1

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

2

3

_____

In re: Complaint of MCI Metro   :   DOCKET NO. 980281-TP
4   Access Transmission Services,   :
Inc. against BellSouth   :
5   Telecommunications, Inc. for   :
Breach of approved   :
6   Interconnection agreement.   :
                                  :
_____

7

8   VOLUME 3

9   PAGES 271 through 445

10

PROCEEDINGS: **HEARING**

11

BEFORE: CHAIRMAN JULIA L. JOHNSON
12   COMMISSIONER SUSAN F. CLARK
                          COMMISSIONER J. TERRY DEASON
13   COMMISSIONER JOE GARCIA
                          COMMISSIONER E. LEON JACOBS

14

15   DATE: Wednesday, August 5, 1998

16   PLACE: Betty Easley Conference Center
                          Room 148
17   4075 Esplanade Way
                          Tallahassee, Florida

18

REPORTED BY: LISA GIROD JONES, RPR, RMR

19

APPEARANCES:

20

         (As heretofore noted.)

21

22

23

24

25

Lisa Girod Jones

I N D E X - VOLUME 3

WITNESSES

EXHIBITS

EXHIBIT NO.	IDENTIFIED	ADMITTED
9 - (Stacy) (Composite) WNS-1 - WNS-29	276	400
10 - (Stacy) Stacy Deposition, Part 1	352	400
11 - (Stacy) Stacy Deposition, Part 2	352	400
12 - (Stacy) Stacy Deposition Exhibit 1	352	400
13 - (Stacy) Revised Response to Late-filed Deposition Exhibit 2	352	400
14 - (Stacy) Supplemental Response to Late-filed Deposition Exhibit 2	352	400
15 - (Stacy) (Late-filed) The Descriptions for the Department of Justice of BellSouth's System	394	
16 - (Hendrix) JDH-1 - JDH-16	402	444
17 - (Hendrix) Attachment VIII, Page 97, MCI/BST Interconnection Agreement	439	444

1   PROCEEDINGS

2   (Transcript continues in sequence from

3   Volume 2.)

4   PROCEEDINGS

5   CHAIRMAN JOHNSON: We're going to take a

6   ten-minute break.

7   (Recess from 1:50 p.m. until 2:10 p.m.)

8   CHAIRMAN JOHNSON: We'll go back on the

9   record. Call your next witness.

10   MS. WHITE: BellSouth would call William Stacy

11   at this time.

12   WILLIAM N. STACY

13   was called as a witness on behalf of BellSouth

14   Telecommunications, Inc., and having been duly sworn,

15   testified as follows:

16   **DIRECT EXAMINATION**

17   BY MS. WHITE:

18   Q   Mr. Stacy, will you please state your name and

19   address and place of employment?

20   A   My name is William N. Stacy. My title is

21   Operations Vice President of Interconnection Services,

22   and my business address is 675 West Peachtree Street,

23   Atlanta, Georgia.

24   Q   And you work for BellSouth?

25   A   Yes, I do.

1   Q   Have you previously prepared and prefiled in

2 this case direct testimony consisting of 47 pages?

3   A   Yes, I did.

4   Q   Do you have any changes to that testimony?

5   A   I do not.

6   Q   If I were to ask you the same questions that

7 are in your direct testimony today, would your answers

8 to those questions be the same?

9   A   Yes, they would.

10   MS. WHITE: Madam Chairman, I would like to

11 have Mr. Stacy's direct testimony inserted into the

12 record as if read.

13   CHAIRMAN JOHNSON: It will be so inserted.

14   Q   (By Ms. White) Did you prepare 29 exhibits to

15 your direct testimony labeled WNS-1 through WNS-29?

16   A   I did.

17   Q   And those exhibits were prepared by you or

18 under your direction and supervision?

19   A   Yes, they were.

20   Q   Do you have any changes to those exhibits?

21   A   I do not.

22   MS. WHITE: I would like to have the exhibits

23 attached to Mr. Stacy's direct testimony marked for

24 identification.

25   CHAIRMAN JOHNSON: Okay, we're on Exhibit 9.

1   And it's a composite -- is it a composite?

2   MS. WHITE: Yes, a composite of WNS-1 through

3   WNS-29.

4   CHAIRMAN JOHNSON: Composite Exhibit WNS-1

5   through 29.

6   (Exhibit No. 9 marked for identification.)

7   Q   (By Ms. White) And Mr. Stacy, you also

8   prefiled in this case rebuttal testimony consisting of

9   22 pages, didn't you?

10   A   Yes, I did.

11   Q   Do you have any changes to that testimony?

12   A   No, I do not.

13   Q   If I asked you the questions that are

14   contained in your rebuttal testimony today, would your

15   answers to those questions be the same?

16   A   Yes, they would.

17   Q   And you did not have any exhibits attached to

18   your rebuttal testimony, did you?

19   A   That's correct.

20   Q   Mr. Stacy, would you give your summary,

21   please? I'm sorry, let me move the rebuttal testimony

22   into the record first.

23   CHAIRMAN JOHNSON: It will be inserted into

24   the record as though read.

25   MS. WHITE: Thank you.

1		BELLSOUTH TELECOMMUNICATIONS, INC.
2		DIRECT TESTIMONY OF WILLIAM N. STACY
3		BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4		DOCKET NO. 980281-TP
5		JUNE 1, 1998
6		
7	Q.	PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH
8		BELLSOUTH TELECOMMUNICATIONS, INC.
9		
10	A.	My name is William N. Stacy. I am employed by BellSouth
11		Telecommunications, Inc. (BellSouth or BST). My business address is
12		675 West Peachtree Street, Atlanta, Georgia 30375. I am the Operations
13		Vice President - Interconnect Services for the Interconnection Operations
14		department of BellSouth. In this position, I am responsible for
15		development of the procedures used by BST personnel to process
16		Alternative Local Exchange Company (ALEC) service requests, and for
17		assisting the service centers in Interconnection Operations in
18		implementing ALEC contracts in a manner consistent with State
19		Commissions and the Federal Communications Commission (FCC) rules
20		and regulations governing local exchange competition. I have held
21		numerous positions with BST in Network Engineering, Operator Services,
22		Network Planning and Network Operations.
23		
24	Q.	PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
25		

1   A.   I graduated from the University of Kentucky with a Bachelor of Science

2   degree in Electrical Engineering in 1970. I have held a number of

3   positions of increasing responsibility with BellSouth over 28 years,

4   including positions in engineering, operator services, and network

5   management. In the position I held prior to this assignment, I was

6   responsible for all of BellSouth's regional operations centers, including the

7   center that manages BellSouth's entire trunking network, and those that

8   monitor the switching systems and network transport elements of that

9   network. In my current assignment, I am responsible for developing

10   BellSouth's electronic interfaces for the ALECs, insuring that these

11   interfaces are operationally ready, and for managing issues relating to

12   BellSouth's operational policies relating to ALECs. I am a registered

13   professional engineer in the states of Alabama, Kentucky and Mississippi.

14

15   Q.   HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC

16   SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE

17   SUBJECT OF YOUR TESTIMONY.

18

19   A.   Yes. I have testified before the state Public Service Commissions in

20   Alabama, Florida, Georgia, Kentucky, Louisiana, South Carolina, and

21   Tennessee on the subjects of Operational Support Systems (OSS), and

22   on Performance Measurements.

23

24   Q.   WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED

25   TODAY?

1

2 A.   The purpose is of my testimony to explain BellSouth's positions on issues

3   raised in the Complaint filed by MCImetro Access Transmission Services,

4   Inc. ("MCImetro") as filed with the Florida Public Service Commission (the

5   "Commission") on February 23, 1998. Specifically I will address Issues

6   One through Seven, and Nine.

7

8 **Issue One**

9 **Has BellSouth provided MCImetro with information about BellSouth's OSS**

10 **and related databases in compliance with the Telecommunications Act of**

11 **1996 and the parties' Interconnection Agreement? If no, what action, if**

12 **any, should the Commission take?**

13

14 Q.   HAS BELLSOUTH PROVIDED TO MCIMETRO THE NECESSARY

15   INFORMATION RELEVANT TO ITS OSS?

16

17 A.   Yes. Materials have been supplied directly to all ALECs, including

18   MCImetro, via their account teams, at ALEC conferences, and during

19   training classes, OSS meetings and workshops. Updates are also made

20   available to ALECs. ALECs also have access to most of this information

21   at BellSouth's Interconnection Web site.   The address is

22   *www.bellsouth.com/interconnection.*

23

24 Q.   WHAT TRAINING CLASSES DOES BELLSOUTH OFFER?

25

1 A. BellSouth offers ALECs the following training classes:

2 CLEC Basic Training - covers pre-ordering, ordering, provisioning, billing

3 and maintenance of BellSouth products and services

4 EDI Training

5 LENS Training

6 TAFI Training

7 Other non-OSS related training classes including ISDN, UNEs, Product &

8 Service overview.

9 MCI has attended the CLEC Basic class (6 attendees), the EDI training

10 class (2 attendees), the LENS Training class (8 attendees), the TAFI

11 training class (1 attendee), the Product & Service overview class (1

12 attendee), and the UNE class (1 attendee).

13

14 Q. PLEASE LIST THE TYPES OF INFORMATION PROVIDED DIRECTLY

15 TO ALECs, INCLUDING MCIMETRO.

16

17 A. ALECs, including MCImetro, have received user manuals, technical

18 specifications, business rules, hands-on training, and information from

19 joint implementation team activities.

20

21 Q. DO THESE DOCUMENTS CONTAIN BELLSOUTH'S BUSINESS

22 RULES?

23

24 A. Yes. Business rules concerning electronic ordering are contained in the

25 Local Exchange Ordering (LEO) Guide, documentation for the LEO and

1   LESOG (Local Exchange Service Order Generator) databases, and in the

2   SOER (Service Order Edit Routine) edits. The LEO Guide, LEO and

3   LESOG edits, and the SOER edits contain the same information, but in

4   different formats. The Standard Interval Guide also contains business

5   rules.

6

7 Q. HAS MCIMETRO HAD OTHER OPPORTUNITIES TO LEARN ABOUT

8   BELLSOUTH'S OSS?

9

10 A. Yes. BellSouth has produced detailed information about its OSS at

11   numerous regulatory proceedings, including those before this

12   Commission, other state commissions, and the FCC. ALECs, including

13   MCImetro, have had ample opportunity to cross-examine BellSouth's

14   witnesses on matters concerning BellSouth's OSS, and have done so.

15

16 Q. WHAT IS THE NATURE OF MCIMETRO'S COMPLAINT REGARDING

17   ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

18   GENERALLY?

19

20 A. MCImetro complains generally that BellSouth has violated the

21   Telecommunications Act of 1996 ("Act") and breached the Interconnection

22   Agreement between BellSouth and MCImetro by not permitting MCImetro

23   to "inspect" BellSouth's OSS and related databases. MCImetro is making

24   the remarkable request that this Commission order BellSouth to allow

25   MCImetro to review each of BellSouth's internal ("back office") OSS

1   systems at a level of detail that includes the layout of each individual field

2   in each individual database. "Back office" operations support systems are

3   proprietary intellectual property because they contain software which is

4   trade secret information.

5

6   Q.   DOES BELLSOUTH HAVE AN OBLIGATION TO PERMIT MCIMETRO

7   OR ANY OTHER ALEC TO INSPECT ITS PROPRIETARY SYSTEMS,

8   DATABASES, AND RELATED DOCUMENTATION?

9

10   A.   No. There is nothing in the Act or the Interconnection Agreement that

11   obligates BellSouth "to permit MCImetro to inspect BellSouth's OSS and

12   related databases," as alleged by MCImetro in its Complaint. Additionally,

13   I am aware of no statute or contractual provision that entitles MCImetro to

14   the technical specifications or layouts of BellSouth's proprietary internal

15   operating systems or related databases that are beyond the scope of the

16   ALECs' interfaces to those systems or databases. BellSouth's obligation,

17   according to the Act, is to provide ALECs with access to BellSouth's OSS

18   in substantially the same time and manner as BellSouth does for itself, an

19   obligation that BellSouth has satisfied as is demonstrated by the

20   performance measures.

21

22   Q.   MCIMETRO CLAIMS IN ITS COMPLAINT THAT "BELLSOUTH MUST

23   PROVIDE INFORMATION CONCERNING THE OSS SYSTEMS AND

24   DATA BASES IT USES TO SERVE ITS OWN CUSTOMERS. THIS

25   INFORMATION IS NECESSARY TO ASSESS WHETHER THE OSS

1 CAPABILITIES BELLSOUTH PROVIDES ITSELF AND TO ALECS ARE

2 EQUIVALENT, AND ALSO TO DETERMINE THE CAUSES OF

3 DISPARITIES REVEALED BY PERFORMANCE MEASUREMENT

4 DATA." DO YOU AGREE?

5

6 A. Absolutely not. No such obligation is imposed on BellSouth by any law or

7 statute of which I am aware. There is no such requirement in the

8 Interconnection Agreement, nor is there any reasonable basis for an

9 expectation that what would amount to a detailed disclosure of BellSouth's

10 intellectual property would be useful in evaluating "parity". The only

11 possible benefits to MCImetro of obtaining a field-by-field layout of each of

12 BellSouth's databases would be to allow MCImetro to substitute

13 BellSouth's existing intellectual property for MCImetro's own software

14 development, or to support MCImetro's ongoing focus on the form of the

15 interfaces for ALECs versus the form of BellSouth's interfaces, rather than

16 the substance. BellSouth's own retail sales negotiation systems, RNS

17 (Regional Negotiation System) and DOE (Direct Order Entry), are very

18 different in the way they appear and how they operate, yet these are

19 differences primarily in form, rather than substance. The same functions

20 are accomplished with both, except one is for residential orders and the

21 other for business orders. It is not surprising that RNS and LENS, the

22 Local Exchange Navigation System for ALECs, for example, appear to be

23 very different, even though they accomplish the same functions. The

24 bottom line for the ALEC systems is not form, but substance, such as

25 whether BellSouth provides access to the required information and

7

1   functions for pre-ordering, address validation, telephone number

2   selection, due date information, features and services, and customer

3   service record information, in substantially the same time and manner as

4   for its retail operations. This is depicted in the CLEC and retail OSS

5   diagram in Exhibit WNS-29. More significantly, MCI's emphasis -- in both

6   the arbitration and Section 271 proceedings -- on its desire for machine-

7   to-machine interfaces belies any notion that how information is displayed

8   is somehow relevant to parity, as machine-to-machine interfaces do not

9   display the information at all, but exchange the data at a system level.

10   Any display of the information obtained through a machine-to-machine

11   interface is entirely at the discretion of, and under the control of,

12   MCImetro.

13

14   Q.   HAVE MCIMETRO AND BELLSOUTH CORRESPONDED ABOUT

15   THESE MATTERS?

16

17   A.   Yes. Please see the documents attached as Exhibits WNS-1 through

18   WNS-3, and WNS-26.

19

20   **Issue Two**

21   **Has BellSouth provided MCImetro with the Street Address Guide (SAG)**

22   **data in compliance with the Telecommunications Act of 1996 and the**

23   **parties' Interconnection Agreement? If no, what action, if any should the**

24   **Commission take?**

25

1 Q. WHAT IS THE REGIONAL STREET ADDRESS GUIDE ("RSAG")?

2

3 A. The RSAG, sometimes referred to as the Street Address Guide ("SAG"),

4   is a database containing information that can be used to perform address

5   validations. Currently, BellSouth makes the information in this database

6   available to ALECs, including MCImetro, on a real time basis through the

7   LENS and EC-Lite pre-ordering interfaces.

8

9 Q. HOW DOES BELLSOUTH PERFORM ADDRESS VALIDATION FOR ITS

10   RETAIL CUSTOMERS?

11

12 A. For residence customers, BellSouth validates addresses using the RNS.

13   For business customers, BellSouth uses the address validation screens in

14   DOE. The BellSouth service representative sends an inquiry to, and

15   receives a response from, the RSAG via RNS and DOE.

16

17 Q. HOW CAN MCIMETRO PERFORM ADDRESS VALIDATION?

18

19 A. ALECs can perform the address validation function by using LENS or EC-

20   Lite. Using either of these interfaces, the ALEC representative sends an

21   inquiry to, and receives a response from, the same RSAG database

22   accessed by RNS and DOE. The RSAG database returns address

23   information without regard to whether the request originated from an

24   ALEC or from BellSouth. EC-Lite and LENS provide community name

9

1   abbreviations used for service orders, and other useful information, such

2   as zip codes. MCImetro uses LENS for pre-ordering functions.

3

4   Q.   WHY ARE VALID ADDRESSES IMPORTANT?

5

6   A.   Valid street addresses are a necessary input for other pre-ordering

7   functions, such as obtaining telephone numbers, feature information, and

8   due date information. Valid street addresses also are important because

9   they minimize the "fall-out" of orders that results in manual intervention,

10   which in turn can delay the processing of ALEC orders.

11

12   Q.   WHAT IS THE NATURE OF THE DISPUTE BETWEEN BELLSOUTH

13   AND MCIMETRO ON THIS ISSUE?

14

15   A.   MCImetro contends that BellSouth must provide a "download" of the

16   RSAG database and all updates to MCImetro. BellSouth contends, based

17   on the Interconnection Agreement, that it is only required to make such

18   information available electronically, which it has done through more than

19   one means.

20

21   Q.   IS BELLSOUTH COMPLYING WITH THE TERMS OF THE ACT AND

22   INTERCONNECTION AGREEMENT WITH REGARD TO RSAG DATA?

23

24   A.   Yes. MCImetro has real time access to the RSAG address validation

25   information through the LENS and EC-Lite pre-ordering interfaces. This

1   access includes updates to that information. As an alternative to

2   electronic access through LENS, MCImetro may obtain address validation

3   information through the Interexchange Carrier Reference Validation

4   service. MCImetro was advised of these capabilities in a letter to Mr.

5   Walter Schmidt of MCI (Exhibit WNS-26) dated August 20, 1997 from Ms.

6   Pam Lee, Sales Assistant Vice President for BellSouth Interconnection

7   Services.

8

9   BellSouth is in compliance with the terms of the interconnection

10   agreement between BellSouth and MCImetro. By suggesting that

11   BellSouth is required to "provide a download of the RSAG", MCImetro is

12   reading into the interconnection agreement a requirement upon BellSouth

13   that does not exist. The agreement does not require BellSouth to provide

14   a download of data, but merely requires that BellSouth provide the data or

15   its equivalent in electronic form, which BellSouth has done. Further, the

16   Act only requires that BellSouth provide nondiscriminatory access to

17   network elements. Again BellSouth provides nondiscriminatory access to

18   RSAG data through provision of its electronic interfaces.

19

20   Ironically, this assertion by MCImetro demonstrates the veracity of their

21   claims about the desirability of electronic interfaces. MCImetro and others

22   have criticized supposed deficiencies in electronic interfaces to keep

23   BellSouth from entering the long distance market. Yet, in this instance

24   where BellSouth interfaces provide real-time, electronic access through

1　　LENS and EC-Lite, MCImetro wants a less efficient means of data

2　　access.

3

4　Q.　HAS BELLSOUTH ATTEMPTED TO RESOLVE THIS ISSUE WITH

5　　MCIMETRO?

6

7　A.　Yes. On November 13, 1997, BellSouth sent a letter to MCI's Marcel

8　　Henry (Exhibit WNS-9) regarding certain OSS issues, including access to

9　　RSAG data. In this letter, BellSouth's President of Interconnection

10　　Services at that time, Mark Feidler, advised MCImetro that within two

11　　weeks BellSouth would provide cost estimates and delivery information to

12　　MCImetro relative to RSAG data. On December 2, 1997 BellSouth

13　　provided MCImetro with an estimate within +/- 15% of the final price for

14　　the project (Exhibit WNS-10). The project would be designed to provide

15　　MCImetro with RSAG extracts that MCImetro could use to perform

16　　address validations. Two complete extracts, which contain a voluminous

17　　amount of data, would be produced and sent to MCImetro every night.

18　　MCImetro rejected this proposal, asserting incorrectly that the language of

19　　the interconnection agreement entitles MCImetro to a download of the

20　　SAG including all updates at no charge.

21

22　Q.　YOU STATED THAT THE EXTRACTS DESCRIBED ABOVE CONTAIN A

23　　VOLUMINOUS AMOUNT OF DATA. COULD YOU BE MORE

24　　SPECIFIC?

25

1 A. Yes. The two extracts from the total RSAG database, by themselves,

2 comprise nearly 400 million bytes (characters) of data. Assuming an

3 average page contains approximately 3000 characters of data, the nightly

4 download of data would fill in excess of 125,000 printed pages. These

5 two extracts, which were requested by MCI as necessary to perform front

6 end editing before submitting an order, constitute a small percentage of

7 the entire RSAG database. Based on the volume of data involved, it is

8 inconceivable that BellSouth would ever have agreed to provide MCImetro

9 or any other ALEC a download of RSAG data. It is even more ludicrous to

10 believe that BellSouth would ever agree to provide such a download of

11 data free of charge.

12

13 Q. HAVE MCIMETRO AND BELLSOUTH CORRESPONDED ABOUT

14 THESE MATTERS?

15

16 A. Yes. Please see the documents attached as Exhibits WNS-1, and WNS-3

17 through WNS-11.

18

19 **Issue Three**

20 **Has BellSouth provided MCImetro with the due date calculation for a**

21 **service order request from a customer in compliance with the**

22 **Telecommunications Act of 1996 and the parties' Interconnection**

23 **Agreement? If no, what action, if any, should the Commission take?**

24

1   Q.   DOES BELLSOUTH PROVIDE ALECS WITH ACCESS TO

2   BELLSOUTH'S DUE DATE INFORMATION AND FUNCTIONS IN

3   SUBSTANTIALLY THE SAME TIME AND MANNER AS BELLSOUTH'S

4   ACCESS FOR ITS RETAIL CUSTOMERS?

5

6   A.   Yes.

7

8   Q.   DO ALECS NEED TO CALCULATE DUE DATES FOR ALL ORDERS?

9

10   A.   No. ALECs do not need to obtain due dates for the majority of orders - for

11   example, orders for existing customers switching from BellSouth to an

12   ALEC, orders for new service where facilities are already connected

13   through to the customer's premises, or for changes such as adding or

14   changing features to existing service. This is true for BellSouth's retail

15   customers as well. Intervals for those orders are determined by standard

16   "business rules" that have been provided to ALECs through industry

17   letters and the BellSouth Standard Interval Guide.

18

19   Q.   WHEN DO ALECs NEED TO OBTAIN DUE DATE INFORMATION?

20

21   A.   Due date information is relevant for orders requiring a premises visit.

22   ALECs can obtain, via the LENS and EC-Lite pre-ordering interfaces,

23   information such as closed due dates that is helpful in negotiating

24   customer commitments for non-designed (that is, telephone number

1   based) service installations requiring a premises visit. This is true for

2   BellSouth's retail customers as well.

3

4   Q.   HOW DOES BELLSOUTH OBTAIN DUE DATE INFORMATION FOR ITS

5   OWN CUSTOMERS?

6

7   A.   For residence customers, BellSouth obtains due date information using

8   RNS. For business customers, BellSouth uses DOE. By these methods,

9   the service representative using RNS or DOE sends an inquiry to, and

10   receives a response from, the BellSouth database containing due date

11   information (such as standard intervals and available installation dates),

12   known as the Direct Order Entry Support Application Program (DSAP).

13

14 Q.   WHAT KIND OF INFORMATION DOES THE DSAP DATABASE

15   CONTAIN?

16

17 A.   DSAP contains an installation calendar that includes information such as

18   the work schedule for the central office associated with the end user

19   customer's address, the intervals in days for services requiring a premises

20   visit, and any dates closed by BellSouth's network organization for work

21   load or other reasons.

22

23 Q.   HOW DO ALECS OBTAIN DUE DATE INFORMATION?

24

1   A.   In response to an ALEC pre-ordering query in the inquiry mode, LENS

2   and EC-Lite will display an installation calendar from DSAP for a specific

3   serving central office showing information such as: the work schedule for

4   the central office associated with the end user customer's address, the

5   intervals in days for services requiring a premises visit, and any dates

6   closed by BellSouth's network organization for work load or other reasons.

7

8   Q.   WHY DOES THE FIRM ORDER MODE OF LENS CALCULATE A DUE

9   DATE, WHILE THE INQUIRY MODE DOES NOT?

10

11   A.   In the firm order mode of LENS, a predefined process takes the ALEC

12   service representative through the entire process of pre-ordering and

13   ordering, just as BellSouth's residential system, RNS, does for a BellSouth

14   service representative. When all required information is input, LENS can

15   calculate a due date. This due date, like the due date calculated in RNS,

16   is based on the interval tables, if the order does not require a premises

17   visit. If the order requires a premises visit, due date information is

18   obtained from DSAP and incorporated into the calculation.

