

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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.	:	

SIXTH DAY - EVENING SESSION

VOLUME 30

Pages 3327 through 3414

BEFORE:	CHAIRMAN JULIA A. JOHNSON COMMISSIONER J. TERRY DEASON COMMISSIONER SUSAN F. CLARK COMMISSIONER DIANE K. KIESLING COMMISSIONER JOE GARCIA
PROCEEDING:	HEARING
DATE:	Wednesday, September 10, 1997
TIME:	Commenced at 5:45 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

BUREAU OF REPORTING

RECEIVED 9-11-97

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

09190 SEP 10 97

FPSC-RECORDS/REPORTING

I N D E X

WITNESSES

NAME	PAGE NO.
RONALD MARTINEZ	
Continued Cross Examination by Ms. Barone	3328
Redirect Examination by Mr. Bond	3353
GARY J. BALL	
Direct Examination by Mr. Self	3358
Prefiled Direct Testimony Inserted	3360
Prefiled Rebuttal Testimony Inserted	3386
Cross Examination by Ms. White	3399
Cross Examination by Ms. Culpepper	3410

EXHIBITS - VOLUME 30

NUMBER		I.D.	ADMTD.
113			3355
112			3356
Late-filed 59			3356
Late-filed 40			3356
114	BellSouth's supplemental response to Staff's Interrogatory Item 31	3357	
115	RWM-1 and RWM-2	3395	
116	RWM-3	3399	
117	RWM-4	3399	

P R O C E E D I N G S

1
2 (Transcript continues in sequence from
3 Volume 29.)

4 RONALD MARTINEZ

5 Continues his testimony under oath from Volume 29:

6 CONTINUED CROSS EXAMINATION

7 BY MS. BARONE:

8 Q And which interface did you use to order that?

9 A That, again, would have been the fax of the four
10 page document.

11 Q And you have not ordered four wire?

12 A That's correct.

13 Q What about two wire ISDN ports?

14 A Not to date.

15 Q What about four wire ISDN DS-1 ports?

16 A Primary rate interfaces, no, we have not ordered
17 them to my knowledge.

18 Q What about two wire DID ports?

19 A No, we have not.

20 Q Have you ordered local switching?

21 A Local switching would have been associated with
22 the port that we put in on the combination.

23 Q And when you -- and you ordered that through fax,
24 correct?

25 A Yes.

1 Q Have you ordered signaling network elements such
2 as STP, SCP?

3 A Yes.

4 Q And how did you order those, through which
5 interface?

6 A Those are generally accomplished through a
7 combination; first, the ASR, but also in a joint meeting and
8 understanding of how the B links, or the D links in our
9 case, would be established, and the STPs, the pairs that
10 they would be associated with.

11 Q Have you received what you have ordered?

12 A Yes.

13 Q What about operation support systems, have you
14 ordered any?

15 A Operation support systems?

16 Q Have you ordered any -- strike that. Mr.
17 Martinez, MCI has ordered interconnection with BellSouth in
18 Florida, is that correct?

19 A I'm sorry?

20 Q MCI has ordered interconnection with BellSouth of
21 Florida?

22 A Yes.

23 Q And MCI currently has a virtual collocation
24 arrangement with BellSouth of Florida, is that correct?

25 A I believe there are -- there are two virtual

1 collocation locations in Florida.

2 Q And MCI has also requested physical collocation
3 with BellSouth of Florida, is that correct?

4 A That's correct. The virtual collocations, we had
5 requested that those be physical, however, those were denied
6 in the two offices. One that I can recall was Grande
7 (phonetic) and the reason is that the particular equipment
8 they were putting in required an isolated ground that they
9 could not accomplish or accommodate in their line-ups.

10 Q Is MCI providing local exchange service via your
11 interconnection arrangement with BellSouth to business
12 and/or residential customers in Florida?

13 A Yes.

14 Q Is it business and residential or one or the
15 other?

16 A Yes. Yes to both.

17 Q Is MCI providing local exchange service to
18 business or residential customers in Florida through the use
19 of MCI's facilities and/or UNEs purchased from BellSouth?

20 A Yes.

21 Q Okay. Can you tell me which one that is. Is it
22 just through your own facilities or both?

23 A It's both. Again, the one line and port that we
24 talked about.

25 Q And MCI has ordered resold services from

1 BellSouth of Florida, is that correct?

2 A Yes. The resale services that we have ordered,
3 while a test for us, is live for BellSouth. We are paying
4 for them. These are our MCI employees and selected lines
5 trunks off of our business offices.

6 Q And MCI is providing local exchange service via
7 resold service to business customers and/or residential
8 customers in Florida?

9 A Yes.

10 Q Both?

11 A Yes.

12 Q I believe you may have answered part of this in
13 Exhibit 112, but I'm going to go ahead and ask you. I would
14 like to get a late-filed exhibit that quantifies the number
15 of business and residential customers that MCI has in
16 Florida through either its own facilities or in combination
17 with UNES through interconnection arrangements and through
18 resale. I think you may have provided resale, is that
19 correct?

20 A I thought we had provided all of the above.

21 Q I will check to make sure you have provided all.

22 MR. BOND: Ms. Barone, I believe the exhibit that
23 BellSouth marked for identification earlier, MCI's response
24 to BellSouth has that information in it.

25 MS. BARONE: Okay. Thank you. Then I won't need

1 that.

2 BY MS. BARONE:

3 Q Now I would like to talk a little bit about the
4 data bases. Can you tell me the purpose or function of the
5 LEO data base, please?

6 A LEO data base?

7 Q Yes.

8 A I believe LEO is a business rules system that
9 interfaces with LENS. Theoretically, its purpose is to
10 identify and reject orders processed through the system,
11 theoretically back through the system once arrived, and that
12 would be a BellSouth issue. The data base itself is
13 peculiar, I believe, just to the ALECs. I don't believe
14 that is the same data base that BellSouth uses for itself.

15 Q Is it your understanding that BellSouth uses the
16 FUEL data base for its retail ordering?

17 A Yes.

18 Q Can you tell me the differences between LEO and
19 FUEL?

20 A Well, I can only -- and I can relate to the
21 demonstration that we saw -- it was quite evident during the
22 demonstration that there were significant on-line edits that
23 took place during the demonstration of RNS. These same
24 on-line edits do not occur in the LENS system. It was, I
25 would say, almost virtually impossible for the BellSouth

1 service rep to have created an order that would not have
2 passed through in their system.

3 And if one remembers, and I bring back in my
4 background service reps were -- and I don't know if they
5 still are today -- but they were when I was in the Bell
6 system, were entry level positions. So software that was
7 generated to assist service reps had to be friendly and had
8 to walk them through the orders and had to be able to make
9 the corrections because the people that were there didn't
10 have the capability of understanding sometimes the
11 differences unless they has been there for sometime.

12 Q Other than your what you saw, are you aware of
13 any technical or functional differences between the LEO and
14 FUEL data bases?

15 A No. FUEL has -- the specifications for FUEL have
16 never been provided.

17 Q Do you know what the purpose or function of the
18 LESOG data base is?

19 A LESOG is the interface, again, in the ALEC scheme
20 of ordering that once LEO supposedly has done the business
21 rules, LESOG would then process the order into the SOCS, or
22 the service order generator. It is a service order
23 generator from the ALEC side that generates the service
24 order into the BellSouth service order system for downstream
25 processing.

1 Q Is it your understanding that BellSouth uses the
2 SOLAR data base for its retail service order generation?

3 A Yes.

4 Q And are you familiar with differences between the
5 LESOG and SOLAR?

6 A Again, only from the demonstration. But the
7 order was never generated, so we never actually saw the
8 order, so that would have been the only chance I would have
9 had to make any kind of comparison.

10 Q But you are not familiar with any functionality
11 differences or technical differences between these two,
12 between LESOG and SOLAR?

13 A No. No technical specifications have ever been
14 provided for their SONAR (phonetic).

15 Q Are you aware of any other data bases that were
16 created to serve ALECs that BellSouth does not itself use?

17 A With respect to a data base, you know, we can --
18 I would almost classify the IC/REF.

19 Q Excuse me?

20 A IC/REF, which is the gateway into their RSAG or
21 -- the ALECs, one of the ALEC options into RSAG, which was
22 their regional street address guide, the rules and data
23 bases associated with that and the way one would get
24 information would be one other. And, of course, LENS
25 working through RSAG would have a similar -- or not similar

1 -- dissimilar interface.

2 Q Is it your understanding that LEO and LESOG were
3 developed by BellSouth to meet the request by ALECs that a
4 single interface be used for both residential and business
5 ordering?

6 A I don't know that to be a fact. It is present in
7 our contractual terms, but that's only because of our
8 long-term requirements to become bonded with their systems.

9 Q It's in your contractual terms, but you don't
10 know that to be a fact, what do you mean?

11 A What I don't know is whether they designed LEO
12 and LESOG to provide gateways into their residential and
13 business, that's what I -- I thought that's what your
14 question was.

15 Q Well, do they?

16 A I don't know, that's what I'm saying. I was just
17 really pointing out that, in fact, there was a contractual
18 obligation in ours, and I doubt that they designed it based
19 on our contract.

20 Q Do you believe that it was necessary for
21 BellSouth to develop LEO and LESOG to support a single
22 interface that includes residential and business ordering
23 capability?

24 A I believe that there was an interface necessary.
25 Whether both of them were required, I don't have an opinion

1 on. There could have been a gateway into their particular
2 FUEL and SONAR, which would have obviously created less of a
3 disagreement, if you would, on whether the interfaces meet
4 parity or not.

5 Q Do you know whether or not the LEO and LESOG data
6 bases provide you with the same ordering capabilities that
7 the FUEL and SONAR data bases provide BellSouth?

8 A Again, from the demonstration. The obvious
9 rejects that suggested to me that the access methodology
10 that they were using was closely linked to what I would call
11 EB or what the industry sometimes refers to is TMN protocol,
12 telecommunications management network protocol, because the
13 systems seem to be bonded, they seem to be able to glean
14 information and exchange information in a realtime mode.

15 One of the demos that was present there,
16 especially on the access to the street validation where they
17 did not put the address in, if you recall, and what they
18 received was an actual listing of every single person that
19 was on the street so that the service rep could scroll
20 through and find something. The fact that it assigned a
21 telephone number based on that address and did some things
22 suggests -- and basically took it out of the ATLAS system,
23 that there were multiple functions happening or that the
24 systems were being mapped one to another in a quite friendly
25 fashion.

1 Q What did you mean earlier when you were saying
2 because of the obvious rejects there appeared to be
3 differences in the capability?

4 A The rejects -- did I say the obvious rejects? It
5 was obvious to me that when they were placing -- trying to
6 place something into the system --

7 Q Which system?

8 A The RNS system or, in fact, even the DOE system.
9 If you recall during the demo there was some time before
10 they could find out the right combination to unlock and get
11 in to do the primary rate interface. The system simply
12 would not let them put the wrong -- select the wrong tree or
13 branch off of that software subset. Even though it was
14 clumsy, it basically held them in place until they had the
15 right key that unlocked to the next phase. The same thing
16 happened in the RNS system, if you recall. It was a lot
17 friendlier messages. When they put the small letter for the
18 last name, it came back and said do you really want to do
19 this? So, there was an obvious reject by the system for
20 functions that they were trying to perform.

21 Q And you are saying that this is not the case in
22 the data bases provided for ALECs?

23 A That's correct.

24 Q And what do you base this on?

25 A Actual watching and manipulation of the LENS. We

1 do not have EDI up, as you know, however, we are still in
2 negotiation even with EDI as to rejects. Rejects is not
3 covered as of yet in the OBF, and yet it is an important
4 function. Unfortunately, BellSouth keeps vacillating as to
5 whether they will support it or will not support it in the
6 EDI system that we are bringing up, which is the standard
7 system.

8 So rejects is an important element. Rejects,
9 especially realtime rejects of orders when the process is
10 being initiated, when the order person is putting the order
11 in, to be able to gather information that you are doing
12 something wrong.

13 The other thing that was quite obvious from that
14 demonstration was the mandatory fields. They had to fill
15 these fields out before they could continue on its next
16 path. This mandatory field is a tremendous benefit to a
17 service rep that is writing an order, that says I forgot to
18 do something, therefore, I cannot continue. That is
19 definitely not within the LENS system.

20 Q Now, my original question had to do with whether
21 or not LEO and LESOG data bases provide you with the same
22 ordering capabilities. You stated that you have these
23 concerns, but in terms of what you can actually order, do
24 you know whether or not you have the same capabilities?

