

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

-----

In the Matter of : DOCKET NO. 960757-TP  
:  
Petition by Metropolitan Fiber :  
Systems of Florida, Inc. for :  
arbitration with BellSouth :  
Telecommunications, Inc. :  
concerning interconnection, rates, :  
terms, and conditions, pursuant to :  
the Federal Telecommunications :  
Act of 1996. :

-----

Petition by AT&T Communications : DOCKET NO. 960833-TP  
of the Southern States, Inc. for :  
arbitration of certain terms and :  
conditions of a proposed agreement :  
with BellSouth Telecommunications :  
Inc. concerning interconnection :  
and resale under the :  
Telecommunications Act of 1996. :

-----

Petition by MCI Telecommunications : DOCKET NO. 960846-TP  
Corporation and MCI Metro Access :  
Transmission Services, Inc. for :  
arbitration of certain terms and :  
conditions of a proposed agreement :  
with BellSouth Telecommunications, :  
Inc. concerning interconnection :  
and resale under the :  
Telecommunications Act of 1996. :

-----

FIRST DAY - EVENING SESSION

VOLUME 4

Pages 449 through 527

PROCEEDINGS: HEARING

DOCUMENT NO.  
01800  
2-4-98

1  
2 BEFORE: CHAIRMAN JULIA L. JOHNSON  
3 COMMISSIONER J. TERRY DEASON  
4 COMMISSIONER SUSAN F. CLARK  
5 COMMISSIONER JOE GARCIA  
6 COMMISSIONER E. LEON JACOBS, J  
7  
8 DATE: Monday, January 26, 1998  
9  
10 TIME: Commenced at 9:30 a.m.  
11  
12 PLACE: Betty Easley Conference Center  
13 Room 148  
14 4075 Esplanade Way  
15 Tallahassee, Florida  
16  
17 REPORTED BY: JOY KELLY, CSR, RPR  
18 Chief, Bureau of Reporting  
19 Official Commission Reporter and  
20 JANE FAUROT, RPR  
21  
22 APPEARANCES:  
23  
24 (As heretofore noted.)  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**I N D E X**

**WITNESSES - VOLUME 4**

<b>NAME</b>	<b>PAGE NO.</b>
<b>DAONNE CALDWELL and WILLIAM ZARAKAS</b>	
Continued Cross Examination By Mr. Pellegrini	452
Redirect Examination by Ms. White	473
<b>ENO LANDRY</b>	
Direct Examinatin by Mr. Ross	475
Prefiled Direct Testimony Inserted	477
Cross Examination by Mr. Lemmer	487

**EXHIBITS - VOLUME 4**

<b>NUMBER:</b>	<b>ID.</b>	<b>ADMTD.</b>
12 and 13		473
14 and 15		474
16 EL-2	487	

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

1  
2 (Transcript follows in sequence from  
3 Volume 3.)

4 **CHAIRMAN JOHNSON:** We're going to prepare to  
5 go back on the record.

6 Mr. Pellegrini.

7 - - - - -

8 **DAONNE CALDWELL AND WILLIAM ZARAKAS**  
9 continue their testimony under oath from Volume 3

**CONTINUED CROSS EXAMINATION**

10  
11 **BY MR. PELLEGRINI:**

12 Q Good evening, Ms. Caldwell and Mr. Zarakas.

13 A Good, evening.

14 A Good evening.

15 Q Mr. Lynott's Late-Filed Deposition Exhibit 3  
16 and 5, Attachments 2 and 3, Staff has distributed  
17 copies of those documents to the Commissioners and to  
18 the parties for convenience.

19 A Okay.

20 Q Do you have those available to you,  
21 Ms. Caldwell?

22 A (Witness Caldwell) Yes.

23 Q All right. Beginning with Attachment 1.

24 A Okay.

25 Q Do you see about midway down the page there

1 is a section entitled "AT&T/MCI Assumptions for  
2 Modifying BellSouth's NRC Study?"

3 A Yes.

4 Q Could I ask you to tell me which of those  
5 assumptions you might be in disagreement with?

6 A Okay. First of all, it assumes electronic  
7 ordering, which we assume -- we've done two studies,  
8 one of which we had manual ordering, and one of which  
9 we have electronic ordering. So I'll just talk about  
10 our electronic ordering study. For their customer  
11 contacts, their time estimate is much, much less than  
12 our time estimate. And so from that standpoint I feel  
13 that their number is inappropriate. They also have no  
14 time associated with a disconnect, and the order has  
15 to be processed for a disconnect as well as the  
16 additional. So that would be the first assumption.

17 Q As far as the customer point of contact,  
18 what is your corresponding number that corresponds to  
19 the 0058?

20 A This number is not in the study because of  
21 the way that we calculated the manual number, but it's  
22 the three minutes I discussed earlier, so it would be  
23 .05 of an hour. That represents 15 minutes to handle  
24 a fallout, and it happens 20% of the time, so a per  
25 order basis it would be .05. Okay.

1 Q Yes.

2 A All right. Now they do list here some  
3 fallout at 2% and, of course, we disagree with that  
4 because we use a 20%. When you move down into the  
5 next group of work centers, these are your  
6 installation, your engineering groups, your -- that's  
7 Line 2 and 3 -- your Line 4 deals with what is called  
8 the access customer advocate center. They do the  
9 coordination and handle orders that are going to be  
10 handed off to the engineering department. Mr. Landry  
11 can give you more detail on that center. That's  
12 basically their functions. On Line 5, they have the  
13 installation and maintenance center.

14 Looking across they have no time for any of  
15 these centers, and we disagree with that, particularly  
16 in dealing with these particular offerings for  
17 distribution, as well as the ADSL and HDSL that is  
18 going to require installation work and engineering  
19 work for each one of these items. And the numbers  
20 that should be in those columns would be the numbers  
21 we filed, assuming we pulled the numbers from the top  
22 of the page for my study. I'd need to check that.  
23 Assuming those would be the right numbers, those would  
24 be the numbers we provide in there.

25 Q And finally on Line 7.

1           A     Lines 6 and 7 would be the same comment.  
2 This would be the engineering functions that were  
3 associated with providing these facilities.

4                   I think underlying this entire nonrecurring  
5 difference between the models that's provided by AT&T  
6 and MCI versus the way BellSouth has looked at the  
7 nonrecurring is that in their model they assume that  
8 all of the plant is in place. So when an order is to  
9 be worked, it can be done 100% from a mechanized  
10 standpoint. And they do have some fallout. As I  
11 mentioned the 2%. That number is not realistic. I  
12 included that in my testimony, but that is the  
13 foundation of why I do not support these numbers.

14                   First of all, BellSouth does not have, nor  
15 would any company invest the capital so that when the  
16 next order is to be issued you would have every piece  
17 of plant in place 98% of the time. That is just not a  
18 realistic approach. Also, the operational support  
19 systems are not integrated and are not planned to be  
20 integrated by the near future. And "by the near  
21 future," I can say anywhere from five to ten years to  
22 the point they can handle everything from a remote  
23 location. And that includes establishing loops at the  
24 central office all the way to the customer's -- excuse  
25 me, the customer's premises. So the foundation

1 between the study is what drives the difference in our  
2 assumption.

3 Q What about Lines 8, 9 and 10, do you have  
4 disagreement with the assumptions stated there?

5 A Okay. Yes, I do. The fallout percent is  
6 way too low. The time estimates are too low. And  
7 that would follow also for 9 and 10.

8 Q Turn next to Attachment 2.

9 A Okay.

10 Q DS-1 local channel. Again, would you look  
11 at the assumptions stated there and tell me whether  
12 you agree or disagree with them?

13 A All right. Beginning with -- same comment  
14 about the electronic versus manual. On Line 40, we,  
15 again, have the 20% times the 15 minutes, so we  
16 disagree with the work time that is included in those  
17 items.

18 Going to the -- the 2% is what is listed at  
19 the bottom of the page, so we find that to be low.  
20 Ours is the 20% fallout. Then we go to Line 41. This  
21 is the installation field technician. The ACAC, the  
22 circuit provisioning center. Work management center,  
23 which is, again, a work coordination center.  
24 Installation for special services, that's because  
25 these are high capacity DS-1 offerings. Again, they

1 show no work time. That means going to the next  
2 center, outside planning engineering and provisioning.  
3 AFIG which assigns your facilities, and network  
4 plug-in administration that assigns your appropriate  
5 plug-ins. The only time they have included in this is  
6 going to be on the circuit provisioning center on  
7 Line 49, and that's a small percentage of time. It  
8 looks like they apply the 2%. So from our work  
9 centers we include these a much greater percentage of  
10 the time. In fact, most of them are going to be  
11 included on every order, such as the work provisioning  
12 center -- excuse me, such as the work management  
13 center. So I disagree with those.

14           Line 54 deals with the IM installation in  
15 the field. They have travel time associated -- excuse  
16 me. They have average travel time within staff CO of  
17 five minutes; they have travel time of 20 minutes, and  
18 work activities per trip of four.

19           First of all, in our cost study we include  
20 no travel time for the CO. We assume that we pick  
21 that up on the times in which those offices would be  
22 manned and we have technicians going there. We do  
23 pick up travel time for the travel to the customer's  
24 premises, which I'm assuming is the second travel time  
25 listed there. The 20 minutes with the four activities

1 per trip. And the difference between that is the 20  
2 minutes varies a little from the number we've used, so  
3 it's not that big of a difference. But it's the four  
4 activities per trip is where we really have a  
5 difference of opinion because this is saying that a  
6 DS-1 that can be put into service from an end office  
7 to the ALEC's location, normally the ALECs POP or  
8 switch location. That is going -- the probability of  
9 installing four of those at one time is just not  
10 reasonable.

11           So we have travel on an average for one trip  
12 to the customer's premises. So that's the difference  
13 in those markets.

14           Then moving down, I guess we're on Line 55,  
15 it goes to the next page. I'm not sure if there's  
16 anything to add there other than the fact that we do  
17 have installation and maintenance for our special  
18 services to test and connect this particular line, so  
19 we disagree with the small amount of numbers there.  
20 Same comments on Lines 56 and 59.

21           Q     All right. Then turn finally to Attachment  
22 3, and my question is the same, with which assumptions  
23 do you agree or disagree?