19

20   In the inquiry mode of LENS or in the due date section of EC-Lite, the

21   ALEC service representative accesses the DSAP installation calendar,

22   and using the information provided from DSAP and the standard intervals,

23   and without having to "build" an entire order, the ALEC representative can

24   calculate a due date. The ALEC service representative must have the

25   customer's telephone number and know the products and services

16

1 selected by the customer. An ALEC can have its service representatives

2 do this calculation manually, or it can take the information BellSouth has

3 provided and do the programming to have its own internal sales

4 negotiation OSS perform the calculation. In short, the inquiry mode allows

5 ALECs quicker access to pre-ordering information than the firm order

6 mode.

7

8 If a BellSouth service representative using RNS or DOE needs to inquire

9 about available due dates without "building" a complete service order, the

10 BellSouth service representative views the same installation calendar that

11 is provided to ALECs via LENS and EC-Lite.

12

13 Q. HAS BELLSOUTH PROVIDED MCIMETRO WITH PRE-ORDERING

14 INTERFACES THAT MAY BE INTEGRATED WITH THE EDI ORDERING

15 INTERFACE AND WITH ITS OWN OSS?

16

17 A. Yes. MCImetro may integrate using the LENS CGI ("Common Gateway

18 Interface") specification and interface, which allows ALECs to build a

19 machine-to-machine interface to LENS, or by using EC-Lite, another

20 machine-to-machine pre-ordering interface provided by BellSouth. Using

21 either, ALECs can integrate the due date information obtained from LENS

22 or EC-Lite, as well as the other pre-order functions, such as the telephone

23 number reservation function, with the EDI ordering interface and with its

24 own internal sales negotiation OSS.

25

1   Q. PLEASE EXPLAIN WHAT CGI IS AND HOW MCIMETRO CAN USE IT.

2

3   A. CGI is a specification for communicating data between an information

4   server, such as the LENS server, and another independent application,

5   such as an ALEC's operations support system or the EDI ordering

6   interface. A CGI script is a program that negotiates the movement of data

7   between the server and an outside application. Using BellSouth's CGI

8   specification, an ALEC can obtain and manipulate data from the LENS

9   server. Using CGI, therefore, provides a method for an ALEC to integrate

10   the data obtained through LENS with the ALEC's internal systems or with

11   the EDI ordering interface. BellSouth has made the CGI specification

12   available to interested ALECs. This process, however, requires some

13   systems' development effort by the ALEC.

14

15 Q. HAS BELLSOUTH PROVIDED THE LENS CGI SPECIFICATION TO

16   MCIMETRO?

17

18 A. Yes. First, BellSouth has sent several copies of its initial CGI

19   specification, which was developed in April, 1997, to MCImetro. When

20   MCImetro indicated it was interested in jointly developing the CGI

21   interface, BellSouth agreed to update the existing specification in

22   cooperation with MCImetro. In its letter of September 5, 1997, MCImetro

23   indicated that it was ready to proceed with a joint development effort,

24   which provided a reasonable basis for BellSouth's committing additional

25   resources to this effort. (See Exhibit WNS-12.) On November 7, 1997, a

1   second copy of the existing CGI specification was forwarded to MCImetro

2   by its BellSouth account team via e-mail. At that time Cliff Bowers of

3   BellSouth told Bryan Green that MCImetro could begin working with the

4   existing specification. (See Exhibit WNS-13.) A few days later, on

5   November 13, 1997, Mark Feidler of BellSouth informed Marcel Henry of

6   MCImetro by letter that MCImetro could begin to build its interface with the

7   existing specification, instead of waiting for the update. (See Exhibit

8   WNS-9.) Mr. Feidler explained that the update would simply be an

9   extension of the existing specification. Mr. Feidler also suggested that

10   MCImetro and BellSouth form a joint implementation team to begin the

11   development and implementation of the Common Gateway Interface

12   ("CGI"). On the same day, Cliff Bowers of BellSouth told Bryan Green of

13   MCImetro that BellSouth planned to provide release 1.1 of the CGI

14   specification, the update, on December 12, 1997. (See Exhibit WNS-14.)

15   The updated CGI specification was provided to MCImetro on December

16   15, 1997, more than two months before MCI filed this complaint. (See

17   Exhibit WNS-15.) The specification was updated again on April 8, 1998 to

18   reflect Releases 2.0 and 2.1 of LENS, and was provided to MCImetro.

19   (See Exhibit WNS-16.)

20

21   Q.   HAS BELLSOUTH PROVIDED MCIMETRO WITH ADDITIONAL

22   INFORMATION IN ORDER TO ASSIST MCIMETRO WITH ITS

23   IMPLEMENTATION OF THE CGI SPECIFICATION?

24

1 A.   Yes. MCImetro complained that the CGI specification did not contain a

2   "data dictionary." The information needed to create such a data dictionary

3   is contained in the CGI specification. Although BellSouth has explained

4   this to MCI several times, and although BellSouth has offered to help

5   MCI's programmers with any specific questions about the technical

6   specifications or to assist them with parsing the information contained in

7   the specification, MCI insisted it needed a data dictionary. Although

8   BellSouth satisfied its requirements under the Act by providing the CGI

9   specification, BellSouth has provided MCI with a data dictionary.

10

11   It is also not necessary for MCImetro to have a "CSR layout" in order to

12   parse a CSR. The CGI specification contains all the information an ALEC

13   needs to perform this task.

14

15   Please see Exhibits WNS-17 through WNS-23 which discuss these

16   issues.

17

18 Q.   HAS MCIMETRO IMPLEMENTED THE CGI SPECIFICATION?

19

20 A.   Yes. From what I understand, MCImetro is using LENS CGI to obtain

21   CSRs, but is not using it to perform any other pre-ordering or ordering

22   functions.

23

24 Q.   HAS BELLSOUTH SHOWN THAT IT IS POSSIBLE TO USE THE LENS

25   CGI SPECIFICATION TO BUILD AN INTEGRATABLE INTERFACE?

1

2 A. Yes. In order to demonstrate that ALECs can integrate LENS CGI with

3 EDI using information supplied by BellSouth, BellSouth contracted with

4 Albion International, Inc., a third party, to act as an "ALEC" and to build a

5 "proof-of-concept" interface integrating LENS CGI and EDI-PC. Albion

6 used the same information that was supplied to ALECs by BellSouth: the

7 LENS CGI specification, the EDI specification (the LEO Implementation

8 Guide), and access to LENS and EDI-PC. No data dictionary for the LENS

9 CGI specification or CSR (customer service record) layout was supplied to

10 Albion. As a result, Albion wrote the Ordering/Pre-ordering Integration

11 Interface (OPII) application that integrates internal ALEC OSS with

12 external system functions, in this case, BellSouth's pre-ordering and

13 ordering interfaces. Along with demonstrating that integration by ALECs

14 is possible with the information supplied by BellSouth, the project also

15 shows that an ALEC can incorporate an up-front due date calculator, can

16 incorporate promotional information, and can successfully parse customer

17 service record (CSR) information. Please see the report attached as

18 Exhibit WNS-23 for details of the project.

19

20 Q. DO ALECS HAVE ACCESS TO DUE DATES IN SUBSTANTIALLY THE

21 SAME TIME AND MANNER AS IT DOES FOR ITSELF?

22

23 A. Yes. Having provided access to due date information to ALECs in

24 substantially the same time and manner as BellSouth does to itself,

25 BellSouth believes that the requirements of the Act and the

1   Interconnection Agreement have been met. ALECs are free to build any

2   system they choose to support their unique vision of customer service and

3   to incorporate the pre-ordering and ordering functions in that OSS. While

4   BellSouth must provide ALECs with the documentation necessary to

5   integrate with BellSouth's OSS, it is not BellSouth's responsibility to write

6   the logic to allow ALECs' own internal sales negotiation OSS to interface

7   with information provided by BellSouth. This is the ALECs' responsibility.

8

9   **Issue Four**

10   **Has BellSouth provided MCImetro parity in access to telephone numbers**

11   **and telephone number information in compliance with the**

12   **Telecommunications Act of 1996 and the parties' Interconnection**

13   **Agreement? If no, what action, if any, should the Commission take?**

14

15   Q.   HOW DOES BELLSOUTH SELECT TELEPHONE NUMBERS FOR ITS

16   RETAIL CUSTOMERS?

17

18   A.   For residence customers, BellSouth uses RNS. For business customers,

19   BellSouth uses the telephone number selection screens in DOE. Using

20   RNS or DOE, the service representative sends an inquiry to, and receives

21   a response from, the BellSouth database containing telephone number

22   information. That database is known as the Application for Telephone

23   Number Load Administration and Selection (ATLAS).

24

1   Q.   HOW DO ALECs, INCLUDING MCIMETRO, SELECT TELEPHONE

2   NUMBERS FOR THEIR CUSTOMERS?

3

4   A.   The ALEC performs telephone number selection in a way similar to

5   BellSouth by using LENS or EC-Lite. Using LENS or EC-Lite, the ALEC

6   representative sends an inquiry to, and receives a response from the

7   same ATLAS database that is accessed by RNS and DOE. That system

8   provides telephone number information without regard to whether the

9   request originates from an ALEC or from BellSouth. EC-Lite and LENS

10   provide on-line selection of special telephone numbers, such as

11   contiguous numbers, vanity numbers and easy numbers, without manual

12   intervention of BellSouth service representatives. All telephone number

13   inventory management functions are done by ATLAS, regardless of

14   whether the telephone numbers are being selected through EC-Lite,

15   LENS, RNS, or DOE. Thus, the ALEC has substantially the same ability

16   to select special telephone numbers using EC-Lite or LENS as BellSouth

17   would have using RNS, DOE, or SONGS. In several respects, moreover,

18   the special number capabilities of EC-Lite and LENS provide advantages

19   over those available to BellSouth's retail service representatives. The

20   easiest way to compare these capabilities is to look at the screens seen

21   by BellSouth service representatives and by users of EC-Lite and LENS.

22   RNS allows BellSouth's residence service representatives to search for

23   "easy" numbers, "stylist" numbers, and "sequential" numbers. (The terms

24   "stylist" and "vanity" are interchangeable, as both allow a search for a

25   number that spells a particular word of interest to the customer.) LENS

1   and EC-Lite allow for random number assignment, as well as requesting a

2   vanity number, by filling in the desired number in the "special number"

3   fields. LENS also has a drop-down box for "Options", allowing an ALEC

4   representative to request number assignments of specific patterns, such

5   as "easy" numbers, ascending or descending line digits, identical line

6   digits, or sequential line numbers. Neither RNS, DOE nor SONGS has

7   the capability to search telephone numbers based on ascending or

8   descending line digits or identical line digits. Thus, the ALEC using EC-

9   Lite or LENS currently has more telephone number assignment options to

10   offer its customers than BellSouth's service representatives have

11   available for BellSouth's retail customers. BellSouth has thus met its

12   obligations under the Act and the Interconnection Agreement.

13

14 Q.   HOW MANY TELEPHONE NUMBERS MAY BE RESERVED BY AN

15   ALEC?

16

17 A.   Using EC-Lite, an ALEC may reserve up to 25 numbers, as RNS and

18   DOE do. ALECs may reserve up to 6 numbers at a time in LENS for an

19   unlimited number of times, which yields an unlimited number of

20   reservations. This is done simply by returning to the inquiry mode menu.

21

22 Q.   HOW LONG MAY TELEPHONE NUMBERS BE RESERVED IN EC-LITE

23   AND LENS?

24

1   A.   ALECs can reserve telephone numbers via the inquiry mode of LENS for

2   30 days, as opposed to the previous reservation period of 7 days in the

3   inquiry mode. This change occurred on February 9, 1998. ALECs had

4   been able to reserve numbers for 90 days in the firm order mode of LENS,

5   and that continues today. ALECs can reserve telephone numbers via EC-

6   Lite for up to 365 days.

7

8   Q.   MAY MCIMETRO RESERVE TELEPHONE NUMBERS UNASSOCIATED

9   WITH ACTUAL ORDERS?

10

11   A.   Yes. ALECs may "pre-reserve" telephone numbers that are not

12   associated with requests for service. There is no limit on the number.

13   Until January 15, 1998, ALECs were limited to 100 telephone numbers

14   per NXX per ALEC, or five percent of the numbers available in an office

15   per ALEC, whichever was less. On January 15, 1998 this limit was

16   removed. This was not a LENS or EC-Lite limitation, and only affected

17   numbers that were pre-reserved in BellSouth NXX codes. This practice

18   was implemented in order to foster telephone number conservation. This

19   practice did not limit an ALEC's ordering activity, as numbers associated

20   with actual orders for service do not count against the total reserved

21   numbers, and the supply of numbers could be replenished daily. It did not

22   apply to activations of entire NXX codes for facilities-based ALECs.

23

1 Q.   WHAT IS YOUR RESPONSE TO MCIMETRO'S COMPLAINT THAT RNS

2   AND DOE PERMIT BELLSOUTH REPRESENTATIVES TO VIEW NXX

3   CODES, WHILE LENS DOES NOT?

4

5 A.   LENS and EC-Lite return a selection of available telephone numbers,

6   including numbers with different available NXX codes. The NXX codes

7   associated with each central office are found in the Local Exchange

8   Routing Guide ("LERG"), which is available in both electronic and paper

9   form directly from Bellcore. As an interexchange carrier, MCI is very

10   familiar with the LERG, since it must regularly use it. As an ALEC,

11   MCImetro, which has insisted in state and federal proceedings that it

12   wants to use only machine-to-machine interfaces, may choose to take the

13   information contained in the LERG and incorporate it into its front end

14   sales negotiation system. Building this sort of capability is one of the

15   advantages and responsibilities that an ALEC has when it makes the

16   business decision to use a machine-to-machine interface.

17

18 Q.   PLEASE COMMENT ON THE COMPLAINT BY SOME ALECS THAT

19   RNS, BELLSOUTH'S RESIDENTIAL SYSTEM, PROVIDES A "PRE-

20   SELECTED" TELEPHONE NUMBER THAT MAY BE ACCEPTED IF

21   APPROVED BY THE CUSTOMER, BUT THAT LENS DOES NOT.

22

23 A.   BellSouth has developed presentation software for RNS which places a

24   request to the telephone number database when a customer contact is

25   initiated that is likely to require a new telephone number. ALECs could

1   develop a similar feature for their own internal sales negotiation OSS,

2   using either the CGI interface to LENS or the EC-LITE interface. In

3   addition, this is not available to BellSouth's retail service representatives

4   using DOE, nor is it relevant to the installed base of existing customers

5   who already have telephone numbers and wish to switch to their existing

6   service to an ALEC.

7

8   **Issue Five**

9   **Has BellSouth provided MCImetro with access to Universal Service Order**

10   **Codes (USOCs) in compliance with the Telecommunications Act of 1996**

11   **and the parties' Interconnection Agreement? If no, what action, if any,**

12   **should the Commission take.**

13

14   Q.   HAS BELLSOUTH PROVIDED ACCESS TO USOCS (UNIVERSAL

15   SERVICE ORDER CODES) TO ALECS IN SUBSTANTIALLY THE SAME

16   TIME AND MANNER AS IT DOES FOR ITSELF?

17

18   A.   Yes.

19

20   Q.   HOW DOES BELLSOUTH OBTAIN USOC INFORMATION FOR ITS

21   CUSTOMERS?

22

23   A.   For residence customers, BellSouth uses RNS. For business customers,

24   BellSouth uses DOE. Via RNS or DOE, USOC information is obtained

25   from the P/SIMS (Product/Services Inventory Management System) and

1   COFFI (Central Office Features File Interface) databases that provide

2   information on features and services.

3

4   Q   HOW DO ALECS OBTAIN USOC INFORMATION ELECTRONICALLY?

5

6   A.   ALECs may use LENS or EC-Lite to obtain USOCs. This information

7   comes from the P/SIMS and COFFI databases. Using EC-Lite or LENS

8   CGI, ALECs can integrate this information with the EDI ordering interface,

9   thus ensuring that the proper codes are populated on an order.

10

11   Q.   HOW ELSE HAS BELLSOUTH MADE USOCS AVAILABLE TO ALECS?

12

13   A.   A list of the valid USOCs, including the valid Field Identifiers (FIDs) has

14   been provided to ALECs including MCImetro, and is part of the

15   documentation available on BellSouth's Interconnection Web site, and is

16   divided appropriately between the basic USOC list, and the FID analysis

17   sections of the LEO Guide. Additionally, the relationship of the USOCs

18   and FIDs are described again as part of the SOER edits, which are also

19   available at the Web site.

20

21   Additionally, BellSouth has made two work aids available to ALECs

22   including MCImetro, the BellSouth Work Aid for Ordering Simple Services

23   and the BellSouth Work Aid for Ordering Complex Services. While these

24   work aids are aimed at ALECs that use manual processes, these aids

25   could be used by ALECs using electronic interfaces. They provide USOC

1 and tariff reference matrices that an ALEC could incorporate into its own

2 internal sales negotiation OSS. These guides are available at BellSouth's

3 Interconnection Web site. BellSouth has met its obligations under the Act

4 and the Interconnection Agreement.

5

6 Q. CAN ALECS DOWNLOAD THE USOCS FROM THE BELLSOUTH WEB

7 SITE?

8

9 A. Yes. They are "downloadable" on a machine-to-machine basis in text-

10 type files using an Adobe Acrobat Reader. MCImetro has requested that

11 BellSouth provide this USOC file in yet another format: either a Text,

12 Word or Excel format. BellSouth is looking at creating an Excel

13 spreadsheet, but the USOC file is too big for some versions of Excel. If

14 Excel is not a usable medium, BellSouth will explore putting the USOC file

15 into a Text file format for MCImetro.

16

17 Q. CAN THE INFORMATION FROM THE WEB SITE THEN BE "PARSED"

18 BY ALECS TO BE USED IN ALECS' OWN SALES NEGOTIATION OSS?

19

20 A. Yes. In addition, BellSouth has provided this information to MCImetro in

21 another form, a diskette containing the SOER edits, that also can be

22 parsed.

23

24 Q. HAVE MCIMETRO AND BELLSOUTH CORRESPONDED ABOUT

25 THESE MATTERS?

1

2 A.   Yes. Please see the documents attached as Exhibits WNS-24 and WNS-

3   25.

4

5 **Issue Six**

6 **Has BellSouth provided MCImetro with customer service record (CSR)**

7 **information in compliance with the Telecommunications Act of 1996 and**

8 **the parties' Interconnection Agreement? If no, what action, if any, should**

9 **the Commission take?**

10

11 Q.   DOES BELLSOUTH PROVIDE MCIMETRO WITH CUSTOMER

12   SERVICE RECORD (CSR) INFORMATION IN SUBSTANTIALLY THE

13   SAME TIME AND MANNER AS THAT INFORMATION IS AVAILABLE

14   FOR BELLSOUTH'S RETAIL OPERATIONS?

15

16 A.   Yes.

17

18 Q.   HOW DOES BELLSOUTH OBTAIN CSR INFORMATION FOR ITS OWN

19   RETAIL CUSTOMERS?

20

21 A.   This information is available to BellSouth service representatives via RNS

22   (for residential customers) or DOE (for business customers).

23

24 Q.   HOW DO ALECS OBTAIN CSR INFORMATION?

25

1   A.   ALECs have electronic access to CSR information via the LENS and EC-

2   Lite pre-ordering interfaces. This is consistent with BellSouth's

3   interconnection agreement with MCImetro. ALECs have machine-to-

4   machine access to CSRs using LENS CGI or EC-Lite, allowing ALECs to

5   transfer electronically CSR information into EDI and/or their own OSS.

6

7   ALECs also may obtain CSRs manually from the Local Carrier Service

8   Center (LCSC).

9

10   Q.   DID BELLSOUTH UNILATERALLY DECIDE WHAT KIND OF

11   INFORMATION CSRS WOULD CONTAIN?

12

13   A.   No. MCImetro arbitrated the issue of access to customer service records

14   on the basis that information from the CSR was necessary for an ALEC to

15   provide telephone service. Accordingly, LENS and EC-Lite display the

16   following data elements necessary for an ALEC to provision telephone

17   service. CSRs obtained manually from the LCSC contain the same

18   information. These include:

19   Telephone Number

20   Listed Name

21   Listed Address

22   Directory Listing Information

23   Directory Delivery Information

24   Billing Name

25   Billing Address

31

1   Service Address

2   Product and Service Information

3   PIC and LPIC (Presubcribed Interexchange Carrier and Local

4   Presubscribed Interexchange Carrier)

5

6 Q. HOW MANY PAGES OF A CSR MAY AN ALEC OBTAIN THROUGH EC-

7   LITE OR LENS?

8

9 A. EC-Lite allows ALECs to obtain CSRs of any length. Using LENS, ALECs

10   can obtain CSRs of 54 pages of screens or less. For business CSRs,

11   LENS users have access to 54 pages per section. Since there are seven

12   sections to a business CSR, ALECs can obtain up to 378 pages on-line.

13   Typically, customers with records larger than 54 pages have complex

14   services for which BellSouth uses manual processes in its own retail

15   operations. Larger account information is provided to the ALECs by

16   BellSouth's Local Carrier Service Center (LCSC) via mechanized fax or

17   overnight mail.

18

19 Q. ARE ALECs RESTRICTED FROM CERTAIN CUSTOMER ACCOUNTS?

20

21 A. Yes. BellSouth retail customers who notify BellSouth to restrict access to

22   their account information will be excluded from ALEC access; otherwise,

23   the ALEC can access information on any BellSouth customer account if it

24   has a letter of authorization (LOA), or its own customers' accounts,

25   electronically. The ALEC cannot access any other ALEC's accounts or

1   customer information. Likewise, BellSouth's service representatives are

2   restricted from viewing ALECs' accounts and their customers' information.

3

4 Q.   ARE THERE ANY OTHER RESTRICTIONS ON CSR INFORMATION?

5

6 A.   Yes. Access to credit information and other customer proprietary

7   restricted data is controlled by each state's public utilities commission.   In

8   Order No. PSC-97-0298-FOF-TP, the Florida Public Service Commission

9   has required that customers' credit histories be available on-line via LENS

10   and EC-Lite, and BellSouth has made this information available.

11

12   BellSouth has not made credit checks available to ALECs. On-line credit

13   check capability is not one of the elements necessary for non-

14   discriminatory access. ALECs may contract with companies that provide

15   credit information, as BellSouth has, and obtain the capability for on-line

16   credit checks. ALECs then could incorporate this capability into their own

17   internal sales negotiation OSS.

18

19 Q.   DOES BELLSOUTH'S PRICING INFORMATION APPEAR ON THE CSRs

20   OBTAINED BY ALECS, EITHER ELECTRONICALLY OR MANUALLY?

21

22 A.   No. BellSouth's pricing information (retail rates) is not necessary for

23   ALECs to order, provision, maintain or bill for resold services or

24   unbundled network elements provided to them by BellSouth, and

25   therefore ALECs are not entitled to this information under the Act, nor is it

1   part of the Interconnection Agreement with MCImetro. ALECs do not

2   need this information for any provisioning purpose, but apparently wish to

3   use it for marketing purposes, such as using it "to design new services" as

4   Mr. Bryan Green of MCI recently described in testimony before the

5   Tennessee Regulatory Authority (docket number 97-00309, page 24).

6   Since ALECs must have the permission of each customer before

7   obtaining a CSR, I'm not sure how ALECs propose to use CSRs for

8   marketing purposes. Although the underlying BellSouth price information

9   is not proprietary (BellSouth's retail rates are publicly available via tariffs

10   and the Internet), at the customer level, the retail information as it pertains

11   to specific services BellSouth sells to a particular customer, is proprietary

12   because it reflects BellSouth's internal analysis of its customers' needs

13   from a marketing perspective. The ALECs should not be given

14   BellSouth's proprietary marketing information inherent in pricing data at

15   the customer level. BellSouth is not obligated, nor should it be required,

16   to provide ALECs with the proprietary marketing information that appears

17   on the CSR. Moreover, it is the responsibility of each individual retailer

18   (whether BellSouth or an ALEC) to understand its costs in providing

19   service, and to set prices for its customers that match its own business

20   objectives. The retail prices that ALECs charge to end users and the

21   prices BellSouth charges its own customers are mutually exclusive.

22   BellSouth has met its obligations under the Act and the Interconnection

23   Agreement.

24

1 Q. DOES BELLSOUTH CURRENTLY PROVIDE LOCAL SERVICE

2 ITEMIZATION (LSI) TO ALECS?

3

4 A. No.

5

6 Q. HOW WOULD ALECs SUCH AS MCIMETRO HAVE OBTAINED LSI

7 INFORMATION?

8

9 A. Before ALECs and BellSouth arbitrated the CSR information necessary

10 for an ALEC to provide local service, BellSouth provided LSI information

11 to ALECs.