25 A Well, again, I don't view LEO and LESOG as being

1 the data base that controls the feature functionality that I
2 am ordering. What it is is a set of rules that supposedly
3 looks at the completeness of the order, it doesn't at this
4 point in time look at the relevance of whether I can order
5 this or not as a feature or function.

6 Q BellSouth Witness Calhoun stated that the firm
7 order mode of LENS incorporates the same preordering
8 functions as are provided in the inquiry mode. Do you agree
9 with her?

10 A Could you repeat the question, please.

11 Q Ms. Calhoun stated that the firm order mode of
12 LENS incorporates the same preordering functions as are
13 provided in the inquiry mode.

14 A The preorder section of LENS is equal to the
15 inquiry section of LENS, is that the question?

16 Q Okay. In the inquiry -- in fact, I asked her a
17 couple of questions. I asked her when she was on the stand
18 whether in the inquiry mode you have the same capabilities
19 that you have in the firm order mode, and my question is --
20 and she stated that the firm order mode of LENS, okay, where
21 you actually have the order, incorporates the same
22 preordering functions that are in the inquiry mode.

23 So when you go in and you inquire about a
24 telephone number and you put in a name and you just put in a
25 couple of items in the inquiry mode, whether those items are

1 also contained in the firm order mode, and she said yes.

2 And my question to you is do you agree with her?

3 A Yes, for the wrong reasons. I mean, one does not
4 need to have to continue to validate an address or a
5 telephone number in the firm order mode if you have already
6 done it in the inquiry mode. There seems to be no resident
7 memory between them. And I think that was another
8 difference that I noted, that the integration of the RNS
9 system was one incomplete. There was no distinction between
10 inquiry and firm order, that all of it was taking place at
11 the same time. And, in essence, when someone is on the line
12 that is exactly what is happening.

13 Q I think you might have agreed actually. I
14 believe she stated that she didn't think it was necessary to
15 go into the inquiry mode in order to make an order, so I
16 guess the question is are the same functionalities contained
17 in both the inquiry mode as are contained in the firm order
18 mode, not whether or not you can put something in the
19 inquiry mode and have it flow through to the firm order
20 mode. So you agree with her --

21 A In the context that you have stated there, you
22 have the ability to go back into the inquiry mode, so it's
23 not as if it is resident there. You can only go back three
24 times. If you go back the fourth time and you are in limbo.
25 It will actually throw the order out. So you have to go --

1 to get into the CSR functionality and understand what the
2 customer has, that is in the inquiry mode. But you can go
3 back to that from the firm order mode.

4 Q And I think you would -- is it true, then, that
5 the preordering information accessed in the LENS firm order
6 mode cannot automatically populate the appropriate fields in
7 the firm order mode?

8 A That's correct.

9 Q What are the differences between RNS and LENS?

10 A Do we have enough time? Let me just from a high
11 school -- remember, we only saw -- we saw one order, it was
12 a new install, there was an anomaly associated with it. I'm
13 still at a loss as to why the anomaly was there, but
14 apparently this new subscriber was going to have a second
15 line, and the second line was going to be billed to somebody
16 else. And their business rules wouldn't allow that, so that
17 forced them into DOE in correlating the order between them.

18 But from the get-start, a new install that went
19 on as soon as they typed the address, there was a clear
20 indication whether prior service had been at that account.
21 Not only would prior service, but there was a telephone
22 number randomly assigned, and assigned to them and hard
23 coded so that anything that they did from then on would
24 bring for the features and functions of that particular
25 office.

1 One might ask what is the difference, why was
2 that so important, but -- as you recall, when they were
3 asked the question, well, if someone had service how long
4 would it take if they demanded service immediately, and that
5 was if they called in by 9:00 they could have their new
6 service established that day, and if it was later in the
7 afternoon it would be the next morning.

8 And what does that mean? It means that new
9 service from the RNS perspective really was a translation,
10 and that is nothing more than assigning the LEN and the
11 switch with the proper features to that which would have
12 then driven them. If you also recall, there were two
13 calendars that they had to look at. One was install or
14 installation where outside work or outside functions were
15 performed, but when they were looking at service adds or
16 feature adds, a totally different calendar came up, which
17 was void of any days where they couldn't do it.

18 So, from the get-start that was totally different
19 from the LENS where you physically have to go into the
20 validation, find out what the office is, and then get a
21 telephone number started with the conversation with the
22 customer. Immediately the mandatory screens popped up.
23 These are mandatory fields that you must fill in so that
24 when it went to directory if you did something wrong it
25 corrected you.

1 And, again, one might ask what difference does
2 that make? In the world of INP right now, where you do a
3 faxing, there apparently is a requirement that you also --
4 and this is we are still trying to figure out the whys of
5 this -- but when you port a number, the same number that was
6 assigned to BellSouth, and you port it to another CLEC, if
7 you don't tell them that they want to keep the yellow page
8 ads, they don't go in.

9 We have just had a series of customers get
10 letters saying that your number was deactivated. Now, this
11 was in Georgia, but the systems are the same. Your number
12 was deactivated. Well, it was never deactivated, it was
13 ported to another number. There was a requirement that a
14 mandatory form for the yellow pages and white pages were to
15 be added. Well, in their system, if you recall, they
16 wouldn't allow them out of there unless the address, the
17 actual directory part of that section was done.

18 So in the case if LENS had the same features,
19 these same letters would not have happened. The system
20 would have said you can't do this, you must complete the
21 directory assistance piece of this. We carried on,
22 immediately credit information came up.

23 They also said that they had the ability to bring
24 up additional people and look at that if they were going to
25 use cross references. They had the ability to place orders

1 on hold for 30 days, and for the right reason, which I had
2 never thought of before, was that in the case where deposits
3 are required, this gave the person time to literally get the
4 money into the Bell business office, and yet the service
5 would have still been on hold and all of the features and
6 functions they would had on that order would have been held
7 in place.

8 Q Mr. Martinez, before you go on, I'm going to be
9 asking you questions regarding several data bases, and I
10 think what we are going to need to do, because, like you
11 said, there is a lot of information, I'm going to need you
12 to give me highlights and summarize what the differences are
13 and give me bullet points, if you could?

14 A Okay. Ability to type in features and drive the
15 system data base to that feature, as all the features are
16 resident there. LENS only gives you the caption of what you
17 are working on. IXCs, the ability to type the IXC name on
18 and drive the system to that. The ability to look at an
19 order, physically look at the order.

20 In fact, the last thing they said they would do
21 is review the order with the customer, and it was all
22 printed with the bill and everything else sitting on there.
23 LENS doesn't even allow to you look at the order. The
24 ability to make changes to the order throughout the life
25 cycle of that order right up to installation. LENS does not

1 allow you to do that. You must fax the changes into the
2 LCSC, who you will put those orders into the system.

3 And I think that's probably the highlights that I
4 would --

5 Q Thank you. Now, I would also like you to tell me
6 the differences between RNS and EDI, and if some of those
7 differences are the same. Or maybe you can tell me whether
8 EDI fixes some of the problems that you have just mentioned?

9 A I think EDI does fix some, because EDI puts -- in
10 a standards arena, allows the ALEC the ability to design
11 based on the data bases and the information that is coming
12 forward their own type of screen activities and how things
13 are going to be positioned. That does, however, limit with
14 respect to CSRs, because as of today the OBF has not passed
15 the preordering of CSR functionality.

16 What would concern me still with EDI is that it
17 would appear to be still using the same business rules
18 contained in LEO and LESOG, and that the intervals
19 associated with the EDI could still be driven off the same
20 one-sided DSAP operation, which looks only at the instances
21 where physical installation is required. We are still not
22 sure that EDI will, in fact, provide us with the ability to
23 place the orders and get the same type of time frames.
24 Especially from the standard time frames that have been
25 provided.

1 And, again, even a new install is nothing more
2 than a translation, so a translation is in by 3:00 out by
3 5:00, which makes sense to what they were saying. These are
4 concerns. We don't know. Rejects, we still haven't come to
5 agreement as to whether the rejects will be provided to us.
6 We still cannot see an EDI order that we place. Now, we do
7 have the capability of looking at our own order, but we
8 can't physically go into their system on EDI and look at the
9 order that we placed to ensure that there wasn't a data
10 transitional error somewhere in the stream as it transmitted
11 to BellSouth.

12 So there are many things that it cleans up
13 because the ALEC has to play a role, but many questions
14 still remain. As you know, I have been a supporter of EB
15 where many of those problems would go away.

16 Q Can you give me the highlights with respect -- or
17 the differences between DOE and LENS, the highlights,
18 please?

19 A Well, there is none, because you literally cannot
20 do the complex orders that they could do. Much ado has been
21 said about the manual effort, and I remember in the
22 presentation that was provided, the manual effort is
23 preservice, it is actually gathering information. But when
24 the end of the day came, that rep was able to sit down at
25 the DOE terminal and physically type an order. And the

1 order that they typed was for a primary rate interface. The
2 codes that they use in the DOE were USOC, but that's really
3 no more complicated than writing an ASR where we have what
4 we call NC/NCI codes. We have to learn those codes. There
5 is an obligation for them to teach the new incumbent the
6 language of their systems, which they have not done. LENS
7 does not provide any form of a complex order whatsoever.

8 Q But it's your testimony that DOE does?

9 A Absolutely. that is the system that they
10 demonstrated there. They also demonstrated a data base that
11 we were are unaware of, and that was BOCRIS. You are going
12 to get to BOCRIS? Okay.

13 Q Primary rate interface, is that the only complex
14 service that is provided?

15 A No, it would be -- that would be their -- in this
16 region, anyway, the system that they would use for anything
17 above, I think it's the eight line mystical, eight line or
18 six line where multi-line hunts come in.

19 LENS is a very -- if you look at LENS, LENS is
20 designed to treat the residential small business customer,
21 single, couple of lines and place an order. Beyond that,
22 there are no capabilities.

23 Q With respect to DOE versus EDI, does EDI take
24 care of your concerns?

25 A EDI through the standards arena will take time

1 before we can get the necessary mapping in place for the
2 complex type services. That's why it's so important to have
3 some form of an interim solution for placing of orders on
4 the complex side. But EDI through the standards, it will
5 take time, but we will basically bash out or together work
6 out what is required as far as services and functionality.

7 They have already started looking at ISDN. In
8 fact, I think ISDN is in Issue 9, I think they are just
9 skipping Issue 8 altogether. So, basically, the services
10 that we talked there in terms of the primary rate and basic
11 rate interfaces will be covered in EDI. But there are still
12 more. I mean, we have the ring apologies (phonetic) that
13 customers use, the CENTREX, the basic CENTREX services.
14 These are nothing more than service orders.

15 Q Is there anything else in DOE that -- well,
16 strike that. Has MCI been able to gain access to this
17 associated signaling necessary for call routing and
18 completion?

19 A Yes.

20 Q Does this mean MCI, then, is satisfied with the
21 access BellSouth has provided for signaling necessary for
22 call routing and completion?

23 A We have not tested the agreement. We have an
24 agreement in place. I'm very much concerned when I see in
25 an SGAT that call return is an exception, where it's not an

1 exception in mine. Contracts are paper, we still need to be
2 able to resale some of those basic feature functionalities.
3 But as far as the basic 800 data base and call completion
4 that we have been using, yes.

5 Q So I want to make sure I'm clear. So MCI has
6 been able to gain access to the associated signaling
7 necessary for call routing and completion, is that correct?

8 A Would you class selective routing in that data
9 base? I know that BellSouth did. I don't normally, but
10 because we are still at a standoff with respect to the
11 selective routing that we wanted to do with the operator
12 services and DA, if selective routing is considered a call
13 completing data base, then I would say no, we are not.

14 Q Let me clarify, because I think you said that
15 before you had and then you said you haven't, so I want to
16 make sure I've got the question for you here. All I want to
17 know is whether you have been able to gain the access --
18 gain access to the associated signaling necessary for call
19 routing and completion?

20 A Oh, signaling.

21 Q Yes, just the signaling?

22 A Yes.

23 Q And are you satisfied with what you have
24 received?

25 A Yes.

1 Q Mr. Martinez, you mentioned in your deposition on
2 Page 184 at Line 8, that MCI has requested access to toll
3 free data bases through a third party. Is the third party
4 you mention in your deposition receiving access from
5 BellSouth?

6 A No, it's not. I will have to say no, I don't
7 believe so.

8 Q Is that party trying to gain access from
9 BellSouth?

10 A I don't know. But this is a strange marketplace
11 that's happening, and they very well could be. That's why I
12 suddenly realized who they were and --

13 Q So I guess your testimony then would be that you
14 have not actually received access to toll free data bases at
15 this time, is that correct?