24           A     Okay.

25           Q     This concerns directory transport.

1           A     Okay. This deals with the actual switch  
2 connection and identifying of the trunk group within  
3 the switch.

4           Q     Lines 2 and 7, 3 and 8?

5           A     I would say the difference is, is just on  
6 the amount of time involved. They have recognized  
7 that you need translations as well as trunk group  
8 identification.

9                     The one thing they have failed to include --  
10 oh, excuse me. It's on the next page. It's hard for  
11 me to tell from this sheet. It appears that when they  
12 talk about the switch and trunk translations, they did  
13 not include any CO work, so we would have -- our work  
14 associated with the central office technicians  
15 handling the switch equipment, running any type of  
16 physical jumpers to actually connect it to the switch.  
17 So it seems that we would disagree with it excluding  
18 that.

19                     And then my same comments on the travel  
20 time. We do not include travel in ours, because we  
21 assume that we will handle the translations when we  
22 have a main CO at that location.

23           Q     Let me return you for just a moment to  
24 Attachment 1.

25           A     Okay.

1 Q One of the assumptions there is no  
2 disconnect cost using FLEXCOM to perform disconnect.  
3 Do you see that?

4 A Yes.

5 Q Do you have a problem with that assumption?  
6 I don't recall your earlier answer, if any.

7 A Yes. We do have disconnect time associated  
8 with a disconnect order based on the centers. For  
9 instance, you would have a disconnect order that you  
10 would have to be concerned with from the LCSC work  
11 time, and then there would be also work in the  
12 interoffice as far as at a minimum recordkeeping and  
13 things of that type. So, yes, we would say there is  
14 work time associated with the disconnect.

15 Q I understand that BellSouth has not use  
16 FLEXCOM; is that correct? Or a similar method?

17 A I know there's no similar method available  
18 to handle these type circuits. Other than that, I'm  
19 not totally familiar with what exactly is in FLEXCOM.

20 Q All right. It's also my understanding that  
21 your people are providing a response as part of  
22 Late-filed Exhibit 16 which will substantiate the  
23 material costs for a DS-1 plug-in card; is that  
24 correct?

25 A Yes.

1           Q     And you expect that information to be  
2 available tomorrow?

3           A     Yes.

4           Q     All right. Mr. Lemmer asked you some  
5 questions concerning fill. Do you recall those  
6 questions?

7           A     Yes.

8           Q     I have one or two to follow through with  
9 that. Is it correct to say that BellSouth has in  
10 previous cost studies used objective fill?

11          A     That is correct. When we were using the  
12 studies to establish price floors, we did use  
13 objective fill.

14          Q     Then would that be your answer if I asked  
15 you why in this instance BellSouth is using actual  
16 fill rather than objective fill?

17          A     Yes. That's a methodology change. Remember  
18 that we're looking at costs that will be used to  
19 establish rates, and, therefore, we identify all of  
20 the costs.

21                   We also base our average fill on the FCC  
22 order that was issued in August that dealt with -- I  
23 believe it's Paragraph 682, that talks about the use  
24 of the projected actual fill of the entire usage of  
25 the network, which equates to average fill. So those

1 are the two reasons we've chosen to change that  
2 methodology.

3 Q Next, Ms. Caldwell, would you turn to  
4 Exhibit T-1, Revised Page 106?

5 A Okay.

6 (The remainder of this page has been left  
7 blank purposefully.)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2 BY MR. PELLEGRINI:

3 Q Now, if you turn to revised Page 1632 of that  
4 exhibit -- holding the previous page, please.

5 A (By Ms. Caldwell) Okay.

6 Q This sheet shows the recurring cost summary for a  
7 two-wire subloop including shared and common costs, is that  
8 correct?

9 A Correct.

10 Q All right. Do you see that in the volume  
11 sensitive direct cost column here there is not a computer  
12 system cost?

13 A That is correct.

14 Q Do you also see that the subscriber line testing  
15 cost, that was approximately 35 cents on the previous sheet,  
16 is shown here as \$1.12, approximately?

17 A Correct.

18 Q All right. Can you rationalize for me the two  
19 costs, the difference between the two costs on Page 106,  
20 that is the 35 cents, the approximately 35 cent and 19 cent  
21 costs with the \$1.12 cost shown on Page 1632?

22 A Okay.

23 Q What is the difference?

24 A All right. Let's handle the \$19 -- excuse me.  
25 The 19 cents for computer system costs first. This is on

1 Page 106. This cost is for computer systems that are  
2 directly associated with the loop. For instance, that would  
3 be like your loop maintenance systems, LMOS is a system  
4 that's there. You could also have in this particular --  
5 well, that's a good example. It is your systems that are  
6 directly associated with providing the loop. There are no  
7 shared or common costs in the analysis on Page 106, so the  
8 only way to identify the cost associated with the computer  
9 systems associated with the loop was to directly identify  
10 them, and we did that at 19 cents per line.

11 When you move over to the TELRIC analysis, which  
12 is TSLRIC plus shared and common that on Page 1632.

13 Q Yes.

14 A Those legacy systems, such as the loop  
15 maintenance operational system, is now included in the  
16 shared and common, so I do not need that additive for  
17 computer system cost. So I remove the computer system cost,  
18 because I'm picking up that 19 cents in the shared and  
19 common on Page 1632.

20 Q Then what is the difference between the two  
21 numbers shown in the subscriber line testing in the two  
22 schedules?

23 A Okay. The subscriber line testing, the 35 cents,  
24 is direct cost only. When we calculated it on Page 1632, we  
25 included a shared component.

1 Q In the direct cost column I'm talking about.

2 A Yes.

3 Q The \$1.12 number?

4 A Yes.

5 Q Did you say --

6 A It's a method -- excuse me. It's the method of  
7 calculation.

8 Q It contains a shared cost component, did you say?  
9 I'm sorry, I may have misunderstood you.

10 A Let me think just a moment. Yes, it does,  
11 because the cost that is included in the subscriber line  
12 testing is a separate calculation. It is not calculated  
13 from the shared and cost model, excuse me, the shared and  
14 common cost model. So we would not apply shared and common  
15 in the other two columns just because of the way we handled  
16 it in the study.

17 Q That is the entire difference between the two  
18 numbers accounted for by a shared, a shared cost component?

19 A Yes.

20 Q All right. I have just a few questions with  
21 reference to Page 496 of Exhibit P-1. Some of this ground  
22 that Mr. Self may have covered, and I apologize if that is  
23 the case, but I think I want to go a step or two beyond.

24 A Okay. Just one moment. 496, okay. I have it.

25 Q What we are concerned with here is the by now

1 familiar question of LCSC, which stands for local carrier  
2 service center, doesn't it?

3 A Yes.

4 Q And doesn't that very term imply that the  
5 function, the functions carried out by this center are  
6 functions designed for use by the ALECs or CLECs?

7 A Yes.

8 Q All right. Look at the section entitled service  
9 inquiry.

10 A Yes.

11 Q I guess it's at Line 10.

12 A Okay.

13 Q There are two components; the first is the LCSC  
14 -- relationship to LCSC, and the second to OSPE. Do you see  
15 where I am?

16 A Yes.

17 Q The LCSC shows a time, a work time of .0833  
18 hours, do you see that in Column E?

19 A Yes, I do.

20 Q Now, is it true that the LCSC in this case is  
21 timed solely for ordering?

22 A Could you repeat that.

23 Q The time shown for LCSC in this case, is that  
24 time required solely for ordering, service ordering?

25 A It's time associated with, and it is indicated

1 here, they are going to initiate a manual service inquiry to  
2 engineering. In other words, they have received the service  
3 order and now they are initiating a manual inquiry to the  
4 outside plant engineering to determine if the facilities are  
5 available.

6 Q All right. But would you associate that with the  
7 ordering function?

8 A I think that is over and above just ordering.  
9 Line 17, which is where they receive a service inquiry and  
10 start the work, I think that is more in terms of the  
11 ordering on Line 17. That is the time to receive the  
12 customer -- excuse me. To receive the request from the ALEC  
13 and begin the service order, to manually start the service  
14 order activity.

15 Q Well, can you clarify -- does Line 11 precede  
16 Line 17 in time?

17 A No.

18 Q It's the other way around?

19 A Yes.

20 Q All right. I think our interpretation of  
21 servicing that is at Line 11, is that it relates to  
22 preordering. Would you agree with that?

23 A Let me be sure here. Just a moment. I stand  
24 corrected. You're right, that is the preordering, and so,  
25 therefore, that activity would precede Line 17. You are

1 correct.

2 Q All right. Then the next one, there is a rough  
3 time of one hour shown for outside plant engineering. Do  
4 you see that? That's the next item there under service  
5 inquiry still.

6 A Yes.

7 Q Would you associate that with preordering?

8 A Yes. It would be determining if facilities are  
9 available.

10 Q All right. Then in the category service order,  
11 there we see four items at Lines 17 through 20, do you see?

12 A Yes.

13 Q All right. And the first of these relates,  
14 again, to LCSC, and a time of one-half hour is shown in  
15 Column E, correct?

16 A Correct.

17 Q Again, is this one-half hour work time devoted  
18 entirely to the ordering process?

19 A Yes.

20 Q Is some of it attributable to fallout?

21 A No, this is the 100 percent manual activity.

22 Q Okay. On the second -- Line 18 relates to work  
23 management?

24 A Correct.

25 Q The work management center, again, is that part

1 of the ordering function, the ordering process I should say?

2 A Well, at this point we are now preparing to  
3 provide service.

4 Q Yes.

5 A So this amount of time that is listed here is for  
6 this particular group to coordinate the activities of all  
7 the centers and to dispatch our technicians on the  
8 percentage of time they would need to be dispatched. So  
9 this is moved beyond, in my mind, simply ordering into the  
10 process of starting to install the service.

11 Q Would it be a hybrid, perhaps?

12 A I believe so.

13 Q All right. Let's just complete this and look at  
14 Lines 19 and 20. At Line 19 we're talking about ACAC. That  
15 stand for access customer advocacy center, is that correct?

16 A That's correct.

17 Q Okay. Is that -- is the time shown for that  
18 activity part of the ordering process?

19 A I, again, would say that this is a hybrid. I  
20 mean, what they basically do is they receive the order and  
21 look at it and then they are going to be handling the  
22 overall coordination of the other centers and some other  
23 functions that Mr. Landry can give you more detail. But I  
24 would say that is more of a hybrid. It is actually now  
25 associated with installing and provisioning the service.