12

13 Q. DOES BELLSOUTH PLAN TO PROVIDE LSI TO ALECS?

14

15 A. Yes. Although BellSouth currently provides CSR information to ALECs in

16 substantially the same time and manner as it does for itself, BellSouth

17 plans to include LSI in LENS in July, 1998. It will also be available via

18 EC-Lite. Pricing information will not be included for the reasons I

19 discussed above.

20

21 **Issue Seven**

22 **Has BellSouth provided MCImetro with service jeopardy notification in**

23 **compliance with the Telecommunications Act of 1996 and the parties'**

24 **Interconnection Agreement? If no, what action, if any, should the**

25 **Commission take?**

1

2 Q. WHAT ARE JEOPARDY NOTIFICATIONS?

3

4 A. Jeopardy notifications, often called "jeopardies," advise ALECs when an

5   order cannot be completed by the due date. "Customer-caused" or "end

6   user-caused" jeopardies occur when the end user customer misses a

7   scheduled installation appointment. "Company-caused" or "service

8   jeopardies" occur for many reasons. Some examples include the lack of

9   available facilities for a particular customer's location, or unforeseen

10   circumstances affecting technicians' workload in an area.

11

12 Q. ARE SERVICE JEOPARDIES LIKELY FOR MOST ORDERS?

13

14 A. No. Since service jeopardies involve orders requiring the dispatch of an

15   installation technician, they are not relevant to most BellSouth retail

16   service orders, and potentially to most ALEC service orders. For

17   example, no such dispatch is required on ALEC orders involving an

18   existing customer switching existing service to the ALEC.

19

20 Q. DOES BELLSOUTH PROVIDE ALECS WITH SERVICE JEOPARDY

21   NOTIFICATION IN SUBSTANTIALLY THE SAME TIME AND MANNER

22   AS ITSELF?

23

24 A. Yes. BellSouth is in compliance with the Act and the Interconnection

25   Agreement.

1

2 Q. HOW DOES BELLSOUTH NOTIFY ALECS OF SERVICE JEOPARDIES?

3

4 A. Depending on the type of electronic interface used for ordering, ALECs

5 are notified by the LCSC by facsimile or via the LENS interface.

6 MCImetro currently does not use either electronic interface for ordering. A

7 copy of the LCSC's procedures for the processing of "PF'd" orders for

8 users of EDI and for users, such as MCImetro, of manual processes is

9 attached as Exhibit WNS-27. "PF" stands for "pending facilities" which

10 means there are no facilities currently available.

11

12 If it becomes apparent that an appointment will be missed for workload

13 reasons on the day of the appointment, the BellSouth work management

14 center will call the ALEC.

15

16 Q. IS EDI TRANSMISSION OF SERVICE JEOPARDIES NECESSARY TO

17 PROVIDE PARITY WITH RESPECT TO BELLSOUTH'S RETAIL

18 OPERATIONS?

19

20 A. No. There is no single method for service jeopardy notification within

21 BellSouth. Generally, information on facilities jeopardies involving

22 residence customers is printed overnight and the printed reports are used

23 by representatives designated to call customers when necessary. When it

24 becomes apparent that an appointment will be missed for workload

1   reasons on the day of the appointment, the work management center calls

2   the customer.

3

4   There is no basis for the assertion that parity between ALECs and

5   BellSouth does not exist because notification is not transmitted via EDI.

6   In its Complaint, MCImetro compares the arrangements for ALECs to

7   receive jeopardy information to EDI transmission, without noting that

8   MCImetro has not yet implemented EDI for service ordering, and has

9   informed BellSouth that it will not begin using EDI until September, 1998.

10   An EDI order for service must precede any EDI notification of a service

11   jeopardy.

12

13 Q.   DOES BELLSOUTH EVER USE ELECTRONIC PROCESSES FOR

14   NOTIFICATION OF JEOPARDIES TO ALECS?

15

16 A.   Yes. BellSouth currently transmits notifications of customer-caused or

17   end-user-caused jeopardies electronically via the EDI interface to those

18   ALECs using EDI. The end user missed appointment notification alerts

19   the ALEC that a new due date is needed. Despite the lack of an industry

20   standard, BellSouth was able to create a process to transmit this

21   information via EDI because there is a single reason for this type of

22   jeopardy, and the notification therefore could readily be mechanized by

23   ALECs and BellSouth in advance of a standard.

24

1   For ALECs that place orders via LENS, status information, including

2   indications that facilities are not available, also is available electronically

3   through LENS.

4

5 Q. DO BELLSOUTH TECHNICIANS TRANSMIT INFORMATION VIA

6   PORTABLE TERMINALS TO BELLSOUTH WORK MANAGEMENT

7   CENTERS?

8

9 A. Yes. The technicians generally receive their assignments for BellSouth

10   and ALEC installation calls via portable terminals. They also use them to

11   transmit "completes" and "incompletes" regarding installation calls for both

12   BellSouth and ALECs. These messages do not create, nor communicate,

13   information about service jeopardies which occur at or about the time of

14   an installation call. Not until a load control supervisor manually compares

15   the workload with this information from technicians does a supervisor

16   determine that installation calls may be in jeopardy. Once this

17   determination has been made, BellSouth calls its retail customers, if

18   necessary, and calls ALECs, so that the ALECs can make appropriate

19   arrangements with their customers.

20

21 Q. WOULD BELLSOUTH BE WILLING TO IMPLEMENT ELECTRONIC

22   NOTIFICATION OF SERVICE JEOPARDIES VIA EDI?

23

24 A. Yes. BellSouth is, of course, willing to entertain a serious inquiry into the

25   possibility of electronic notification via EDI for orders received via EDI

1   before industry standards are established. However, it is important to

2   understand that establishing this process could not be a unilateral effort

3   by BellSouth, but would require substantial work by BellSouth and by

4   interested ALECs on their respective sides of the EDI interface, as well as

5   agreement by interested ALECs on the codes to be programmed. If

6   interim codes for service jeopardies were defined and implemented by

7   BellSouth and ALECs, all parties would be forced to rewrite and recode

8   their respective sides of the EDI interface when industry standards are

9   developed, as BellSouth is committed to implementing the standards as

10 they become available.

11

12 Q.   HOW WOULD AN ALEC PROPOSE THIS SORT OF ENHANCEMENT

13   TO EDI?

14

15 A.   An ALEC may submit a Bona Fide Request (BFR) as defined in its

16   Interconnection Agreement with BellSouth.

17

18   An alternative is the Electronic Interface Change Control Process which

19   went into effect on May 15, 1998. Several ALECs, including MCImetro,

20   participated in the establishment of this process. The process defines

21   how BellSouth and ALECs will manage requested changes and

22   enhancements to the ALEC electronic interfaces. Generally, a

23   participating (registered) ALEC may propose changes and enhancements

24   to the electronic interfaces. Part of the process includes a vote by

25   participating ALECs on the potential changes and enhancements. An

1   ALEC must be a user of an interface in order to vote and rank the

2   potential changes and enhancements for that particular interface.

3

4 Q. HAVE BELLSOUTH AND MCIMETRO ESTABLISHED A PROCESS FOR

5   HANDLING JEOPARDIES WHEN MCIMETRO BEGINS TO SUBMIT

6   ORDERS WITH EDI?

7

8 A. Yes. BellSouth and MCImetro have agreed that the LCSC will fax

9   information about each service jeopardy to MCImetro's BellSouth Account

10   Team. A member of the Account Team will prepare the information in a

11   spreadsheet format. The spreadsheet will be mailed electronically to

12   MCImetro at 9:00 a.m. and 2:00 p.m. each day.

13

14 **Issue Nine**

15 **Has BellSouth provided MCImetro with network blockage measurement**

16 **information in compliance with the Telecommunications Act of 1996 and**

17 **the parties' Interconnection Agreement. If no, what action, if any, should**

18 **the Commission take?**

19

20 Q. HAS BELLSOUTH PROVIDED MCIMETRO WITH NETWORK

21   BLOCKAGE MEASUREMENT INFORMATION IN COMPLIANCE WITH

22   THE TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

23   INTERCONNECTION AGREEMENT?

24

25 A. Yes.

1

2 Q. PLEASE EXPLAIN BELLSOUTH'S TRUNKING MEASUREMENTS AND

3   HOW THESE MEASUREMENTS ARE DEVELOPED.

4

5 A. BellSouth collects traffic performance data on the trunk groups

6   interconnected with the ALECs as well as all other trunk groups in the

7   BellSouth network. The data are processed weekly through a

8   mechanized system which calculates the percent blocking during the

9   time-consistent busy hour (TCBH). The TCBH is defined as the identical

10   hour each day during which, over a number of days, the highest average

11   traffic is measured.

12

13   From this data, BellSouth has compiled an extensive set of

14   measurements to confirm that calls through the BST network to ALEC

15   customers are carried on a non-discriminatory basis over trunking facilities

16   that are subject to the same design and implementation as the trunking

17   facilities used for traffic to BellSouth's retail end users.

18

19   BellSouth has provided detailed trunk group blocking information

20   regarding trunks used to carry traffic for ALECs as well as for BellSouth

21   retail customers. Information provided includes percent blocking, size of

22   trunk groups, and busy hour. From the data, one can determine the

23   magnitude of the trunk blockage.

24

25

1   Q.   PLEASE DESCRIBE THE ALEC TRUNKING ARCHITECTURES.

2

3   A.   In the interest of establishing service with the ALECs as quickly as

4   possible, when BellSouth first began receiving requests from ALECs,

5   BellSouth made a decision to interconnect with the ALECs at the

6   interLATA/intraLATA tier of the trunk network rather than the local tier,

7   even though almost all of the calls are local. The interLATA/intraLATA tier

8   provides several advantages. These include:

9   a. Fewer number of calls blocked for the interLATA/intraLATA tier than for

10   the local service tier.

11   b. The access tandems and end offices associated with the

12   interLATA/intraLATA tier of the network are equipped to produce a record

13   of the calls for billing purposes. Similar capabilities are not provided for in

14   the local service tier.

15   c. Almost all of the tandems in the interLATA/intraLATA tier of the network

16   are newer and provide 64 Clear Channel Capability (64CCC) which is

17   required to process ISDN calls.

18   d. Routing information for NXX codes, homing arrangements, switch

19   types, number of digits to outpulse, etc. is readily available in a

20   mechanized database for the interLATA/intraLATA tier of the network.

21   Similar information is not available for the local service tier.

22

23   Q.   PLEASE DESCRIBE THE ALEC TRUNK INTERCONNECTION OPTIONS

24   TO THE BELLSOUTH NETWORK.

25

1 A. ALECs have several trunk interconnection options to the BellSouth

2   network. Those options are:

3   a. One or more one-way trunk groups, and one or more two-way trunk

4   groups between the ALEC switch and a BellSouth end office switch or

5   access tandem.

6   b. One or more two-way trunk groups between the ALEC switch and a

7   BellSouth end office switch or access tandem.

8

9   Depending on the architecture selected by the ALEC, BellSouth may or

10   may not have a trunk group from its end office switch or access tandem to

11   the ALEC switch.

12

13   An ALEC can also have its trunk groups carrying local traffic interconnect

14   at the local tandem. This is identical to the two-tier network used by

15   BellSouth for interLATA/intraLATA toll and local service.

16

17   It should also be noted that an ALEC may have trunk groups to only one

18   access tandem instead of all of the access tandems in the LATA;

19   however, an ALEC choosing this arrangement could decrease its call

20   completion rate due to additional trunk groups involved in completing the

21   call.

22

23   There are other trunk groups interconnecting BellSouth with the ALECs.

24   These are primarily for E911 and other services requested by the ALEC,

25   such as operator services, directory assistance, intercept, etc. These

1   trunk groups are included in the service performance results discussed

2   later in this document.

3

4   Q.   PLEASE DESCRIBE BELLSOUTH'S COMMON TRANSPORT TRUNK

5   GROUPS.

6

7   A.   BellSouth has some trunk groups in the network that are associated with

8   the ALEC trunk options listed above. These are the CTTGs (Common

9   Transport Trunk Groups) which interconnect the BellSouth end office with

10   the access tandem. Although these trunk groups primarily handle

11   interLATA and intraLATA toll traffic, most of the CTTGs have also begun

12   handling local traffic as ALECs interconnected with BellSouth at the

13   access tandem.

14

15   Q.   PLEASE DESCRIBE THE ALEC LOCAL SERVICE TRUNK GROUP

16   INTERCONNECTION PERFORMANCE MEASUREMENTS PRODUCED

17   BY BELLSOUTH AS A PART OF ITS SERVICE QUALITY

18   MEASUREMENTS.

19

20   A.   The ALEC local service trunk group interconnection measurement

21   contains the service performance results of final trunk groups between the

22   ALEC switch and a BellSouth tandem or end office. It is subdivided into

23   two components: one for trunk groups ordered and administered by BST,

24   and the other for trunk groups ordered and administered by ALECs.

25

1   Three reports are produced:

2   **Comparative Trunk Group Service Summary:** This report provides

3   comparative measurements of number of trunk groups exceeding the

4   threshold in at least one measurement interval (1 hour) during the

5   reporting month, as well as total number of trunk groups measured.

6

7   **Trunk Group Service Report:** This report contains the service

8   performance results of all final trunk groups (both BST administered trunk

9   groups and ALEC administered trunk groups) between Point of

10   Termination (POT) and BST tandems or end offices, by region, by ALEC,

11   ALEC Aggregate and BST aggregate. This report specifically measures

12   *total number of trunk groups, number of trunk groups measured,* and the

13   number of trunk groups with blocking factors exceeding the blocking

14   threshold in one or more 1 hour measurement intervals during the report

15   month.

16

17   **Trunk Group Service Detail:** This report provides detail list of all final

18   trunk groups between POTs and BST end offices or tandems (A-end and

19   Z-end for BST Local trunks) *including the actual blocking performance*

20   when blocking exceeds the measured blocking threshold. The blocking

21   performance includes observed blocking for a particular Trunk Group

22   Serial Number (TGSN).

23

24   Blocking thresholds for all trunk groups are 3%, except BST CTTG, which

25   is 2%.

26

1   These reports have been produced for ALECs in the aggregate by

2   BellSouth since January 1998 and have been posted on the Internet site

3   since February 1998. The April report is attached as WNS-28. MCI

4   specific trunk blocking reports were produced for March and will be

5   produced on a monthly basis in the future. BellSouth will begin to post the

6   ALEC specific blocking reports to the Internet in July 1998.

7

8   Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

9

10   A.   Yes, it does.

11

12

1		BELLSOUTH TELECOMMUNICATIONS, INC.
2		REBUTTAL TESTIMONY OF WILLIAM N. STACY
3		BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4		DOCKET NO. 980281-TP
5		June 29, 1998
6		
7	Q.	PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH
8		BELLSOUTH TELECOMMUNICATIONS, INC.
9		
10	A.	My name is William N. Stacy. My business address is 675 West
11		Peachtree Street, Atlanta, Georgia 30375. I am the Operations Vice
12		President - Interconnect Services for the Interconnect Operations
13		department of BellSouth.
14		
15	Q.	ARE YOU THE SAME WILLIAM N. STACY WHO FILED DIRECT
16		TESTIMONY IN THIS DOCKET?
17		
18	A.	Yes.
19		
20	Q.	WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
21		TODAY?
22		
23		
24		
25		

1 A.   The purpose is of my testimony to rebut the testimony filed by Ronald

2   Martinez and Bryan Green of MClmetro. Specifically I will address their

3   testimony related to Issues One through Seven, and Nine.

4

5 **Issue One**

6 **Has BellSouth provided MClmetro with information about BellSouth's**

7 **OSS and related databases in compliance with the Telecommunications**

8 **Act of 1996 and the parties' Interconnection Agreement? If no, what**

9 **action, if any, should the Commission take?**

10

11 Q.   ON PAGE 6 OF HIS TESTIMONY, MR. MARTINEZ QUOTES A

12   STATEMENT MS. CALHOUN MADE BEFORE THE GEORGIA

13   PUBLIC SERVICE COMMISSION ON JULY 14, 1997. DID SHE

14   INTEND THIS STATEMENT AS AN INVITATION TO ALECS TO

15   INSPECT BELLSOUTH'S RETAIL SYSTEMS?

16

17 A.   No. Ms. Calhoun was by no means extending an invitation to

18   MClmetro or any other Alternative Local Exchange Company (ALEC) to

19   inspect BellSouth's retail operations support systems (OSS), nor did

20   she represent that she was authorized to do so. Concerns about this

21   request in fact were raised by BellSouth's attorneys during this hearing

22   and later reiterated to MClmetro by BellSouth's Georgia attorney, Mr.

23   McCallum.   Although MClmetro's request for a detailed field-by-field

24   examination of all the software underlying all of BellSouth's systems

25

Page 2

1   and databases is completely inappropriate, MCImetro and other ALECs

2   have had three demonstrations, in Florida, North Carolina, and

3   Alabama, of BellSouth's retail systems, and some of those

4   demonstrations are acknowledged by both Mr. Martinez and Mr. Green.

5   Because BellSouth's systems contain proprietary information such as

6   marketing and sales information, allowing competitors to inspect those

7   systems is inconsistent with any normal or reasonable business

8   practice. BellSouth does not offer the intellectual property represented

9   by its systems to its competitors, nor should it be expected to do so.

10 BellSouth's position on this issue was made clear by the July 29, 1997

11 letter to David I. Adelman of MCImetro from Fred McCallum, Jr. of

12 BellSouth. This letter was attached to the testimony of Mr. Martinez as

13 Exhibit 7.

14

15 Q.   IS THERE A BETTER WAY OF ADDRESSING ISSUES OF PARITY?

16

17 A.   Yes. MCImetro does have a way of determining whether or not parity

18   exists between BellSouth and MCImetro without inspecting BellSouth's

19   proprietary systems. BellSouth posts a complete set of performance

20   measurements on the BellSouth interconnection web site.   These

21   performance measurements indicate BellSouth's performance for

22   ALECs as compared to BellSouth's retail performance where a retail

23   analogue exists.

24

25

1 Q.   BOTH MR. MARTINEZ AND MR. GREEN COMPLAIN THAT

2   BELLSOUTH'S RETAIL OSS PROVIDES CERTAIN ADVANTAGES

3   OVER THE INTERFACES OFFERED TO ALECS. PLEASE

4   COMMENT.

5

6 A.   First, neither Mr. Martinez nor Mr. Green mention any specific systems

7   or specific supposed advantages from which to comment. Second, the

8   system used by BellSouth for retail business orders is the Direct Order

9   Entry (DOE) system, which is a much older, less user-friendly system

10   than EDI or LENS, and does not provide all the features available in

11   EDI or LENS.

12

13 Q.   MR. GREEN COMPLAINS THAT LENS IS DEFICIENT BECAUSE IT

14   IS NOT A MACHINE-TO-MACHINE INTERFACE, AND CLAIMS THAT

15   BELLSOUTH HAS NO MACHINE-TO-MACHINE PRE-ORDERING

16   INTERFACE. PLEASE COMMENT.

17

18 A.   As Mr. Green knows from several meetings, workshops, affidavits,

19   testimonies and hearings, LENS has a machine-to-machine version

20   called CGI (Common Gateway Interface). BellSouth has given MCI the

21   complete CGI specifications numerous times, including on December

22   15, 1997, as Mr. Green acknowledges on page 4 of his direct

23   testimony, and on April 8, 1998, contrary to Mr. Green's claims on page

24

25

1   7. Additionally, BellSouth offers another machine-to-machine pre-
2   ordering interface called EC-Lite.

3

4 Q. MR. GREEN CLAIMS ON PAGES 8 AND 9 THAT BELLSOUTH HAS
5   NOT PROVIDED MCI WITH A LENS DATA DICTIONARY. IS THIS
6   CORRECT?

7

8 A. No. Even though MCI does not need a LENS data dictionary -- the
9   information MCI needs to use CGI is in the CGI specification and the
10   LENS User Guide -- BellSouth nonetheless provided MCI a data
11   dictionary on May 22, 1998.

12

13 Q. MR. GREEN CLAIMS ON PAGE 10 THAT CGI-LENS IS NOT AN
14   ACCEPTABLE PRE-ORDERING INTERFACE. PLEASE COMMENT.

15

16 A. First, Mr. Green says CGI is non-standard. There is no pre-ordering
17   standard yet (this will be discussed further in the next answer).
18   Second, Mr. Green thinks that CGI involves screen scraping (taking
19   unfielded data straight from the screen to a text file), which is totally
20   incorrect. CGI-LENS is indeed a true application-to-application, or
21   machine-to-machine pre-ordering interface, as BellSouth has proven
22   with a third-party software vendor, Albion International. BellSouth
23   asked Albion to act as a ALEC and build software integrating CGI-
24   LENS and EDI-PC for an order type, to prove that it could be done

25

1   quickly and cheaply. A document describing the Albion software was

2   attached to my direct testimony as Exhibit WNS-23. That software now

3   exists, and has been shown to the FCC and other state PSCs. Another

4   point that this software proves is that CGI-LENS is indeed an

5   operational pre-ordering interface. MCI has seen this software

6   demonstrated recently in the Tennessee 271 hearing in May, and has

7   requested another demonstration of this software from Albion, who is

8   arranging this demonstration.

9

10 Q.   MR. GREEN DISCUSSES TWO PRE-ORDERING PROTOCOLS,

11   TCP/IP/SSL3 AND CORBA, ON PAGE 11. PLEASE COMMENT.

12

13 A.   As Mr. Green does indicate, BellSouth is indeed building an Application

14   Programming Interface (API) based on CORBA. BellSouth is using

15   CORBA rather than TCP/IP/SSL3 for API because the Electronic

16   Communications Implementation Committee (ECIC) has indicated that

17   CORBA is **the** likely long-term pre-ordering standard. ECIC is

18   struggling with both CORBA and TCP/IP/SSL3 presently.

19

20 **Issue Two**

21 **Has BellSouth provided MCImetro with the Street Address Guide (SAG)**

22 **data in compliance with the Telecommunications Act of 1996 and the**

23 **parties' Interconnection Agreement? If no, what action, if any should the**

24 **Commission take?**

25

1

2 Q. WHAT IS BELLSOUTH REQUIRED TO PROVIDE TO MCImetro

3 ACCORDING TO THE TERMS OF THE BELLSOUTH/MCImetro

4 INTERCONNECTION AGREEMENT?

5

6 A. As Mr. Martinez indicates, according to Attachment VIII, Section 2.1.3.1

7 of the agreement, "BellSouth shall provide to MCImetro the SAG data,

8 or its equivalent, in electronic form. All changes to the SAG shall be

9 made available to MCImetro on the same day as the change to the

10 data is made."

11

12 Q. IN HIS TESTIMONY AT PAGE 10, MR. MARTINEZ SUGGESTS THAT

13 ATTACHMENT VIII, SUBSECTION 2.3.2.5 OF THE

14 INTERCONNECTION AGREEMENT SUPPORTS MCImetro's

15 POSITION THAT BELLSOUTH SHOULD PROVIDE A DOWNLOAD

16 OF THE RSAG DATABASE. DO YOU AGREE?

17

18 A. No. Mr. Martinez states that Subsection 2.1.3.1 refers to a one time

19 provision of the Regional Street Address Guide (RSAG) database

20 followed by updates and that the existence of Subsection 2.3.2.5,

21 which addresses online access, "demonstrates that the parties

22 intended it to confer rights distinct from and in addition to the right to

23 electronic download provided in Subsection 2.1.3.1." Mr. Martinez

24 quotes these two subsections without putting them into the proper

25

Page 7

1   context as they relate to other portions of the agreement. Subsection

2   2.1.3.1 is under the larger heading of General Business Requirements

3   (2.1) and is intended to identify general business requirements of the

4   parties covering such areas as access to, among other things, the

5   Local Carrier Services Center (LCSC), Subscriber Payment History,

6   CLASS and Custom Calling Features and RSAG. Subsection 2.3.2.5,

7   on the other hand, is under the larger heading of Systems Interfaces

8   and Information Exchanges (2.3) and spells out the manner in which

9   the general business requirement of access to RSAG will be provided.

10

11   In referencing Subsection 2.3.2.5, Mr. Martinez fails to reference one

12   other subsection that provides convincing evidence that BellSouth

13   intended that MCImetro access RSAG electronically and not through a

14   download of the RSAG database. Subsection 2.1.1.2 states, "For

15   resale purposes, BellSouth shall provide real time electronic interfaces

16   ("EI") for transferring and receiving Service Orders and provisioning

17   data and materials (e.g., access to Street Address Guide ("SAG") and

18   Telephone Number Assignment database). These interfaces shall be

19   administered through a gateway that will serve as a point of contact for

20   the transmission of such data from MCImetro to BellSouth, and from

21   BellSouth to MCImetro." Subsection 2.1.3.1 is only two paragraphs

22   after 2.1.1.2 and states that BellSouth shall provide SAG data in

23   electronic form, supporting the wording of Subsection 2.1.1.2.