16 A We have no need for access to the toll free, the
17 800 toll free data base from BellSouth. Our STPs are going
18 to a foreign STP, who has a national data base that we
19 query.

20 Q Mr. Martinez, on Page 98 of your deposition
21 starting on Line 24 and continuing on Page 99, you discuss
22 MCI's lack of access to all of the information in Bell's DA
23 data base, and BellSouth has stated that it cannot allow
24 access to an ALEC's or an ILEC's DA information because the
25 information is proprietary unless the ALEC or ILEC completes

1 the form allowing disclosure. Are you suggesting that Bell
2 can provide MCI with access to an ALEC's or ILEC's
3 information in violation of a contract?

4 A Yes. And if I might explain.

5 Q That's what I thought.

6 A We believe the act is quite clear in that regard
7 that the act says that all LECs, that's inclusive of CLECs,
8 such as MCI, ITCs, BellSouth, anybody, has to make that data
9 available so that a contract can't be above the law.

10 Q What part of the act are you referring to in
11 support of your position?

12 A It would be under the dialing parity, under the
13 DA. Do you want me to find the specific --

14 Q Yes, please. And if you have a FCC rule cite, I
15 would appreciate that, too.

16 A I'm getting more accustomed to reading these, but
17 it's Part 2, development of competitive markets, Section
18 251, interconnection, A, general duty of telecommunications
19 carriers. Under B, obligations of all local exchange
20 carriers, each local exchange carrier has the following
21 duties. And that is dialing parity. The duties provide
22 that dialing parity --

23 Q The cite would be 251(A) -- no, (B) (3)?

24 A Right. And under there you would see directory
25 listings.

1 Q And you are saying that that section allows
2 BellSouth to get out of its contract?

3 A I'm saying that -- you know, and I'm not a
4 lawyer, but I would think that the act is the law and the
5 law would be above any contract. At least that's what my
6 lawyers are telling me.

7 Q That's fine. Are there any FCC rules that
8 support your position?

9 A None that I can recall.

10 Q Okay. Mr. Martinez, is MCI currently developing
11 or planning to develop an interface similar to the EC-LITE
12 interface being developed by AT&T?

13 A No.

14 MS. BARONE: Thank you, that's all I have.

15 CHAIRMAN JOHNSON: Commissioners. Redirect.

16 MR. BOND: Thank you, Chairman Johnson. Just a
17 few questions.

18 REDIRECT EXAMINATION

19 BY MR. BOND:

20 Q First, were asked about ordering through LENS.
21 Is it your understanding that ALECs can order unbundled
22 network elements through LENS?

23 A There is some confusion on there, again, resting
24 on the laurels of our account team. As recent as -- I want
25 to say it's last week, there was an instant question asked

1 about the ordering through LENS and, you know, after a
2 series of responses, an account member came back and said
3 after I have reviewed the specifications, it does not look
4 like you can order UNEs through LENS.

5 Q You were asked some questions about unbundled
6 network elements that MCI has ordered, and I believe you
7 said that we had ordered a loop and a port combination, is
8 that correct?

9 A That's correct.

10 Q How did BellSouth provision that order?

11 A That's interesting, because they billed it as
12 resale services, so I'm not quite sure how they provisioned
13 it. I do know how they billed it. I know what we ordered,
14 and that was the loop and the port. But when the bill came
15 in, it was billed as a resale.

16 Q Now, was that order done on a test basis for an
17 MCI employee?

18 A Yes, it was.

19 Q Okay. You also referred to some resale customers
20 that MCI has in Florida, both business and residential. Are
21 those also done on a test basis?

22 A Test with respect to MCI. They are MCI customers
23 or MCI business offices. They are live customers with
24 respect to BellSouth. We are paying for their services. No
25 customer on the resale side is paying MCI any money for the

1 services.

2 Q As far as the facilities based customers, the on
3 net and off net customers, are those business and
4 residential or business only?

5 A No, to my knowledge they are only business.

6 MR. BOND: I have no further questions. Thank
7 you, Mr. Martinez.

8 CHAIRMAN JOHNSON: Exhibits.

9 MR. BARONE: Staff moves 113.

10 CHAIRMAN JOHNSON: Show it admitted without
11 objection.

12 (Exhibit Number 113 received into evidence.)

13 CHAIRMAN JOHNSON: Ms. White, didn't MCI's
14 response to BellSouth's interrogatories --

15 MS. WHITE: You know, I think I did forget to
16 move it. So I would move Number 112.

17 CHAIRMAN JOHNSON: Show that admitted without
18 objection. And earlier this evening you passed out the
19 ARMIS service quality report, and BellSouth's blocking
20 report prepared by Mr. Stacy. Was that the Late-filed 59?

21 MS. WHITE: That was Late-filed 59, and then I
22 also passed out Late-filed 40 which --

23 MS. BARONE: I'm prepared to move 40.

24 MS. WHITE: -- Mr. Scheye, it was a late-filed
25 hearing exhibit for Mr. Scheye's time on the stand.

1 CHAIRMAN JOHNSON: Okay. Which one --

2 MS. WHITE: 59 was one we asked for, so I would
3 move 59.

4 CHAIRMAN JOHNSON: Show that admitted without
5 objection.

6 (Exhibit Number 112 and Late-filed 59 received
7 into evidence.)

8 MS. BARONE: Staff moves 40.

9 CHAIRMAN JOHNSON: Show that admitted without
10 objection.

11 (Exhibit Number 40 received into evidence.)

12 MS. WHITE: 58 is still outstanding for
13 BellSouth. I'm hoping to have a copy of the Time
14 Warner/BellSouth agreement. I don't think it's going to be
15 tonight, but definitely by tomorrow.

16 CHAIRMAN JOHNSON: Very good.

17 MS. BARONE: And, Madam Chairman, while we are
18 working on exhibits, I have another one that I would like
19 marked, if it is a convenient time.

20 CHAIRMAN JOHNSON: This is fine.

21 MS. BARONE: And staff is handing out a copy of
22 this. It is BellSouth's supplemental response to staff's
23 second set of interrogatories Number 31. And I would ask
24 that that be marked as -- I believe the next number is 114.

25 CHAIRMAN JOHNSON: We will mark that as 114.

1 MS. BARONE: BellSouth's supplemental -- I'm
2 sorry.

3 CHAIRMAN JOHNSON: No, go ahead. BellSouth's
4 supplemental response to staff's interrogatory?

5 MS. BARONE: Item 31, yes, ma'am. Thank you.
6 And I would ask that that be moved into the record at this
7 time.

8 CHAIRMAN JOHNSON: It will be admitted without
9 objection.

10 (Exhibit Number 114 marked for identification and
11 received into evidence.)

12 MS. RULE: Commissioners, while we are on the
13 subject of exhibits, I have had copies made of the chart Mr.
14 Bradbury drew, we just hand-drew a copy and copied that out,
15 so we will be passing those around.

16 CHAIRMAN JOHNSON: Okay. Any other
17 preliminaries? I think we are prepared for the next
18 witness.

19 MR. SELF: Yes, Madam Chairman. WorldCom would
20 call Mr. Gary Ball. And, Chairman Johnson, while he is
21 getting settled, if you can't find any prefiled testimony
22 for Mr. Ball, that's because he is being substituted for Mr.
23 Robert McCausland. And Mr. Horton is passing out now, in
24 case anyone didn't get it previously, the substitute pages
25 that would reflect Mr. Ball's appearance as opposed to Mr.

1 McCausland.

2 And for the benefit of anyone who is still lost
3 after all of that paper that has just been distributed, if
4 you have a title sheet that says testimony of Robert W.
5 McCausland and then the first three pages of what was Robert
6 McCausland's testimony, you can pull that out and throw it
7 away and substitute the three pages and the cover sheet that
8 have just now been substituted. And the only difference
9 between what was originally filed and what you are now
10 looking at simply reflects Mr. Ball's name and background.

11 And with that, Chairman Johnson, this witness has
12 not yet been sworn.

13 CHAIRMAN JOHNSON: Is Mr. Kouroupas in the room?

14 COMMISSIONER CLARK: Yes.

15 CHAIRMAN JOHNSON: Anyone else who was not
16 sworn?

17 (Witnesses sworn.)

18 Thereupon,

19 GARY J. BALL

20 was called as a witness by WorldCom, Inc., and having been
21 first duly sworn, was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MR. SELF:

24 Q Mr. Ball, would you please state your name and
25 business address for the record?

1 A My name is Gary Ball, my business address is 33
2 Whitehall Street, 15th Floor, New York, New York, 10004.

3 Q And are you providing in this proceeding 26 pages
4 of prefiled direct testimony?

5 A Yes, I am.

6 Q And are you also providing 9 pages of prefiled
7 rebuttal testimony?

8 A Yes, I am.

9 Q Do you have any changes or corrections to that
10 testimony?

11 A No.

12 Q If I asked you the same questions today, would
13 your answers be the same?

14 A Yes.

15 MR. SELF: Chairman Johnson, we move that Mr.
16 Ball's direct and rebuttal testimony be inserted into the
17 record as though read.

18 CHAIRMAN JOHNSON: It will be so inserted.

19

20

21

22

23

24

25

1 Q. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

2 A. My name is Gary J. Ball. I am the Assistant Vice President for Industry
3 Relations of WorldCom, Inc. My business address is 33 Whitehall Street,
4 15th Floor, New York, New York 10004.

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

7 A. I graduated from the University of Michigan in 1986 with a Bachelor of
8 Science degree in Electrical Engineering. After three years as a Radar
9 Systems Engineer, I enrolled in the University of North Carolina Business
10 School, from which I obtained a Masters of Business Administration in 1991.
11 For the past six years, I have worked in the telephone industry. From June
12 1991 through February 1993, I worked for Rochester Telephone Corporation,
13 a local exchange carrier, beginning as a Network Planning Analyst,
14 responsible for financial and technical analysis of new services and upgrades
15 to its local exchange network. In February 1992, I was promoted to Senior
16 Regulatory Analyst, responsible for developing state tariff filings and general
17 regulatory support for dedicated and switched services. From February 1993
18 through August 1994, I worked for Teleport Communications Group, Inc.,
19 a competitive access provider, as Manager of Regulatory Affairs. I was
20 responsible for developing and implementing regulatory policies on both
21 state and federal levels, developing and filing all Company tariffs, ensuring
22 regulatory compliance with state and federal rules, and providing support for

1 business, marketing, and network plans. I joined MFS Communications
2 Company, Inc. in August 1994 as Director of Regulatory Affairs for the
3 Eastern Region. I recently was promoted to Assistant Vice President for
4 Industry Relations.

5 **A. PLEASE DESCRIBE WORLDCOM AND ITS INTEREST IN THIS**
6 **PROCEEDING.**

7 **B.** WorldCom, Inc. is the ultimate parent company of Metropolitan Fiber
8 Systems of Florida, Inc. and MFS Intelenet of Florida, Inc., providers of
9 telecommunications services in Florida. WorldCom and its affiliates are
10 certified to provide local exchange service in 23 states, including Florida. As
11 a new entrant to the Florida local exchange marketplace, WorldCom has a
12 very real interest in ensuring that BellSouth Telecommunications, Inc.
13 ("BellSouth") meets all of the checklist elements that it must meet as a
14 precondition of Section 271 authority. WorldCom recognizes the issuance
15 of Section 271 approval as a one-time event. Once BellSouth receives
16 Section 271 authority under that one-time event, BellSouth will no longer
17 have an incentive to ensure that local competition is implemented and may
18 use its substantial market position and its position of almost total control over
19 local access to customers to limit and slow the development of additional
20 local competition.

21 **Q. PLEASE DESCRIBE BRIEFLY YOUR CURRENT ROLE AND**
22 **PRIMARY RESPONSIBILITIES AT WORLDCOM.**

1 **A.** I am responsible for the oversight of state regulatory matters. I also
2 participate in interconnection negotiations, I provide guidance on
3 implementing interconnection agreements and I participate in the resolution
4 of interconnection disputes. In this regard, I am familiar with such issues as
5 the implementation of incumbent local exchange carrier ("ILEC") operations
6 support services ("OSS") capabilities and the rollout and management of
7 ILEC collocation arrangements.

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

10 **A.** WorldCom is here to demonstrate to the Commission that it takes more than
11 just the signing of an interconnection agreement to enter the local exchange
12 market. As the first company to enter the competitive local exchange market
13 in a number of other states (through MFS) and as one of the nation's largest
14 providers of competitive local exchange service, WorldCom is well aware
15 that entering the local exchange market is a difficult undertaking that
16 involves countless steps, any and all of which can affect the new entrant's
17 ability to provide competitive local exchange service. Such difficulties are

1 clearly affecting new entrants here in Florida, as is evident from the
2 minuscule number of local exchange customers currently receiving their
3 service from the new competitors.

