the  
11 requirements of the new local market. Is it your testimony  
12 that no method and procedure in existence prior to the act  
13 can comply with the nondiscriminatory standards of the act?

14 A No, it's not my position that no method or  
15 procedure prior to the act would suffice. In fact, what  
16 BellSouth demonstrated through their 86 binders is that, in  
17 fact, there are 1995 procedures, procedures written in 1995,  
18 that are, quite frankly, they are sufficient, because what  
19 they do is they explain how to use some computer terminal  
20 they have. So to me that is a method and procedure that  
21 certainly survives the act. It doesn't need to be changed.  
22 It seems like it's the same computer system they have had  
23 since 1995, it ought to suffice for now.

24 Q Okay. If BellSouth has no reason to believe that  
25 a current method and procedure doesn't comply with the act,

1 how will BellSouth learn that AT&T thinks otherwise about a  
2 particular method and procedure?

3 A Could you repeat your question, I'm not sure I  
4 heard it right.

5 Q If BellSouth views its methods and procedures as  
6 satisfactory, its current ones, the ones that are embodied  
7 in the 86 binders, then how will it learn that AT&T thinks  
8 otherwise, that AT&T thinks that a particular method and  
9 procedure needs to be revised?

10 A Well, you are characterizing it as AT&T says it  
11 needs to be revised --

12 Q I'm sorry, but that is only because it's in your  
13 testimony.

14 A I'm not sure that when our folks go to meet with  
15 BellSouth folks, what we are saying is you need to change  
16 the method and procedure, what we are saying is we need to  
17 ensure your method and procedures are reliable and that they  
18 will provide us, AT&T, what we're asking for. If, in fact,  
19 that current method and procedure works for that, that's not  
20 something we are going to object to.

21 Q To ensure that a method and procedure, then,  
22 using your words is reliable, then won't that entail a  
23 review of each method and procedure?

24 A Well, certainly we would have thought that  
25 BellSouth would have reviewed their methods and procedures,

1 and when we went to them to ask how one of our network  
2 elements or how we gain access they would have been able to  
3 respond. And, quite frankly, what we found was they weren't  
4 able to respond, which tells me they didn't have methods and  
5 procedures. They hadn't asked themselves that question. So  
6 the methods haven't been reviewed. When they came back and  
7 said yes, we have reviewed it, here is how it works, we said  
8 well, have you thought about this, they said no, quite  
9 frankly, we didn't think about that. The CLECs are going to  
10 actually use direct routing out of the switch to get to an  
11 operator services platform different than BellSouth. We had  
12 better go back and take another look at it. So that has  
13 been what we found is that whether or not BellSouth or AT&T  
14 reviews them, there needs to be some work put on it, and the  
15 work, quite frankly, we see in the 86 binders hasn't been  
16 done, it's not complete.

17 Q Well, how will these methods and procedures be  
18 reviewed then with respect to your testimony that new  
19 methods and procedure may have to be implemented? Who will  
20 start that work process?

21 A We thought when we went through negotiation with  
22 BellSouth that they had already started that process,  
23 because many times when we negotiated or when we were in  
24 meetings with BellSouth about interconnection and access to  
25 these unbundled network elements, we heard their people say,



1 you know, that's something new we haven't done before. And  
2 when we got down to the actual signing of the agreement, and  
3 asking for these things, we would have thought that they  
4 would have gone back home and done their homework and  
5 provided it, the method and procedures.

6 When we met with them two or three months later  
7 about selective routing, we had a whole new group of people.  
8 The subject matter experts we dealt with on selective  
9 routing in negotiation that I worked with were gone, and I  
10 had to be reintroduced to new people. So the new methods  
11 and procedures were not done at the signing of the  
12 interconnection agreement.

13 Q Are you asking BellSouth to do that now, since  
14 you said the work hasn't been done that needed to be done?

15 A Well, that's part of the 60 projects and 900 work  
16 items as we go through this process of implementing our  
17 interconnection agreement.

18 Q Well, that leads into my next question. Must all  
19 60 work projects and 900 work items be resolved before AT&T  
20 will agree that BellSouth is fully checklist compliant?

21 A No. The reason those 900 projects -- or 60  
22 projects and 900 work items came out was to implement our  
23 interconnection agreement.

24 Q I'm sorry, I don't know that that is a yes or a  
25 no. I think my question called for a yes or a no, and then

1 you can explain after that. But my question was must all 60  
2 work projects and 900 work items be resolved before AT&T  
3 will agree that BellSouth is fully checklist compliant?

4 A I had a no at the very first, in that it was  
5 those projects related to their interconnection agreement  
6 implementation, but I will say again in a different way, no,  
7 because the checklist items, the compliance with the  
8 checklist items, that criteria is in the act and it's this  
9 Commission and the FCC that will determine whether or not  
10 they are compliant.

11 Q Okay. So not all of the work items will have to  
12 be completed then under your interconnection agreement with  
13 BellSouth in order for BellSouth to get a favorable  
14 recommendation from this Commission that it is checklist  
15 compliant?

16 A Not necessarily, but let me explain. I don't  
17 believe that we asked for anything more than the act called  
18 for in our interconnection agreement. And I heard one of  
19 the Commissioners the other day say the CLECs are asking for  
20 BellSouth to do more, do more, do more, and my view of what  
21 I'm hearing or what I'm finding with BellSouth is just do  
22 what is required in the act and we will get through this. I  
23 failed to see, I don't believe, and we have never heard  
24 BellSouth say one of those work items is, in fact, more than  
25 what the act calls for. Because, quite frankly, when it's

1 something more than the act calls for, or even when it's  
2 close to something more, BellSouth raises there hand and  
3 says, well, that's a bonafide request process, that takes 30  
4 days to get back an answer, and then 60 days to get a price,  
5 and, you know, we are delayed and delayed. So, quite  
6 frankly, I have not heard where those 900 items are, in  
7 fact, more than what the act calls for.

8 Q Go to Page 12 of your testimony, please, Mr.  
9 Hamman.

10 CHAIRMAN JOHNSON: How much more do you have?

11 MR. RANKIN: Oh, ten or 15 minutes.

12 CHAIRMAN JOHNSON: Is this a convenient breaking  
13 point?

14 MR. RANKIN: Sure.

15 CHAIRMAN JOHNSON: Okay. Then we are going to go  
16 ahead and adjourn for tonight and reconvene on Wednesday at  
17 9:00 o'clock.

18 (Transcript continues in sequence with  
19 Volume 25.)

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