1 Q Can you suggest a means by which we might  
2 reasonably apportion some of that to ordering and some of  
3 that to provisioning?

4 A I would say a very small percentage of it would  
5 go with the ordering, because they receive the order and  
6 then they begin the work with the centers to actually  
7 provision the service. So I would say a very small  
8 percentage, maybe in the neighborhood of 1 to 2 percent.  
9 That's just an estimate.

10 Q One or 2 percent?

11 A Yes.

12 Q And then, finally, the fourth item, I&M processes  
13 the service request. How much of that is related, if any,  
14 to the ordering process?

15 A I would say the same I just mentioned.

16 Q A very small percentage on the order of 1 or 2  
17 percent?

18 A Yes.

19 Q Returning to the work management center, what  
20 would the allocation factor be there?

21 A I would use the same number.

22 Q All right.

23 MR. PELLEGRINI: That concludes our questions,  
24 Chairman Johnson.

25 CHAIRMAN JOHNSON: Commissioners.

1           COMMISSIONER DEASON: I have one question. Your  
2 nonrecurring costs include costs associated with disconnect,  
3 correct?

4           WITNESS CALDWELL: That is correct.

5           COMMISSIONER DEASON: And you have to put that on  
6 -- you have to discount that for the present value nature of  
7 that, since the disconnect is going to happen sometime in  
8 the future, is that correct?

9           WITNESS CALDWELL: Yes, sir.

10          COMMISSIONER DEASON: How do you determine the  
11 period of time that you have to discount for?

12          WITNESS CALDWELL: It depends upon the service.  
13 For instance, if I was looking at the loop category, we have  
14 used the inward and outward movement associated with  
15 residence and business facilities, which could range  
16 anywhere -- and I cannot remember the number -- but several,  
17 maybe 24 months, something of that type. Some of them, in  
18 fact, in I believe the DS-1 area, again, we would have  
19 looked at inward and outward movement for that type of  
20 service and determined a time period for discounting.

21          COMMISSIONER DEASON: So you are basing that on  
22 historical numbers?

23          WITNESS CALDWELL: Yes.

24          COMMISSIONER DEASON: Do you think that the  
25 introduction of competition is going to have an affect on

1 the in and out frequency of that disconnect?

2 WITNESS CALDWELL: Not really, because what we  
3 felt really drove it was the fact that you have residence  
4 and business customers and they stay at that location or  
5 move from that location. And that was our reasoning in why  
6 we chose those numbers.

7 COMMISSIONER CLARK: I just -- would you look on  
8 Page 10 of your rebuttal testimony, Line 18.

9 WITNESS CALDWELL: Yes.

10 COMMISSIONER CLARK: Is there something missing  
11 or something extra?

12 WITNESS CALDWELL: Yes. I thought I had  
13 corrected this, but I should have taken out the "makes  
14 this."

15 COMMISSIONER CLARK: Maybe you did and I didn't  
16 have it.

17 WITNESS CALDWELL: Because it should read  
18 particularly since the offer is not supporting. I have too  
19 many words in there.

20 COMMISSIONER CLARK: All right. You made that  
21 correction?

22 WITNESS CALDWELL: Yes.

23 COMMISSIONER CLARK: Great.

24 CHAIRMAN JOHNSON: Anything else? Redirect.

25 MS. WHITE: Yes, I just have a couple.

## REDIRECT EXAMINATION

1

2 BY MS. WHITE:

3

4 Q Ms. Caldwell, you stated that BellSouth provides  
5 service using 26 gauge cable, do you recall that?

6

7 A (By Ms. Caldwell) Yes.

8

9 Q Where is that located in your study?

10

11 A It's located in the ADSL and HDSL loops because  
12 of their length. We have a combination of 26 and 24 gauge  
13 in the distribution, and we use engineering transmission  
14 requirements to determine how much 26 and how much 24 gauge  
15 is appropriate.

16

17 Q When discussing fallout, I believe it was with  
18 Mr. Adelman, you also mentioned that three minutes per order  
19 was used. Is that located in your cost study?

20

21

22 A In fact, it was three minutes per item on the  
23 order, which would be for three minutes in the first and in  
24 the additional. So it's included in the cost study that  
25 way.

26

27

28

29

30 MS. WHITE: Thank you. I have nothing further,  
31 and I would like to move Exhibits 12 and 13.

32

33

34

35 CHAIRMAN JOHNSON: Show 12 and 13 admitted  
36 without objection.

37

38

39

40 (Exhibits 12 and 13 received into evidence.)

41

42

43 CHAIRMAN JOHNSON: Staff.

44

45

46 MR. PELLEGRINI: The staff would move Exhibits 14

1 and 15, but with Exhibit 14 we would include Ms. Caldwell's  
2 errata sheet which we received only today. And that is  
3 presently being distributed.

4 CHAIRMAN JOHNSON: Okay. Then we will show  
5 Exhibit 14 including the errata sheet.

6 (Exhibit Nos. 14 and 15 received in evidence.)

7 MS. WHITE: Madam Chairman, may Mr. Varner, Ms.  
8 Caldwell, and Mr. Zarakas be excused?

9 CHAIRMAN JOHNSON: Oh, no. You have to stay here  
10 with the rest of us. Yes, they can.

11 Mr. Pellegrini, were you going to identify the  
12 document that you passed out?

13 MR. PELLEGRINI: No, that's part of Mr. -- I  
14 think it's Landry.

15 CHAIRMAN JOHNSON: So we will use it later?

16 MR. PELLEGRINI: Landry's late-filed exhibits.  
17 It will be --

18 CHAIRMAN JOHNSON: Thank you. I think we are  
19 ready for Mr. Landry.

20 MR. ROSS: Thank you, Chairman Johnson. Bennett  
21 Ross on behalf of BellSouth. At this time BellSouth calls  
22 Eno Landry to the stand.

23 Thereupon,

24 ENO LANDRY

25 was called as a witness for BellSouth, and having been first

1 duly sworn was examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MR. ROSS:

4 Q Could you state your full name and business  
5 address for the record, please.

6 A (By Mr. Landry) My name is Eno Landry. My  
7 business address is Suite 500, 3000 Riverchase Galleria,  
8 Birmingham, Alabama.

9 Q By whom are you employed, Mr. Landry?

10 A BellSouth Telecommunications.

11 Q Mr. Landry, did you cause to be filed in this  
12 matter rebuttal testimony dated December 9, 1997, consisting  
13 of eight pages?

14 A I did.

15 Q Do you have any corrections to that testimony?

16 A No.

17 Q If I were to ask you the same questions today,  
18 would your answers be the same?

19 A They would.

20 MR. ROSS: Chairman Johnson, at this time  
21 BellSouth would like to have Mr. Landry's rebuttal testimony  
22 introduced into the record as if read from the stand.

23 CHAIRMAN JOHNSON: His rebuttal testimony?

24 MR. LANDRY: Yes, ma'am.

25 CHAIRMAN JOHNSON: It will be so inserted.

1                   MR. ROSS: Madam Chairman, Mr. Landry did submit  
2 direct testimony in this case, but as a result of the  
3 bifurcation of the proceeding where Issue 2, concerning  
4 recombination, was moved, that essentially mooted his direct  
5 testimony. So his testimony today is limited to rebuttal.

6                   CHAIRMAN JOHNSON: Okay.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   REBUTTAL TESTIMONY OF ENO LANDRY  
3           BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4           DOCKET NOS. 960833-TP/960846-TP/960916-TP  
5                   960757-TP/971140-TP  
6                   DECEMBER 9, 1997

7  
8 Q.    PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND  
9       EMPLOYMENT.

10  
11 A.   My name is Eno Landry. My business address is Suite  
12       500, 3000 Riverchase Galleria, Birmingham, Alabama.  
13       I am employed by BellSouth Telecommunications, Inc.,  
14       hereinafter referred to as ``BellSouth'' or ``the  
15       Company''.

16  
17 Q.    PLEASE STATE YOUR BACKGROUND AND QUALIFICATIONS.

18  
19 A.    I have been employed by BellSouth for the past 24  
20       years and have worked in various network capacities.  
21       For the past three years I have been responsible for  
22       the development of collocation and unbundled network  
23       element (UNE) provisioning and maintenance processes.

24  
25

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to respond to  
4 allegations made by various intervenors in  
5 association with BellSouth cost studies.

6

7 Q. CAN YOU DESCRIBE THE MAJOR COMPONENTS CONTRIBUTING TO  
8 THE NONRECURRING CHARGES ASSOCIATED WITH UNBUNDLED  
9 LOOPS?

10

11 A. The major components associated with turning up  
12 unbundled loops are as follows:

13

14 1. **Functions associated with performing physical work**  
15 **on the UNE.** These involve the basic work activities  
16 which are required to complete loop functionality.  
17 They involve time to perform cross connects in the  
18 field and at the premise. If the service requests a  
19 collocation cross connect then that work would also  
20 be reflected in the specific charges.

21

22 2. **Functions specifically requested by the ALECs.**  
23 These involve coordination of turn-up and testing of  
24 the unbundled components. They represent specific

25

1 additional functions requested by the ALECs in  
2 interconnect agreements.

3

4 **Functions associated with fall-out.** These represent center  
5 work activity where processes would normally be  
6 automated but because of errors on the service  
7 requests submitted by the ALECs, the service request  
8 must be processed manually. Service requests that  
9 contain service design and service connectivity  
10 errors are a direct contributor to the nonrecurring  
11 costs.

12

13 **Q. MR. PORTER RAISES CONCERNS ABOUT THE BELLSOUTH**  
14 **NONRECURRING COSTS ASSOCIATED WITH HIGH SPEED DIGITAL**  
15 **DATA LINES. CAN YOU ADDRESS HIS CONCERNS?**

16

17 **A.** Yes. The process of providing an unbundled loop  
18 capable of supporting high speed digital data  
19 involves several steps.