4 I am here to provide the Commission with the benefit of WorldCom's
5 real-world experiences in attempting to implement local exchange
6 competition. I am here to explain to the Commission the difficulties in
7 entering the local exchange service business in general, and to some extent,
8 the problems that we continue to experience in trying to implement local
9 exchange competition in Florida. My goal is to provide the Commission with
10 these experiences so that you are properly informed about the current pace of
11 local competition and the possible timeframe for future developments. I will
12 also address some of the legal and policy issues related to BellSouth's entry
13 into the in-region interLATA long distance business.

14 In addition to discussing the steps necessary before a new entrant can
15 compete against BellSouth and the specific interconnection difficulties
16 WorldCom is experiencing in Florida, I will discuss several other issues. I
17 will highlight the fact that WorldCom cannot be certain that BellSouth fulfills
18 its Section 271 obligations until we are farther along in developing our
19 commercially available local service. Beyond simple loops, WorldCom
20 cannot be certain that BellSouth is capable of providing their unbundled
21 network elements ("UNEs") including the platforms. I also will discuss that
22 BellSouth has not yet provided access to OSS under the same terms and

1 conditions that it provides access to itself and its customers as it is required
2 to do as a precondition of Section 271 authority. Such a demonstration by
3 BellSouth is crucial to ensure that the new entrants are not placed in a
4 position of "perpetual inferiority" to BellSouth. Finally, I will describe the
5 need for objective measurement data demonstrating BellSouth provides
6 nondiscriminatory OSS access to competitors at parity with that access it
7 provides itself.

8 **I. INTRODUCTION.**

9 **Q. IS FLORIDA EXPERIENCING MUCH LOCAL EXCHANGE**
10 **COMPETITION SINCE PASSAGE OF THE**
11 **TELECOMMUNICATIONS ACT OF 1996?**

12 **A.** The Telecommunications Act of 1996 ("1996 Act") was enacted nearly one
13 and one-half years ago, yet Florida is seeing only a minimal amount of local
14 exchange competition, despite the best efforts of WorldCom and other
15 aspiring new entrants. Local exchange competitors have learned that the
16 complexities of entering that market are far more extensive than those that
17 BellSouth will encounter if it is granted in-region interLATA long distance
18 authority. For one thing, BellSouth has a ubiquitous infrastructure in place,
19 and it's one that BellSouth controls. Unlike new entrants, BellSouth has a
20 choice as to whom it can go to in order to obtain any facilities that it does not
21 already have in order to begin to provide in-region interLATA long distance.
22 Further, BellSouth will utilize an established and proven process to obtain

1 any interexchange access services that it cannot provide using its in-place
2 network. This is very, very different from the situation faced by each of the
3 new competitive entrants as they attempt to interconnect with the single
4 incumbent local exchange provider, BellSouth, in order to begin to serve
5 local exchange customers. And one of the biggest differences is the
6 substantial magnitude of control that BellSouth maintains (and will continue
7 to maintain) over the very facilities and processes on which the new entrants
8 must rely in order for them to serve the vast majority of local exchange
9 customers.

10 The comparison doesn't stop here. BellSouth local exchange service
11 in Florida is the result of a 100 year old monopoly that is supported by a
12 ubiquitous local network, well-established relationships with those who
13 control rights-of-way when BellSouth does not itself control those rights-of-
14 way, and fully-developed back-office systems such as those that support its
15 customer service, billing and data exchange, trouble reporting, emergency
16 and directory services and the like. At the same time, new entrants such as
17 WorldCom are starting from scratch in a market currently fully served only
18 by BellSouth and must use BellSouth in order to serve most customers. In
19 these circumstances, it is impossible for a new entrant to be competitive
20 overnight and the need for substantial scrutiny on BellSouth's compliance
21 with the Section 271 checklist and other ILEC obligations is crystal clear.

1 **Q. HOW DOES A NEW ENTRANT SUCH AS WORLDCOM GO ABOUT**
2 **ENTERING THE FLORIDA LOCAL EXCHANGE MARKET IN**
3 **COMPETITION WITH BELLSOUTH?**

4 **A.** Like most others in the industry, WorldCom uses the term “co-carrier” to
5 describe the relationship of new entrants to the ILECs, such as BellSouth.
6 The term co-carrier denotes both the rights of alternative local exchange
7 carriers (“ALECs”), such as WorldCom, to obtain nondiscriminatory “carrier-
8 to-carrier” interconnection and access to the ILECs’ networks as well as
9 certain obligations that ALECs owe to other carriers and to customers. This
10 *carrier-to-carrier relationship* involves needs, tasks and responsibilities that
11 go beyond those associated with the *access customer relationship* created at
12 the time of Divestiture. Within this testimony I will address some of the
13 major kinds of arrangements that every ALEC must put in place in order to
14 be able to begin to compete in the local exchange market. I also intend to
15 help show the significant magnitude of the effort that each ALEC must exert
16 in order to begin to build up even the smallest market share.

17 Each activity that I address will include numerous detailed steps to
18 implement, and each may entail physical or industry-imposed lead times for
19 its completion. Many of the numerous steps require the use of multiple
20 subject-matter experts and others who are mobilized to perform the specific
21 function within each of the implementation areas. Because so much of the
22 ALEC’s ability to compete depends on the ILEC’s fulfillment of its part of

1 the implementation, an ALEC and its customers can be dramatically affected
2 if the ILEC has not committed adequate numbers of trained personnel or
3 adequate system support and interfaces to the ALEC's effort. The failure to
4 implement even one of the steps can preclude the ALEC from beginning to
5 compete; hence, delays in the deployment of new local service networks can
6 and have become frequent and extensive.

7 **Q. MAY BELLSOUTH RELY ON A STATEMENT OF GENERALLY**
8 **AVAILABLE TERMS AND CONDITIONS ("SGAT") IN ORDER TO**
9 **OBTAIN SECTION 271 AUTHORITY?**

10 **A.** No. In its June 26, 1997, decision rejecting the SBC Communications
11 Section 271 application for authority to provide in-region long distance
12 service in Oklahoma, the FCC addressed the usefulness of an SGAT in
13 qualifying for Section 271 authority. Under Section 271, ILECs may qualify
14 for interLATA authority through their compliance with the 1996 Act's
15 Competitive Checklist when there are facilities-based competitors (Section
16 271(c)(1)(A), known as "Track A"), or by Commission approval of an SGAT
17 when there are not facilities-based competitors (Section 271(c)(1)(B), known
18 as "Track B"). The FCC ruled that SBC is foreclosed from reliance on Track
19 B because SBC has had "qualifying requests" for interconnection which, if
20 implemented, would satisfy the requirements of Track A. BellSouth has
21 clearly received "qualifying requests" from Florida competitors. The focus

1 of this Commission's inquiry then is whether or not BellSouth has met the
2 requirements of Track A. BellSouth is clearly not eligible for Track B.

3 **II. STEPS NECESSARY TO ENTER THE LOCAL EXCHANGE**
4 **MARKET.**

5 **Q. PLEASE DESCRIBE THE APPLICATION, CERTIFICATION AND**
6 **CONSTRUCTION PROCESS.**

7 **A.** The process begins with the application to a state commission for authority
8 to operate as a telecommunications provider. Depending on the state, this
9 process can take from a few months to a year to complete. Once a carrier is
10 certified, it often must seek and achieve a license and/or permit, sometimes
11 called a "franchise," to enter the public rights-of-way in order to lay cable.
12 It often will also have to enter into multiple negotiations with various
13 municipalities and property owners in its efforts to achieve non-public rights-
14 of-way. This can include the establishment of individual pole attachment and
15 conduit agreements as well as various construction permits and even
16 individual building access agreements.

17 With a franchise and appropriate permits and property-owner
18 agreements, a carrier may then construct a fiber-optic cable backbone
19 network and a local fiber-optic cable network in as many areas as it can
20 afford. In the case of WorldCom, we initially connect main WorldCom node
21 points to ILEC central offices ("COs"), interexchange carrier ("IXC") points
22 of presence ("POPs") and the like. WorldCom then extends its network by

1 collocating electronic equipment within certain ILEC COs and purchasing
2 components from the ILEC that WorldCom cannot provide to itself.

3 In Florida, WorldCom (through MFS) had obtained certification as
4 an Alternative Access Vendor ("AAV") and had constructed several fiber-
5 optic backbones prior to the authorization of local dialtone service
6 competition. WorldCom had become operational as an AAV in late 1994,
7 and now has limited networks in and near Tampa, Orlando and Miami and
8 with a key part of its network connectivity provided through the use of
9 BellSouth's SmartRing service in Miami. One example of some of the
10 problems we face is that it took nearly two years to reach an agreement with
11 Dade County regarding use of rights of way, and that was only an interim
12 agreement.

13 The fiber-optic cables, electronic equipment and other AAV network
14 arrangements are not enough to become a facilities-based co-carrier,
15 however. In addition, unlike the special access, private line transport
16 networks established for AAV services, the introduction of competitive local
17 dialtone services required an extensive investment and deployment of local
18 dialtone switches and associated integrated digital loop carrier equipment.
19 An investment in switch generics (i.e., programming) and specialized
20 technical personnel is also required. Concurrently with the installation and
21 programming of each new dialtone switch, and on an on-going basis
22 thereafter, extensive testing must be performed. Ultimately that testing must

1 be extended to the interfaces between the new dialtone switches and the
2 ILEC's network. At that latter stage, the ILEC's participation and
3 cooperation must again be achieved. Also, the ALEC must create an
4 extensive data-exchange and billing infrastructure that conforms with
5 revenue-accounting related industry processes and that helps to ensure that
6 consumers receive timely and accurate bills. And this is just the tip of the
7 iceberg. For before actual traffic exchange can occur, an interconnection
8 agreement must be negotiated with the ILEC.

9 **Q. PLEASE DESCRIBE THE INTERCONNECTION AGREEMENT**
10 **NEGOTIATION PROCESS.**

11 **A.** An interconnection agreement is a contract governing the universe of
12 complex relationships between an ILEC and an ALEC. One of the key
13 functions of such an agreement is to ensure seamless service to the customers
14 served by both carriers' networks. As this Commission knows from the
15 various arbitrations that it has overseen, an interconnection agreement
16 typically includes such items as:

- 17 • **Physical Interconnection Terms:** The number and location of points
18 of interconnection, the type(s) of interface, standards, intervals and
19 measurements related to deployment and upgrades of interconnection
20 equipment;
- 21 • **Transport and Termination of Telephone Exchange Service Traffic:**
22 The determination of specific trunk groups for various types of traffic

- 1 (e.g., local, intraLATA toll, operator/directory assistance and
2 information services);
- 3 • Reciprocal Compensation;
 - 4 • Transport and Termination of Exchange Access Traffic: The
5 determination of specific trunk groups for traffic from WorldCom's
6 end users to IXCs via ILEC tandem switches;
 - 7 • Access to ILEC E-911 Infrastructure;
 - 8 • Access to ILEC Directory Assistance;
 - 9 • Access to White and Yellow Pages Listings;
 - 10 • Access to and Pricing of Unbundled Local Loops and Other
11 Unbundled Network Elements ("UNEs"): Including provisioning
12 intervals, ordering processes, cutover procedures, loops with that
13 meet different technical parameters, etc.;
 - 14 • Central Office Collocation;
 - 15 • Telephone Number Portability: Implementation of Interim Number
16 Portability ("INP") via Remote Call Forwarding ("RCF"), Direct
17 Inward Dial ("DID"), pass-through of terminating compensation of
18 INP traffic;
 - 19 • Access to, and Billing of, Third-Party Traffic;
- 20 Pursuant to the 1996 Act, areas of dispute can be arbitrated before the
21 state Commission. Ultimately, the agreement is filed with the state
22 Commission and approved.

1 MFS, prior to its merger with WorldCom, had initiated negotiations
2 with BellSouth in advance of enactment of the 1996 Act. It took a full year
3 from the initiation of the negotiations until an interconnection agreement
4 covering a number of issues was signed. Even then, a critical pricing issue
5 remained for the Commission to decide through the arbitration process. In
6 particular, the rate for unbundled loops was arbitrated before this
7 Commission.