24   Therefore, based upon Subsection 2.1.1.2, it is clear that access to

25

1   RSAG was intended to be provided via electronic interface such as

2   through LENS and was never contemplated that it be provided as a

3   "download" of the entire database.

4

5 Q.   ON PAGE 12 OF HIS TESTIMONY, MR. GREEN STATES THAT

6   RSAG ACCESS VIA LENS IS UNACCEPTABLE. PLEASE

7   COMMENT.

8

9 A.   Mr. Green states that RSAG access via LENS does not allow ALECs to

10   integrate their pre-ordering and ordering functions, and tailor their

11   usage of the data to their own needs. That is precisely what CGI-LENS

12   does, which the third-party software described above proves.

13

14 Q.   HAS ANY OTHER ALEC REQUESTED A DOWNLOAD OF RSAG?

15

16 A.   No. Of the approximately 80 ALECs who are using LENS for electronic

17   pre-ordering, MCImetro is the only ALEC who is requesting a download

18   of RSAG. That says that about 79 ALECs are successfully performing

19   address validation via RSAG-LENS access.

20

21 Q.   WHAT IS THE CURRENT STATUS OF BELLSOUTH PROVIDING A

22   DOWNLOAD OF RSAG TO MCImetro?

23

24

25

1 A.   Even though a download of RSAG is not required to fulfill BellSouth's

2   obligation of non-discriminatory OSS access, since BellSouth has been

3   ordered by the Georgia PSC to provide a download of the entire region-

4   wide RSAG to MCImetro, BellSouth is proceeding with doing so. This

5   will be accomplished later this year. The significant cost issue for

6   providing this download to MCImetro will be addressed separately with

7   MCImetro and with the Georgia PSC if necessary.

8

9 **Issue Three**

10 **Has BellSouth provided MCImetro with the due date calculation for a**

11 **service order request from a customer in compliance with the**

12 **Telecommunications Act of 1996 and the parties' Interconnection**

13 **Agreement? If no, what action, if any, should the Commission take?**

14

15 Q.   DO YOU AGREE WITH MR. GREEN'S CHARACTERIZATION OF

16   THE DUE DATE CAPABILITIES PROVIDED TO MCIMETRO

17   THROUGH LENS?

18

19 A.   No. Mr. Green's testimony contains several inaccurate or misleading

20   statements. First, for most orders, Mr. Green is incorrect in stating that

21   an MCImetro representative using the LENS inquiry mode must make

22   calculations based on several pieces of information, such as installation

23   intervals or normal working days. In fact, for most ALEC orders that

24   information is not relevant at all, because that information only applies

25

1 to orders for new service requiring a premises visit by an installation

2 technician. It does not apply to existing customers switching from

3 BellSouth to an ALEC, to orders for new service where facilities are

4 already connected through to the customer's premises, or for changes

5 such as adding or changing features for existing service. Intervals for

6 those orders are determined by standard "business rules" that have

7 been provided to ALECs including MCImetro through industry letters

8 and on BellSouth's web site, as stated in my direct testimony. These

9 rules explain, for example, that orders to switch an existing customer

10 "as is" to the ALEC carry a same day due date if sent to BellSouth

11 before 3:00 p.m. EST, and carry a next day due date if sent after 3:00

12 p.m. EST. While Mr. Green complains that RNS "highlights" calculated

13 due dates for selection by a BellSouth sales representative, the fact is

14 that all necessary due-date affecting information has been provided to

15 ALECs, and they are free to incorporate it in their systems with

16 highlighting, color coding, or any other means of display.

17

18 Q. ON PAGE 18 OF HIS TESTIMONY, MR. GREEN COMPLAINS THAT

19 LENS DOES NOT GIVE MCIMETRO THE SAME ABILITY TO

20 CALCULATE DUE DATES AS RNS. HOW MAY MCIMETRO OBTAIN

21 DUE DATE INFORMATION WHEN USING LENS?

22

23 A. If MCImetro uses the firm order mode of LENS or CGI-LENS or EC-

24 Lite, it will receive a calculated due date, just as RNS does under the

25

Page 11

1   same conditions. MCImetro, or any other ALEC, also can obtain due

2   date information on services requiring a premises visit from the Direct

3   Order Support System (DSAP) through the inquiry mode of LENS. The

4   ALEC's representative sends an inquiry to, and receives a response

5   from, DSAP. In response to an ALEC query, LENS will display an

6   installation calendar with information for the specific central office

7   serving an end user customer's location that shows substantially the

8   same information used by BellSouth, including the work schedule for

9   the office, the current appointment intervals, and any dates already

10   closed. Contrary to MCImetro's assertions, the LENS installation

11   calendar also provides relevant information regarding the end user

12   customer's situation, such as whether QuickService is available or

13   whether the end user customer's property is already connected through

14   to the central office (ConnectThrough). The LENS due date

15   information allows the ALEC to provide its customers with due dates

16   during an initial telephone call with a customer, not several hours after

17   the fact, as Mr. Green alleges.

18

19   In addition to the information available on intervals for premises visits in

20   the inquiry mode of LENS, ALECs including MCImetro have been

21   provided with tables of standard intervals that can be used by the

22   ALECs' systems to calculate due dates.

23

24

25

1 Q. HAS BELLSOUTH PROVIDED THESE INTERVALS FOR

2   UNBUNDLED NETWORK ELEMENTS (UNES) AS WELL?

3

4 A. Yes, BellSouth provides intervals for resale services as well as UNEs to

5   the ALECs, and has done so since a year ago.

6

7 Q. HOW DOES BELLSOUTH HANDLE EXPEDITED ORDERS?

8

9 A. When a customer requests an expedite, the service representative

10   transfers the customer to another representative who has been

11   designated to handle such requests. The business decision was made

12   by BellSouth to keep service representatives available for incoming

13   customer calls. The designated representative makes appropriate

14   telephone calls to determine whether an expedited due date interval is

15   possible and advises the customer accordingly.

16

17   MCImetro and other ALECs have substantially the same ability to

18   request information about expedited intervals by calling the Local

19   Carrier Service Center (LCSC), which in turn makes appropriate calls to

20   determine whether an expedited interval is possible.   If MCImetro

21   wishes to keep its service representatives available, it may also

22   designate representatives to handle potential expedites.

23

24

25

1 Q.   MCIMETRO STATED IN ITS COMPLAINT THAT BELLSOUTH HAS

2   NOT AGREED TO EXPEDITE ORDER DUE DATES. PLEASE

3   COMMENT.

4

5 A.   Because MCImetro did not describe any specific incidents in its

6   Complaint or testimony, I can respond only generally to this.

7

8   Whenever MCImetro has called the LCSC and requested that an order

9   be expedited, without first submitting a complete and correct Local

10   Service Request (LSR) to the LCSC, its request has been denied.   It is

11   not possible for BellSouth to agree to expedite a due date interval

12   without knowing the specifics involved, such as the quantity of lines

13   being ordered or the particular location involved.

14

15   Whenever MCImetro has submitted a completed and correct LSR and

16   requested expedited service, BellSouth has handled the order

17   appropriately to see if an expedite is possible.   The LCSC provides

18   MCImetro with the best due date possible. However, just as for

19   BellSouth's retail customers, it is not always possible to meet each and

20   every request for an expedited interval, particularly if the requested

21   interval is unrealistic.

22

23 **Issue Four**

24

25

1 **Has BellSouth provided MCImetro parity in access to telephone**

2 **numbers and telephone number information in compliance with the**

3 **Telecommunications Act of 1996 and the parties' Interconnection**

4 **Agreement? If no, what action, if any, should the Commission take?**

5

6 Q. MR. GREEN COMPLAINS THAT ALECS CANNOT RESERVE THE

7 SAME NUMBER OF TELEPHONE NUMBERS PER ORDER AS

8 BELLSOUTH. IS THIS CORRECT?

9

10 A. Yes, only because ALECs can now actually reserve MORE telephone

11 numbers per order than BellSouth retail can. Using LENS, an ALEC

12 can reserve an unlimited number of telephone numbers; ALECs can

13 reserve 6 numbers at a time for an unlimited number of times per

14 session. RNS users can reserve 25 numbers, as Mr. Green indicates.

15

16 Q. MR. GREEN CLAIMS ON PAGE 22 THAT ALECS HAVE NO WAY OF

17 VIEWING THE NXX CODES AVAILABLE TO THE CUSTOMERS. IS

18 THIS CORRECT?

19

20 A. No. ALECs using LENS or EC-Lite for telephone number reservations

21 can see the available NXX codes just as BellSouth retail service

22 representatives using RNS or DOE do, because LENS, EC-Lite, RNS

23 and DOE all access the same database for telephone numbers, which

24

25

Page 15

1   is called Application for Telephone Number Load Administration and

2   Selection (ATLAS).

3

4   **Issue Five**

5   **Has BellSouth provided MCImetro with access to Universal Service**

6   **Order Codes (USOCs) in compliance with the Telecommunications Act**

7   **of 1996 and the parties' Interconnection Agreement? If no, what action,**

8   **if any, should the Commission take?**

9

10   Q.   CAN ALECS DOWNLOAD THE USOCS FROM THE BELLSOUTH

11   WEB SITE IN MULTIPLE FORMATS, TO ADDRESS MR. GREEN'S

12   COMPLAINT ABOUT FORMAT?

13

14   A.   Yes. As of June 8, 1998, the USOCs information on BellSouth's web

15   site is now available in an additional format which is a generic format

16   that will enable customers to import USOC information into

17   spreadsheets and databases, as MCImetro requested. The USOC

18   information from BellSouth's web site can indeed be integrated into

19   MCImetro's front-end pre-ordering systems.

20

21   Q.   HAS BELLSOUTH PROVIDED MCIMETRO A DESCRIPTION OR

22   DEFINITION OF EACH OF ITS USOCS, INCLUDING THE REQUIRED

23   FIELD IDENTIFIERS (FIDs) AND THEIR DESCRIPTIONS AND THE

24   STATES IN WHICH THE USOCS ARE VALID?

25

1

2 A.   Yes. BellSouth has provided exactly that requested USOC and FID

3   information in a couple ways: since April 1997 in the Local Exchange

4   Ordering Implementation Guide (L.E.O. GUIDE), where the USOCs

5   and associated required FIDs are clearly indicated, and via the USOC

6   manual on the web and via the SOER edits containing all the FIDs,

7   which are also available on the web.

8

9 Q.   MR. GREEN MENTIONS THAT USOC ERRORS ARE AMONG THE

10   MORE FREQUENT ALEC ORDER ERRORS. ARE THERE ANY

11   ALECS INDICATING THE PROPER USOCS ON THEIR ELECTRONIC

12   ORDERS?

13

14 A.   Yes, there are. There are a few ALECs who have demonstrated the

15   ability to achieve more than 90% flow-through on their electronic orders

16   in BellSouth, indicating that they are able to indicate the required

17   USOCs and FIDs on their orders as indicated in BellSouth's L.E.O.

18   GUIDE.

19

20 **Issue Six**

21 **Has BellSouth provided MCImetro with customer service record (CSR)**

22 **information in compliance with the Telecommunications Act of 1996 and**

23 **the parties' Interconnection Agreement? If no, what action, if any,**

24 **should the Commission take?**

25

Page 17

1

2 Q. MR. GREEN STATES THAT RNS PROVIDES GREATER ACCESS TO

3 CSR INFORMATION. PLEASE COMMENT.

4

5 A. Mr. Green's' complaint is rather vague, and so it is difficult to respond

6 to it. However, MCImetro arbitrated the issue of access to customer

7 service records on the basis that information from the CSR was

8 necessary for an ALEC to provide telephone service. Accordingly,

9 LENS displays the following data elements, which were identified as

10 necessary for an ALEC to provision telephone service. As stated in my

11 direct testimony, these include:

12 Telephone Number

13 Listed Name

14 Listed Address

15 Directory Listing Information

16 Directory Delivery Information

17 Billing Name

18 Billing Address

19 Service Address

20 Product and Service Information

21 PIC and LPIC (Presubscribed Interexchange Carrier and Local

22 Presubscribed Interexchange Carrier)

23

24

25

1   The only specific difference in retail versus ALECs' viewing of CSRs

2   that Mr. Green mentions is that pricing information is a part of retail

3   CSRs and not included in ALECs' CSRs. That is correct. As described

4   in my direct testimony, BellSouth maintains that customer-specific retail

5   pricing information is proprietary information, which would give ALECs

6   an unfair marketing advantage in seeing BellSouth's customer-specific

7   retail rates, which BellSouth does not see for ALECs. BellSouth's retail

8   rates are publicly available as a part of BellSouth's tariffs, so that

9   MCImetro does have access to BellSouth's pricing information.

10

11   **Issue Seven**

12   **Has BellSouth provided MCImetro with service jeopardy notification in**

13   **compliance with the Telecommunications Act of 1996 and the parties'**

14   **Interconnection Agreement? If no, what action, if any, should the**

15   **Commission take?**

16

17   Q.   MR. GREEN'S TESTIMONY INDICATES THAT MCIMETRO HAS

18   REQUESTED ELECTRONIC NOTIFICATION OF SERVICE

19   JEOPARDIES VIA EDI. PLEASE COMMENT.

20

21   A.   Mr. Green's assertion that MCImetro has requested electronic

22   notification of service jeopardies via EDI is not supported by the letter

23   provided as his Exhibit 15. The final sentence of that letter reads:

24   "Please provide a response by August 29, 1997 detailing whether

25

Page 19

1   BellSouth will support **the manual process proposed by MCI** or an

2   alternative process." (Emphasis added). Nonetheless, BellSouth is

3   entertaining the possibility of electronic notification via EDI in advance

4   of any standards for electronic service jeopardies. However, it is

5   important to understand that establishing this process would not be a

6   unilateral effort by BellSouth, but would require substantial work by

7   BellSouth and by any interested ALEC on their respective sides of the

8   EDI interface. BellSouth does provide electronic service jeopardies via

9   LENS.

10

11 Q.   IF INTERIM CODES FOR SERVICE JEOPARDIES WERE DEFINED

12   AND IMPLEMENTED BY BELLSOUTH AND MCIMETRO, WHAT

13   WOULD HAPPEN IF THE INTERIM CODES DIFFERED FROM THE

14   NATIONAL STANDARD?

15

16 A.   Should that occur, BellSouth and MCImetro would be forced to rewrite

17   and recode their respective sides of the EDI interface. Once the

18   national standard is established, BellSouth is committed to following it;

19   significantly, BellSouth's interconnection agreement with MCImetro

20   requires this.

21

22 **Issue Nine**

23 **Has BellSouth provided MCImetro with network blockage measurement**

24 **information in compliance with the Telecommunications Act of 1996 and**

25

1   the parties' Interconnection Agreement. If no, what action, if any, should

2   the Commission take?

3

4   Q.   MR. MARTINEZ ON PAGES 15-17 OF HIS TESTIMONY CRITICIZES

5   BELLSOUTH'S RESPONSE TO MCIMETRO'S REQUEST FOR

6   TRUNK BLOCKAGE DATA. HOW HAS BELLSOUTH RESPONDED

7   TO MCImetro?

8

9   A.   BellSouth produces three blocking measurements as a part of its

10   Service Quality Measurements (SQM) package which incorporates all

11   four of the reports requested by MCImetro. These reports are located

12   on page 34 of BellSouth's current SQM and are described in my direct

13   testimony:

14   1. Comparative Trunk Group Service Summary,

15   2. Trunk Group Service Report, and

16   3. Trunk Group Service Detail.

17   BellSouth began providing aggregate blocking reports in February and

18   ALEC specific reports on June 15, 1998. This information is posted on

19   the BellSouth ALEC Performance Measurement Internet web page by

20   the fifteenth of each month for the previous month's data. These

21   reports should satisfy all of MCImetro's trunk blocking requests.

22

23   Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

24

25

1 A.   Yes, it does.

2

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1   Q   (By Ms. White) If you would give your summary

2 now, please.

3   A   Good afternoon, Commissioners. I would like

4 to briefly summarize BellSouth's positions on some of

5 the issues that you heard Mr. Martinez and Mr. Green

6 speak about this morning and this afternoon. BellSouth

7 obviously does not agree with MCImetro's position on

8 these issues, and in fact, many of the things you've

9 heard were either mistaken or simply were factually

10 incorrect.

11   I will be testifying specifically about Issues

12 1 through 7 and Issue 9, and Mr. Milner and Mr. Hendrix

13 will speak to the other issues.

14   First, Issue 1. With regard to the issue of

15 furnishing information about BellSouth's operating

16 support systems to MCImetro, my response is simple.

17 BellSouth has furnished appropriate materials to

18 MCImetro, via a variety of means, to fully document the

19 interfaces BellSouth is required to provide to ALECs.

20   MCImetro seems to believe they are, quote,

21 "entitled" to, quote, "inspect" all of BellSouth's

22 operating support system, including all of BellSouth's

23 proprietary systems, far beyond any requirement that the

24 FCC or this commission has set out, so that they,

25 MCImetro, can determine whether the access offered to

1 them and other ALECs is equivalent. MCImetro appears to

2 want to take on the job that this commission itself is

3 charged with, interpreting the requirements of the law.

4   As is appropriate, this Commission has and

5 continues to conduct its own research into BellSouth's

6 systems so that it can properly draw its own

7 conclusions.

8   Issue 2, a recent -- the access to the RSAG

9 database in a downloaded format. A recent ruling in an

10 OSS proceeding in Georgia has made this issue moot.

11 BellSouth has agreed to furnish the RSAG database to

12 MCImetro in all states, reserving the right to negotiate

13 a price for that service.

14   And by the way, the Georgia order, which is

15 attached as a late-filed exhibit to my deposition, the

16 Georgia order in Docket 8354-U on Page 15, specifically

17 addesses the mechanisms for cost recovery for this type

18 of development.

19   Issue 3, access to calculation of due dates.

20 I'll testify that BellSouth has already furnished

21 information to MCImetro, which would enable them to

22 calculate due dates for services they receive from

23 BellSouth and access to the dispatch appointment

24 scheduling system, duplicating the methods that

25 BellSouth uses in its own systems. BellSouth, however,

1 is currently in the process of providing additional

2 methods for performing this same calculation as a result

3 of the Georgia OSS proceeding that I mentioned

4 previously.

5   Issue 4, parity of access to telephone

6 numbers. This issue is very simple. MCImetro has

7 access to the same quantity of telephone numbers from

8 the same database in the same time and manner that

9 BellSouth has.

10   Issue 5, provisioning of Universal Service

11 Ordering Code, or USOC, information. BellSouth has

12 provided this information to MCImetro and other ALECs in

13 several different forms, both on paper and

14 electronically. MCImetro continues to request the

15 information in a form that BellSouth simply does not

16 have or -- and does not use itself simply to avoid

17 analysis work that is an integral part of an effective

18 competitor creating its own integrated ordering system.

19   Issue 6, access to customer service records.

20 BellSouth is providing electronic access to its

21 customers' service records in compliance with the

22 negotiated and arbitrated interconnection agreements and

23 the orders of this commission.

24   MCImetro continues to ask for BellSouth's

25 retail pricing information which has value only for

1 their marketing efforts.

2 Issue 7, jeopardy notification. BellSouth

3 provides jeopardy notifications today to MCImetro and

4 other ALECs in a manner and time substantially similar

5 to its own retail operations. First, these jeopardies

6 involve far less than 1 percent of the orders processed

7 in any month for BellSouth or any of the ALECs. We're

8 talking about a very tiny issue.

9 Second, there is no national standard or

10 negotiated agreement for providing these notices

11 electronically to electronic data interchange, or EDI

12 users.

13 And third, in the absence of any standard,

14 this issue has been turned over to the CLEC electronic

15 interface change control process to allow the CLEC's

16 themselves -- I'm sorry, the ALECs, I keep saying that

17 wrong -- to allow the ALECs themselves to determine how

18 this software and capability should be created.

19 Issue 9, network blockage measurements.

20 Again, this issue is very simple. BellSouth is

21 providing to MCImetro exactly the same information it

22 uses to design and monitor its own trunking network and

23 is managing the trunk network between the ALECs and

24 BellSouth to ensure interconnection equal in quality as

25 the law requires. MCImetro wants more data and more

1 measurements, more than BellSouth uses for itself.

2 My testimony is that for each of these issues,

3 BellSouth is furnishing MCImetro with what is required

4 by their interconnection agreement and what is required

5 by the law. Thank you. That concludes my summary.

6 MS. WHITE: Mr. Stacy is available for

7 cross-examination.

8 CHAIRMAN JOHNSON: Mr. Melson?

9 MR. MELSON: Before I start, let me take care

10 of a couple of exhibit issues. You all should have in

11 front of you, actually, five separate documents that

12 when you put them all together are the deposition --

13 late-filed deposition exhibits of Mr. Stacy. The first

14 document is entitled Deposition of William Stacy, Part

15 1, and I would ask that we mark that as Exhibit 10 if we

16 could.

17 CHAIRMAN JOHNSON: We'll mark it as Exhibit

18 10.

19 MR. MELSON: The second is identified as

20 Deposition of William Stacy, Part 2. If we could

21 identify that as Exhibit 11.

22 CHAIRMAN JOHNSON: We'll mark it as Exhibit

23 11.

24 MR. MELSON: And the reason I did two of them,

25 there were two volumes and duplicate page numbers, and I

1 thought it would be easier to refer to if we kept them

2 separate.

3 The next document is labelled Deposition of

4 William Stacy, Deposition Exhibits 1 and 2. The cover

5 sheet was made up before some revisions to Deposition

6 Exhibit 2 were done. So actually only Deposition

7 Exhibit 1 is attached to this document. If we could

8 have that labeled as Exhibit 12.

9 CHAIRMAN JOHNSON: We will label Deposition of

10 William Stacy Deposition Exhibits 1 and 2? Is that what

11 you --

12 MR. MELSON: Yes, ma'am, except we ought to

13 cross out the "and 2." Two is no longer a part of this

14 particular document.

15 CHAIRMAN JOHNSON: Gotcha. It will be marked

16 as Exhibit 12.

17 MR. MELSON: The next one has a handwritten

18 notation on the part Replacement for WNS-2 Originally

19 Filed July 31. That is -- if we could mark that as

20 No. 13. And that was the revised response to Stacy's

21 Late-filed Deposition 2.

22 CHAIRMAN JOHNSON: What was our short title?

23 MR. MELSON: Revised Response, Late-filed 2.

24 CHAIRMAN JOHNSON: Okay.

25 MR. MELSON: The next document, which begins

1 with a cover letter from Ms. White, if we could have

2 that marked as No. 14. That is a supplemental response

3 to Late-filed No. 2.

4   (Exhibit Nos. 10, 11, 12, 13 and 14 marked for

5 identification.)

6   CHAIRMAN JOHNSON: Okay.

7   **CROSS-EXAMINATION**

8 BY MR. MELSON:

9   Q   Mr. Stacy, let me ask you a couple general

10 questions about what MCI has called the Parity

11 Provisions of Interconnection Agreement. And if you're

12 not the right person to answer these, it should be

13 Mr. Hendrix, just let me know.

14   Would you agree that under the interconnection

15 agreement, BellSouth is required to provide MCI with

16 operation support systems that contain the same

17 features, functions and capabilities that BellSouth

18 provides to itself or its affiliates?

19   A   I'm going to defer each of those questions to

20 Mr. Hendrix, if that will shortcut. His purpose here

21 today is to speak specifically to the terms of the

22 agreement.

23   Q   Assume with me, then, for purposes of my next

24 few questions, that the agreement does require BellSouth

25 to provide systems that contain the same features,

1 function and capabilities, and assume also that the

2 agreement requires those to be provided to MCI at a

3 level of quality that's at least equal to what BellSouth

4 uses itself.

5   A   All right. That's the hypothetical, or the

6 assumption?

7   Q   That's the assumption, yes. Isn't it true

8 that BellSouth has not disclosed to MCI the entire scope

9 and functionality of BellSouth's own internal Operations

10 Support Systems?

11   A   That is true.

12   Q   And is it BellSouth's position that MCI

13 doesn't really need to understand that full scope and

14 functionality in order to determine whether BellSouth is

15 complying with any parity provisions in the

16 Interconnection Agreement?

17   A   BellSouth's commission is that that judgment

18 is the sole jurisdiction of this commission, not of

19 MCI's; that the Commission obviously is entitled to such

20 information.

21   Q   And are you aware that MCI attended a

22 demonstration of BellSouth's RNS and DOE systems in

23 Florida during the prehearing stage of the 271 docket?

24   A   I understand that they did. I was not

25 represented -- actually, none of my group were

1 represented at that particular conference. They were

2 excluded from it. But I understand that MCI did attend.