20

21 The digital loops are divided into various categories  
22 which require different types of facilities to  
23 function. Some of these loops, the 64KB and 56KB and  
24 below bit speeds can be operated on fairly normal  
25 facilities and can even be operated over universal

1 digital loop carrier systems. The higher speed lines  
2 require much more specialized designs. ADSL and  
3 HDSL technology not only require these specialized  
4 transport processes but also require very limited  
5 amounts of bridged tap on the copper cable and  
6 exclusion of load coils. These very specialized  
7 requirements must be met as part of the design  
8 process and very specific testing must be done so  
9 that BellSouth can turn over the service to the ALEC  
10 with assurance that the service will function as  
11 ordered.

12

13 Without the appropriate level of testing, which does  
14 require a dispatch to the customer premise, BellSouth  
15 cannot turn over the digital services Mr. Porter  
16 describes with any level of assurance that it will  
17 function as ordered.

18

19 The nonrecurring costs presented in BellSouth's cost  
20 studies are representative of the effort required to  
21 meet the requirements of the service that has been  
22 ordered and to make sure that we are in compliance  
23 with the ALECs' interconnection agreements.

24

25

1 The times that Mr. Porter has stated in his testimony  
2 do not reflect the very specific requirements that,  
3 by necessity, are associated with digital unbundled  
4 loops.

5

6 **Q. MR. LYNOTT ASSUMES A VERY SIMPLIFIED PROCESS FOR**  
7 **UNBUNDLED ELEMENTS. CAN YOU ADDRESS WHY THIS IS**  
8 **INACCURATE?**

9

10 **A.** Mr. Lynott compares providing unbundled elements to  
11 PIC changes. PIC changes are a simple electronic  
12 translation change and are not reflective of the  
13 complexity of separating a loop facility from the  
14 switch and providing it as an unbundled element.  
15 This process of separating a loop and connecting it  
16 to a collocated provider requires very specific  
17 physical steps to provide the connection and to  
18 activate it with some level of functional assurance.

19

20 **Q. MR. LYNOTT ALSO DISCUSSES HIS ASSUMPTIONS ON FALL-**  
21 **OUT. CAN YOU ADDRESS THESE?**

22

23 **A.** Mr. Lynott's assumptions reflect a very simplified  
24 flow that are more representative of retail and  
25 resale processes.

1

2 Unlike resale, the unbundled element process requires  
3 by definition some very specific parameters for  
4 interconnection.

5

6 Because of the need to interconnect an unbundled loop  
7 to a collocated provider, the UNE process has many  
8 similarities to the access process. Like the  
9 connectivity at an access pop, the meet point at the  
10 collocater's space requires specific definition for  
11 ALEC facility assignment, and for signaling and  
12 transmission level parameters. In the access  
13 environment the carriers submit service requests with  
14 a high error rate and, after an order has been placed  
15 today, approximately 70% of access orders require  
16 some manual intervention in the provisioning process.  
17 There is no reason to believe the UNE environment  
18 will be significantly different. Although it is  
19 expected that some UNE errors will be mechanically  
20 detected and returned to the ALEC by the new  
21 operational support ordering systems, not all of the  
22 errors can be detected by these systems. Some of the  
23 errors will propagate downstream to the provisioning  
24 systems and will fallout during the assignment and  
25 design process.

1  
2 Indeed, the post Firm Order Confirmation (FOC)  
3 fallout that BellSouth has been experiencing in both  
4 the UNE process and its parallel access process are  
5 substantially increased by the Connecting Facility  
6 Assignment (CFA), Common Language Location Indicator  
7 (CLLI) and Network Channel Interface (NCI)  
8 synchronization issues. We have experienced this  
9 problem since 1984 in the access process. Because of  
10 ALEC requirements, the UNE process is at least as  
11 complex as the interexchange process. It is indeed  
12 hard to believe that that fall-out of UNE orders will  
13 be any less.

14  
15 In fact from my experience, I expect the downstream  
16 fall-out to be worse for UNES than for access because  
17 of the specific ALEC requirements for CFA control and  
18 for processing non-design services. Thus, the 20%  
19 fallout rate assumed by BellSouth is forward-looking  
20 and from my perspective is a conservative estimate.

21  
22 **Q. DO THE NONRECURRING WORK TIMES USED IN BELLSOUTH'S**  
23 **STUDY REPRESENT THE TRUE FORWARD-LOOKING FUNCTIONS**  
24 **REQUIRED TO SUPPORT THE SPECIFIC REQUIREMENTS OF**  
25 **THESE UNBUNDLED ELEMENTS?**

1

2 A. Yes they are.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes it does.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 BY MR. ROSS:

2 Q Mr. Landry, do you have a summary of your  
3 testimony?

4 A I do.

5 Q Could you give it at this time, please.

6 A The purpose of my testimony is to rebut the  
7 assumptions made by the intervenors concerning the forward  
8 looking nonrecurring costs associated with network  
9 provisioning. My testimony also addresses the complexity of  
10 the unbundled element process and the reasons for fallout.

11 The intervenors do not recognize the complexity  
12 associated with separating a loop from its normal  
13 termination and physically cross connecting that loop to a  
14 collocated provider. There are three main drivers that  
15 contribute to the nonrecurring cost reasons associated with  
16 the cost study.

17 The first driver is the physical work that must  
18 be done to turn up the service. The intervenors erroneously  
19 assume that all of the facilities, including equipment  
20 plug-ins and all cross connects are made and are available  
21 and are wired to the correct buildings. This is not always  
22 true.

23 The second driver is the work that must be done  
24 because the ALECs have interconnect agreements that require  
25 specific functions to be performed and specific standards to

1 be met. Those specific functions generate work activities  
2 and need to be reflected in the nonrecurring costs.

3 The third work driver is fallout. The nature of  
4 unbundled elements is that they require by definition the  
5 ability to meet or interface with another provider. To  
6 satisfy this requirement, there are specific standards that  
7 were agreed to and are placed on the unbundled network  
8 element orders. These standards are the same ones that are  
9 applied in the access environment, and lack of proper  
10 application of these standards cause fallout. This fallout  
11 for access has remained high even though it has been 14  
12 years since divestiture. And even though we expect this  
13 trend to continue in the unbundled network element  
14 environment, we have assumed a much lower error rate than we  
15 are currently observing in the access world.

16 In addition to recognizing these cost drivers  
17 associated with the unbundled network elements, it is  
18 critical that the differences between resale work activity  
19 and unbundled network element activity be clearly  
20 understood. This concludes my summary.

21 MR. ROSS: Chairman Johnson, the witness is  
22 available for cross.

23 CHAIRMAN JOHNSON: Thank you.

24 MS. KEATING: Madam Chairman, staff has one  
25 exhibit for this witness that we would ask be marked for the

1 record at this time. Staff Exhibit EL-2, which consists of  
2 Mr. Landry's January 16th, 1998 deposition transcript and  
3 his deposition and late-filed deposition exhibits.

4 CHAIRMAN JOHNSON: Okay. We will mark -- I'm  
5 sorry.

6 MS. KEATING: I was just going to say the next  
7 exhibit number, I believe, is 16.

8 CHAIRMAN JOHNSON: We'll mark as 16 Staff's EL-2.  
9 (Exhibit Number 16 marked for identification.)

10 CHAIRMAN JOHNSON: Are we prepared for the  
11 examination?

12 MR. LEMMER: Yes. Thank you, Madam Chairman.  
13 Again, Tom Lemmer for AT&T. Commissioners.

14 CROSS EXAMINATION

15 BY MR. LEMMER:

16 Q (By Mr. Landry) Good evening, Mr. Landry.

17 A Sir.

18 Q It seems you make a habit of evening appearances  
19 in these proceedings. The nonrecurring type of activities  
20 that you are here to support include times regarding  
21 disconnect, isn't that correct?

22 A That's correct.

23 Q And the disconnect is when a service is turned  
24 off to put it in a general frame, is that correct?

25 A Correct.

1           Q       The times for the disconnect that are included in  
2 the cost study, do they recognize the BellSouth practice of  
3 dedicated outside plant?

4           A       Yes.

5           Q       And how do they recognize that?

6           A       I think I may have to look at the specific cost  
7 sheets. On, for example, the two-wire unbundled voice  
8 loop, it assumes that that specific facility, that loop  
9 remains up. There is no travel time, there would be no  
10 installation work time to dismantle that circuit. There are  
11 the things that need to be done as far as processing it.  
12 The more complex circuits, there are typically equipment at  
13 the premise that needs to be recovered and those are  
14 typically dismantled.

15          Q       So in situations where the practice of dedicated  
16 outside plant is employed by BellSouth, there, in fact, is  
17 no disconnect, a fair statement?

18          A       Not exactly true. The facility is left in place  
19 and there are two exceptions to it remaining there. One of  
20 them is a time element. After a given amount of time, that  
21 facility is reprocessed for reuse. So the cable pairs would  
22 be made available for reassignment, both the distribution  
23 and the feeder. The port would be available for  
24 reassignment, also.

25                   The second instance is if for some reason there

1 is a facility need in that cross-section, or from a switch  
2 perspective, a need for the port elements. Those are made  
3 available again for reassignment.

4 Q The reassignment because a particular loop is not  
5 being used occurs after one year's time under BellSouth's  
6 policy, isn't that correct?

7 A If I understand correctly from the network's  
8 needs, that is correct. It's a 12-month window.

9 Q And when you have a loop serving a residence, how  
10 often does that loop go unused for one year, do you know?

11 A I don't have an estimate for that.

12 Q And do you have any estimate as to how often a  
13 loop goes unused at servicing a business customer?

14 A I don't.

15 Q In your deposition last week there was a  
16 discussion that BellSouth currently has a \$40 nonrecurring  
17 charge for provisioning basic residential service. Do you  
18 recall that discussion?

19 A Not specifically. It may have been made by the  
20 person asking the questions.

21 Q Do you know what is the currently charged amount  
22 by BellSouth for provisioning of basic residential service?

23 A Not specifically, no.

24 Q Does \$40 sound about right?

25 A Subject to check, yes.

1 Q And the nonrecurring charge for provisioning a  
2 two-wire distribution subloop pursuant to these cost studies  
3 is about \$440, isn't that correct?

4 A Again, I don't have the specific number for that  
5 in front of me.

6 Q Does that sound fairly close?

7 A Again, those are two very specifically different  
8 things; one of them is basic exchange service and the other  
9 one is an unbundled element.