8 **Q. PLEASE DESCRIBE BRIEFLY THE CO-CARRIER**
9 **IMPLEMENTATION PROCESS.**

10 **A.** The implementation of co-carrier arrangements with the ILEC generally
11 involves many, many details and individual activities. Following is a
12 synopsis of a few of the areas that a co-carrier must fully address:

- 13 • Establish joint procedures for interconnection, monitoring, testing,
14 ordering, data exchange and billing;
- 15 • Test all interconnection arrangements, as well as the procedures and
16 interfaces;
- 17 • Ensure full 911 integration through meetings with each municipal and
18 county 911 authority;
- 19 • Install and test unbundled loops and other UNEs as well as their
20 respective provisioning procedures;
- 21 • Coordinate joint ILEC/ALEC trials for items such as UNEs and INP
22 using “live” customer accounts within a specified cutover window;

- 1 • Secure NXX codes and file details in the Local Exchange Routing
2 Guide (“LERG”).

3 Each of these areas may take days to many months to complete and
4 many can be accomplished only following the completion of others. It is
5 absolutely essential to the new entrant that everything is in place, fully-tested
6 and operational when the ALEC begins to provide service to its first
7 customer in each service area. If the ALEC’s dialtone service is perceived
8 to be in any way deficient, then the enormous market advantage possessed by
9 the ILEC will prevail and the ALEC’s reputation may be so permanently
10 blemished as to inhibit its ability to capture more than a modest market share.

11 **Q. PLEASE DESCRIBE WHAT IS INVOLVED IN DEVELOPING AND**
12 **IMPLEMENTING THE CO-CARRIER BILLING PROCESS.**

13 **A.** Billing is an essential element of a co-carrier operation. Unless it works, it
14 can be the Achilles heel of competitive local service. To institute a co-carrier
15 billing process, WorldCom and the ILEC must take a number of steps such
16 as:

- 17 • Mutual determination of data exchange processes, methods,
18 procedures, transmission media, frequency, etc.
19 • Exchange of test tapes to validate completeness, timeliness and
20 accuracy.

- 1 • Mutual determination of billing percentages (“BIPs”), by route, to
2 ensure accurate meet-point billing (“MPB”) for IXC traffic (and the
3 filing of the BIPs in NECA’s wire center information tariff).
- 4 • Implementation of processes to render access bills to IXCs for their
5 traffic that originates from or terminates to the ALEC’s customers’
6 telephone numbers.
- 7 • Notification of the billing name and address information associated
8 with each IXC to enable the ALEC to notify each such IXC of the
9 ALEC’s presence in order to initiate the process to create procedures
10 for billing of the IXC’s traffic to and from the ALEC’s customers.
- 11 • Establishment of various billing factors/percentages such as the
12 percent local usage (“PLU”) that are needed when actual call records
13 are not available.
- 14 • Implement processes to render bills to each other for reciprocal
15 compensation.
- 16 • Establish and implement processes and procedures for INP to ensure
17 that the ALEC is properly compensated for calls that terminate to its
18 customers which retain the ILEC telephone numbers.
- 19 • Share, properly record and correctly apply tax exemption information
20 (certificates) in order to collect tax only where appropriate.

21 The ALEC must perform such activities concurrently with the
22 development and deployment of its end-user billing system(s). This

1 significant step includes full system testing once the data feeds are
2 established. While the establishment of billing systems, procedures and
3 processes is obviously complex, the decisions and agreements on who gets
4 billed for what and who pays for what must be individually addressed for a
5 large number of different call types.

6 As is evident here, an enormous effort takes place before the very first
7 ALEC dialtone customer can be served, and the process does not stop there.
8 Not to overstate this point, but it requires emphasis, unless WorldCom and
9 the ILEC get the processes working correctly, WorldCom will be out of the
10 marketplace before we can even start.

11 **Q. ARE THE STEPS NECESSARY TO ENTER THE LOCAL**
12 **EXCHANGE MARKET SIMILAR TO THE STEPS NECESSARY TO**
13 **ENTER THE LONG DISTANCE MARKET?**

14 **A.** No. The ALEC-implementation effort to enter the local exchange market is
15 very different from the industry-wide process to enter the long distance
16 market. For long-distance entry, ILECs such as BellSouth need only to
17 follow the pre-existing steps to purchase and implement components that are
18 often already available through multiple long-distance suppliers. This
19 relative ease of entry in the long-distance market is highlighted by GTE's
20 well-publicized success in serving more than one million long distance
21 customers in its initial year in the long distance business. My experience in
22 implementing local exchange service convinces me that it is impossible for

1 anywhere near the same number of local service customers to be served by
2 any one ALEC, or even all ALECs combined, in the same amount of time.
3 The complexity of entering the local exchange market, and the reliance that
4 all ALECs have on the ILECs' networks, processes and systems, creates a
5 much bigger challenge for the ALECs than that faced by BellSouth in
6 entering the already-competitive long distance market. Hence, a pivotal
7 component of effective ALEC entry includes the ILECs' performance, not
8 just the performance of the ALEC. Therefore, the availability of meaningful
9 competitive local-service choices for consumers also depends on the
10 performance of BellSouth and the other ILECs.

11 **III. FLORIDA INTERCONNECTION DIFFICULTIES (ISSUE**
12 **8(a)).**

13 **Q. HAS WORLDCOM EXPERIENCED ANY PROBLEMS IN ITS**
14 **EFFORTS TO IMPLEMENT LOCAL COMPETITION IN FLORIDA?**

15 **A.** Yes. A year ago, WorldCom was before the Commission arbitrating
16 interconnection issues with BellSouth. A year seems an appropriate measure.
17 It took WorldCom a year to get an interconnection agreement with BellSouth,
18 now we have approximately a year's experience under that interconnection
19 agreement. Although, WorldCom's experience in Florida is limited because
20 it has not yet provided service using BellSouth unbundled loops in Florida,
21 WorldCom has already experienced difficulty in implementing local
22 competition in Florida. A recent example involves WorldCom's efforts to

1 implement 911 call completion arrangements in and near Miami. Despite the
2 precedents established in other market areas, whereby single sets of facilities
3 are established from the ALEC for 911 traffic, WorldCom has been forced
4 to re-design and overbuild its trunking from WorldCom's switch site to
5 BellSouth's tandem office due to BellSouth's 911 system design. Needless
6 to say, WorldCom has incurred significant expense to interconnect to
7 BellSouth's 911 network to ensure the safety of WorldCom's customers.
8 While the intent of those who established the pre-existing 911 network seems
9 to be good, the design that was employed is simply not conducive to
10 interconnection to ALECs. The need for WorldCom to redesign its network
11 demonstrates the additional network costs ALECs incur, as they enter the
12 local market.

13 **IV. INTERCONNECTION DIFFICULTIES IN OTHER BELLSOUTH**
14 **STATES.**

15 **Q. HAS MFS EXPERIENCED INTERCONNECTION DIFFICULTIES IN**
16 **OTHER BELLSOUTH STATES IN WHICH IT HAS MORE**
17 **EXPERIENCE?**

18 **A.** Yes, in Georgia, MFS has had difficulty obtaining coordinated cutovers of
19 customers.

20 **Q. WHAT IS THE COMPETITIVE IMPACT IF BELLSOUTH DOES**
21 **NOT PROVIDE MFS WITH SMOOTH COORDINATED**
22 **CUTOVERS?**

1 A. The unbundled loop conversion process requires careful coordination by the
2 ILEC and the ALEC technicians in order to meet customers' due dates and
3 avoid service down times. When such problematic conversions are
4 encountered, there is a significant risk that WorldCom's new customer will
5 lose confidence in WorldCom and switch back to the ILEC's service.

6 One such type of coordination problem that has serious implications
7 to WorldCom involves the pre-arranged dispatch of ILEC technicians to
8 customers' premises. Customers typically request that service conversions
9 take place after business hours. In its efforts to accommodate such a
10 customer request and win a new customer, WorldCom frequently schedules
11 appointments with the ILEC for which it must pay premium or overtime
12 labor rates to the ILEC. When the ILEC technician for any reason other than
13 a customer-initiated change does not show up as originally scheduled, the
14 whole point of the early scheduling procedure - to ensure that WorldCom's
15 customer does not lose service during business hours - is lost. Unfortunately,
16 our experience has been that it is not an unusual occurrence for the scheduled
17 conversion to be missed or delayed.

18 Obviously, WorldCom and BellSouth will have to work together to
19 accomplish the task of converting a customer from BellSouth's local
20 exchange service to WorldCom's service and eventually vice versa. When
21 an ILEC performs poorly in this conversion effort, however, it is WorldCom
22 that suffers the consequences in the competitive marketplace. Following are

1 some of the repercussions to a ALEC when the ILEC's conversion
2 performance is poor:

- 3 • WorldCom is forced to incur additional costs for rework.
- 4 • WorldCom is forced to pay its own employees and subcontractors for
5 time spent waiting for ILEC technicians when those technicians do
6 not honor scheduled conversion dates and times.
- 7 • WorldCom's credibility with its new base of customers is damaged,
8 and that, in turn, affects WorldCom's overall reputation in the
9 marketplace that it is trying to enter.
- 10 • WorldCom is forced to incur additional costs in the form of billing
11 adjustments to customers in order to attract customers or, when
12 something goes wrong, to preserve WorldCom's goodwill.

13 **Q. DOES WORLDCOM EXPERIENCE PROBLEMS BEING**
14 **COMPENSATED FOR REMOTE CALL FORWARDED ("RCF")**
15 **CALLS?**

16 **A.** Yes. Under the current RCF technology, WorldCom would be under-
17 compensated for calls other than true local calls, e.g., under-compensated for
18 toll calls. This is because the call record that WorldCom ultimately receives
19 on any call to an INP number is that associated with the forwarded local call
20 from the ILEC end office rather than the record that reflects the actual
21 origination point of the call - a record that is lost when the remote call
22 forwarding occurs.

1 **V. NONDISCRIMINATORY OSS ACCESS (ISSUES 3 & 15).**

2 **Q. HAS BELLSOUTH ACHIEVED PARITY IN THE ACCESS THAT IT**
3 **HAS BEGUN TO PROVIDE TO ALECS FOR EACH OF ITS**
4 **OPERATIONS SUPPORT SYSTEMS?**

5 **A.** Clearly it has not. WorldCom, like most if not all other ALECs, is still in the
6 very early stages of establishing its local service operation here in Florida.
7 Experience with BellSouth's current OSS interface arrangements has, to date,
8 been minimal. In order for BellSouth to prove that it has provided access to
9 OSS that is at least equal to that which it provides to itself, it must produce
10 empirical measurement data that are independently verifiable and that reflect
11 results indicating parity. Such a demonstration by BellSouth is crucial to
12 ensure that the new entrants are not placed in a position of "perpetual
13 inferiority" to BellSouth. Further, such a demonstration cannot be limited to
14 just OSS access, but must also include certain other quality measures.

15 **Q. PLEASE DESCRIBE THE LIMITATIONS IN BELLSOUTH'S**
16 **ELECTRONIC ORDERING INTERFACE.**

17 **A.** BellSouth's electronic interface Local Exchange Navigation System
18 ("LENS"), appears to be designed only for preordering functions for resold
19 BellSouth services, although BellSouth erroneously claims that it can support
20 unbundled network element and interim number portability ordering. In
21 addition, the functions that LENS appears to be able to perform are virtually
22 useless for MFS' business customers.

1 **Q. CAN LENS BE USED FOR ORDERING ALL RESOLD SERVICES**
2 **AND UNBUNDLED NETWORK ELEMENTS?**

3 **A.** No. For example, as shown in the e-mail message from BellSouth to MFS
4 dated May 5, 1997 and included as Exhibit RWM-1, BellSouth's LENS
5 training is limited to resale services until late 1997. Even if it could,
6 BellSouth apparently has no plans to train ALECs how to use LENS for this
7 functions related to unbundled elements. The unavailability of LENS for
8 unbundled network element ordering coupled with the fact that LENS is a
9 non-standard interface to begin with, shows that there definitely cannot be
10 parity as BellSouth may allege. Also, the EDI interface that BellSouth is now
11 emphasizing does not meet our needs due to the fact it is not mechanized.

12 **Q. WHY DO YOU BELIEVE THAT BELL SOUTH CANNOT**
13 **DEMONSTRATE THAT IT PROVIDES ALECS WITH OSS ACCESS**
14 **AT PARITY WITH THAT ACCESS IT PROVIDES ITSELF?**

15 **A.** I believe this for the simple reason that BellSouth cannot produce any
16 measurement data demonstrating parity.