3   Q   Would you agree that sort of soon after the

4 Florida demonstration, the questions you began getting

5 from MCI and others indicated that they had -- knew more

6 about RNS and DOE than they had ever known before?

7   A   They certainly were different. There were a

8 number of demonstrations, a number of filings, as the

9 Staff mentioned, a very detailed description in the

10 South Carolina filing, and obviously the questions have

11 changed over time.

12   Q   Would you agree with me that the ALECs don't

13 know everything there is to know about the capability of

14 BellSouth's own internal OSS?

15   A   Yes. And just to add to that, again, our

16 position is simply that that's not required by the

17 Telecommunications Act or the FCC's order of 1996.

18 There are specific functions laid out where we are to

19 provide access.

20   Q   And you are deferring to Mr. Hendrix the

21 question of whether parity and access is required by the

22 MCI/BellSouth Interconnection Agreement?

23   A   Yes.

24   Q   And to the extent that information about

25 BellSouth's systems is necessary to judge whether there

1 was parity under the agreement, would that be an

2 appropriate thing for this Commission to inquire into in

3 the context of a complaint proceeding?

4   A   It's certainly at this Commission's

5 discretion. Whether it's appropriate or not is up to

6 the Commission's judgment.

7   Q   Let's talk for a minute about RSAG. I believe

8 you told us during your summary that you regarded this

9 issue as moot because of a ruling by the Georgia

10 Commission that BellSouth is required to provide RSAG.

11 Is that to all the ALECs, or just to MCI?

12   A   That specific order -- that specific request

13 was to provide RSAG. MCI is the only ALEC that has

14 requested to receive it.

15   Q   All right. And that Georgia decision was in a

16 generic OSS case. It was not in the Georgia counterpart

17 of this complaint proceeding; is that correct?

18   A   That's correct. It was in a case that was a

19 follow-on to a Georgia 271 case.

20   Q   Okay, so, Georgia has not made a decision as

21 to whether or not MCI is entitled to a download of RSAG

22 under the Georgia version of the interconnection

23 agreement?

24   A   That's correct. That case has not been closed

25 or decided.

1   Q   Did I understand you to say during your

2 summary that BellSouth, to comply with the Georgia

3 order, intends to provide not only Georgia address

4 information, but address information region wide?

5   A   Yes, that's correct.

6   Q   And is it BellSouth's intention pursuant to

7 that Georgia order to download the entire RSAG database,

8 or only some subset of the database?

9   A   It's our intention to negotiate with MCI a

10 sub -- MCImetro, a subset of the database to be

11 downloaded pertaining to address validation.

12   Q   And have those negotiations yet taken place?

13   A   No. There have been telephone conversations.

14 The request for a formal meeting was received Friday and

15 is being acted on at this time.

16   Q   Now, if I also understood you correctly, the

17 Georgia Commission order leaves the pricing issue to be

18 resolved another day; is that correct?

19   A   Yes, it does.

20   Q   And you understand MCI's position in this

21 complaint proceeding is that it's entitled under the

22 interconnection agreement to get the database download

23 and periodic updates at no charge; is that correct?

24   A   Yes. I understand MCI's position, and

25 disagree with it, but I understand it.

1   Q   And is Georgia going to address that issue

2 on -- is it your impression that Georgia is going to

3 address the cost issue on a region-wide basis? Are they

4 going to address the cost issue under the particular

5 MCI/BellSouth contract? What's the scope of that cost

6 proceeding going to be?

7   A   It is -- they defined the mechanism. It is up

8 to BellSouth to return to the Commission in Georgia and

9 petition the Commission to define the scope and the

10 scale of that cost recovery.

11   Q   If the Florida Commission were to decide in

12 MCI's favor that it is entitled to a download of RSAG

13 under the Florida Interconnection Agreement, and that

14 it's entitled to that download at no charge, would that

15 decision, in your mind, moot any future cost proceedings

16 in Georgia?

17   A   No, I don't believe it would.

18   Q   Do you believe the Georgia Commission has the

19 authority to set the price for access to the Florida

20 portion of the RSAG database?

21   A   No. And the mechanisms that the Georgia

22 Commission mention, which are not completely specific,

23 are that BellSouth and MCI should attempt to negotiate a

24 price, and then use the dispute resolution process in

25 Georgia, which is arbitration, basically, to enable

1   that.

2   If we are unable to negotiate a price, it's my

3   understanding that the agreement that's reached would be

4   valid only for Georgia and we would have to pursue it in

5   additional states. But I'm not the cost expert. We

6   just have a mechanism to pursue the cost recovery in

7   Georgia.

8   Q   And so if the Commission were to determine as

9   a threshold issue that MCI is entitled under the Florida

10   agreement to get a download of the RSAG database, the

11   Florida issue of cost would not be moot by virtue of

12   anything the Georgia Commission has done to date?

13   A   That's my understanding of the interaction of

14   the two state commissions. Again, I am not an expert in

15   the cost recovery area, but that's my understanding.

16   Q   Now at one point in the correspondence between

17   MCI and BellSouth regarding the RSAG, BellSouth quoted a

18   one-time charge of approximately $538,000, plus or minus

19   15 percent, to provide extracts from the RSAG database;

20   is that correct?

21   A   Subject to check, the number is in the range

22   of half a million dollars, yes.

23   Q   And that would be shown, in fact, in your

24   Exhibit WNS-10, is that --

25   A   Yes. I just didn't have the exhibit open.

1   Q   And in addition to that, BellSouth proposed a

2 monthly recurring charge of $8,650, plus or minus 15

3 percent, for daily updates to that data; is that

4 correct?

5   A   Yes.

6   Q   And in order to firm those cost estimates up,

7 is BellSouth's position that MCI should pay a $30,000

8 up-front charge for Bell to determine exactly what would

9 be provided and to precisely determine the cost? Is

10 that correct?

11   A   That's correct. That's the -- the up-front

12 charge was to do a full development plan, determine

13 exactly, exactly, what had to be done, how many

14 programming hours it would take, what hardware it would

15 take, et cetera, and confirm the cost.

16   Q   And part of that one-time cost estimate of

17 $538,000 is the cost of extracting out of the RSAG

18 database a subset of the data that you -- that BellSouth

19 proposed to provide to MCI; is that right?

20   A   Yes.

21   Q   Do you know what portion of that half million

22 dollars is related to creating this extract from the

23 database?

24   A   No, I don't. And I'm not following your

25 question there. The programming to extract data from

1   the database and manipulate it into a form where it can

2   then be delivered to MCI is what the $538,000 charge is

3   included to cover.

4   Q   Let me ask this way. The proposal contained

5   in your Exhibit WNS-10 was not a proposal to download

6   the entire RSAG database, but in fact to download only

7   about 5 percent of the information in that database; is

8   that correct?

9   A   It's not correct to say 5 percent of the

10 information, although it's been couched that way

11 improperly in a couple of the letters. It's 5 percent

12 of the volume of the database. But that said, the

13 database is split into components that relate to

14 validating an address. And there are other segments of

15 that database that are BellSouth proprietary marketing

16 data. It is not possible to download -- in BellSouth's

17 view, not possible or appropriate to distribute

18 BellSouth proprietary data to MCI. So therefore came

19 the call for a quote, "extract," a separation of the

20 data. The 5 percent refers to total volume.

21   Q   Okay. And the cost that BellSouth proposed in

22 Exhibit WNS-10 includes the cost of separating the data

23 between what BellSouth is willing to provide and what

24 BellSouth is not willing to provide?

25   A   Yes, that's correct.

1   Q   If the Florida Commission determined that MCI

2 was entitled under the Interconnection Agreement to the

3 entire RSAG database, in your view, would it be -- and

4 MCI ultimately agreed to take a subset of the database,

5 in your view, would it be appropriate for MCI to pay the

6 cost of separating out that which was going to be

7 provided from the information that was not provided?

8   A   Yes, it would. Those -- the benefit of doing

9 that accrues solely to MCI. They are asking

10 BellSouth -- requesting BellSouth, under Commission

11 decision, to incur the cost. The cost has to be borne

12 by someone, and I don't believe it's appropriate it

13 should be borne by BellSouth.

14   Q   You stated during your summary that -- you

15 characterized some of MCI's testimony as mistaken or in

16 error. You would agree with me, wouldn't you, that

17 BellSouth provided a download of the MSAG database to

18 MCI under the Interconnection Agreement at no charge?

19   A   Yes.

20   Q   Let's move to Issue 3, due date calculation.

21 The due date calculation function is simply the process

22 of determining when an order is expected to be

23 completed. Is that a fair summary of what due date

24 calculation involves?

25   A   Yes, given all of the variables involved when

1   an order is expected to complete.

2   Q   Now, the ordering interface that BellSouth

3   relies on to provide ALECs with non-discriminatory

4   access to ordering is the EDI interface; is that

5   correct?

6   A   That's correct.

7   Q   And actually that's correct for the majority

8   of services and elements; is that right?

9   A   Yes. Service -- well, a specific set of

10 services and elements, yes.

11   Q   And just to be complete, MCImetro can also use

12 EXACT -- and I'm sorry, I don't know what that stands

13 for -- but MCImetro can use the EXACT system to order

14 some types of UNEs; is that correct?

15   A   That's not correct. EXACT stands for Exchange

16 Access Control and Tracking System. It is a mechanism

17 that was developed to deliver access service requests,

18 which are the mechanism for ordering services out of the

19 access tariff or trunks. MCImetro has utilized that

20 interface in the past as an interim device to place

21 unbundled network element orders in absence of their

22 development of the standard interface EDI. That

23 interface was not intended, nor will it be granted for

24 use to order unbundled network elements now that the EDI

25 standard is available.

1   Q   At the time of the Florida 271 proceeding, it

2   was BellSouth's position, was it not, that it relied on

3   EXACT as a method of providing ordering for what I

4   believe you called infrastructure UNEs?

5   A   Yes. I'm sorry. We're talking about --

6   infrastructure UNEs are trunking. I'm using the two

7   words interchangeably.

8   Q   And I guess I had understood during the 271

9   proceeding that EXACT was being offered up by BellSouth

10   as an interface to be used for ordering some

11   infrastructure UNEs?

12   A   No. And again, the interchangeable words are

13   trunking, and the set of infrastructure UNEs that fall

14   in the category of trunking is what's orderable and

15   planned for the EXACT interface. So we have a

16   miscommunication there.

17   Q   We still do, because I'm --

18   A   Let me try it from the ground up. The

19   electronic data interexchange interface has a set of

20   standards being developed by a national forum that

21   will -- includes now ordering for basic unbundled

22   network elements. More complex unbundled network

23   elements are being added on a regular basis as the

24   versions increase.

25   The intent is that EDI will become the

1   ordering mechanism for every service that is requested

2   on a local service request, an LSR.   The intent is that

3   EXACT will be the ordering interface for those services

4   that are ordered on an access service request, which

5   include access services and trunking services.   And

6   that's the direction the interfaces are moving.

7   Q   Okay. And let's assume, just for the purposes

8   of this next question so I can understand, that they're

9   not moving there, but they're already there.

10   A   All right.

11   Q   And I recognize that's purely hypothetical.

12 In that situation, a local -- an ALEC such as MCImetro

13 would use the EXACT system to order some trunking type

14 UNEs?

15   A   They would use the EXACT system to order

16 interconnection trunks.

17   Q   Okay.

18   A   If I've misled you there, those are not

19 unbundled network elements as they are currently

20 defined.

21   Q   So EXACT in the long term would be used to

22 order interconnection trunks?

23   A   Yes, and access services.

24   Q   Let's put access services aside. And in the

25 long term, the information that goes into EXACT to order

1   the local interconnection trunks is in the form of an

2   access service request, or an ASR; is that correct?

3   A   That's correct.

4   Q   And so is it fair to say that in the long run

5   an ALEC will order local interconnection trunks which

6   are priced under an interconnection agreement, it will

7   order those using an ASR submitted through the EXACT

8   system?

9   A   Yes, that's correct.

10   Q   Let's step back to today. Today are there any

11 additional elements, or services, or functions that an

12 ALEC can order through the ASR going into the EXACT

13 interface?

14   A   Today?

15   Q   Yes, sir.

16   A   There is an interim procedure in place to

17 allow one specific type of unbundled loop to be ordered

18 over the ASR interface. That procedure was replaced in

19 December of 1996 with the EDI interface. However -- and

20 all companies except MCImetro have moved to the standard

21 interface for placing such orders.

22   Q   And what particular type of --

23   A   Loop?

24   Q   Loop.

25   A   Two-wire analog loop.

1   COMMISSIONER JACOBS: I have a brief

2 question. Am I to understand that the requirement is

3 that they purchase these -- the T-19s from the

4 interconnection tariff?

5   WITNESS STACY: No, Commissioner. There is

6 actually -- let me take you through that just in a

7 couple of pieces if I can. There are two ways MCImetro

8 can purchase services from BellSouth at the top. They

9 can buy access services out of the access tariff, or

10 they can buy resold services under the Interconnection

11 Agreement, or unbundled network elements under the

12 Interconnection Agreement. All right? So there are

13 three ways, I'm sorry. There are three methods of

14 purchasing.

15   What we're talking about is buying a

16 service -- an unbundled network element. To purchase

17 an unbundled network element that replicates an off-net

18 T-1, as Mr. Green talked about earlier, requires

19 MCImetro to collocate in an office and purchase two

20 unbundled network elements, one called digital loop and

21 one called interoffice transport, and put those

22 together. So there are two orders coordinated to do

23 that.

24   In the access tariff, at a different price,

25 you order it as a unit and BellSouth puts it together as

1 a unit. There are pricing questions involved here the

2 Commission is dealing with in other dockets and has

3 dealt with in other dockets, but the question is, do you

4 order it as unbundled network elements? Do you order it

5 as resale, or do you order it as an access service? And

6 there are different ways to do all of those three

7 things.

8   Q   (By Mr. Melson) While we're on that topic

9 with the off-net T-1s, would you agree with me that MCI,

10 beginning in November of 1997, sought to purchase a DS-1

11 loop and DS-1 local transport from BellSouth to provide

12 the same functionality that is provided by a T-1?

13   A   Subject to check on the date, I know there was

14 such a request late 1997 from MCImetro.

15   Q   And is it also your understanding that it was

16 MCI's position that under the Interconnection Agreement,

17 BellSouth was obligated to do the combination of that

18 DS-1 loop and DS-1 local transport?

19   A   I understand -- yes, that that was MCImetro's

20 position, yes.

21   Q   And it was BellSouth's position, was it not,

22 that if they were provided on a combined basis, that

23 that DS-1 loop and DS-1 local transport, in BellSouth's

24 view, recreated a Megalink service and therefore was

25 available only on a resale basis and not as a UNE

1 combination?

2   A   Yes, that's -- in general, that's BellSouth's

3 view.

4   Q   And is it as a result of BellSouth's refusal

5 to provide that combination at the UNE price that MCI

6 was led to order the functionality as a T-1?

7   A   No. It's as a result of MCI's refusal to

8 obtain collocation space in the offices and combine the

9 two unbundled network elements.

10   Q   Is it fair to say that there is an ongoing

11 dispute between MCI and BellSouth about the provisioning

12 and pricing of this particular set of UNEs?

13   A   I think we just defined both sides fairly

14 concisely.

15   Q   Does BellSouth intend to change its position?

16   A   BellSouth does not.

17   Q   Back to due date calculation. I got a little

18 bit off track there. An ALEC using EDI for ordering,

19 the EDI ordering interface does not provide a due date

20 calculation?

21   A   Right. The National Standard Ordering

22 Interface, by definition, doesn't calculate the due

23 date.

24   Q   And so in order to calculate a due date, a

25 company that was using EDI for ordering would use LENS

1 to perform the due date calculation; is that correct?

2   A   Actually, they have three options under

3 BellSouth's current systems. You can use LENS in a

4 standalone mode, LENS in a common gateway mode, that's a

5 machine-to-machine interface, or EC-Lite, which is an

6 interface, a third interface that was developed, none of

7 which are industry standards at this time.

8   Q   And EC-Lite was developed for AT&T; is that

9 correct?

10   A   Yes, it was.

11   Q   And it's used by AT&T and only AT&T; is that

12 correct?

13   A   That's correct. Although it is available to

14 other parties, no party has developed it.

15   Q   Given the development of industry standards in

16 the form of EDI, TCP/IP/SSL3 and CORBA, do you expect

17 anyone else to move to EC-Lite for preordering?

18   A   I do not, given the fact that two national

19 standards are now emerging. I believe the parties will

20 choose one or the other. And MCI has clearly chosen the

21 first.

22   Q   Now, using the -- let me ask one other

23 question. The CGI interface to LENS doesn't provide any

24 more information to the ALEC than it can get through the

25 Web Browser mode of LENS; is that correct?

1   A   It does not. It simply allows the ALEC to

2 take other information and integrate it with the

3 information provided by LENS exactly as BellSouth does

4 in its retail systems. In the example of due date

5 calculation, it enables the ALEC to take the table of

6 services, which provides intervals for delivery of firm

7 order confirmation and due date, integrate that with the

8 availability of a dispatch and produce exactly the same

9 effect that BellSouth does at retail, which is a display

10 in the CLEC's own system, the ALEC's own system, in the

11 hardware, of the next available due date for a

12 particular service. But it does not do that -- it does

13 not perform that integration on behalf of the ALEC.

14   Q   Let's focus for a minute on the Web Browser

15 form of LENS. Let me ask this. Is any ALEC today using

16 the CGI version of LENS?

17   A   Only one.

18   Q   And who is that?

19   A   OmniCall.

20   Q   And for what purpose are they using it?

21   A   They are predominantly using it to obtain and

22 parse customer service records.

23   Q   Are there -- who is -- are there ALECs today

24 using the Web Browser version of LENS?

25   A   Yes, many. I would say approximately 70.

1   Q   An ALEC using the Web Browser version of LENS

2   in the inquiry mode to calculate a due date sees a

3   screen -- and correct me if I'm wrong -- but sees a

4   screen that contains information on installation

5   intervals; it contains a list of days that the

6   particular central office is ordinarily opened or

7   closed; and it presents a separate list of days on which

8   the office will be closed because of work load concerns

9   or other requirements. Is that correct?

10   A   That's correct. Those are the basic elements

11   of that screen.

12   Q   And to calculate a due date, ALEC customer

13   service representative has to basically somehow

14   assimilate those three pieces of information and

15   calculate a due date?

16   A   That's correct.

17   Q   And the RNS system used by BellSouth for its

18   own residential ordering essentially performs that

19   calculation and presents the CLEC with the end result --

20   or excuse me, presents BellSouth with the end result in

21   the form of a date that's highlighted in green on the

22   calendar; is that correct?

23   A   Yes, as I've indicated earlier, RNS actually

24   integrates the data from the table with the data

25   available from the scheduling system to produce a

1 highlighted date on the calendar.

2   Q   Would you agree with me that in its order in

3 the 271 docket, the Florida Commission determined that

4 the failure of LENS to provide access to calculated due

5 dates in the inquiry mode was a deficiency?

6   A   I believe that's a correct reflection of that

7 docket, yes.

8   Q   And to date, BellSouth has not made any

9 changes to the due date capability in LENS since that

10 order was issued; is that correct?

11   A   In the inquiry mode, that's correct. Those

12 changes are in process, but are not complete.

13   Q   Let me turn for a moment to the Issue 4,

14 access to telephone numbers. I believe you said in your

15 summary that an ALEC can reserve telephone numbers in

16 substantially the same time and manner as a BellSouth

17 representative; is that correct?

18   A   Yes, I did.

19   Q   And a BellSouth representative can reserve up

20 to 25 telephone numbers at a time; is that correct?

21   A   In the RNS system, BellSouth can reserve -- a

22 BellSouth rep can reserve 25 telephone numbers at a time

23 with a limit of 25 -- top limit of 25. In the DOE and

24 SONG system they can reserve ten at a time with a top

25 limit of a thousand.

1   Q   And in LENS, a CLEC representative can reserve

2 six telephone numbers at a time; is that correct?

3   A   Six at a time with no upper limit.

4   Q   When did the upper limit -- let me ask this.

5 Did you testify in the Tennessee 271 proceeding on May

6 8th that an ALEC using LENS could reserve six at a time

7 with a total of 12 per LENS session?

8   A   I did. And as I've pointed out in I think

9 cross there, I was mistaken. The limit had been changed

10 in November of 1997 and my data was simply wrong. The

11 limit had not existed for sometime.

12   Q   When we say an ALEC can reserve six at a time

13 with an unlimited number, how does it go about

14 reserving -- for example, if it wanted to reserve 25

15 numbers, what process would the ALEC go through?

16   A   Goes through the telephone number reservations

17 screen in the inquiry mode, selects six of the ten

18 numbers that are displayed, clicks the keep button,

19 clicks the return to inquiry mode button, clicks the

20 telephone number button, selects the next six, and that

21 process is repeated, in the case of 25, five times.

22   In BellSouth's case, their process is done in

23 groups of ten. So ten numbers are selected, reserved,

24 an additional ten are selected and reserved over a

25 series of the entire process being repeated three

1 times.

2 Q And what you described just there was for DOE

3 or SONGS?

4 A And for RNS. It's a limit of 25, but it's

5 still in groups of ten.

6 Q Let me also ask you about NXXs. A BellSouth

7 representative on the phone with a customer, once the

8 address has been validated, can use RNS or DOE to see a

9 list of all of the NXX's that are available to serve

10 that customer; is that correct?

11 A Yes, that are available to serve that

12 customer.

13 Q And an MCImetro representative using LENS does

14 not see a similar list of NXXs; is that correct?

15 A That's correct. As we've suggested, that

16 information is readily available to MCI in the Local

17 Exchange Routing Guide.

18 Q But the decision not to display that

19 information of LENS was a decision by BellSouth in the

20 design of that system and not any sort of underlying

21 system limitation; is that correct?

22 A No. It was obviously a decision of

23 BellSouth. The data is available in a different system,

24 but not in the ATLAS system, which is where the

25 telephone numbers reside. Again, it is integration work

1 that was done by BellSouth for its retail units,

2 integrating data that is readily available to make it

3 simpler for its own retail unit. That same data is

4 available to the CLEC. It's not a system issue.

5   Q   And BellSouth could have designed LENS to go

6 to that separate database and retrieve the NXX

7 information and display it in LENS; is that correct?

8   A   I believe it's technically feasible. That was

9 never investigated as part of the design.

10   Q   With respect to Issue 5, which was access in

11 a -- I'm going to call it a database format, I'm not

12 sure if that's the right terminology -- to USOC codes

13 and FIDs, MCI has requested for some time that BellSouth

14 provide USOC information and FID information to it in a

15 database type format; is that correct?

16   A   That's correct.

17   Q   And it's my understanding that BellSouth has

18 recently done that with the USOC information?

19   A   Actually, we've gone through about three

20 iterations, but I think we may have finally hit an

21 iteration that's satisfactory to MCI.

22   Q   Does BellSouth intend to make the FID

23 information available to MCI in a comparable format?

24   A   BellSouth is developing that capability. It

25 does not exist today inside BellSouth. I have requested

1 such development, but I don't have a projected time line

2 on it yet. As I said in my summary, MCI has asked for

3 something that BellSouth does not provide to itself.

4 And while I understand the position of MCI that this is

5 something that they would find useful, it simply does

6 not exist in the form that they have asked for it

7 today.

8   Q   Does it exist in a form that it is displayed

9 electronically to a BellSouth representative who is

10 using RNS or DOE?

11   A   No.

12   Q   And just so the record is clear, can you tell

13 me what a FID is?

14   A   FID is a three character abbreviation, F-I-D.

15 It's in a short acronym for the word "field

16 identifier." It is a data element that modifies the

17 service ordering code. And the easiest example to use.

18 If you have a service ordering code for your basic

19 telephone service, you'll see a code that says something

20 like a 1FR, which is a flat-rated residential service.

21 A FID that modifies that is the PIC, which specifies

22 what interexchange carrier you're using. And that FID

23 follows that ordering code and says 1FR/PIC. Yours is

24 what, 0333? No, that's not right.

25   Q   I suspect it's 222, but I'm not sure.

1   A   222, I think.

2   Q   I don't know the code for my local toll.

3   A   5124 is a very nice code if you would like to

4 use it.

5   Q   Do you offer local toll in Tallahassee?

6   A   I wish.

7   Q   CSR information. I believe one of the

8 components of CSR information the parties disagree about

9 is access to the portion of the CSR that shows the price

10 that the customer is currently paying for the services

11 he or she subscribes to; is that correct?

12   A   That's correct.

13   Q   And when LENS was first released, the CSR

14 screen that was available to LENS showed that

15 information; is that correct?

16   A   That's correct.

17   Q   And BellSouth has subsequently modified LENS

18 to strip off that pricing information and no longer

19 display it to an ALEC; is that correct?