10 Q Can you tell me how much of the approximately \$40  
11 nonrecurring charge BellSouth currently charges its  
12 customers relates to disconnect?

13 A No. I don't know the separation of that specific  
14 charge nor the different time elements that go into it.  
15 Again, the services are two entirely different things. The  
16 retail piece set to recover those things that it takes to  
17 make it work, the same thing with the unbundled subloop or  
18 the unbundled loop you were referencing. Very specific work  
19 functions that are required, again, to separate that loop  
20 and to reterminate it.

21 Q Now, the main area -- would you agree that the  
22 main area of differences between the results of AT&T's  
23 proposed nonrecurring costs and what BellSouth is proposing  
24 has to do with the manual labor that is involved? Do you  
25 agree that that is the key difference?

1           A       There are several major differences of which the  
2 labor or the manual work is one of them. That manual work,  
3 I guess, is tied to some assumptions that are made in the  
4 AT&T models that, again, all plant is out there, it's  
5 dedicated, it's connected. As Daonne Caldwell testified to,  
6 that simply is not realistic that you build out plant with  
7 everything terminated.

8                   The second one is that everything can be  
9 electronically managed, controlled, and interconnected from  
10 a remote site without having to dispatch.

11                   But back to your agreement with those two things  
12 driving manual work activities, then, yes, I agree that that  
13 results in manual work.

14           Q       So there is the issue of what can be done  
15 electronically versus what has to be done manually is one  
16 aspect of the impact of manual labor on these costs,  
17 correct?

18           A       It is one of the aspects that drives the manual  
19 activity.

20           Q       And where there is agreement between AT&T and  
21 BellSouth as to when manual is required, there are  
22 disagreements regarding the length of time that a particular  
23 activity might take place and how often that activity might  
24 take place, a fair statement?

25           A       Yes, that's another area of --

1           Q       And the electronic aspects of this that we are  
2 talking about, the ability to handle ordering and  
3 provisioning electronically, the electronic capabilities  
4 come from operational support systems, isn't that correct?

5           A       Some of them -- well, the electronic  
6 capabilities, I guess, are resident in the operational  
7 support systems and their ability to drive specific  
8 intelligent network elements that are part of the  
9 interoffice and the loop distribution systems.

10          Q       So then you would agree that from the standpoint  
11 of trying to analyze what is the electronic capability,  
12 you're talking about the abilities of the operational  
13 support systems to handle a particular order or provisioning  
14 of that order, a fair statement?

15          A       It's not only, I guess, the operational support  
16 systems. Those systems are there, but you also have to have  
17 all of the plant and all of the intelligent network elements  
18 resident every place to make it work that way. And some of  
19 the equipment, even in today's world, does not have the  
20 capabilities to reduce cost to the levels that they show up  
21 in the models.

22          Q       Okay. But my question simply is, though, when  
23 you're talking about electronic capabilities, you're talking  
24 about capabilities of the operational support systems,  
25 correct?

1           A       Yes.

2           Q       From the standpoint of physically having to do  
3 work relating to a loop or a subloop, the distribution,  
4 would it be correct to say that the most common type of  
5 physical effort that BellSouth sees has to do with the cross  
6 connects?

7           A       For the basic two wire subloop, in our cost  
8 studies that would be true, yes.

9           Q       And how about when we are talking about ADSL or  
10 HDSL?

11          A       There is a considerable amount of work in making  
12 sure, number one, that the loop will support that bit rate  
13 or that speed, and in addition to the design part of that  
14 there is a testing phase, again, to make sure that when we  
15 turn that over to a CLEC that the loop will function as the  
16 service request was sent in.

17          Q       Now, if AT&T were to order an ADSL loop, for  
18 example, how would BellSouth go about providing that loop to  
19 AT&T?

20          A       A service request coming in as a local service  
21 request into the LCSC. It's converted into a service  
22 inquiry. The service inquiry is transmitted to outside  
23 plant, outside plant reviews the specific customer site that  
24 needs to be served. Looks at the cable, makes sure that it  
25 meets certain basic parameters. There is three or four

1 major ones as far as the cable has to be unloaded, has to  
2 have limited amounts of bridged tap, and even the bridged  
3 tap cannot be any longer in certain sections than a maximum  
4 amount. Overall loss of that loop at a certain frequency  
5 that the outside plant engineer will calculate has to be  
6 below a certain level. Once all those are met, then a  
7 number of things happen. The service inquiry is responded  
8 back to the LCSC. On that service inquiry are responses  
9 that the loop is there, we do have facilities, these are  
10 facility reservation numbers that will match these  
11 facilities and facts.

12 Q Mr. Landry, could I just interrupt you. What I  
13 wanted to focus on was the physical aspects. I didn't make  
14 my question clear. In the sense of -- let me start over.

15 How many working HDSL loops are there in the  
16 State of Florida?

17 A That I don't know.

18 Q How many working ADSL loops there are in the  
19 State of Florida?

20 A I don't know, either. I'm not sure we have any  
21 ADSL loops at all in Florida. I do know that we use HDSL as  
22 a technology in the loop to provide DS-1 level service.  
23 It's under certain circumstances that specific technology is  
24 used, but it is not referred to as HDSL. The end user sees  
25 a DS-1 service.

1           Q       Now, if AT&T orders an HDSL loop, how will  
2 BellSouth physically provision that loop?

3           A       From which point do you want me to start, now, so  
4 I don't -- I guess -- from a service inquiry or just from --

5           Q       Well, my question is I'm AT&T, I say, "I want an  
6 ADSL loop to service this particular customer." From a  
7 physical point of view, I'm not talking about the various  
8 groups that are involved, but how is that loop going to be  
9 developed so that it meets the three criteria you just  
10 talked about, the nonloading, you know, the limited noise,  
11 et cetera?

12          A       The facilities, again, would be looked at by the  
13 outside plant to make sure that they don't have any,  
14 anything on it that would keep it from functioning, load  
15 calls, for example. If there are load calls on it, the load  
16 calls would need to be removed. If there is bridged tap  
17 that is too long, the bridged tap would be removed. If  
18 there is no copper cable to that specific place, then the  
19 inquiry would be responded back that no copper facilities  
20 exist to serve that customer.

21                   Those three or four things, I guess, would need  
22 to be done to make sure that the loop would function. And  
23 it is a matter of then testing the loop from the customer  
24 prem to the central office to the collocation space to make  
25 sure that it does function physically.

1           Q       When a loop is identified as being HDSL capable  
2 through the removal of certain pieces of equipment, or the  
3 addition of certain pieces of equipment, is that considered  
4 a new loop?

5           A       From my perspective, again, just the logical  
6 perspective, it's not a new loop. It was existing copper  
7 that was out there, and we took something off of it to make  
8 it work.

9           Q       But isn't it true that that loop would provide a  
10 new type of service, it would be capable of providing a new  
11 type of service?

12          A       It would be capable of providing the HDSL, or the  
13 service that was requested. The same thing applies to DS-1  
14 service. If we put a DS-1 level service over copper, again,  
15 not HDSL technology, but you have a repeater, copper to turn  
16 up a T-1, that is also done. The outside plant engineers  
17 will design that, and the construction people will put the  
18 appropriate repeaters in there to make a T-1 line function.

19                   So I guess I see it as that same thing. It is  
20 not new copper to me, it is a change to that loop, the same  
21 way we do many other services, DS-1s and others.

22          Q       Now, the change to that loop will be available  
23 for use by, in my hypothetical, AT&T. And then if somebody  
24 else uses that loop in the future, they will be able to use  
25 that loop as changed, correct?

1           A       That specific one to that specific premise as  
2 long as the loop has not changed, that would be correct.

3           Q       So then when the change is made to make a loop  
4 ADSL or HDSL compatible, that will create a benefit not only  
5 for the ordering CLEC but any future CLEC who may want to  
6 use that loop for that same purpose, correct?

7           A       Again, as long as you are going from the same  
8 point to point, that would be correct. And as long as that  
9 loop is there, it has not been changed by any other outside  
10 plant engineering activity, the loop has not been  
11 reconnected to some other cross connect, to some other  
12 place, that would be true, as long as the activities were  
13 contiguous.

14          Q       Let's talk a little bit about one of the aspects  
15 of the manual work that is required that you have mentioned  
16 is the fact that the CLECs have made certain requests to  
17 cause BellSouth, that causes BellSouth to undertake certain  
18 efforts. And you mentioned that in your, I think your  
19 answer a few minutes ago. Do you recollect that?

20          A       Yes.

21          Q       And what are you talking about?

22          A       In general, there are three or four different  
23 things that, from the development work that I was involved  
24 in that drove, drove centers and drove very specific  
25 functions. The first one is the LCSC, very specific comment

1 in, not a comment, but a requirement in the AT&T  
2 interconnection agreement that says that BellSouth will  
3 provide a single point of contact that will be staffed  
4 around the clock, that will respond to resale unbundled  
5 network elements, unbundled port issues, that that specific  
6 center be set up and staffed. That was -- I guess on the  
7 front part of the process, that's the first thing that I was  
8 involved in.

9           The second one deals with the need to test  
10 unbundled loops, a requirement that these loops would be  
11 tested. Again, a very specific line in the interconnection  
12 agreement, and that the loop will meet a given decibel loss  
13 at a given frequency, that tests would be run with the  
14 results provided specifically to AT&T. Another one in there  
15 that says that on unbundled loops BellSouth will provide the  
16 ability to test, maintain, respond to troubles on that loop  
17 the same way that it does to its other services. That's  
18 another one that drove some work activities and drove loops  
19 toward certain configurations, as far as the testability of  
20 that loop from a remote perspective.

21           And the last one involves a center to turn up the  
22 service, to coordinate it, turn it up with a hand off back  
23 to the CLEC once the service was turned up. Those are the  
24 five that come to mind dealing with the simpler loops.  
25 There are some others that deal with the higher capacity

1 loops, which are part of national standards as far as T-1  
2 and DS-3 level services.

3 Q Let's talk about the groups of individuals that  
4 you state the interconnection agreement requires. Isn't it  
5 true that all AT&T said was we want a point, a central point  
6 that can deal with our issues, and they did not require  
7 BellSouth to create any specific particular group?