17 **Q. WHAT ARE THE MEASUREMENT DATA TO WHICH YOU**
18 **REFER?**

19 **A.** I am referring to statistically-valid measurement data that are necessary for
20 BellSouth to demonstrate that the performance levels of the OSS access and
21 unbundled network elements ("UNEs") that it provides to ALECs are
22 nondiscriminatory and at parity with the OSS access and service that

1 BellSouth provides to itself and its customers. Several very obvious
2 examples of such measurement data would be: 1) the average time for
3 BellSouth to install unbundled loops for an ALEC compared to the average
4 time that it provides loops to itself for its own customers, 2) the Mean Time
5 to Repair (MTTR) for ALEC-purchased resale arrangements compared to the
6 MTTR for BellSouth's own retail customer services, 3) the cycle (i.e.,
7 interval) time for each type of ALEC transaction compared to BellSouth's
8 own and 4) the system availability time for ALECs compared to that which
9 BellSouth provides to itself.

10 **Q. IS IT APPROPRIATE FOR BELL SOUTH TO PROVIDE SERVICE**
11 **QUALITY AND PARITY MEASUREMENT DATA THAT ARE NOT**
12 **SET FORTH IN THE INTERCONNECTION AGREEMENTS THAT**
13 **BELL SOUTH HAS ENTERED INTO WITH WORLDCOM AND THE**
14 **OTHER ALECS?**

15 **A.** It is not only appropriate, it is crucial that BellSouth provide statistically-
16 valid empirical measurement data that actually demonstrates its compliance
17 with the nondiscrimination and parity requirements.

18 **Q. WHY ARE SUCH MEASUREMENT DATA CRITICALLY**
19 **IMPORTANT IN THIS PROCEEDING?**

20 **A.** Statistically-valid empirical measurement data such as those that I describe
21 are necessary for BellSouth to demonstrate compliance with the requirement
22 that it provide nondiscriminatory access to competing carriers. It is simply

1 not possible for BellSouth or any other ILEC to demonstrate compliance
2 without such empirical data. Further, the permanent elimination of the
3 incentive that Section 271 provides to BellSouth prior to a demonstration by
4 BellSouth, based on such empirical data, of parity and nondiscrimination in
5 its provision of OSS access and UNEs dramatically increases the likelihood
6 that telephone service competition will be inhibited in Florida.

7 **Q. HAS BELL SOUTH PROVIDED SERVICE QUALITY AND PARITY**
8 **MEASUREMENT DATA SUFFICIENT TO ACTUALLY**
9 **DETERMINE NONDISCRIMINATORY ACCESS AND PARITY IN**
10 **THIS PROCEEDING?**

11 **A.** No.

12 **Q. IS THERE A LIST OF PERFORMANCE MEASUREMENTS FROM**
13 **WHICH THIS COMMISSION SHOULD DRAW IN ORDER TO**
14 **ENSURE THAT BELL SOUTH PROVIDES NONDISCRIMINATORY**
15 **OSS ACCESS AT PARITY?**

16 **A.** Yes. The Local Competition Users Group ("LCUG") has devised a proposed
17 list of Service Quality Measurements ("SQM") that should be used by this
18 Commission for this purpose. The most recent SQM document is attached
19 as Exhibit RWM-2. These are the same measures that LCI and Comptel have
20 proposed that the FCC use as the basis for a rulemaking proceeding regarding
21 nationwide OSS performance standards. The FCC currently is considering
22 the proposal.

1 **Q. ARE YOU SUGGESTING THAT ALL INDIVIDUAL**
2 **MEASUREMENTS INCLUDED IN THE LCUG SQM DOCUMENT**
3 **BE USED IN ASSESSING BELL SOUTH'S COMPLIANCE WITH**
4 **THE NONDISCRIMINATION AND PARITY REQUIREMENTS?**

5 **A.** No, however I am suggesting that BellSouth provide sufficient empirical data
6 comparisons associated with all of the categories included in the LCUG SQM
7 document, as well as any other data deemed necessary by this Commission,
8 for BellSouth to demonstrate its compliance and I emphasize that such data
9 must be demonstrably statistically valid and verifiable.

10 **VI. CONCLUSION.**

11 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

12 **A.** New competitive entrants are in many significant ways dependent on
13 BellSouth in order to succeed. Until BellSouth can demonstrate that it has
14 met each element of the Section 271 checklist, it cannot qualify for long
15 distance authority. This includes the provisioning of all lines and the
16 platform. Moreover, the Commission can have no comfort that BellSouth
17 actually provides nondiscriminatory OSS access until BellSouth
18 demonstrates through the use of empirical measurement data that such access
19 is truly available at parity with that access that BellSouth provides to itself.
20 If Section 271 authority is granted before BellSouth makes such a satisfactory
21 demonstration, there is a far greater chance that telephone service competition
22 in Florida will be inhibited. BellSouth cannot yet satisfy all the preconditions

1 to Section 271 authority. Therefore, the Commission should recommend to
2 the FCC that the BellSouth 271 application be denied.

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

4 **A. Yes.**

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

2 **A. The purpose of my testimony is to respond to the direct testimony filed on**
3 **behalf of BellSouth Telecommunications, Inc. ("BST") and others in this**
4 **docket. As I discussed in my direct testimony, BST cannot yet show that it**
5 **meets all the preconditions of Section 271 authority to provide interLATA**
6 **long distance service.**

7 **Q. DO YOU AGREE WITH BST WITNESS SCHEYE WHO, IN HIS**
8 **DIRECT TESTIMONY IN THIS PROCEEDING, ALLEGES THAT**
9 **BST HAS MET THE REQUIREMENTS OF SECTION 252 (f) AND**
10 **HAS FULLY IMPLEMENTED EACH OF THE CHECKLIST ITEMS**
11 **OF THE TELECOMMUNICATIONS ACT OF 1996?**

12 **A. Definitely not. Despite BST Witness Scheye's claims for each of the**
13 **fourteen Section 271 checklist items, the record in this proceeding reflects the**
14 **substantial lack of empirical data that are needed in order for BST to**
15 **demonstrate parity and show compliance. The testimony of the new entrants**
16 **which have begun to operate in Florida strongly and unanimously reflects**
17 **numerous deficiencies in the Operations Support System ("OSS") interfaces**
18 **that BST has introduced.**

19 **I. BST CANNOT DEMONSTRATE THAT IT OFFERS ALECS OSS**
20 **ACCESS AT PARITY WITH THAT ACCESS BST PROVIDES TO**
21 **ITSELF (ISSUE 3)**

1 **Q. ARE THE OSS PERFORMANCE TARGETS AND MEASUREMENTS**
2 **THAT BST WITNESS STACY IDENTIFIED IN HIS DIRECT**
3 **TESTIMONY SUFFICIENT FOR THIS COMMISSION TO**
4 **DETERMINE THAT BST IS PROVIDING TO ALECS ACCESS AT**
5 **PARITY WITH THAT WHICH IT PROVIDES TO ITSELF?**

6 **A. No. *First*, OSS performance targets and measurements that are set in**
7 isolation of the measurements for the interconnection and access that BST
8 provides to itself are of no value in attempting to demonstrate parity. The
9 BST targets can only be useful in determining parity if they are based on
10 actual BST results, which they do not appear to be. *Second*, the
11 measurements must compare the performance of the OSS interfaces that BST
12 provides to ALECs to the performance of the interfaces that it provides to
13 itself and BST must add other key measurements to those that BST has listed
14 in order to demonstrate parity (such as the other measurements included in
15 the LCUG SQM attachment to my Direct Testimony in this proceeding).
16 *Third*, the data must be independently verifiable and shown to be statistically
17 valid. WorldCom's recent experiences with BST unbundled loops in Georgia
18 have not been nearly as good as the results shown in BST Witness Stacy's
19 exhibits, raising questions of data validity. And the same BST exhibit data
20 are also at odds with experiences cited by others such as MCI Witness
21 Martinez whose Direct Testimony in this case reflects an average six-day
22 processing time for BST to complete resale orders in Florida. (P. 51, L. 10).

1 **Q. IS BST PROVIDING NONDISCRIMINATORY ACCESS TO ITS EDI**
2 **INTERFACE?**

3 **A. No. Based on the record in this proceeding, it is quite obvious that the way**
4 **WorldCom and other ALECs are ordering services is not at parity with the**
5 **way BST provides service to its own customers. BST Witness Calhoun**
6 **states ALECs can use the EDI system because that is the industry standard**
7 **and that would provide a non-discriminatory means of ordering. However,**
8 **it is WorldCom's understanding that the EDI system that has been proposed**
9 **by BST is not fully mechanized. Even though the format is industry standard,**
10 **by the time its gets to BellSouth it still has to be manually re-entered into the**
11 **BST system. Therefore, BST's EDI interface cannot be considered**
12 **nondiscriminatory. Until we have access to fully mechanized OSS interfaces,**
13 **I do not believe we will be at parity with BST systems.**

14 **II. BST CHARGES FOR OSS ACCESS ARE NOT COST BASED (ISSUE**
15 **3)**

16 **Q. DOES BST SEEK TO CHARGE ALECS FOR DAILY USAGE**
17 **RECORDS?**

18 **A. Yes. BST's draft Statement of Generally Available Terms and Conditions**
19 **("SGAT"), found appended to BST Witness Scheye's testimony at Exhibit**
20 **RCS-1, Attachment A, page 4 lists per message charges for daily usage**
21 **charges. BST's pursuit of charges for daily usage records is consistent with**
22 **its practice of demanding that Florida ALECs execute separate contracts,**

1 apart from interconnection agreements, to establish Daily Usage File Service
2 and to charge for that service. It is also consistent with BST Witness
3 Scheye's testimony at the Georgia Commission in Docket No. 6863-U in
4 support of BST's compliance with the Section 271 checklist in that state. In
5 Georgia, Mr. Scheye testified that BST intends to recover OSS costs directly
6 from the ALECs that use OSS with recurring and non-recurring charges, as
7 well as per transaction charges.

8 **Q. DOES WORLDCOM OBJECT TO CHARGES FOR DAILY USAGE**
9 **RECORDS?**

10 **A.** Yes. The FCC has ruled that OSS constitutes a network element that
11 incumbents like BST must unbundle. Of course, the Telecommunications
12 Act of 1996 mandates that unbundled network elements be priced at cost.
13 Placing the costs for BST's own OSS interfaces squarely on ALECs does not
14 comply with the 1996 Act, risks providing BST with an impermissible double
15 recovery, and represents a barrier to entry.

16 As AT&T Witness Bradbury testified (P. 92, L.4), neither ALECs nor
17 the Commission can determine whether BST daily usage record charges are
18 based on cost in conformity with the 1996 Act. In addition, It is not at all
19 clear that an element of OSS cost recovery is not inherent in the permanent
20 unbundled network element rates and wholesale resale discounts that the
21 Commission has already set. If there is, BST is asking for double recovery.
22 Such excessive charges pose a barrier to entry to Florida ALECs.

1 **III. BST HAS DELAYED ALEC ENTRY THROUGH FAILURE TO**
2 **IMPLEMENT INTERCONNECTION AGREEMENTS**

3 **Q. DO YOU AGREE WITH THE CHARACTERIZATION BY AT&T**
4 **WITNESS HAMMAN THAT BST HAS “DRAGGED OUT THE**
5 **DISCUSSIONS” ON MATTERS THAT DELAY ALEC MARKET**
6 **ENTRY? (P. 20, L. 7)**

7 **A. Yes. Like AT&T, WorldCom has experienced difficulties in implementing**
8 portions of its interconnection agreement because those BST personnel in
9 charge of implementation either are not aware of what BST agreed to provide
10 to WorldCom, or they misinterpreted BST obligations under the agreement.
11 The most recent example of this situation involves WorldCom’s efforts to
12 achieve a “blended,” i.e., composite, rate in lieu of the application of separate
13 rates for local, intrastate access and interstate access.