20   A   That's correct. There was a great deal of

21 dissension about the marketing value of that data, and

22 that decision was changed.

23   Q   And is it BellSouth's position that that

24 pricing information on a customer-by-customer basis is

25 proprietary in any way?

1   A   Not that it is proprietary, but that the --

2 and that word has been used, in fact, even in my

3 testimony, and probably not entirely appropriately. The

4 proprietary is not the pricing data. The proprietary

5 sense is the packaging of the entire record of the

6 customer with the pricing data as a marketing tool.

7   So if -- in reading and rereading that portion

8 of my testimony, that is not as clear as it should be.

9 The proprietary sense is giving it to someone as an

10 entire package, not that the data itself is proprietary.

11   Q   So the effect of BellSouth stripping that

12 information off of the CSR is to put an ALEC in a

13 position, if it wants to know what a customer is paying

14 today for the services, to go to another source,

15 probably a tariff, and develop some sort of program to

16 integrate that information and put it back together?

17   A   That's correct.

18   Q   Now, in the generic OSS proceeding that we've

19 talked about in Georgia, BellSouth was recently ordered

20 to provide this pricing information on the CSRs to the

21 ALECs; is that correct?

22   A   That's correct.

23   Q   And I assume you intend to comply with that

24 Georgia order?

25   A   Yes. In fact that pricing information for

1 Georgia only was available on LENS July the 24th.

2   Q   And you anticipated my next question. You

3 don't intend to make that pricing information available

4 in any other state until you lose either a generic

5 proceeding or a contract enforcement case; is that

6 correct?

7   A   That's correct. That's strategic marketing

8 data that we do not -- we intend to contend in each

9 state.

10   Q   Now the CSR information available to BellSouth

11 representative -- and let's take the example of a

12 business service -- includes at the end of the CSR a

13 summary of the services that says, six 1FBs, and so many

14 of these and so many of that; is that correct?

15   A   Yes, that's called a local service

16 itemization.

17   Q   Local service itemization. Is that local

18 service itemization available in the CSR that an ALEC

19 accesses through LENS?

20   A   As of July the 24th, yes, it is.

21   Q   And --

22   A   It was just added.

23   Q   And was the -- why was it added?

24   A   In that particular case, it was discussed at

25 length in the Georgia hearings. Before the order got

1   out, we agreed that it would -- that it was a useful

2   tool for the CLECs, and went ahead and put it back in

3   the development cycle. And July the 24th just happened

4   to be when it came out. It wound up being ordered in

5   Georgia, but the process actually started considerably

6   before that.

7   Q   Let's talk for a minute about Issue 7 on --

8   let me see if we need to talk about Issue 7 or not. Let

9   me read my questions.

10   Issue 7 relates to notification of service

11 jeopardies; is that correct?

12   A   Yes.

13   Q   And I believe you stated during your summary

14 that that is an issue that is currently being worked by

15 the recently formed Industry Change Control Committee?

16   A   That's correct.

17   Q   Would you agree that if the Florida Commission

18 determines that BellSouth has a contractual obligation

19 to provide MCI with electronic notification of service

20 jeopardies, the fact that the change control committee

21 may or may not believe it's a high priority item would

22 not relieve Bell of its contractual obligation?

23   A   That's true. In fact, that was part of the

24 substance of Ms. White's question to Mr. Green. The

25 change control committee document recognizes

1 specifically that regulatory orders and acts of law have

2 the ability to override any priority that that committee

3 might set. So, yes, to answer your question.

4   Q   There was some discussion earlier today of

5 network blockage reports. And if I understand -- is it

6 correct that BellSouth is essentially providing MCImetro

7 with what I would call exception reports that show

8 when -- that provide information only when a trunk

9 group exceeds some prespecified blocking level?

10   A   That's correct. Mr. Martinez didn't quite

11 have the blocking limits, the exception limits, right.

12 But the substance of the fact, we are providing

13 exception reports to MCImetro, to the other ALECs, which

14 are exactly the same format and substance of the

15 exception reports that BellSouth uses to manage its

16 local network.

17   Q   And since you say Mr. Martinez didn't have the

18 levels exactly right, what do you believe the levels

19 are?

20   A   The exception reporting levels for common

21 transport trunk group is 2 percent. And that's where he

22 erred. The exception reporting level for a local trunk

23 group is 3 percent and he was correct on that. So he

24 was half right.

25   Q   So if --

1   COMMISSIONER CLARK: Mr. Stacy, just so I'm

2 clear, when you say "a local trunk transport," are you

3 talking about a transport assigned to one individual

4 company.

5   WITNESS STACY: Yes, ma'am.

6   COMMISSIONER CLARK: Okay.

7   WITNESS STACY: Let me draw that picture a

8 little bit clearer, I hope, because we spent a long time

9 on it this morning. BellSouth's local network that

10 existed before the Telecommunications Act is simply a

11 network of trunks that connects all of the central

12 offices in a given city together. The criteria for

13 that, that we have used for at least the last 25 years,

14 that I am personally aware of, was that you design that

15 network, as Mr. Martinez indicated, to a blocking

16 probability of 1 percent; that you set it up and design

17 it and calculate it, so that you can expect, at the

18 worst time or the worst day, 1 percent of the calls

19 would be blocked. And that's efficient. You don't

20 design it so that none will ever be blocked, because

21 you've spent too much money.

22   So you design it to 1 percent, and then you

23 monitor it every month, and you forget about it unless

24 it spikes and the blocking goes over 3 percent in a

25 given month. So you put it -- you design it, you put it

1　away, and you don't even look at it. And you get this

2　exception report once a month, and you read down the

3　exception report, and say, whoops, that trunk group

4　blocked it 3 and a half percent. I better go in and

5　look at the data and do something about it.

6　　　　　　That same calculation, with different numbers

7　applied to it, is exactly what we're doing for the

8　CLECs. There's a design value and there is a threshold

9　exception value. You leave it alone until it exceeds

10　the threshold and then you go fix it.

11　　　　　　COMMISSIONER CLARK: Why is there a different

12　value?

13　　　　　　WITNESS STACY: It's the same value for the

14　CLEC's trunks. They have two options for connecting

15　into our networks. They can connect directly to our end

16　office, and in that case the value is exactly the

17　same -- it's 1 percent and 3 percent -- or they're

18　allowed to connect through our tandems. And the

19　connection from our end office to what's called a tandem

20　is designed to tighter standards because it carries the

21　CLEC's traffic. It also carries the interexchange

22　carrier's traffic outbound to the world. So the

23　standard for that particular type of trunk is tighter.

24　　　　　　COMMISSIONER CLARK: And BellSouth doesn't use

25　that kind of trunk for itself?

1   WITNESS STACY: Yes, we do. We use, in fact,

2   the same trunks, not just that kind. BellSouth traffic,

3   toll traffic, outbound for somewhere else in the state,

4   in the LATA, or interLATA traffic outbound for somewhere

5   else in the world, and in some cases CLEC local traffic,

6   uses that same trunk group. So the design for that is

7   tighter. It's designed to block less than a half of

8   1 percent.

9   COMMISSIONER CLARK: Maybe it would be helpful

10   to look at Mr. Martinez -- what he's asked for and just

11   have you tell us what you're providing.

12   WITNESS STACY: Yes. In fact, if you'll look

13   at my -- the exhibits that Mr. Melson handed out, the

14   one that is now marked Exhibit 13 responds to

15   Mr. Martinez's request on a point-by-point basis,

16   matching up with his testimony in the first two pages.

17   That was as a request of Staff, I believe, after the

18   deposition or during the deposition.

19   COMMISSIONER CLARK: What page should I be

20   looking at?

21   WITNESS STACY: The very first page of what is

22   now marked Exhibit 13.

23   COMMISSIONER CLARK: Okay.

24   WITNESS STACY: Mr. Martinez asks for, in

25   quotes, the blockage data -- item little i, "the

1 blockage data on all common trunk groups utilized for

2 ALEC traffic that experience blockage." And our

3 response is -- and I believe you got this correct this

4 morning, we are providing the data. But instead of

5 providing every piece of data for every trunk, every

6 month, we're providing the same data that BellSouth uses

7 every month, which is the exception data. We simply

8 don't look at the trunks that experience blockage below

9 the threshold, nor do we report those to MCI or to

10 BellSouth.

11   COMMISSIONER CLARK: When you say you don't

12 look at them, are they produced and you just don't

13 look?

14   WITNESS STACY: No, the data is collected and

15 discarded.

16   COMMISSIONER CLARK: It's not put in the

17 report?

18   WITNESS STACY: No. Again, you have to -- I

19 guess the concept may be somewhat foreign to you all,

20 but you're managing a network that has, in BellSouth's

21 case, even in the State of Florida, thousands of trunk

22 groups in it. You don't want to look at data that's

23 insignificant. So the exception reports were created to

24 screen out the significant data and present it to the

25 trunking engineers so that what they were looking at was

1 items where they need to take some action.

2   COMMISSIONER CLARK: And the same data you

3 get, you say you provide to MCI?

4   WITNESS STACY: Exactly the same data in

5 exactly the same format. They do not -- as I think you

6 heard Mr. Martinez said, they don't contend that. What

7 they've said is, I want more data. I don't want what

8 BellSouth uses for itself; I want additional data.

9   COMMISSIONER CLARK: Okay.

10   COMMISSIONER DEASON: Let me ask a follow-up

11 question. What happens when a customer, an end-use

12 customer, attempts to place a call, and there is

13 insufficient capacity on the trunk that is serving him

14 or her?

15   WITNESS STACY: They will receive the signal

16 that you might call a fast busy. The technically

17 correct name for that is all trunks busy signal.

18   COMMISSIONER DEASON: So you engineer to where

19 that would only happen 1 percent of the time in busy

20 hour -- however you define the busy hour; is that

21 correct?

22   WITNESS STACY: Yes, and there's a statistical

23 method for finding out on how the busiest things

24 happen. And that is, as Mr. Martinez indicated

25 properly, one of the agreed-to industry levels on a

1 national basis, that 1 percent gives the customers

2 perceptibly good service. They very seldom encounter a

3 trunk blockage. But it still allows the design of the

4 network to be efficient because you don't try to -- you

5 don't try to design it to zero.

6   COMMISSIONER DEASON: And there was reference

7 to one-half of 1 percent.

8   WITNESS STACY: And that's what I was trying

9 to wave my hands and explain to Commissioner Clark. The

10 local network -- let's go back ten years, 1984. There

11 were two completely separate networks. There was a

12 local network that the local company took care of, and

13 there was an interstate network that AT&T took care of.

14   The design criteria for the local network was

15 1 percent. The design criteria for the toll network was

16 1 percent. But that was split up into two pieces. A

17 half of 1 percent was given to the company that

18 originated the call, and a half of 1 percent was given

19 to the company that terminated the call by AT&T.

20   So the toll network -- the effect was that

21 wherever you called, locally or toll, your experience

22 blocking should be about 1 percent, but because in the

23 case of an interstate call, two companies shared the

24 responsibility, they split up the blocking and assigned

25 half of it to each end.

1   So what we're talking about now is that same

2   network has been taken, and those criteria still exist

3   today, and the CLECs have interconnected to that

4   network.

5   Well, they have three methods of

6   interconnection. They can interconnect directly to one

7   of BellSouth's end offices, if it's efficient for them

8   to do so. And when they do that, the design is one

9   percent. Or they can interconnect at a tandem in the

10   BellSouth's end offices -- or excuse me, between a

11   tandem in the CLEC's end office. And when they do that,

12   because that's part of what used to be the toll network,

13   that blockage is divided up between the two companies.

14   And BellSouth takes the responsibility for a half of

15   1 percent on its part of the network and a half of

16   1 percent on the part going to the CLEC. So the answer

17   is the same, it's just split up in different ways over

18   time.

19   COMMISSIONER DEASON: Now, as far as the old

20   long distance network as you described it, doesn't that

21   assume, then, that the busy hour on both the originating

22   and terminating end is going to be the same hour, and

23   that in reality it may not be the same hour?

24   WITNESS STACY: Yes, that's true. And there

25   were -- were and still are -- different agreements about

1 how you calculate the busy hour on local groups.

2 Mr. Martinez mentioned part of it. The time consistent

3 busy hour is one method.

4 There are ten or 15 different methods that are

5 applied to different groups to different types of

6 traffic in different situations to try to optimize the

7 service. But it does try -- for instance it tries to

8 make allowances for the amount of traffic going to

9 different time zones where the busy hour has shifted by

10 one. We've just touched the top of the subject that one

11 of the trunk engineers spends about nine months in

12 school learning about.

13 COMMISSIONER DEASON: I certainly don't want

14 to spend nine months. Thank you.

15 Q   (By Mr. Melson) I'll try to not even spend

16 nine more minutes, if I can avoid it.

17 Mr. Stacy, just -- I won't say a couple --

18 just a few final questions. The 1 percent design

19 blockage rate and the one-half of 1 percent design

20 blockage rate that you've described are included in the

21 MCI BellSouth Interconnection Agreement; is that

22 correct?

23 A   Yes, I believe both of those are specifically

24 included in Section 4.

25 Q   And the 2 percent and 3 percent reporting

1   triggers are not specifically referred to in that?

2   A   They are not. The agreement is in fact -- I

3   had a chance when that came up this morning to reread

4   those two paragraphs. The agreement is completely

5   silent about levels for trunk servicing, other than

6   encouraging the companies to be efficient.

7   Q   And in the long distance environment, is it

8   true that BellSouth provides MCI long distance company

9   with trunk blockage information whenever there is any

10   measure of a blockage?

11   A   It's not quite true, but for practical

12   purposes I'll say it is. There is still a low threshold

13   set. It's not zero.

14   MR. MELSON: That's all I've got. Thank you,

15   Mr. Stacy.

16   CHAIRMAN JOHNSON: Staff?

17   **CROSS-EXAMINATION**

18   BY MS. BEDELL:

19   Q   Good afternoon, Mr. Stacy. My name is Cathy

20   Bedell.

21   A   Good afternoon.

22   Q   I have a couple of questions that sort of span

23   the gamut of the issues. If you don't mind, we'll just

24   try to get through these as quickly as possible.

25   Earlier, under Mr. Melson's cross-examination,

1 I believe you testified that basic UNEs can be ordered

2 using EXACT. Is that correct?

3 　　　A　　No, ma'am. If I did, I confused it. MCI had

4 an interim agreement with BellSouth to order one

5 specific type of UNE using EXACT until the EDI interface

6 was developed. That interface was available in December

7 of 1996, but MCI has not completed their development

8 yet. So they are still using it for one particular

9 purpose, but no other industry participant is using that

10 interim interface.

11 　　　Q　　Okay. And I also believe that it was your

12 testimony earlier that there was some concern that MCI

13 could use the pricing information on CSRs for marketing

14 purposes?

15 　　　A　　Yes. That's BellSouth's primary issue with

16 producing it electronically.

17 　　　Q　　And could you please elaborate on the position

18 as exactly how it is that you believe that they could

19 use that for marketing purposes?

20 　　　A　　Mr. Green actually described it fairly well,

21 but I'll try to again. First, let's back up and examine

22 a couple of things here. MCI has indicated a number of

23 times that they're not currently involved in resale.

24 And the resale price, as you know, is simply a discount

25 off BellSouth's retail price. So, one, starting at the

1   top, the argument is a little -- seems a little foolish,

2   and I hesitate to use that word, because it's involving

3   something that MCI has said they're not interested in

4   selling.

5   But beyond that, BellSouth's contention is

6   that presenting the services a customer is receiving and

7   the price for those services and the summary of those

8   services, and a summary of the price, is simply a tool

9   that makes it easier for the ALEC's representative to

10 market their service because they can do just exactly

11 what Mr. Green suggested; instead of having to ask the

12 customer, or go to a book and look it up, or build their

13 own system, "What are you paying for BellSouth services

14 today? Well, I can give you a 10 percent, 15 percent,

15 12 percent discount on that." We presented it

16 electronically for them.

17   So in the case of resale, the only use we can

18 see, and the only use that MCI has come forward with in

19 detail, is to say, well, it makes it easier for me to

20 tell what price that customer is getting today, which in

21 turn makes it easier for me to market new services, or

22 my service to them. That's our basic contention.

23   Q   But in order for them to have access to the

24 CSR data, they would have to already have some contact

25 with the customer who was interested in buying their

1 services; is that --

2   A   Yes.   Could be telemarketing or could be an

3 inbound call.

4   Q   So we're talking about how they market to an

5 individual customer who has already come to them?

6   A   Right.

7   Q   On -- well, you probably heard me ask earlier

8 today if Mr. Green was familiar with the Department of

9 Justice document that you referred to in your

10 deposition.

11   A   Yes.

12   Q   Is that a document that -- that could be

13 produced as an exhibit?

14   A   Yes.   There is not -- I'll have to go back and

15 look and see when the last version of it was updated.

16 It's not completely -- I guess what I'm saying is you're

17 going to find a version that's dated four or five months

18 ago because we don't recreate it regularly, but the

19 document is certainly available.

20   MS. WHITE: Is Staff requesting that

21 document?

22   MS. BEDELL: We would like to have it

23 identified as a late-filed exhibit if we could.

24   WITNESS STACY: So I can identify that, let's

25 make sure we're specific.   That's the document that we

1 produced that's called The Description for the DOJ of

2 BellSouth's Systems? I don't have the copy in front of

3 me, but --

4   MS. WHITE: And the most current version?

5   WITNESS STACY: Most current version, which I

6 believe is about December.

7   CHAIRMAN JOHNSON: What was that again? You

8 said The Description For the DOJ of -- give me a short

9 title.

10   WITNESS STACY: The Description for the

11 Department of Justice of BellSouth's System. She may

12 have the exact title.

13   CHAIRMAN JOHNSON: That will do for a short

14 title.

15   MS. BEDELL: That would be Exhibit 15.

16   CHAIRMAN JOHNSON: Mark it as Late-filed 15.

17   (Late-filed Exhibit No. 15 identified.)

18   MS. BEDELL: Thank you.

19   Q   (By Ms. Bedell) In his deposition transcript,

20 Mr. Green says that MCI is not specifically asking for

21 the data that's contained in BellSouth's databases,

22 which he understands is proprietary, but rather he's

23 looking for a description of the functionality of the

24 system and the technical specifications relative to the

25 databases. Does BellSouth consider the technical

1 specifications and the descriptions of the functionality

2 of the databases to be proprietary?

3   A   Yes, ma'am, in many cases we do. Those are

4 intellectual properties of BellSouth designed by

5 BellSouth for its own purposes. We have, I believe,

6 given access and descriptions of the databases that the

7 FCC and the Telecommunications Act envisioned us

8 producing interfaces for. And obviously there are

9 interface requirements, but the database design

10 basically is an intellectual property of BellSouth.

11   Q   And if you consider that intellectual

12 property, it is intellectual property that you wouldn't

13 be interested in, perhaps, making any kind of

14 arrangement to share, like to sell it, or --

15   A   No, ma'am, we have not precluded any

16 arrangement to do anything except give it away. No

17 company has approached us, to my knowledge. And that

18 request, I believe, would come directly to me very

19 quickly. No company has approached us to say, we are

20 interested in purchasing the intellectual property of

21 your FUEL and SOLAR databases.

22   Q   And what is -- what would you envision to be

23 the harm if this was made available to MCI?

24   A   Simply a loss of value to BellSouth of its

25 intellectual property. It then takes -- in the case of

1 some of these databases -- millions of dollars of

2 BellSouth investment, and makes all of that available to

3 MCImetro at free.

4   Q   I am now going to ask you a couple questions

5 about the preordering interfaces. Will the CORBA

6 protocol and the EDI TCP/IP, et cetera --

7   A   SSL3.

8   Q   -- SSL3, provide due date calculation

9 functions?

10   A   In conjunction with the due date calculation

11 function that is now being added to the LENS interface,

12 that same capability will be replicated in both the

13 CORBA and the EDI interface.

14   Q   And will that provide equivalent functionality

15 to the due date functionality found in RNS?

16   A   Yes. It will not create the display that in

17 those interfaces -- the integration of the data and the

18 display of the data is the responsibility of the

19 receiving company. And that's just, by definition,

20 those machine-to-machine interfaces, the receiving

21 company gets data back and they have to do something

22 with it, but it does replicate the functionality.

23   MS. BEDELL: I believe that's all Staff's

24 questions.

25   CHAIRMAN JOHNSON: Commissioners? Redirect?

1   MS. WHITE: No redirect, and I would move

2 Exhibit 9.

3   COMMISSIONER CLARK: Can I ask a question?

4   MS. WHITE: Sure.

5   COMMISSIONER CLARK: Mr. Stacy, what about --

6 one of the positions BellSouth has taken is that RSAG

7 information is a big volume, takes a lot of time, that

8 you would have never agreed to that in the agreement.

9   WITNESS STACY: Yes, ma'am.

10   COMMISSIONER CLARK: In terms of volume and

11 the difficulty in downloading the data, compare that to

12 the MSAG system. Why is one more difficult than the

13 other?

14   WITNESS STACY: Mr. Green expressed that

15 fairly well. The MSAG system uses ranges of addresses.

16 So it -- and in some cases if you have a long, straight

17 street, it uses big ranges. It may include the blocks

18 from 100 to 10,000 on a long boulevard. In RSAG's case

19 there is individual data for every individual living

20 unit, repeated multiple times.

21   COMMISSIONER CLARK: So it's much less data?

22   WITNESS STACY: So it's much less data.

23   COMMISSIONER CLARK: So you can't even begin

24 to compare the two in terms of the time it takes to --

25   WITNESS STACY: No, ma'am. In fact, that's

1 the whole contention. Whether that price is accurate or

2 not, which we believe it is, there is some half million

3 dollars worth of work to get RSAG ready to download.

4 MSAG was available for download because of the way it's

5 used, actually for E911 database validation. Just two

6 very different technologies.

7   COMMISSIONER CLARK: I thought you had

8 downloaded RSAG yourself, or you had done some testing.

9   WITNESS STACY: We do testing with it where we

10 download a portion of it for a specific state into one

11 of our mainframes. We have never downloaded the entire

12 database for a state, or certainly not all nine states,

13 anywhere.

14   COMMISSIONER CLARK: But if you break it down

15 into nine parts, it's manageable?

16   WITNESS STACY: No. You break it into much

17 smaller parts. For instance, when we do our test orders

18 that we run through our systems, we pick a city or

19 cities in a state and pull out just a small portion of

20 the database to work with, and then only send orders

21 that are assigned to that particular area for tests. We

22 don't bring the whole thing down.

23   COMMISSIONER CLARK: Okay.

24   COMMISSIONER JACOBS: Was the testimony

25 earlier precise that the RSAG data is that is the most

1 precise information and the MSAG is less precise? Is

2 that a correct characterization?

3   WITNESS STACY: Yes, that's correct. MSAG,

4 the -- Mr. Green was in error here. The street names,

5 the city names, are identical, but MSAG tells you a

6 range of valid addresses between 100 and 300. RSAG

7 tells you that there is a living unit at 101 North

8 Chestnut Street, and that it has two working telephones,

9 and that it has quick service, that Mr. Martinez

10 mentioned, and that it has connect-through, and the

11 address is broken into these particular fields, or

12 entities. So RSAG is much more narrow and precise than

13 MSAG is.

14   COMMISSIONER JACOBS: And do you know if MSAG

15 is provided at the -- at the lower level?

16   WITNESS STACY: MSAG is not provided at a

17 lower level, no. And the purposes are different -- just

18 30 seconds on that and I won't take any more of your

19 time. But MSAG was set up to be used by the E911 PSAP.

20 So when they look up -- when they get an address, they

21 validate it against MSAG, because all they care about is

22 getting on the right block. They don't care if the

23 house number is precise every time, because if they get

24 close on an emergency dispatch, they can find where

25 they're going. So MSAG was set up to let them have a

1 very efficient and very quick means of making sure that

2 the addresses they put in their computer were right, but

3 it wasn't very, very precise because that was too much

4 for them to maintain.

5   COMMISSIONER JACOBS: Thank you.

6   MR. MELSON: MCI moves Exhibits 10, 11, 12, 13

7 and 14.

8   CHAIRMAN JOHNSON: Show those all admitted

9 without objection. And 15 is a late-filed.

10   (Exhibit Nos. 9, 10, 11, 12, 13 and 14

11 received into evidence.)

12   CHAIRMAN JOHNSON: Thank you. You're excused,

13 sir.

14   (Witness Stacy excused.)

15   *   *   *

16   CHAIRMAN JOHNSON: BellSouth's next witness?

17 I see he's approaching.

18   MR. CARVER: BellSouth calls Jerry Hendrix.

19   JERRY HENDRIX

20 was called as a witness on behalf of BellSouth

21 Telecommunications, Inc., and having previously been

22 duly sworn, testified as follows:

23   MR. CARVER: Mr. Hendrix, let me know when

24 you're set up and ready to go.