8 A Well, the center did not exist. I mean, we did  
9 not have a single point of contact or a single place that  
10 could respond to and take customer requests, that could deal  
11 with resale, could deal with unbundled loops, which were in  
12 the access world, unbundled ports, which are in the CRIS  
13 world. That center was created, I guess, to provide that  
14 level of service to the CLECs.

15 Q So it's your understanding that the LCSC group  
16 was created simply because of a request by AT&T in its  
17 interconnection agreement with BellSouth in the State of  
18 Florida?

19 A Again, it's a very, very specific statement in  
20 the interconnection agreement that required that, that  
21 single point of contact. If it wasn't for that center, you  
22 know, business resale orders would come to one center in  
23 Florida, another center in Georgia. You would have multiple  
24 different centers to deal with for resale versus unbundled  
25 elements.

1 Q Prior to the interconnection agreement, isn't it  
2 true that BellSouth had that capability because it was  
3 dealing in the resale world?

4 A I'm sorry, I didn't understand your question.

5 Q Prior to the interconnection agreement with  
6 ATT&T, isn't it a fact that BellSouth had capabilities of  
7 taking customer orders and dealing with customer requests  
8 because it was dealing in a resale environment?

9 A I don't know that for a fact. I don't know that  
10 -- resale orders from my perspective, again, would go to a  
11 normal business center that would typically deal with them.  
12 Access orders, we did have an interconnect center that would  
13 have taken access orders, but there was no center that could  
14 receive a request from a CLEC and convert and process the  
15 number of different orders that were required to support  
16 that. Also the same thing with the resale coming through  
17 one center.

18 Q Now, regarding testing, I believe you stated that  
19 the interconnection agreement requires BellSouth to perform  
20 specific tests, is that a fair statement of your testimony?

21 A Yes.

22 Q Isn't it a fact that the interconnection  
23 agreement establishes certain performance parameters for  
24 what BellSouth provides to AT&T, but does not require any  
25 specific testing?

1           A        I would disagree with that.  There are very, very  
2 stringent standards in there, especially for the higher  
3 level circuits, for the DS-1s.

4           Q        But the standards don't mandate testing.  They  
5 mandate a level of performance, isn't that correct?

6           A        I'm sorry, sometimes the only way you can get to  
7 that level of performance or assurance of that performance  
8 is to run a test on it.  Without running a test on a  
9 repeater T-1 line, I can't be assured that it's going to  
10 perform.

11          Q        So then it's your position that because BellSouth  
12 agreed to provide a loop, let's say, with certain  
13 functionality or certain performance parameters and  
14 BellSouth chooses to run a test to make it comply with that  
15 requirement that AT&T ought to pay for that testing?

16          A        Very much so.  There is no way, there is no way  
17 to assure that that loop is going to function without  
18 running a test.  I mean, the test is part of the turn up of  
19 that service.

20          Q        Why can't AT&T test it?

21          A        As far as dispatching technicians to both ends  
22 and performing the test end-to-end?

23          Q        Why not?

24          A        Again, I'm not sure I have a good answer to that,  
25 but, again, part of the agreement and part of the

1 requirements for turning a functional service over to  
2 somebody is that it works. You know, you wouldn't buy an  
3 airplane that hadn't been tested and test it yourself. It's  
4 a lot more critical if you think of it in that term. But  
5 the same thing with a loop. I think we would not be -- we  
6 wouldn't be meeting any basic obligations to turn something  
7 over to a customer saying here it is, we have designed it  
8 but we are really not sure that it's going to working, can  
9 you go out and test it. I mean, it's illogical to do that.

10 Q It is illogical to conclude that a loop will work  
11 for AT&T when it was working the day before for BellSouth?

12 A You're -- I guess my conversation and comments,  
13 the dialog before dealt with turning up essentially a new  
14 service. So you're referring now, say, to maybe a migration  
15 of an existing circuit?

16 Q Well, let's just take a loop. Migration gets --  
17 people use that in a different sense. But I'm AT&T, and I  
18 say I need this loop for this customer, this customer is  
19 currently a BellSouth customer, and I want this loop. And  
20 that loop becomes an AT&T loop the next day. If it operated  
21 the day before, it's going to be operating the day after,  
22 right?

23 A From a resale perspective, if it was terminated  
24 in the switch, and it was functioning the same way, then  
25 yes. From a resale perspective, there would be no physical

1 change to the loop. The requirements are if you're going to  
2 change that, if you're going to break that circuit, change  
3 the transmission parameters, reterminate it in a collocation  
4 space or someplace else, then the service needs to be  
5 retested.

6 The only one that there is a difference of on  
7 that is the plain two-wire voice loop where AT&T in the  
8 face-to-face meetings we held with AT&T in 1996 originally  
9 insisted that every loop was tested. And when we finally  
10 explained to them that on the voice loop, if you require  
11 that, a dispatch on all of those, your costs are going to go  
12 up, and do you realize the customer is going to be out of  
13 service for the period of time that we run the test.

14 So the plain two-wire voice loop, no, we will  
15 test it if it is new, if we are turning it out. If it is a  
16 plain change over where we don't have to dispatch, there is  
17 not a test run on that loop as far as the functional  
18 parameters of the loop.

19 Again, that is so we don't take the customer out  
20 of service for any period of time. There are some basic  
21 functional tests that are run within the central office to  
22 make sure dial tone is functional from the CLEC switch, and  
23 to make sure that the dial tone in our switch is indeed the  
24 one that that customer has.

25 Q And that's not a test that AT&T could perform?

1 A I would say no.

2 Q And why?

3 A The specific access to our switch as far as  
4 disconnecting the correct loop, and as far as making sure  
5 that the connectivity is to our central office. Again, a  
6 matter of making sure that when we swing that loop that it's  
7 going to function. And that is incumbent upon us to make  
8 sure that those basic tests are run on the basic two-wire  
9 loop. Again, the one that goes all the way to the customer  
10 premise, if it is a new loop and we test it, again, we are  
11 charged with turning over a loop that functions in a given  
12 set of parameters.

13 Q Wouldn't it be just as logical to turn it over to  
14 AT&T and let AT&T test it and then come back and tell you  
15 that it doesn't work?

16 A No, I wouldn't think so.

17 Q The third item you mentioned, or I guess maybe,  
18 yes, it was the third item of what interconnection agreement  
19 request causing work to be performed by BellSouth had to do  
20 with BellSouth's ability to test and maintain facilities, a  
21 fair statement of what you said?

22 A Yes, that was one of the work drivers.

23 Q Well, testing and maintenance of loops is a  
24 recurring cost that BellSouth incurs as a matter of doing  
25 business, isn't it?

1           A       Yes.

2           Q       So why are you charging AT&T the cost for  
3 performing that test and maintenance as a nonrecurring cost?

4           A       It's not an issue of charging it as part of a  
5 nonrecurring cost. As part of the process for turning up a  
6 loop, we turn up a loop that has a SMAS point or SMAS access  
7 to be able to remotely test it. And the process of putting  
8 that SMAS point and turning the service up falls under a  
9 design parameter. And one of the things that the  
10 consultants for, I guess for AT&T and MCI, Mr. Lynott and  
11 them have talked about is that the placement of this test  
12 equipment in the loop is unnecessary. It takes a bit of  
13 time to do that. It pushes you into a design environment on  
14 those specific loops. So my comment at the beginning on  
15 that specific category is to say that, again, we have very  
16 specific requirements in the interconnection agreement that  
17 says, "BellSouth, if I sell AT&T an unbundled loop, then I  
18 have to have the ability to test it as rapidly as I could  
19 test my own services." And without the addition of that  
20 point, which requires it to go through a design process, I  
21 don't have that ability. I can't test it from a switch  
22 because I don't have switch connection to it. The only way,  
23 the only vehicle I have for doing that is an automated  
24 process that uses a SMAS point, and an integrated test  
25 system as far as an operational support system.

1 Q So these testing points are added as a substitute  
2 for the ability to test electronically from the switch?

3 A Assuming that that specific unbundled loop would  
4 eventually go into a switch, yes. As far as when we turn up  
5 the loop, we are not sure that it terminates in a switch in  
6 the CLEC side. The loop could have been used for something  
7 else.

8 Q Now, let's talk about another aspect of the  
9 physical activity that BellSouth believes it has to engage  
10 in. And you agreed earlier that one aspect of that has to  
11 do with cross connects, correct?

12 A Yes.

13 Q And when we are talking about cross connects, we  
14 are talking about the connections that hook, or I should say  
15 connect the loop to a service area interface, correct, that  
16 would be one example?

17 A Yes.

18 Q Another area for cross connects, it connects the  
19 drop to the NID?

20 A Yes.

21 Q And a third area of cross connects is connecting  
22 to the switch in the central office, correct?

23 A Yes.

24 Q Now, from the standpoint of a loop that is in  
25 existence and has been used, the only cross connects we

1 might be talking about requiring a physical effort would be  
2 those at the central office, isn't that correct?

3 A As far as unbundling a loop and terminating it  
4 into a collocated space?

5 Q That would be one example. But if AT&T was  
6 purchasing an unbundled loop, there would be no need to do  
7 anything with the cross connects at the service area  
8 interface, correct?

9 A As long as that same loop could be used, given  
10 the caveat that, number one, this is an existing line, it's  
11 not an additional line. And also given the caveat that the  
12 customer did not want parallel service, then, yes, as long  
13 as that same loop can be used, that would be it.

14 Q As long as it can be used, the service area  
15 interface and the NID cross connects would remain in place,  
16 correct?

17 A Correct.

18 Q So it's really only the central office cross  
19 connects that may or may not have to be dealt with, correct?

20 A Like I said, as long as the caveats we talked  
21 about before were held to, then that would be true.

22 Q And from the standpoint of central office cross  
23 connects, if it is a staffed office, there is no requirement  
24 for any technician to travel to that office, isn't that  
25 correct?

1           A       That's correct.  And I think Daonne had stated  
2 fairly clearly that we did not build any travel time into  
3 the unbundled loop elements.

4           Q       And could you describe for me what a cross  
5 connect in a central office is?  Let's assume that we were  
6 talking about copper cross connect?

7           A       It would, I guess, physically, in its simplest  
8 case, be a pair of wires that would terminate on what is  
9 called the port appearance, or where the switch termination  
10 comes out, and that wire is run down a tray to another frame  
11 or possibly to that same frame where the loops terminate.  
12 In basic simple terms, it is a pair of wires that make the  
13 loop termination and the port termination come together.