14 The use of blended rates that are computed based on rates set forth in
15 interconnection agreements and tariffs and based on agreed-upon mixes of
16 traffic types (e.g., local traffic, intrastate access traffic, interstate access
17 traffic) has become generally accepted in the industry as an efficient way of
18 billing for such traffic and of overcoming current billing system and data-
19 reporting deficiencies. BST personnel involved in numerous conference calls
20 and meetings with WorldCom helped devise a plan to implement a blended
21 rate. Once it came time to implement this provision, BST personnel who
22 were not involved in the interconnection agreement negotiations refused to

1 proceed with the use of a blended rate, stating that such a rate scheme is not
2 permitted by the Interconnection Agreement. Additionally, BST has recently
3 cited systems limitations as a reason for not proceeding with the use of a
4 blended rate. The effect is to force a re-start of WorldCom's efforts to
5 establish the billing process for such traffic, resulting in delay and duplicative
6 effort. As AT&T Witness Hamman testified, AT&T's experience on this
7 issue is similar. (PP. 19-20)

8 **Q. HAS WORLDCOM EXPERIENCED BST SERVICE**
9 **INTERRUPTIONS AS DESCRIBED BY SPRINT WITNESS CLOSZ**
10 **IN HER TESTIMONY? (P. 25, L.10)**

11 **A.** As stated previously, WorldCom is not yet fully operational in Florida and
12 therefore has had limited experiences with BST here. However, WorldCom
13 has experienced local service problems with BST in Georgia. Specifically,
14 BST had recently begun to block the vast majority of our customers' calls to
15 800 and 888 telephone numbers (all such calls except those for which
16 WorldCom is the Resporg. were blocked by BST). This continued for more
17 than twenty-four hours. A BST supervisor in its Access Customer Advocacy
18 Center ("ACAC") organization went so far as to inform WorldCom that he
19 was instructed not to open a trouble ticket in order to eliminate the BST-
20 imposed block on the 800 and 888 calls because, according to him, BST
21 personnel had suddenly interpreted our interconnection agreement as not
22 allowing the completion of such calls. As a result, WorldCom had to

1 continue to divert its resources to escalations within BST. Ultimately BST
2 acknowledged that its personnel had inappropriately put in place the block
3 and finally removed it. But this was not before WorldCom's customers had
4 been exposed for more than a day to problems that appeared to them to be in
5 WorldCom's network. As stated in my Direct Testimony in this proceeding,
6 such events can be very damaging to a new entrant and can affect its ability
7 to build and retain a customer base.

8 **IV. BST'S PROPOSED CHARGE FOR RECOMBINED NETWORK**
9 **ELEMENTS VIOLATES THE 1996 ACT (ISSUES 3 & 15)**

10 **Q. IS BST'S SGAT PRICING PROPOSAL WITH RESPECT TO**
11 **RECOMBINED BST NETWORK ELEMENTS CONSISTENT WITH**
12 **THE 1996 ACT?**

13 **A.** On page 9 of BST's draft SGAT, Exhibit RCS-1, BST proposes to charge
14 ALECs recombining BST unbundled network element to recreate BST retail
15 service the BST retail price for the service less the wholesale discount. While
16 I am not a lawyer, I understand that the Eighth Circuit's recent review of the
17 FCC's interconnection rules confirms that ALECs are entitled to provide
18 finished telecommunications services entirely through the use of unbundled
19 elements. Consequently, the price of the individual unbundled elements that
20 ALECs may choose to recombine must be based on cost, rather than based
21 on the retail rate for the service minus the wholesale discount.

22 **IV. CONCLUSION**

1 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

2 **A.** As is reflected in the Direct Testimony of the ALECs, new competitive
3 entrants are in many significant ways dependent on BST in order to succeed.
4 For most such dependencies, the failures and poor performance of BST for
5 the interconnection circuits and services that it provides for the ALEC will
6 be viewed by the ALEC's customers as the failures and poor performance of
7 the ALEC instead. BST continues to control access to the vast majority of
8 Florida local telephone service consumers within the areas that it serves.
9 WorldCom and other ALECs will be severely disadvantaged, and even
10 precluded altogether, from effectively competing against BST if BST does
11 not fully deliver access to operations support system functions that BST
12 provides to itself. BST must demonstrate through the use of empirical
13 measurement data that such access is truly available on a nondiscriminatory
14 basis and that its interfaces have achieved parity before the incentive that
15 Section 271 provides is forever removed. BST has still not provided the
16 critically-important empirical measurement data that are needed for such a
17 determination. If Section 271 authority is granted before BST makes such a
18 demonstration, which it has not and currently cannot, there is a far greater
19 chance that telephone service competition in Florida will be inhibited.

20 WorldCom has been working diligently to roll out facilities-based
21 local exchange service in Florida. As I mentioned previously, however,
22 WorldCom does not yet have enough experience in Florida to comment on

1 BST's compliance with every element of the Section 271 checklist. As I
2 stated in my Direct Testimony at page 2, BST must affirmatively comply
3 with every element of that checklist. Based on the checklist items with which
4 WorldCom has experience, our view is that BST cannot yet satisfy all the
5 preconditions to Section 271 authority. WorldCom urges the Commission
6 to consider these BST deficiencies when it is called upon to make a
7 recommendation to the FCC on a future BST Section 271 application.

8 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

9 **A. Yes.**

1 BY MR. SELF:

2 Q Now, Mr. Ball, attached to your prefiled direct
3 testimony are there two exhibits that have been identified
4 as RWM-1 and RWM-2?

5 A Yes.

6 Q And do you have any changes or corrections to
7 these exhibits?

8 A No.

9 MR. SELF: Chairman Johnson, if we could get an
10 exhibit number for this. I believe the next one is 115.

11 CHAIRMAN JOHNSON: It will be identified as
12 Composite Exhibit 115.

13 (Composite Exhibit Number 115 marked for
14 identification.)

15 BY MR. SELF:

16 Q Mr. Ball, do you have a brief summary of your
17 testimony?

18 A Yes, I do. I'm here to explain WorldCom's
19 position on BellSouth's compliance with Section 271 of the
20 Telecommunications Act based upon WorldCom's real world
21 experience in negotiating and implementing interconnection
22 agreements with BellSouth.

23 As a general matter, BellSouth has not met its
24 burden of proof of demonstrating that it is providing the
25 items on the competitive checklist in a nondiscriminatory

1 manner consistent with the act. MFS, WorldCom's subsidiary,
2 entered into voluntarily negotiated agreements with
3 BellSouth for Florida and Georgia over a year ago. Since
4 that time, WorldCom has experienced delays, disruptions, and
5 disputes with BellSouth as we have attempted to begin
6 providing facilities-based local exchange service in both
7 states.

8 WorldCom believes that many of these problems are
9 a symptom of the lack of processes, procedures, and training
10 on BellSouth's part relative to the terms of our agreements.
11 The following are four key issues that represent BellSouth's
12 failure to adequately implement our interconnection
13 agreements: First, for interconnection, WorldCom has
14 experienced repeated delays in establishing collocation
15 arrangements and configuring these arrangements to utilize
16 unbundled loops. These delays have forced WorldCom to
17 postpone the offering of our service in Florida.

18 Second, for nondiscriminatory access to network
19 elements, it has been MFS's and WorldCom's experience in
20 Georgia that BellSouth has only been able to install two to
21 three unbundled loop orders per central office per day.
22 Clearly this has limited the number of customers that we
23 have been able to install in Georgia. We have no experience
24 yet in Florida. Additionally, WorldCom has experienced
25 difficulties in coordinating the transfer of customers from

1 BellSouth's service to WorldCom's, and that is also in
2 Georgia.

3 Third, for reciprocal compensation WorldCom is
4 currently experiencing two significant disputes with
5 BellSouth regarding WorldCom's ability to receive
6 compensation for terminating calls. The first relates to
7 WorldCom's current inability to receive payment for
8 interLATA calls that are terminated to WorldCom through
9 BellSouth provided interim number portability.

10 The interconnection agreement between BellSouth
11 and MFS, which is WorldCom's subsidiary, provides that all
12 access revenue that is charged by BellSouth will be flowed
13 through to WorldCom, who is actually providing the end user
14 service. We have been unable to resolve this issue and have
15 not received any compensation, despite having traffic in
16 Georgia for eight to nine months.

17 The second reciprocal compensation issue relates
18 to BellSouth's unilateral attempt to begin withholding
19 compensation for calls that -- calls to WorldCom's local
20 exchange customers that happen to be Internet service
21 providers despite BellSouth's contractual agreement to
22 compensate WorldCom for such calls. WorldCom views
23 BellSouth's recent actions as a breach of our
24 interconnection agreement.

25 Finally, the current operational support systems

1 being provided for placing orders for unbundled network
2 elements are deficient. In spite of all the demonstrations
3 that have been provided by BellSouth, WorldCom is still
4 currently ordering such items as interim number portability,
5 directory listings, and 911 service through a fax machine.

6 In summary, BellSouth's application is nothing
7 more than a paper promise to improve its current deficient
8 performance and to provide nondiscriminatory access to its
9 systems. In the Ameritech order, the FCC said paper
10 promises do not and cannot satisfy a BOC's burden of proof.
11 Based upon WorldCom's real world experience with the paper
12 promise of BellSouth's interconnection agreements, we urge
13 the Commission to adopt the same position. And that
14 concludes my summary.

15 MR. SELF: Thank you, Madam Chairman. The
16 witness is available for cross examination.

17 MS. CULPEPPER: Chairman Johnson, staff asks that
18 the exhibits be marked at this time. We ask that Exhibit
19 RWM-3, which is the deposition transcript, deposition
20 exhibits, and errata sheet from Mr. McCausland's deposition
21 be marked as exhibit -- I believe the next one is 116.

22 CHAIRMAN JOHNSON: It will be marked as 116.

23 MS. CULPEPPER: And we ask that Exhibit RWM-4,
24 which are WorldCom's responses to staff's interrogatories,
25 be marked as Exhibit 117.

1 CHAIRMAN JOHNSON: It will be marked as 117.

2 (Exhibit Numbers 116 and 117 marked for
3 identification.)

4 MS. CULPEPPER: Thank you.

5 CROSS EXAMINATION

6 BY MS. WHITE:

7 Q Mr. Ball, my name is Nancy White, and I represent
8 BellSouth Telecommunications. WorldCom owns MFS of Florida,
9 Incorporated and MFS Intelenet of Florida, is that correct?

10 A Yes.

11 Q And these are two separate companies that are
12 certificated as ALECs in the State of Florida?

13 A They are two subsidiaries, yes, separate
14 subsidiary currently.

15 Q And they are both certificated as ALECs in
16 Florida?

17 A Yes.

18 Q Now, what services does MFS of Florida,
19 Incorporated provide in Florida?

20 A Well, currently the only services that are being
21 provided in Florida are dedicated transport services.

22 Q And that's true for MFS of Florida, Incorporated
23 and MFS Intelenet of Florida?

24 A MFS Intelenet may also be providing some shared
25 tenant services.

1 Q Okay. Now, can you tell me where the dedicated
2 services being provided by -- and I will just call both of
3 them MFS for clarification sake -- but where is that being
4 provided in Florida?

5 A We currently operate networks in Miami, Orlando,
6 and Tampa.

7 Q And that dedicated service would be provided
8 almost exclusively to business customers?

9 A Yes. And carriers, as well.

10 Q Okay. Now, the dedicated services, are they
11 provided by MFS over MFS's facilities?

12 A Yes, for the most part, and also in conjunction
13 with BellSouth's facilities through collocation
14 arrangements.

15 Q Okay. What about the shared tenant services that
16 MFS provides, where does MFS provide those services?

17 A I'm not quite sure. I would imagine in the Miami
18 area, but I'm not quite sure.

19 Q And would that be to residential customers,
20 business customers, or both?

21 A I'm not actually sure.

22 Q Okay. Do you know whether that shared tenant
23 service is being provided over MFS's facilities?

24 A I don't believe it is.

25 Q How is it being provided, do you know?

1 A Most likely by leased facilities from BellSouth.

2 Q Leased facilities in the sense of unbundled
3 network elements or resale services?

4 A Really just leasing trunks from BellSouth out of
5 their tariff. I wouldn't call those unbundled elements.

6 Q But you are not reselling --

7 A It's basically there is a service BellSouth
8 offers to shared tenant service providers. It goes way
9 back.

10 Q Okay. BellSouth has an interconnection agreement
11 with both MFS companies in Florida, does it not?

12 A Well, there is an interconnection agreement with
13 MFS Communications Company.

14 Q Okay. Does MFS Communications Company own MFS of
15 Florida, Inc, and MFS Intelenet of Florida?

16 A Yes.

17 Q And then MFS Communications is owned by WorldCom?
18 to the best of your knowledge. I'm not looking for the
19 legal, I'm just trying to keep it straight who owns who.

20 A Yes, it's a single agreement that is intended to
21 apply to all of the operations in Florida.

22 Q Now, does MFS, either one of the MFS companies,
23 order any unbundled network elements from BellSouth in
24 Florida?

25 A We have not to date ordered any.

1 Q Okay. Has MFS ordered any resale services from
2 BellSouth in Florida?

3 A I believe we are in the middle of, I think, what
4 we call an alpha test, where we have ordered service to our
5 own office to see if the service works.