25   WITNESS HENDRIX: I'm sorry?

1   MR. CARVER: I said just let me know whenever

2 you're set up and ready to go.

3   WITNESS HENDRIX: I surely will. I promise

4 you it will be very brief. (Pause) I'm ready.

5   **DIRECT EXAMINATION**

6 BY MR. CARVER:

7   Q   Mr. Hendrix, would you please state your full

8 name and your business address?

9   A   Yes. My name is Jerry Hendrix. My business

10 address is 675 West Peachtree Street, Atlanta, Georgia.

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

12   A   Employed by BellSouth, director of pricing.

13   Q   And have you caused to be filed in this docket

14 18 pages of direct testimony?

15   A   Yes, I did.

16   Q   And attached to those 18 pages of direct

17 testimony there are 16 exhibits; is that correct?

18   A   That is correct.

19   Q   And you have also prefiled with the docket

20 five pages of rebuttal testimony; is that correct?

21   A   Yes, I did.

22   Q   Do you have any changes to your direct

23 testimony, your rebuttal testimony, or to your exhibits?

24   A   No, I do not.

25   Q   If I were to ask you the questions that appear

1 in your direct and rebuttal testimony today, would your

2 answers be the same?

3   A   Yes.

4   MR. CARVER: Chairman Johnson, I would like to

5 request that Mr. Hendrix' direct and rebuttal testimony

6 be inserted into the record as though read.

7   CHAIRMAN JOHNSON: It will be so inserted.

8   MR. CARVER: And the 16 exhibits I would like

9 to have marked for identification and to move those into

10 the record also.

11   CHAIRMAN JOHNSON: Okay, composite

12 Exhibit JDH -- is it 1 through 16?

13   MR. CARVER: Yes, ma'am.

14   CHAIRMAN JOHNSON: 1 through 16, will be

15 marked 16.

16   (Exhibit No. 16 marked for identification.)

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1

2　　BELLSOUTH TELECOMMUNICATIONS, INC.

3　　TESTIMONY OF JERRY HENDRIX

4　　BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

5　　DOCKET NO. 980281-TP

6　　June 1, 1998

7

8　Q.　PLEASE STATE YOUR NAME AND COMPANY NAME AND

9　　　ADDRESS.

10

11　A.　My name is Jerry Hendrix. I am employed by BellSouth

12　　　Telecommunications, Inc. as Director - Interconnection Services

13　　　Pricing.　My business address is 675 West Peachtree Street, Atlanta,

14　　　Georgia　30375.

15

16　Q.　PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

17

18　A.　I graduated from Morehouse College in Atlanta, Georgia in 1975 with a

19　　　Bachelor of Arts Degree.　I began employment with Southern Bell in

20　　　1979 and have held various positions in the Network Distribution

21　　　Department before joining the BellSouth Headquarters Regulatory

22　　　organization in 1985.　On January 1, 1996 my responsibilities moved to

23　　　Interconnection Services Pricing in the Interconnection Customer

24　　　Business Unit .

25

1   Q.   HAVE YOU TESTIFIED PREVIOUSLY?

2

3   A.   Yes. I have testified in proceedings before the Alabama, Florida,

4   Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and

5   Tennessee Public Service Commissions and the North Carolina Utilities

6   Commission.

7

8   Q.   WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10   A.   The purpose of my testimony is to address the MCImetro Access

11   Transmission Services, Inc. (hereinafter referred to as "MCIm")

12   complaint filed with the Florida Public Service Commission which

13   alleges failure by BellSouth to comply with the Parties' Interconnection

14   Agreement.   Specifically, I will address the contractual requirements

15   for each issue. I will address issues (11) Recorded Usage Data, and

16   (12) Directory Listing information fully.

17

18

19   Q.   SEVERAL OF THE ISSUES IN THIS PROCEEDING CENTER ON

20   PARITY FOR ACCESS TO UNBUNDLED NETWORK ELEMENTS.

21   WHAT DOES THE TELECOMMUNICATIONS ACT OF 1996

22   REQUIRE?

23

24   A.   In Section 251 Interconnection (c)(3) UNBUNDLED ACCESS of the

25   Act, BellSouth has "The duty to provide, to any requesting

1   telecommunications carrier for the provision of a telecommunications

2   service, nondiscriminatory access to network elements on an

3   unbundled basis at any technically feasible point on rates, terms, and

4   conditions that are just, reasonable, and nondiscriminatory in

5   accordance with the terms and conditions of the agreement and the

6   requirements of this section and section 252. An incumbent local

7   exchange carrier shall provide such unbundled network elements in a

8   manner that allows requesting carriers to combine such elements in

9   order to provide such telecommunications service."

10

11

12   Issue No. 1

13   HAS BELLSOUTH PROVIDED MCIMETRO WITH INFORMATION

14   ABOUT BELLSOUTH'S OSS AND RELATED DATABASES IN

15   COMPLIANCE WITH THE TELECOMMUNICATIONS ACT OF 1996

16   AND THE PARTIES' INTERCONNECTION AGREEMENT? IF NO,

17   WHAT ACTION, IF ANY, SHOULD THE COMMISSION TAKE?

18

19   Q.   DOES THE INTERCONNECTION AGREEMENT BETWEEN

20   MCIMETRO AND BELLSOUTH ADDRESS THE PROVISION OF

21   OPERATIONS SUPPORT SYSTEMS (OSS)?

22

23   A.   Yes. Part A, Section 13.3 of the Agreement (Exhibit JDH-1) states

24   "BellSouth agrees that it will provide to MCIm on a nondiscriminatory

25   basis...the operations support systems as set forth in the Agreement.

3

1   BellSouth further agrees that these services, or their functional

2   components, will contain all the same features, functions and

3   capabilities and be provided at a level of quality at least equal to that

4   which it provides to itself or its Affiliates."

5

6   In Section 13.8 "BellSouth agrees that order entry, provisioning,

7   installation, trouble resolution, maintenance, billing and service quality

8   with respect to Local Resale will be provided at least as expeditiously

9   as BellSouth provides for itself or for its own retail local service or to

10   others, or to its Affiliates, and that it will provide such services to MCIm

11   in a competitively neutral fashion."

12

13   In Attachment VIII, Section 2.3.1.3 (Exhibit JDH-2), "BellSouth and

14   MCIm shall agree on and implement interim solutions for each interface

15   within thirty (30) days after the Effective Date of this Agreement, unless

16   otherwise specified in Exhibit A of this Attachment. The interim

17   interface(s) shall, at a minimum, provide MCIm the same functionality

18   and level of service as is currently provided by the electronic interfaces

19   used by BellSouth for its own systems, users, or subscribers."

20

21   Additionally, at Section 5.1.1.1 of this same Attachment (Exhibit JDH-3)

22   it states that ".....BellSouth shall provide necessary maintenance

23   business process support as well as those technical and systems

24   interfaces required to enable MCIm to provide at least the same level

25   and quality of service .."   At 5.1.1.2 the agreement states "Until an

1   Electronic Interface is available, BellSouth shall provide access

2   numbers to the state specific TRC...."

3

4   Mr. Stacy addresses the various ways BellSouth provides MCIm

5   access to the Operational Support Systems for pre-ordering, ordering,

6   number reservation, trouble reporting, and maintenance activities.

7

8

9 Issue No. 2

10   HAS BELLSOUTH PROVIDED MCIMETRO WITH STREET ADDRESS

11   GUIDE (SAG) DATA IN COMPLIANCE WITH THE

12   TELECOMMUNICATIONS ACT OF 1996, AND THE PARTIES'

13   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

14   SHOULD THE COMMISSION TAKE?

15

16 Q.   DOES THE AGREEMENT BETWEEN THE PARTIES ADDRESS THE

17   STREET ADDRESS GUIDE (SAG)?

18

19 A.   Yes. Attachment VIII, Section 2.1.3.1 of the Agreement (Exhibit JDH-4)

20   states, "Within thirty (30) days after the Effective Date of this

21   Agreement, BellSouth shall provide to MCIm the SAG data, or its

22   equivalent, in electronic form. All changes to the SAG shall be made

23   available to MCIm on the same day as the change to the data is made."

24   Section 2.3.2.5 of Attachment VIII (Exhibit JDH-5) states "At MCIm's

25   option, BellSouth will provide MCIm the capability to validate addresses

1   by access to BellSouth's Regional Street Address Guide (RSAG) via

2   dial-up or LAN to WAN access. Implementation time frames will be

3   negotiated between the parties."

4

5   In his testimony, Mr. Stacy describes how an ALEC may access the

6   Street Address Guide and the information available there via LENS

7   and/or EC Lite.

8

9

10   Issue No. 3

11   HAS BELLSOUTH PROVIDED MCIMETRO WITH THE DUE DATE

12   CALCULATION FOR A SERVICE ORDER REQUEST FROM A

13   CUSTOMER IN COMPLIANCE WITH THE TELECOMMUNICATIONS

14   ACT OF 1996 AND THE PARTIES' INTERCONNECTION

15   AGREEMENT? IF NO, WHAT ACTION, IF ANY, SHOULD THE

16   COMMISSION TAKE?

17

18   Q. IS THE ABILITY TO CALCULATE DUE DATES ON SERVICE

19   ORDERS ADDRESSED IN THE AGREEMENT?

20

21   A. Yes. Attachment VIII, Section 2.2.4.3, Service Order Process

22   Requirements, Desired Due Date (Exhibit JDH-6) says, "BellSouth shall

23   supply MCIm with due date intervals to be used by MCIm personnel to

24   determine service installation dates."

25

1   Mr. Stacy explains the current procedures available to MCIm to obtain

2   due dates for their end user orders.

3

4

5 Issue No. 4

6   HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO

7   TELEPHONE NUMBERS AND TELEPHONE NUMBER

8   INFORMATION IN COMPLIANCE WITH THE

9   TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

10   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

11   SHOULD THE COMMISSION TAKE?

12

13 Q.   WHAT PROVISIONS DOES THE AGREEMENT MAKE IN REGARD

14   TO MCIMETRO'S ACCESS TO TELEPHONE NUMBERS AND

15   TELEPHONE NUMBER INFORMATION?

16

17 A.   In Part A, Section 13.5 (Exhibit JDH-7) BellSouth agrees to "provide

18   nondiscriminatory access to telephone numbers for as long as

19   BellSouth remains the code administrator of the North American

20   Numbering Plan." An entire Subsection, 2.1.8 Number

21   Administration/Number Reservations in Attachment VIII, is responsive

22   to this issue. I have attached this section to my testimony as Exhibit

23   JDH-8.

24

25

7

1   MCIm has the ability to reserve their own telephone numbers today and

2   Mr. Stacy's testimony refers to those procedures.

3

4

5   Issue No. 5

6   HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO

7   UNIVERSAL SERVICE ORDER CODES (USOCs) IN COMPLIANCE

8   WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE

9   PARTIES' INTERCONNECTION AGREEMENT? IF NO, WHAT

10   ACTION, IF ANY, SHOULD THE COMMISSION TAKE?

11

12 Q. WERE UNIVERSAL SERVICE ORDER CODES (USOCs)

13   ADDRESSED IN THE AGREEMENT?

14

15 A. No. Universal (or Uniform) Service Order Codes (USOCs) are not

16   discussed in the Interconnection Agreement reached between the

17   parties. Mr. Stacy elaborates on the various ways MCIm and other

18   ALECs can locate USOCs.

19

20

21 Issue No. 6

22   HAS BELLSOUTH PROVIDED MCIMETRO WITH CUSTOMER

23   SERVICE RECORD (CSR) INFORMATION IN COMPLIANCE WITH

24   THE TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

25

1   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

2   SHOULD THE COMMISSION TAKE?

3

4 Q.   DOES THE AGREEMENT ADDRESS INFORMATION ON

5   CUSTOMER SERVICE RECORDS (CSRs)?

6

7 A.   Yes, for resold services. Section 2.3.2.3.1.2 of Attachment VIII

8   (Exhibit JDH-9) states "BellSouth shall provide MCIm with CSR

9   information, which may include CPNI, for preordering and ordering

10   purposes, to the extent that BellSouth provides such information to

11   other carriers, and upon the same terms and conditions that BellSouth

12   uses for providing the same information to other carriers."   The

13   agreement also describes the subscriber profile information as listed

14   name, billing and service addresses, billed telephone number(s), and

15   identification of features and services on the subscriber's account(s).

16

17   Mr. Stacy describes how MCIm obtains customer service record

18   information.

19

20

21 Issue No. 7

22   HAS BELLSOUTH PROVIDED MCIMETRO WITH SERVICE

23   JEODARDY NOTIFICATION IN COMPLIANCE WITH THE

24   TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

25

1   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

2   SHOULD THE COMMISSION TAKE?

3

4 Q. IS BELLSOUTH REQUIRED TO NOTIFY MCIMETRO OF SERVICE

5   ORDERS IN JEOPARDY?

6

7 A. Yes. Attachment VIII, Section 2.2.9.1 (Exhibit JDH-10) states that

8   "BellSouth shall provide to MCIm notification of any jeopardy situations

9   prior to the Committed Due Date, missed appointments and any other

10   delay or problem in completing work specified on MCIm's service order

11   as detailed on the FOC."

12

13   The methods for notifying MCIm of jeopardy situations, missed

14   appointments, and other service order problems are addressed by Mr.

15   Stacy.

16

17

18 Issue No. 8

19   HAS BELLSOUTH PROVIDED MCIMETRO WITH FIRM ORDER

20   CONFIRMATION (FOCs) IN COMPLIANCE WITH THE

21   TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

22   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

23   SHOULD THE COMMISSION TAKE?

24

25

1 Q. WHAT DOES THE AGREEMENT STATE RELATIVE TO FIRM

2 ORDER CONFIRMATIONS (FOCs)?

3

4 A. Attachment VIII, Section 2.2.6 (Exhibit JDH-11) requires "BellSouth

5 provide to MCIm, via an electronic interface, a Firm Order Confirmation

6 (FOC) for each MCIm order provided electronically." Additionally,

7 Performance Measurement targets for Firm Order Confirmation for

8 manual orders (within 24 hours = 99%) and electronic orders (within 4

9 hours = 99%) are provided for in Section 2.5.3.1 (Exhibit JDH-12).

10

11 Mr. Milner details how BellSouth provides FOCs to MCIm in his

12 testimony.

13

14

15 Issue No. 9

16 HAS BELLSOUTH PROVIDED MCIMETRO WITH NETWORK

17 BLOCKAGE MEASUREMENT INFORMATION IN COMPLIANCE

18 WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE

19 PARTIES' INTERCONNECTION AGREEMENT? IF NO, WHAT

20 ACTION, IF ANY, SHOULD THE COMMISSION TAKE?

21

22 Q. IS BELLSOUTH REQUIRED TO PROVIDE MCIMETRO WITH

23 NETWORK BLOCKAGE MEASUREMENT INFORMATION PER THE

24 AGREEMENT?

25

1 A.   Yes. Attachment IV, Section 4.2.1(Exhibit JDH-13) states, "A blocking

2   standard of one percent (.01) during the average busy hour, as defined

3   by each party's standards, for final trunk groups between a MCIm end

4   office and a BellSouth access tandem carrying meet point traffic shall

5   be maintained. All other final trunk groups are to be engineered with a

6   blocking standard of one percent (.01). Direct end office trunk groups

7   are to be engineered with a blocking standard of one percent (.01).

8   The blocking standard of one half of one percent (.005) will be used on

9   trunk groups carrying interlata traffic."

10

11   Additionally, Section 4.2.2 states "For trunks carrying MCIm interlata

12   traffic, MCIm may request BellSouth to report trunk group service

13   performance and blocking standards to the industry."

14

15   Mr. Stacy addresses MCIm's request for network blockage

16   measurement information.

17

18

19 Issue No. 10

20   HAS BELLSOUTH PROVIDED MCIMETRO WITH LOCAL TANDEM

21   INTERCONNECTION INFORMATION IN COMPLIANCE WITH THE

22   TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

23   INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

24   SHOULD THE COMMISSION TAKE?

25

1 Q. DOES THE AGREEMENT BETWEEN BELLSOUTH AND MCIMETRO

2 ADDRESS LOCAL TANDEM INTERCONNECTION INFORMATION?

3

4 A. Not specifically. The agreement describes the "Interconnection Point"

5 or "IP" as the physical point that establishes technical interface, test

6 point and operational responsibility hand-off between MCIm and

7 BellSouth. It further states that "MCIm shall designate at least one IP

8 in the LATA in which MCIm originates local traffic and interconnects

9 with BellSouth. Upon MCIm's request for additional points of

10 interconnection, BellSouth will interconnect with MCIm at any

11 Technically Feasible point on BellSouth's network of MCIm's choosing

12 using the same technical configuration or using other arrangements,

13 including but not limited to mutually agreed upon mid-span fiber meets,

14 entrance facilities, telco closets, and physical or virtual collocation."

15

16 Mr. Milner clarifies MCIm's request regarding local tandem

17 interconnection and explains how they would access that information.

18

19

20 Issue No. 11

21 HAS BELLSOUTH PROVIDED MCIMETRO WITH RECORDED

22 USAGE DATA IN COMPLIANCE WITH THE

23 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

24 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

25 SHOULD THE COMMISSION TAKE?

1 Q.   WHAT PROVISIONS DOES THE AGREEMENT MAKE IN

2   REFERENCE TO FLAT-RATE USAGE DATA?

3

4 A.   None. In Attachment VIII, Section 4, Provision of Subscriber Usage

5   Data (Exhibit JDH-14), the agreement states "BellSouth shall comply

6   with BellSouth EMR industry standards in delivering customer usage

7   data to MCIm" (4.1.1.1), and "BellSouth shall provide MCIm with

8   unrated EMR records associated with all billable intraLATA toll and

9   local usage which they record on lines purchased by MCIm for resale"

10   (4.2.1.1).

11

12 Q.   WHAT ARE EMR STANDARDS?

13

14 A.   EMR stands for Exchange Message Records. These records are used

15   by telecommunications companies throughout the United States to

16   exchange billing information for meet point billing arrangements, calling

17   card and toll calls and, in this case, to provide details for billable usage

18   events associated with services offered to ALECs for resale and

19   unbundled network elements. The detail specifications (or standards)

20   which govern how the EMR records are formatted, transmitted and

21   controlled are set be the Alliance for Telecommunications Industry

22   Solutions (ATIS) organization. ATIS has membership from across the

23   industry including BellSouth and MCI.

24

25

14

1 Q. HAS BELLSOUTH PROVIDED MCIMETRO WITH RECORDED

2 USAGE DATA IN COMPLIANCE WITH THE PARTIES'

3 INTERCONNECTION AGREEMENT?

4

5 A. Yes. BellSouth has provided all billable messages which they record

6 on MCIm's customer lines via the Optional Daily Usage File (ODUF) as

7 required. This file has been transmitted daily to MCIm since August,

8 1997 and currently includes around 6,100 usage records per month in

9 Florida . In Docket No. 971140-TP, the Commission required

10 BellSouth to "provide MCIm with switched access usage data

11 necessary for MCIm to bill IXCs when MCIm provides service using

12 unbundled local switching purchased from BellSouth either on a stand-

13 alone basis or in combination with other unbundled network elements."

14 BellSouth provides access usage records via the Access Daily Usage

15 File (ADUF). Currently ADUF includes records for interstate originating

16 and terminating access calls. Recently, BellSouth agreed to provide

17 records for intrastate toll calls in the same manner as it does for

18 interstate calls. The new capability to provide intrastate toll records will

19 be implemented in two phases. Usage records for intrastate calls

20 (whether interLATA or intraLATA) carried by interexchange carriers

21 (IXC's) will be provided no later than June 15, 1998. Since BellSouth

22 does not bill terminating access for toll calls it carries, switch

23 measurements for toll calls terminating to unbundled ports are not

24 produced. BellSouth continues to develop the implementation

25 schedule for providing records for these calls on ADUF.

1 Issue No. 12

2 HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO

3 DIRECTORY LISTINGS INFORMATION IN COMPLIANCE WITH THE

4 TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'

5 INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF ANY,

6 SHOULD THE COMMISSION TAKE?

7

8 Q. WHAT ACCESS TO DIRECTORY LISTING INFORMATION IS

9 BELLSOUTH REQUIRED TO PROVIDE TO MCIMETRO?

10

11 A. BellSouth is required by the Interconnection Agreement, Attachment

12 VIII, Section 6.1.6.1 (Exhibit JDH-15), to "provide to MCIm, to the

13 extent authorized, the residential, business, and government subscriber

14 records used by BellSouth to create and maintain its Directory

15 Assistance Data Base, in a non-discriminatory manner."

16

17 Q. DOES THE AGREEMENT SPECIFICALLY ADDRESS DIRECTORY

18 ASSISTANCE LISTINGS FOR INDEPENDENT TELEPHONE

19 COMPANIES?

20

21 A. Yes. In Attachment VIII, Section 6.1.6.2, "Upon request, BellSouth

22 shall provide an initial load of subscriber records...for ILECS, CLECs

23 and independent Telcos included in their Directory Assistance

24 Database, to the extent authorized. Also, Attachment VIII, Section

25 6.2.2.2 adds that BellSouth shall provide MCIm several lists including a

16

1   "List of Independent Company names and their associated NPA-NXXs

2   for which their listing data is a part of BellSouth's directory database,

3   but BellSouth is not to provide the listing data to MCIm under this

4   request."

5

6 Q.   HAS BELLSOUTH MADE ANY ADDITIONAL EFFORTS TO PROVIDE

7   TO MCIMETRO ANY INDEPENDENT TELEPHONE COMPANY

8   LISTINGS WHICH APPEAR IN BELLSOUTH'S DIRECTORY

9   DATABASE?

10

11 A.   Yes. In Florida, BellSouth has secured permission from the

12   Independent Companies for which BellSouth performs directory

13   assistance services to share this information with ALECs.

14

15

16 Issue No. 13

17   HAS BELLSOUTH PROVIDED MCIMETRO WITH SOFT DIAL TONE

18   SERVICE IN COMPLIANCE WITH THE TELECOMMUNICATIONS

19   ACT OF 1996 AND THE PARTIES' INTERCONNECTION

20   AGREEMENT? IF NO, WHAT ACTION, IF ANY, SHOULD THE

21   COMMISSION TAKE?

22

23 Q.   IS SOFT DIAL TONE SERVICE ADDRESSED IN THE AGREEMENT?

24

25

1 A.   Yes. In Attachment III under Technical Requirements for Local

2   Switching , Section 7.2.1.11 (Exhibit JDH-16) states "Where BellSouth

3   provides the following special services, it shall provide to MCIm: ...

4   7.2.1.11.4 Soft dial tone where required by law. Where

5   BellSouth provides soft dial tone, it shall do so on a

6   competitively-neutral basis."

7

8   Mr. Milner discusses soft dial tone service in his testimony.

9

10 Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

11

12 A.   Yes.

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2   BELLSOUTH TELECOMMUNICATIONS, INC.

3   REBUTTAL TESTIMONY OF JERRY HENDRIX

4   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

5   DOCKET NO. 980281-TP

6   June 29, 1998

7

8 Q. PLEASE STATE YOUR NAME, COMPANY NAME, AND ADDRESS.

9

10 A. My name is Jerry Hendrix. I am employed by BellSouth

11   Telecommunications, Inc. as Director - Interconnection Services

12   Pricing.   My business address is 675 West Peachtree Street, Atlanta,

13   Georgia 30375.

14

15 Q. ARE YOU THE SAME JERRY HENDRIX WHO FILED DIRECT

16   TESTIMONY IN THIS PROCEEDING?

17

18 A. Yes.

19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

21

22 A. The purpose of my testimony is to rebut testimony filed in this docket

23   by MCImetro Access Transmission Services, Inc. (hereinafter referred

24   to as "MCIm") witnesses, Ronald Martinez and Bryan Green.

25   Specifically, I will address Issues 5, 11, and 12.

1 **Issue No. 5**

2   **HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO**

3   **UNIVERSAL SERVICE ORDER CODES (USOCs) IN COMPLIANCE**

4   **WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE**

5   **PARTIES' INTERCONNECTION AGREEMENT? IF NO, WHAT**

6   **ACTION, IF ANY, SHOULD THE COMMISSION TAKE?**

7

8 Q.   AT PAGES 12 AND 13 OF MR. MARTINEZ'S TESTIMONY HE

9   ALLEGES THAT BELLSOUTH HAS A RESPONSIBILITY UNDER THE

10   INTERCONNECTION AGREEMENT TO PROVIDE USOC

11   INFORMATION. DO YOU AGREE?

12

13 A.   No. Universal (or Uniform) Service Order Codes (USOCs) are not

14   discussed in the Interconnection Agreement between the parties.

15   Thus, there is no obligation to provide USOCs to MCIm.   Although

16   BellSouth is not required to provide USOCs, BellSouth witness, William

17   Stacy, explains in his testimony how USOCs can be accessed and

18   downloaded for MCIm's use.