14          Q       From a layman's standpoint, it's kind of like  
15 plugging your VCR into your TV.  You take cable that has  
16 connections on both ends, and you stick them into the proper  
17 ports?

18          A       More like I'm going to put an antenna up on my  
19 roof, and I've got to take the wire from that antenna, and  
20 maybe I run it through the attic, and maybe I find a place  
21 where I can drop it down into the den and make it appear,  
22 and then finally connect it to the TV.  As far as running it  
23 up and down a tray, the complexities of finding space to put  
24 the wire and making sure that it is in place and connected.  
25 It's a little bit more complicated than a plug-in behind a

1 VCR.

2 Q Now, another aspect of the manual effort required  
3 that BellSouth believes is required relates to a fallout,  
4 correct?

5 A Yes.

6 Q And the fallout I want to talk you about does not  
7 have anything to do with fallout at the ordering level, I  
8 think your term is downstream, it's once the order has been  
9 placed. And fallout is assumed to occur at that juncture?

10 A Downstream from the ordering process?

11 Q Correct.

12 A Yes.

13 Q And what is the assumption in the cost study for  
14 how often that happens?

15 A I'm sorry, can you repeat that?

16 Q What is the assumption in the cost study for how  
17 often fallout happens, once a service order has been  
18 recognized by BellSouth, and BellSouth is dealing with it?

19 A Two centers, specifically, in the two-wire loop  
20 that deal with that. One of them is the AFIG, and the other  
21 one is the outside plant group. The fallout for the AFIG is  
22 assumed to be 20 percent. And the fallout out of that for  
23 the outside plant is assumed to be 10 percent. Those are  
24 the numbers and the assumptions that were built into,  
25 specifically, the two-wire unbundled loop.

1 Q Do you have the cost study available?

2 A No.

3 Q Well, let me ask you a question. On average, can  
4 you tell me for a two-wire loop, what percentage of the  
5 nonrecurring time would relate to dealing with fallout?  
6 I'm just looking for an approximate number.

7 A For the overall, for the total amount?

8 Q Yes. How much would -- how much time would be  
9 required by the fallout that would trigger work by the AFIG  
10 group and the OSPG group?

11 A Again, you're talking about time elements we have  
12 assigned to them because of fallout compared to the total  
13 time to provision the circuit for all the centers?

14 Q That is correct.

15 A I would have to add up to see. I would even have  
16 to look at the cost sheet to be able to come up with the  
17 very specific times that are applied to AFIG and outside  
18 plant for that specific element for fallout.

19 MR. LEMMER: Madam Chairman, if I could approach  
20 the witness for a moment.

21 BY MR. LEMMER:

22 Q Mr. Landry, I'm giving you the cost study, and I  
23 would ask you to look at Page 1647 and 1648.

24 And, for the record, if you would, identify what  
25 elements you are looking at on those two pages?

1           A       This is a nonrecurring cost summary.  It's a loop  
2 distribution for four-wire analog voice grade loop.  It is a  
3 nonrecurring cost.  It has direct costs, shared costs,  
4 TELRIC for first and additional.

5           Q       And if you would turn to the next page, please.  
6 Does that next page set out various times for various  
7 efforts --

8           A       Yes.

9           Q       -- relating to nonrecurring activities?

10          A       Yes.

11          Q       And can you tell me, based on what is on Page  
12 1637, what percentage of the total time is reflected or  
13 reflects manual efforts relating to fallout?

14          A       Excuse me, was that 1647?

15          Q       If I said 47, I meant 37.  1637.

16          A       The total time element is not reflected on here.  
17 If I run across to the total amount of money that is applied  
18 over at the end for the AFIG, as best as I can tell the  
19 numbers are awfully small.  It might be like eight dollars  
20 out of the \$345 are AFIG fallout contributions to the total  
21 bottom line cost of the loop.

22          Q       And how about fallout costs relating to the OSPG?

23          A       That one is \$50.

24          Q       So for this particular unbundled network element,  
25 there is approximately \$58 out of approximately \$400 related

1 to fallout, fair statement?

2 A Yes. A fair statement.

3 Q Now, the fallout assumptions are based on  
4 BellSouth's experience in the interexchange world, correct?

5 A That is correct.

6 Q And in the interexchange world, there is a method  
7 for transitioning customers called a PIC, P-I-C?

8 A That's correct.

9 Q And do you know what a PIC represents?

10 A In general, from my perspective, and I have not  
11 been involved in the PIC side, but PIC is a very simple  
12 switch translation that requires only a couple of very basic  
13 elements on it to be able to make a change from one carrier  
14 to the other.

15 Q I believe you stated earlier that BellSouth has  
16 been experiencing substantial fallout or problems with  
17 orders placed in the PIC environment, correct?

18 A No. I'm not aware of the fallout. I think I may  
19 have been asked either in South Carolina or in the  
20 deposition about the amount of fallout associated with PIC.  
21 Again, I'm not involved in the PIC process, and I don't know  
22 how much of that is fallout.

23 Q Are you aware -- I'm sorry, go ahead.

24 A It's a fairly simple process. I would be  
25 surprised if it has a lot of fallout.

1           Q        Would you be surprised that the average charge  
2 for a PIC change is two dollars?

3           A        Again, I'm not aware of the charge.

4           Q        The fallout time alone for the unbundled network  
5 element we were just talking about is \$58, so that's  
6 roughly 25, 30 times as much as a PIC charge.

7                    Do you believe that dealing with unbundled  
8 network elements is 25, 30 percent more -- 25 to 30 times  
9 more complicated than a PIC change?

10          A        I would say so, yes. The AFIG center that is  
11 there, that is shown in there, at the point any of these  
12 orders incur a problem there are typically two to three  
13 orders that are flowing along with that, the one for the  
14 disconnect of the service, the one for the turn up, the one  
15 for number portability. All of these orders are critically  
16 sequenced, and as soon as one of these orders falls out or  
17 incurs an error, then this whole thing has to be undone, the  
18 orders have to be sequenced. That is one part of it, that  
19 you are having to deal with multiple orders.

20                    Again, those things that appear on the service  
21 orders for interconnecting an unbundled loop to a  
22 collocation space deal with connecting facility assignments,  
23 deal with very, very technical parameters as far as network  
24 channel codes, network channel interface codes. The very  
25 specific point called the ACTL or the common language point

1 where this thing is to be terminated within an office.  
2 Again, very critical because many times you will have  
3 multiple collocators within an office. So you have to be  
4 specific in where this unbundled loop is being taken to,  
5 especially if it is being provided by somebody who may be  
6 using a collocator as a carrier. So, yes, there is a  
7 considerable level of complexity.

8 Q Now, the cost sheets that you were looking at on  
9 Page 1636 and 1637, were you responsible for developing the  
10 times that are associated with the various activities?

11 A The one that I have was 1648, which was the  
12 four-wire.

13 Q Whatever. Looking at those particular sheets  
14 that break out the various activities for which time for  
15 nonrecurring charges are developed, were you responsible for  
16 developing those times?

17 A No, sir, not the specific times, no. Those were  
18 developed by a group of network SMEs that sat on a number of  
19 different teams over the latter part of 1996 into 1997  
20 developed the times.

21 COMMISSIONER CLARK: Network what?

22 THE WITNESS: Subject matter experts, SMEs. I'm  
23 sorry.

24 BY MR. LEMMER:

25 Q So was it your job to assess the reasonableness

1 of the times that these subject matter experts gave you?

2 A Not so much to assess the reasonableness of it.  
3 My job was to try to develop an overall process, sort of  
4 looking at, based on my background and what I knew about the  
5 different processes, to try to start with an order flow from  
6 the front end, which groups would need to be involved, and  
7 to pull this group of network people together and to develop  
8 the methods to support the product, to develop the cost for  
9 the cost filing, and also to work with the area people in  
10 deploying those specific products so they could be  
11 provisioned locally.

12 Q So then you can't tell this Commission as to  
13 whether the times reflected for the various unbundled  
14 network elements for nonrecurring activities is reasonable  
15 or unreasonable?

16 A I can. I can state that they are reasonable.

17 Q How can you state they are reasonable, you just  
18 told me you didn't know.

19 A Based on the things that I know about the  
20 different processes, and based on the level of knowledge  
21 that the subject matter experts brought into the meeting,  
22 these are the people that have actually done that. These  
23 are the people that sat in meetings and talked to and fro  
24 about how one document or a service order comes from one  
25 person to the other, what do I have to do to be able to

1 respond to that? How much of this falls out? What do I do  
2 with it when it falls out? I have been on the phone with a  
3 lot of the resolutions, particularly the AFIG, for the first  
4 several months of the process in trying to have some of  
5 these orders flow through, have been on the line with the  
6 network SMEs, with the center in the field in trying to make  
7 these orders flow and watching what had to be done to be  
8 administered. So, no, I cannot validate down to the minute  
9 each of the times that are in there, but I can attest to  
10 their reasonableness.

11 Q Now, isn't it a fact in your deposition you  
12 stated you were unable to support any of the work times  
13 related to the unbundled port?

14 A The unbundled port -- that would be correct. The  
15 unbundled port was developed in another team.

16 Q Isn't it also true that you stated you couldn't  
17 support any of the service order increments identified for  
18 any of the elements contained in the study?

19 A I'm sorry, the service order increments?

20 Q Right. Times for service ordering.

21 A For example, like from an LCSC perspective?

22 Q Yes.

23 A That's correct, that was a different SME. Again,  
24 that -- the person who developed that did work with the  
25 team, was in the meetings that I called. But from my

1 perspective, I am not responsible for her times, I cannot  
2 speak for her.

3 MR. LEMMER: Madam Chairman, if I could, again,  
4 approach the witness and hand him a document.

5 BY MR. LEMMER:

6 Q Mr. Landry, I would like you to look at Page 496  
7 of the cost study, please.

8 A Yes, sir.

9 Q And this relates to the two-wire subloop,  
10 correct?

11 A Yes.

12 Q And the statement at the very top of that page  
13 says, "Assumes manual service order entry," do you see that?

14 A Yes.

15 Q So that's indicating that there is no electronic  
16 activity assumed for purposes of developing the times on  
17 this page, is that correct?