6 Q Okay. What kind of service was that, just
7 regular business?

8 A Basic business lines.

9 Q How did you order that, how did you place the
10 order for that service?

11 A Through a fax machine.

12 Q And where is that service being provided, where
13 in Florida?

14 A I'm not sure where this alpha test is being
15 provided, but I can tell you the areas where we are planning
16 to provide service.

17 Q Sure.

18 A If that helps. Based on our tariff, we are
19 planning to provide service in Miami, Fort Lauderdale,
20 Jacksonville, Orlando, and West Palm Beach. And that is via
21 resale, that's not facilities-based.

22 Q That's 100 percent resale?

23 A Yes.

24 Q When do you intend to provide service in all of
25 those cities?

1 A Excuse me?

2 Q When do you intend --

3 A When do I tend.

4 Q My accent is getting too thick. You can tell I'm
5 getting tired. When, W-H-E-N, do you intend to provide
6 services in those cities in Florida on a resale basis?

7 A On a resale basis?

8 Q Yes.

9 A Once we have concluded what we call our alpha and
10 our beta tests.

11 Q Will those be business services, residential, or
12 both?

13 A Business.

14 Q Now, does MFS have any switches in Florida?

15 A Yes. We have an operational switch in Miami and
16 we are also installing two other switches.

17 Q And where are those going to be installed?

18 A One in Orlando and one in Tampa.

19 Q And will MFS serve customers over that switch
20 exclusively through its own facilities?

21 A Well, we will primarily be leasing BellSouth's
22 unbundled loops and connecting those loops to our switches.

23 Q Okay. So you will serve customers with a
24 combination of MFS facilities and BellSouth facilities?

25 A Yes.

1 Q Now, does MFS intend to serve residential
2 customers in any manner in Florida?

3 A We don't plan to market -- to market residential
4 services. MFS and WorldCom both target small and medium
5 business customers.

6 Q If a residential customer sees your ad in a
7 Florida paper and calls up and wants service from you, will
8 MFS provide service?

9 A If we have facilities available to provide
10 service to that customer, yes.

11 Q Now, on Page 18 of Mr. McCausland, now your
12 direct testimony, I believe it's Page 18, Lines 1 through
13 10, you are discussing BellSouth's 911 network, is that
14 right?

15 A Yes.

16 Q Now, in that testimony you state that it is
17 expensive to interconnect to BellSouth's 911 network because
18 of the network's design, is that a fair statement?

19 A Yes.

20 Q Now, is BellSouth requiring MFS to interconnect
21 with its 911 system any differently than BellSouth connects
22 to 911?

23 A I don't believe so.

24 Q Do you believe BellSouth should be required to
25 redesign its 911 network so that it is cheaper for ALECs to

1 interconnect?

2 A No. And I don't believe that was the purpose of
3 that piece of the testimony.

4 Q Now, on Pages 18 to 20 of your direct testimony
5 you describe problems with cutovers and with remote call
6 forwarding. Did those problems occur in Florida?

7 A No. Like I said, we haven't yet begun ordering
8 these services, because we haven't gotten all the
9 collocation things together yet.

10 Q Now, I understand that you are not actually
11 operating as a local exchange company in Florida today.
12 Does MFS use LENS for preordering in Georgia?

13 A No.

14 Q Does MFS intend to use LENS for preordering in
15 Florida?

16 A It was my understanding that we are currently
17 evaluating LENS to determine whether we will use it. If we
18 do use it, we would use it for both Georgia and Florida.

19 Q Okay. Does MFS use EDI for ordering in Georgia?

20 A For ordering --

21 Q Ordering services or elements in Georgia?

22 A No.

23 Q Does it intend to use EDI for ordering services
24 or elements in Florida?

25 A Well, our plan is to eventually establish an

1 industry standard fully mechanized EDI platform. That's our
2 goal.

3 Q Well, EDI is the industry standard, isn't that
4 correct?

5 A Yes.

6 Q Now, does MFS use EXACT for ordering in Georgia?

7 A Yes. EXACT is the system that long distance
8 carriers use to order access service. We currently worked
9 it out with BellSouth where we also order unbundled loops
10 through the EXACT system. The way we do that is basically
11 we add in a comment field the types of characteristics that
12 go with the order and so on, and someone on BellSouth's side
13 then reads that and reenters it into their system.

14 Q Does MFS use TAFI for maintenance and repair in
15 Georgia?

16 A Not to my knowledge.

17 Q Does MFS intend to use TAFI for repair and
18 maintenance in Florida?

19 A I do not know.

20 Q What about the electronic bonding trouble
21 reporting interface, does MFS use that in Georgia?

22 A No.

23 Q Now, in Mr. McCausland's deposition -- do you
24 have that in front of you? On Pages 17 to 18 of that
25 deposition, he characterizes I believe it's -- I guess it's

1 Page 17, Lines 20 through 25, and Page 18, 1 through 11
2 would be the complete question and answer. Have you had a
3 chance to look at that?

4 A Yes, I'm there.

5 Q Now, essentially what he is characterizing EDI as
6 a transmission of batch information, is that correct?

7 A Yes.

8 Q Do you know whether orders can be sent over EDI
9 immediately or transmitted through batches?

10 A Which EDI system are you talking about?

11 Q Well, let's take EDI-PC.

12 A My understanding of that is that it's not fully
13 mechanized for unbundled loops. Whether -- I guess if it is
14 whether the person on the other end pulls the information
15 off in the batch form or automatically, I don't know.

16 Q Well, let me try it this way. When Mr.
17 McCausland said that it was transmitted through batches,
18 what does that mean?

19 A That means that it collects data in chunks and
20 then transmits it to the other side in a chunk.

21 Q Okay. Now, were you here last week for Ms.
22 Calhoun's demonstration of EDI-PC?

23 A No.

24 Q So you don't know whether the orders can be sent
25 via EDI either immediately or put together in batches to

1 send?

2 A No. My main understanding on that is it's not
3 fully mechanized.

4 Q Now, do you believe parity means that there must
5 be absolutely no manual intervention?

6 A Well, if there is no manual intervention on
7 BellSouth's side then parity would require that there is no
8 manual intervention on our side.

9 Q Are you finished? I'm sorry, I didn't mean to
10 interrupt.

11 A Yes, I'm finished.

12 Q If BellSouth's retail operations require manual
13 intervention, then would MFS believe parity -- strike that.
14 Let me start over. If BellSouth's retail operations require
15 manual intervention, would it be parity if MFS had to accept
16 manual intervention on those same processes?

17 A Well, if the end result is that the service that
18 we can provide using an unbundled loop, for example, we can
19 provide in the same manner that BellSouth does and the
20 manual intervention is the same, possibly. But just manual
21 -- there is a lot of different flavors of manual
22 intervention.

23 Q Okay. I'm too tired to think of an example. If
24 in order to place -- and let's try this as a hypothetical.
25 If in order to place an order for a specific kind of service

1 BellSouth has to do that manually, there is no -- there is
2 no mechanized preordering, gathering of information, they
3 have to gather information on a manual basis and then input
4 it into an ordering interface. If that is the way BellSouth
5 does it, is that acceptable to MFS, is that considered
6 parity?

7 A Well, at the end they did enter it into
8 something. If we had that same something to enter it into
9 then it would be. If we had to fax you something and then
10 you entered it into it, then we would still be one behind.

11 Q Okay. Now, you also discussed in your testimony
12 performance measurements, and you have mentioned several
13 data measurements that you believe are needed. Are you
14 familiar with the agreement that BellSouth and AT&T have
15 entered into regarding performance measurements?

16 A I haven't studied it, but based on what I've
17 heard it sounds like there are performance measurements in
18 that agreement, but we weren't a party to that.

19 Q So have you looked at it enough to know whether
20 MFS would be willing to accept the same terms and conditions
21 that are contained in the AT&T and BellSouth agreement?

22 A No.

23 Q No, you haven't looked at it enough, or no, you
24 wouldn't accept it?

25 A I haven't looked at it enough, but to the extent

1 it seems that AT&T is not satisfied with those, I don't
2 think we would be accepting those, either.

3 Q Well, AT&T entered into an agreement with
4 BellSouth on those, did it not?

5 A Yes.

6 MS. WHITE: Thank you, I have nothing further.

7 CHAIRMAN JOHNSON: Staff.

8 CROSS EXAMINATION

9 BY MS. CULPEPPER:

10 Q Good evening, Mr. Ball.

11 A Good evening.

12 Q I would like to begin by referring you to a
13 couple of exhibits. The first one is Late-filed Deposition
14 Exhibit 1 to Mr. McCausland's deposition.

15 A Okay.

16 Q And the second exhibit I would like to refer you
17 to is Exhibit 2, which is the information provided by
18 BellSouth in response to staff's subpoena.

19 I believe your attorney is handing you a redacted
20 copy showing all the MFS information.

21 A Okay.

22 Q And in that Exhibit 2, I will refer you to the
23 response to Item 31.

24 A Item 31?

25 Q Yes. And just so the record is clear, it's my

1 understanding from counsel for MFS, that MFS does not
2 consider the information in Exhibit 2 confidential.

3 MR. SELF: That's correct.

4 THE WITNESS: Okay.

5 BY MS. CULPEPPER:

6 Q Now, looking at Mr. McCausland's late-filed
7 deposition exhibit, in BellSouth's responses in Item
8 31(A) (2) and (3), there seem to be some discrepancies there
9 in what MFS has actually ordered. And I'm not sure, but I
10 thought you mentioned earlier that MFS had not ordered --
11 not actually ordered any UNEs in Florida. So could you
12 clarify those discrepancies by telling me, A, whether MFS
13 has ordered UNEs in Florida, what UNEs it has ordered, if
14 any, and how many it has ordered?

15 A Okay. What we have done is we have established
16 our interconnection trunking arrangements between our switch
17 and BellSouth's switch, and we have also set up a
18 collocation arrangement to enable the use of unbundled
19 network elements. But we have not net actually ordered
20 unbundled loops or any other unbundled element. You know,
21 we are interconnected to the 911 network, and we are still
22 -- I think we are still finalizing that.

23 Q But you are not providing service, you are not
24 actually providing service to any customers, whether
25 residential or business in Florida?

1 A No. We hope to do our pilot test the end of this
2 month and after that we would begin actually ordering.

3 Q Well, then could you maybe explain Late-filed
4 Exhibit Number 1 to Mr. McCausland's deposition a little
5 more?

6 A Yes. Basically, the bullet point number one
7 basically says that we haven't ordered any unbundled loops
8 yet, and we expect to once the collocation is done at the
9 Grande central office. But it also says that we have
10 established the interconnection already between our
11 switches, and we have done some testing on that.

12 Q Does MFS resale BellSouth's 911 service or does
13 it provide 911 as a facilities-based provider?

14 A Well, all facilities-based providers have to
15 interconnect to the same, you know, the single 911 system.
16 And that has been part of the process for us interconnecting
17 our networks. Generally what we do with most local exchange
18 carriers is they allow us to interconnect with one of their
19 switches which will then route the 911 calls to the
20 appropriate places.

21 So, you know, we provide our customer data so the
22 911 data bases can be updated, and we connect our network to
23 an appropriate point to allow the calls to be routed there.
24 But we don't actually manage the 911 system ourselves.

25 Q I would like to direct you now to Mr.

1 McCausland's direct testimony, to Page 33.

2 MR. SELF: I'm sorry, what page was that, please?

3 MS. CULPEPPER: 33.

4 MR. SELF: Testimony or deposition?

5 MS. CULPEPPER: His direct testimony.

6 MR. SELF: It only goes to 26.

7 MS. CULPEPPER: I apologize, you are correct. It
8 is his deposition.

9 BY MS. CULPEPPER:

10 Q There Mr. McCausland states that BellSouth has
11 five trunk groups established, one for each of the PSAPs,
12 the public service access points. He also stated that he
13 didn't expect a new entrant to generate enough 911 traffic
14 to justify five separate trunks.

15 A Yes, I'm there.

16 Q Okay. Now, the PSAP -- and I'm just trying to
17 clarify my understanding of it -- the PSAP is the point
18 where the attendant verifies the caller information and then
19 dispatches the information to the correct agency, whether it
20 be the fire department, the police department, et cetera, is
21 that correct?

22 A Yes, the public safety answer point. That's
23 where the attendants sit with the phones.

24 Q In BellSouth's E911 local exchange carrier guide
25 facilities-based subscribers, it's indicated that based on

1 the ANI of the caller, the call is switched from the E911
2 BellSouth tandem via a dedicated trunk to the appropriate
3 PSAP. Do you agree that statement?

4 A This is how BellSouth's network works?

5 Q Correct.

6 A That sounds reasonable.

7 (Transcript continues in sequence with
8 Volume 31.)

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25