19

20

21 **Issue No. 11**

22   **HAS BELLSOUTH PROVIDED MCIMETRO WITH RECORDED**

23   **USAGE DATA IN COMPLIANCE WITH THE**

24   **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**

25

1   **INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF**

2   **ANY, SHOULD THE COMMISSION TAKE?**

3

4 Q.   AT PAGE 20, LINES 9 AND 10, MR. MARTINEZ STATES THAT

5   BELLSOUTH IS REQUIRED TO PROVIDE FLAT-RATE USAGE DATA

6   WHEN MCIM REQUESTS IT. DO YOU AGREE?

7

8 A.   No.

9

10 Q.   WHAT PROVISIONS DOES THE AGREEMENT MAKE IN

11   REFERENCE TO FLAT-RATE USAGE DATA?

12

13 A.   None. In Attachment VIII, Section 4, Provision of Subscriber Usage

14   Data (Exhibit JDH-14), the agreement states "BellSouth shall comply

15   with BellSouth EMR industry standards in delivering customer usage

16   data to MCIm" (4.1.1.1), and "BellSouth shall provide MCIm with

17   unrated EMR records associated with all billable intraLATA toll and

18   local usage which they record on lines purchased by MCIm for resale"

19   (4.2.1.1).

20

21 Q.   HAS BELLSOUTH PROVIDED MCIM WITH RECORDED USAGE

22   DATA IN COMPLIANCE WITH THE PARTIES' INTERCONNECTION

23   AGREEMENT?

24

25

1   A.   Yes. BellSouth has provided all <u>billable</u> messages which they record

2   on MCIm's customer lines via the Optional Daily Usage File (ODUF) as

3   required. This file has been transmitted daily to MCIm since August,

4   1997.

5

6

7   **Issue No. 12**

8   **HAS BELLSOUTH PROVIDED MCIMETRO WITH ACCESS TO**

9   **DIRECTORY LISTINGS INFORMATION IN COMPLIANCE WITH THE**

10   **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**

11   **INTERCONNECTION AGREEMENT? IF NO, WHAT ACTION, IF**

12   **ANY, SHOULD THE COMMISSION TAKE?**

13

14 Q.   WHAT ACCESS TO DIRECTORY LISTING INFORMATION IS

15   BELLSOUTH REQUIRED TO PROVIDE TO MCIM?

16

17 A.   As Mr. Martinez states in his testimony on Page 21, Lines 18-21,

18   BellSouth is required by the Interconnection Agreement, Attachment

19   VIII, Section 6.1.6.1 (Exhibit JDH-15), to "provide to MCIm, **to the**

20   **extent authorized**, the residential, business, and government

21   subscriber records used by BellSouth to create and maintain its

22   Directory Assistance Data Base, in a non-discriminatory manner."

23   (Emphasis added.)

24

25

1 Q.   DOES THE AGREEMENT SPECIFICALLY ADDRESS DIRECTORY

2   ASSISTANCE LISTINGS FOR INDEPENDENT TELEPHONE

3   COMPANIES?

4

5 A.   Yes. In Attachment VIII, Section 6.1.6.2, "Upon request, BellSouth

6   shall provide an initial load of subscriber records...for ILECS, CLECs

7   and independent Telcos included in their Directory Assistance

8   Database, **to the extent authorized**." (Emphasis added.)   Also,

9   Attachment VIII, Section 6.2.2.2 adds that BellSouth shall provide

10   MCIm several lists including a "List of Independent Company names

11   and their associated NPA-NXXs for which their listing data is a part of

12   BellSouth's directory database, but BellSouth is not to provide the

13   listing data to MCIm under this request."

14

15 Q.   HAS BELLSOUTH MADE ANY ADDITIONAL EFFORTS TO PROVIDE

16   TO MCIM ANY INCUMBENT LOCAL EXCHANGE COMPANY (ILEC)

17   LISTINGS WHICH APPEAR IN BELLSOUTH'S DIRECTORY

18   DATABASE?

19

20 A.   Yes. In Florida, BellSouth has secured authorization from the ILECs

21   for which BellSouth performs directory assistance services to share this

22   information with ALECs.

23

24 Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

25 A.   Yes.

1   Q   (By Mr. Carver) Mr. Hendrix, could you

2 summarize your testimony, please?

3   A   Yes. I have a very brief summary. First, I

4 am responsible for all negotiations with ALEC customers

5 for BellSouth. I've been involved in the MCI

6 negotiations from the start, and on June 3rd of 1997, I

7 signed the Interconnection Agreement.

8   MCI in this case has taken certain liberties

9 in interpreting the agreement. Two examples are, MCI

10 states that the agreement requires a download of the

11 RSAG. That simply isn't true. And there was never a

12 requirement under the agreement, nor did we talk about a

13 download as part the negotiation process.

14   MCI also asserts that BellSouth is required by

15 the agreement to provide access to USOCs. This too is

16 not true. The agreement is silent on BellSouth's

17 requirement to provide access to USOCs.

18   And finally, the agreement does not cover

19 services that are ordered out of the interstate access

20 tariff. That completes my summary.

21   MR. CARVER: The witness is available for

22 cross-exam.

23   CHAIRMAN JOHNSON: Mr. Melson?

24   **CROSS-EXAMINATION**

25 BY MR. MELSON:

1   Q   Mr. Hendrix, can you be a little more specific

2 about what your role was in the --

3   CHAIRMAN JOHNSON: One second. Did we insert

4 the rebuttal?

5   WITNESS HENDRIX: Yes, we did.

6   MR. CARVER: Thank you.

7   Q   (By Mr. Melson) Mr. Hendrix, could you be a

8 little more precise about what your role was in the

9 negotiation of the MCI/BellSouth Florida Interconnection

10 Agreement?

11   A   Sure. I will be happy to. First of all, I

12 started with MCI at the outset, in 1996, to work through

13 the various issues in the agreement. And I was the lead

14 person assigned to work with that company. I was later

15 able to bring on additional folks, along with other

16 subject matter experts that would be able to address the

17 issues. And I was given the job of signing all

18 agreements; in case I screwed up they can only fire one

19 person. So I had the oversight of the total process,

20 including the signing of the agreements and negotiating

21 various issues.

22   Q   So it's fair to say you've got a vested

23 interest in this whole group of agreements not being --

24 I think "screwed up" was your term?

25   A   As long as you have a job offering, yes.

1   Q   Mr. Hendrix, I asked a couple questions of

2 Mr. Stacy, and I believe he deferred them to you. Would

3 you agree with me that under the Interconnection

4 Agreement, BellSouth is required to provide MCI with

5 operation support systems that contain the same

6 features, functions and capabilities that BellSouth

7 provides to itself or its affiliates?

8   A   I would agree with that. And I believe the

9 section that you were referencing may have been in

10 Part A, Section 13.3.

11   Q   And that in fact is the section that's shown

12 on your Exhibit JDH-1; is that correct?

13   A   That is correct.

14   Q   And that section goes on to say, in essence,

15 that those features, functions, capabilities have to be

16 provided at a level of quality that is at least equal to

17 the level which BellSouth provides to itself or its

18 affiliates; is that correct?

19   A   Those are the words, yes.

20   Q   And do you understand that essentially to be

21 what for shorthand we've called a parity requirement?

22   A   I would agree with that. That is correct.

23   Q   Can you point me to the particular exhibit of

24 yours which deals with RSAG information?

25   A   Yes, I can. If you can tell me the issue.

1   Q   It's Page 5 -- it would be Issue 2.

2   A   Issue 2. That would be JDH-4.

3   Q   Okay. And there you -- JDH-4 is Section

4 2.1.3.1 of Attachment VIII of the agreement; is that

5 correct?

6   A   2.1.3.1, is that your cite?

7   Q   Yes.

8   A   That is correct.

9   Q   And there's another section of the agreement,

10 I guess, which appears on your next page, Exhibit

11 JDH-5. Would you read aloud to me the little short

12 Section 2.3.2.5 that appears on your JDH-5?

13   A   Yes, I will. "At MCI's option, BellSouth will

14 provide MCI the capability to validate addresses by

15 access to BellSouth's RSAG via dial-up or LAN or WAN

16 access. Implementation time frames will be negotiated

17 between the parties."

18   Q   And is access to RSAG through LENS or ICREF

19 access via dial-up or LAN to WAN access, as referred to

20 in this section the agreement?

21   A   I would assume that it is. In crafting the

22 language, it was talked about just giving access, and

23 MCI had definite words as to what they wanted, but they

24 were very open to whatever vehicle was available that

25 would give them that access. So not being closely

1   associated with the technical terms associated with the

2   LAN or WAN, I would assume that it is, yes.

3   Q   And LAN is local area network, and WAN is wide

4   area network?

5   A   That's correct.

6   Q   And Section 2.3.2.5 is an option available to

7   MCImetro; is that correct?

8   A   That is an option, yes.

9   Q   Doesn't the existence of an option imply to

10 you that there is some other base case, and that the

11 option is simply an alternative method of doing

12 something that is otherwise provided for?

13   A   Not necessarily. And definitely not in this

14 case. As part of this effort in negotiating this

15 section of the agreement, MCI, I believe in their

16 11-8, 1997 version of the agreement, had wanted a hard

17 copy. BellSouth was simply not agreeable, knowing the

18 work process involved in giving them a hard copy of the

19 RSAG. And for that reason, we agreed to the term

20 "electronic access." That would, in fact, allow them

21 to go in and access whatever they wanted from the RSAG

22 data. But it was not envisioned that BellSouth would,

23 in fact, give them a hard copy, and it's for that reason

24 that language was struck in the 11-8, 1997 agreement.

25 We simply could not agree.

1   Q   Let me ask this. Is it your testimony that

2 the two -- are there any provisions in the

3 Interconnection Agreement which bear on the provision of

4 RSAG data other than the two provisions that are quoted

5 on your Exhibits JDH-4 and JDH-5?

6   A   There is a matrix that was referred to by

7 Mr. Martinez, and I can't recall if Mr. Green made that

8 reference. But the matrix speaks to -- and this is at

9 Page 93 of the Interconnection Agreement, and the matrix

10 speaks to the one-time provisioning of RSAG.

11   Q   Mr. Hendrix, just so we're on the same pages,

12 would that be what is reproduced as -- on Page 26 of

13 Exhibit 2, which was Mr. Martinez's Exhibit RM-2?

14   A   If you'll hold it up, I can see.

15   Q   I'll give you one.

16   A   Thank you. That is the page I'm referencing.

17   Q   And you would agree with me, would you not,

18 that that table shows that RSAG is provided on a

19 one-time basis?

20   A   Yes, but I think you need to look also to the

21 far right, and as part of the process in negotiating

22 this, and at the time we struck the language on 11-8,

23 1997, since we could not agree to give them a hard copy,

24 you know, we simply did not close the issue. This was a

25 big issue to us. And we simply did not agree that we

1   could give them a hard copy knowing the costs involved

2   in actually involved in doing so.

3   The second entry from the bottom speaks of it

4   as a one-time basis as to when they would get the RSAG,

5   but that would be where they would go in and access that

6   data, download it or do whatever they could do through

7   the systems and through the access functions that they

8   would have. And then they would get it on a regular

9   basis through the electronic interface, at least on a

10   long-term version of the electronic interface.

11   Q   Mr. Hendrix, you read the chart a little

12   differently than I do. So let me sort of take it column

13   by column. The reference "To be negotiated" appears in

14   a column entitled Interim Solution; is that correct?

15   A   That's correct.

16   Q   And in the Long-Term Solution, this chart

17   indicates an electronic interface for SAG information;

18   is that correct?

19   A   That is correct.

20   Q   And the footnote to that long term solution

21   column indicates that that's to be implemented by

22   January 1, '97 or an agreed upon time frame; is that

23   correct?

24   A   That is correct.

25   Q   Now the "N" in the column Real-Time Access To

1 Data means, does it not, that the electronic interface

2 is not required to provide real-time access into the

3 RSAG data as it exists on BellSouth's system?

4 A Currently, that's correct. At the time of the

5 agreement, exactly right.

6 Q And real time transaction processing means

7 essentially the same thing?

8 A Yes, it does.

9 Q And Frequency or Time Interval, "One-time

10 only," how does -- how could the term "One-time only"

11 possibly apply to the use of an interface where MCI

12 would use LENS, for example, and dip into the RSAG

13 database on a transaction-by-transaction basis?

14 A And that's a fair question, but I think you

15 need to go back to the very left column. The very left

16 column speaks of BellSouth provides access -- or provide

17 all, all of the RSAG. That's a one-time basis. And as

18 Mr. Martinez mentioned, it was their intent to have

19 access to all of it on a one-time basis.

20 And then the second part, which is the very

21 last block, would indicate that those are updates that

22 would actually be done. But it was never the intent

23 that BellSouth will provide a download for them to

24 access this data. It was their way of segmenting the

25 agreement. And it is for that reason, as I mentioned

1 earlier, that we were not able to agree to the wording

2 that was in the 11-8 version of the contract.

3   Q   Let me ask you this question. You're saying

4 that the one-time only tied back to a prior version of

5 the contract that contemplated a hard copy?

6   A   No. What I am saying is that the one-time

7 only ties back to the very left column, the second box

8 from the bottom, that says "all SAG data," the word

9 "all," and that MCI would get all of that data once,

10 and it was up to them as to how they were going to get

11 that data. And we made it available to them through the

12 vehicle that they would actually access that data, but

13 we would not provide them a hard copy or a download of

14 that data.

15   The second part, or the last block, is simply

16 the following segment that would say they would update

17 it on a monthly basis. And that is what I meant that

18 MCI has taken some liberties in interpreting it. And

19 clearly, when you look at the language in the 11-8

20 version of the agreement, it was obvious that BellSouth

21 would not agree and did not agree to a download or a

22 hard copy of that info.

23   Q   Well let me ask this. It's clear BellSouth

24 did not agree to a hard copy. I think you and I can

25 agree on that.

1   A   Yes.

2   Q   Didn't BellSouth, on the page we're looking

3 at, Page 93 of Attachment VIII, agree to a one-time only

4 provision of all Address Guide Information?

5   A   No, definitely not. And I think if you were

6 to go back and look again at the version -- and I

7 believe it may have been even a previous version that

8 would indicate that we were not agreeable. And by hard

9 copy, we interpreted a hard copy to be that BellSouth

10 would do something to either download the data and get

11 it to MCI some way, okay? And a hard copy meant a very

12 broad way of -- well, it's a very broad term to mean

13 that we would download it, get it to them in some

14 fashion, or even a paper copy, and we simply agreed that

15 we cannot do that, that it was a very costly process for

16 us.

17   Q   So in your interpretation, giving MCI --

18 electronically transferring the entire database to MCI

19 would be equivalent to providing a hard copy?

20   A   Well, I think Mr. Martinez mentioned either a

21 hard copy or a mag tape, but they did not want to go in

22 and access it. And what we understood the desires of --

23 the desire of MCI at that time was to have a hard copy

24 or a mag tape, which we understood and interpreted to be

25 one in the same. But it was never our intent to

1 download it.

2   Q   I suspect you and I are never going to agree

3 on the interpretation of this provision, so I'll move

4 on.

5   COMMISSIONER DEASON: Let me ask a question.

6 How do you interpret this chart which indicates

7 electronic interface one-time only? How was MCI going

8 to accomplish that?

9   WITNESS HENDRIX: MCI was to accomplish that

10 through some electronic vehicle. I do not consider mag

11 tape to be an electronic vehicle. I do not consider

12 hard copy to be an electronic vehicle. We were not able

13 to come to terms on exactly how they would actually do

14 it. We told them that we would give them access to

15 that. And the segment -- the segmentation that you have

16 here, and the reason you have the two blocks is, just as

17 Mr. Martinez stated, the first block is they wanted all

18 the data. And the second block was that they would

19 simply be given updates or have access to updates to

20 update the data. But as to what the vehicle was that

21 they would actually use, it was not certain, and I think

22 it became even less clear when we were not able to reach

23 an agreement on the 11-8, 1997 version of the

24 agreement. But we simply pointed out that it was just

25 too much data and very costly for BellSouth to provide

1 any downloads.

2 COMMISSIONER DEASON: So if they had a way to

3 electronically interface, you were going to make the

4 database available, and it was up to them to access that

5 and reproduce it in whatever manner they deemed

6 appropriate?

7 WITNESS HENDRIX: Exactly right.

8 COMMISSIONER DEASON: Did you ever have a

9 request to do that?

10 WITNESS HENDRIX: We've had a request, and I

11 believe there was a letter, and Mr. Stacy even mentioned

12 the price. And we mentioned to MCI that we would be

13 more than happy to evaluate and work with them and work

14 through a process to actually make this happen. But the

15 half million dollars that Mr. Stacy mentioned is also

16 contained in an exhibit to Mr. Green's prefiled,

17 indicating that it was a very costly process, but we

18 were willing to work with MCI to actually make that

19 happen.

20 COMMISSIONER DEASON: Well, does the agreement

21 say the cost would be determined and then would be

22 negotiated, or what does the agreement say about the

23 cost?

24 WITNESS HENDRIX: The agreement relative to

25 this issue does not address cost. In the Exhibit JDH-4

1   and JDH-5, we simply state that we will provide them

2   this data in an electronic form. And then in 5 we talk

3   with them about the use and as to how they could

4   actually access this data through either a local area

5   network or a wide area network access vehicle. But we

6   did not talk about the cost.

7   But I can tell you the thing that was common

8   throughout all of it was that whatever the costs were --

9   and that's the reason for the letter that went to

10   Mr. Green -- whatever the costs were, we were going to

11   bill them for that if in fact they came to us and asked

12   us to actually do it. And the process by which we would

13   do that is through the BFR process.

14   And the other reason that cost is not

15   mentioned is because we were agreeing to give them

16   access to it. And they would provide the vehicle to

17   gain that access. Now if they want us to do that, then

18   that's a different issue. And that is a request through

19   the BFR process to actually make that happen.

20   Q   (By Mr. Melson) Mr. Hendrix, back on your

21   JDH-5, that section of the contract refers to access to

22   the RSAG; is that correct?

23   A   Yes, it does.

24   Q   Do you find the word "access" to -- "access"

25   at all in JDH-4?

1   A   No, you do not find the words "to access," and

2 if you read that, you know, in its proper context, you

3 can see that 2.1.3.1 obviously preceded 2.1.3.5, and

4 it's pretty much a building block as to -- the same as

5 the chart, as to how things would actually flow. For

6 instance, on the chart they wanted it all first, and

7 then they wanted updates. So this is pretty much

8 written in a progressive type of order to address the

9 various issues, or the various items.

10   Q   Mr. Hendrix, I have handed you another page of

11 the MCI/BellSouth Interconnection Agreement. I believe

12 it's 97 of Attachment VIII. Do you have that in front

13 of you?

14   A   Yes, I do.

15   MR. MELSON: Commissioner Johnson, if I could

16 have this marked as the next exhibit.

17   CHAIRMAN JOHNSON: Be marked as Exhibit 17.

18   MR. MELSON: 17. Thank you.

19   (Exhibit No. 17 marked for identification.)

20   Q   (By Mr. Melson) Mr. Hendrix, under the title

21 Provisioning in the middle of the page -- do you see

22 that?

23   A   Yes, I do.

24   Q   The first item under that is, "BellSouth

25 provides delay notification to MCIm." Is delay

1 notification there the same thing that we've talked

2 about this morning using the term "service jeopardy" or

3 "jeopardy"?

4   A   That was the intent. I believe I need to tie

5 it back to the language of the agreement.   (Pause)

6 Without looking for it, but that was the intent, yes.

7   Q   And the long term solution shown for that is

8 Electronic Interface; is that correct?

9   A   That is correct.

10   Q   And it also shows, yes, Real-time Access to

11 Data; is that correct?

12   A   That is correct.

13   Q   So is it fair to say that this chart

14 contemplates that jeopardy notifications to MCI would be

15 provided electronically on a real-time basis?

16   A   Under the long term, yes.

17   Q   And the footnote to the Long-Term Solution

18 column is the same on the one on the previous page we

19 saw where it said January 1, 1997; is that correct? I

20 mean that footnote applies to all of the pages of the

21 table?

22   A   Or an agreed upon time frame.

23   Q   On Page 11 of your direct testimony you

24 quote -- at Lines 4 through 6, you quote from a section

25 of the agreement which requires BellSouth to provide

1 firm order confirmation for each MCIm order provided

2 electronically. Do you see that?

3   A   Yes, I do.

4   Q   Is the submission of an ASR through NetPro an

5 electronic method of ordering?

6   A   You're somewhat out of my league on that. And

7 if you would look at the wording, the wording is very

8 general, you know. I'm not a Mr. Stacy or Mr. Milner.

9 But it may well be an electronic means of sending an

10 order.

11   Q   With regard to recorded usage data, is it true

12 that BellSouth records usage data even on flat-rated

13 services?

14   A   I reviewed the -- an order in Georgia, and I

15 believe the order in Georgia stated that we may -- that

16 we record usage in flat rate services in many of the

17 cases, but not in all of the cases. And it went on to

18 say there is a difference in recording the usage and

19 adding value to that usage. There are other things that

20 would have to happen to that usage in order to get it to

21 some customers. And that capability to record usage, as

22 I understand it, it's not available in all switches.

23   Q   To the best of your knowledge, the capability

24 of recording data is available in most switches, and in

25 fact that data is recorded today?

1   A   I would say that the -- to my knowledge, that

2 it is available in many of the switches. As to whether

3 I would use the word "most," I do not know, but I think

4 you need to caveat, and I caveat my answer by saying

5 that is dependent on what it is that you call recording

6 of usage, and whether there is value add included in

7 what you define as recorded usage.

8   Q   Well, Mr. Hendrix you're identified as the

9 BellSouth witness on the issue of provision of recorded

10 usage data. Do you know whether all usage data is

11 recorded in BellSouth switches that have recording

12 capability?

13   A   Okay, and I think I answered that question. I

14 said that we provide recorded usage -- or we record

15 usage in many of the switches, but not all of the

16 switches. And then I went on to caveat my answer by

17 stating, it depends also on how you define recorded

18 usage and whether that would include any value add.

19   Q   At this point I'm defining recording usage as

20 simply the fact that the switch records the usage

21 regardless of whether you ever do anything further with

22 that recorded data. With that definition, does

23 BellSouth record in every switch that has recording

24 capability?

25   A   To my knowledge, yes.

1   MR. MELSON: That's all I've got. Thank you,

2 Mr. Hendrix.

3   WITNESS HENDRIX: Thank you.

4   MS. BEDELL: Staff doesn't have any questions

5 for this witness.

6   CHAIRMAN JOHNSON: Commissioners?

7   COMMISSIONER JACOBS: Just one quick

8 question. In the agreement there is this language that

9 speaks about the long-term development of the electronic

10 interface. It seems to be that there was a fundamental

11 difference of opinion as to -- well, I guess, let me --

12 strike that.

13   It does not appear that there was any real

14 definition of how that will be provided. Do you recall

15 how, from BellSouth's position, that was anticipated to

16 be provided?

17   WITNESS HENDRIX: Well, let me first of all

18 agree with you. At the time that we started this

19 process, it took us months upon months to even come to

20 this agreement, and even much of the agreement has been

21 the result of the arbitration.

22   Initially, there was no clear-cut path as to

23 what the path would actually be. And that was no fault

24 of any carrier; it's just that we had the order, we had

25 the Act, but we weren't really sure as to how things

1 were going to shake out from an industry standpoint. So

2 I would agree that it is not clear, and we had various

3 SMEs, hundreds of SMEs, working with the various

4 carriers in an effort to come to terms on an agreement.

5 COMMISSIONER JACOBS: So your anticipation was

6 that it would be on a case-by-case basis?

7 WITNESS HENDRIX: On a carrier-by-carrier

8 basis, understanding that each of the carrier customers

9 would have different needs. But it was definitely not

10 something that was agreed to, you know, with all the I's

11 dotted and T's crossed and this is the process that you

12 would use for each and every customer coming to you.

13 COMMISSIONER JACOBS: Thank you.

14 WITNESS HENDRIX: Thank you.

15 CHAIRMAN JOHNSON: Redirect?

16 MR. CARVER: No redirect.

17 CHAIRMAN JOHNSON: Exhibits?

18 MR. CARVER: BellSouth moves Exhibit 16.

19 CHAIRMAN JOHNSON: Show it admitted without

20 objection.

21 MR. MELSON: MCI moves Exhibit 17.

22 CHAIRMAN JOHNSON: Show that admitted without

23 objection. Thank you.

24 (Exhibit Nos. 16 and 17 received into

25 evidence.)

1   (Witness Hendrix excused.)

2   *   *   *

3   (Transcript continues in sequence in

4   Volume 4.)