18 A For the service order entry, correct.

19 Q Can you tell me, using the lines down, the  
20 numbers down the left-hand side, which of these activities  
21 would either be diminished or eliminated if there was  
22 electronic service ordering capability?

23 A Line Number 17 would be the one that would be  
24 effected by being able to electronically pass or process the  
25 order. This specific process, if I understood the LCSC SME

1 correctly still would require a manual service inquiry, so  
2 there would still be a hook in the process, where once it  
3 got to that center, service inquiry would need to be  
4 generated. After that service inquiry had been responded  
5 positively to, the order would be allowed to then migrate  
6 from this entry system into the process without manual LCSC  
7 handling.

8 Q Now, if this Commission were to decide that  
9 including disconnect times in an up-front charge to CLECs  
10 was inappropriate, would it be fair to say that the  
11 Commission could look at what is labeled Column B,  
12 disconnect work times, to determine how much of the  
13 nonrecurring cost relates to disconnect?

14 A From a first glance at it, I would say yes.

15 Q Those columns that are under the heading  
16 disconnect do relate to the disconnecting of the service,  
17 correct?

18 A Yes.

19 Q If you would look at Line 18, please. Line 18  
20 deals with the WMC, do you see that?

21 A Yes.

22 Q And WMC stands for what?

23 A Work Management Center.

24 Q And the function of the Work Management Center,  
25 at least for Line 18, says coordinates, dispatch

1 technicians. Is that an accurate statement of what is  
2 occurring in that line?

3 A Yes.

4 Q And then when you look at Line 19, Line 19 talks  
5 about the ACAC. And the ACAC is what?

6 A Access Customer Advocacy Center.

7 Q And this essentially talks about coordinating the  
8 administration of the service order. Would that include  
9 overseeing technicians?

10 A No. Except for those within the center itself.  
11 But as far as the dispatch technicians, to my understanding  
12 it does not. It would involve, if overtime was needed in  
13 seeking out and obtaining somebody to do that, it would in  
14 the case of an expedite require again that they seek and  
15 find somebody outside of the normal workloading process.  
16 But as far as direct supervision of those technicians, no.

17 Q Does the ACAC oversee the performance of the WMC?

18 A No.

19 Q So the administration of the service order by the  
20 ACAC has nothing to do with the technicians who are going to  
21 be working on the service order?

22 A That's not exactly true. The ACAC would be  
23 charged with the coordination of the turn-up of the service,  
24 and in this specific case as far as disconnecting it. But  
25 they are not -- they would, they are not directly charged

1 with the supervision or the performance of the WMC. I mean,  
2 the ACAC at the final process of coordinating the testing,  
3 turning up of the circuit, would be dependent upon the WMC  
4 having provided technicians there for that function at that  
5 time.

6 Q The technicians that are dispatched by the WMC on  
7 Line 18, what is their function, what are they doing?

8 A In general, they would be performing the physical  
9 work. Whether it's outside or inside on the circuit, in  
10 this specific case the subloop would be, of course, outside.

11 Q If you look at Line 27, it says that the ACAC  
12 dispatches appropriate work groups. That sounds to me like  
13 it is dispatching technicians, is that correct?

14 A It's not from that context, I guess. Again, the  
15 ACAC is the single point of contact for turning up the  
16 service. And they are responsible for, in the case of a  
17 coordinated turn up of a loop, would get the technicians on  
18 the line, would make sure that the technicians were there,  
19 that the work was performed, the testing was performed.

20 CHAIRMAN JOHNSON: Excuse me, how much more do  
21 you have?

22 MR. LEMMER: Maybe 20 minutes.

23 CHAIRMAN JOHNSON: Okay. Go ahead.

24 MR. LEMMER: I will make sure it's 20 minutes,  
25 too.

1 BY MR. LEMMER:

2 Q So if we are looking at Lines 18, 19 and 27, you  
3 see no overlap in the coordination and dispatch effort, is  
4 that a fair statement?

5 A Yes.

6 Q But isn't it a fact that all of these efforts  
7 relate to provisioning the order?

8 A Yes.

9 Q Now, does BellSouth have a work force  
10 administration system?

11 A Yes.

12 Q And what do you know about that system?

13 A Some general knowledge of the system, and that it  
14 does do dispatches. There are certain things that it will  
15 not do. The system is typically loaded, periodically, like  
16 on a nightly basis to be able to manage the technicians the  
17 next day. Things that fall outside of its realm, the  
18 ability to handle any kind of overtime, if for some reason  
19 additional technicians are needed one place or another,  
20 somebody is needed to work late, the system can't manage  
21 that.

22 Specific service order issues that it can't  
23 manage, as far as in and out activity on a service order  
24 needs to be reviewed and looked at to make sure that a  
25 dispatch actually, actually needs a technician, so there are

1 a number of things that the system can handle and it does  
2 handle. We do deploy it.

3 There are a number of other things that it just  
4 cannot do mechanically.

5 Q Is it fair to say that the work force  
6 administration system is an electronic system for  
7 coordinating the dispatch of technicians and monitoring the  
8 completion of service turn-ups, among other things?

9 A From a very, a basic level that is its intended  
10 function. As I said, there are some limitations to those  
11 things that it can do, and those things that somebody has to  
12 handle manually.

13 Q Are the impacts of the electronic capabilities of  
14 the work force administration system reflected in the times  
15 on this document?

16 A Yes.

17 Q And how do you know that?

18 A The network SME that gave me the times, those are  
19 times for his center, and average times for those functions  
20 performed within that center. And that center does use that  
21 specific system.

22 Q And did you ever have discussions with any of  
23 these experts about the usability of the work force  
24 administration system?

25 A Yes.

1 Q And what was the substance of those discussions,  
2 what did you ask them?

3 A In general, as far as the functionality of that  
4 system, what are its limitations? Will it do everything?  
5 Are there certain things that it can't do?

6 Q And were there any documents that you received in  
7 response to those questions?

8 A No, sir.

9 Q Does the work force administration system have a  
10 data base regarding times, length of times to do a  
11 particular task?

12 A That I don't know. I did not get into that  
13 discussion with the subject matter expert.

14 Q Let me ask you to look at Line 28, if you would,  
15 please. And would you translate what Line 28 says?

16 A It says, "Installation and maintenance group will  
17 make a cross connect at a cross box, will test the circuit  
18 with the central office at the prem and at the cross box,  
19 will tag the circuit and will complete the order."

20 Q Now, if I read this chart correctly, under the  
21 installation time it says this is -- the first item will  
22 require approximately 95 or 96 minutes, would you agree with  
23 that?

24 A Yes.

25 Q Can you tell me the specific tasks with times

1 that make up that 96 minutes?

2 A Not the specific ones, no. Like I said, the  
3 subject matter expert did not break those into very granular  
4 I opened the cross box, I catch the spool of wire, you know,  
5 I measure it and make sure it's the right length. I can now  
6 clip onto the cross connect cable that goes to the CLEC, the  
7 cross connect cable that goes to the other one, the next one  
8 I do my test.

9 No, I do not have that level of granularity.

10 Q Do you know whether this time includes  
11 installation of the NID or the drop?

12 A No. I do not think it includes those.

13 Q And do you know for sure that it does or does not  
14 include them?

15 A I don't know for sure, but I would not think it  
16 would include that. I think that the NID, the time to place  
17 the NID would have been capitalized, the time to bury or  
18 place a drop, again, would have probably been caught under  
19 recurring.

20 Q Let me ask you to turn to Page 532 of the cost  
21 study, please.

22 Do you have that page, sir?

23 A Yes.

24 Q Up in the left-hand corner it indicates this  
25 relates to the two-wire HDSL compatible loop, correct?

1           A       Yes.

2           Q       Let me ask you to turn to line, or look down to  
3 Line 29?

4           A       Yes.

5           Q       And would you, again, translate what that is  
6 saying?

7           A       Essentially the same thing as before, that the  
8 special service installation and maintenance needed a cross  
9 box connection would make that, would test the circuit at  
10 the PRIM, at the cross box if it was needed, would tag the  
11 circuit and would complete the order.

12          Q       Now this, if I read this correctly, this is about  
13 two hours and 40 minutes worth of work, 160 minutes worth of  
14 work?

15          A       Yes.

16          Q       Can you tell me what tasks comprise that 260  
17 minutes worth of work?

18          A       Not in specific detail. But, again, this is a --  
19 it's an HDSL capable loop which would require a considerable  
20 amount of testing, as far as setting up the test set,  
21 running a test over the loop with the central office and,  
22 again, making sure that the service functions, as compared  
23 to the two-wire loop which would have been, a two-wire  
24 subloop, our loop, which would have been a much simple test.  
25 This one equating, equating to the same type of test that

1 would need to be run equivalent to a DS-1 level service,  
2 probably.

3 Q Now, isn't it true that the time that's specified  
4 here, this 160 minutes would be reduced to the extent that  
5 you were working on a HDSL loop that had been functioning as  
6 a HDSL loop before the transfer?

7 A Some of the time as far as the cross connect  
8 within the cross box, yes. As far as, again, the service if  
9 you were reterminating the service, moving it from an  
10 existing termination within the CO, moving it to a  
11 collocation cross connect. Again, the methods call for a  
12 retest of that circuit to make sure that when we turn it  
13 over to the CLEC that it does function. So the time would  
14 be reduced by a certain amount, but there is still a  
15 considerable amount of time to run the performance tests on  
16 it.

17 Q And do you know what assumptions were made by the  
18 subject matter expert in calculating this time as to how  
19 often an existing HDSL loop would be encountered in this  
20 situation?

21 A No, I do not.

22 MR. LEMMER: That is all I have. Thank you.

23 CHAIRMAN JOHNSON: We are going to conclude.

24 COMMISSIONER DEASON: Before we break, I have got  
25 a question.

1                   Mr. Landry, does your cost study have the average  
2 amount of time it takes a BellSouth witness to be cross  
3 examined? If it does, you may need to increase your average  
4 after this proceeding.

5                   THE WITNESS: I'm sort of a novice at this.  
6 So I --

7                   CHAIRMAN JOHNSON: We're going to conclude, and  
8 we'll reconvene tomorrow at nine o'clock.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25