

E. Earl Edenfield
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0763

ORIGINAL

RECORDS AND
REPORTING

00 JUL 17 PM 2:35

RECEIVED-FPSC

July 17, 2000

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 991755-TP (MCI)

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of Rebuttal Testimony of Cynthia K. Cox, which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

E. Earl Edenfield

E. Earl Edenfield

(EW)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy White

APP	_____
CAF	_____
COM	_____
CTR	_____
CR	_____
ENG	_____
IPC	_____
PAI	_____
NGO	_____
DEC	_____
SER	_____
OTH	_____

37 ng

RECEIVED & FILED
Mur
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08600 JUL 17 8

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 991755-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U.S. Mail this 17th day of July, 2000 to the following:

Tim Vaccaro
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

MCI World Com Communications, Inc.
Ms. Donna C. McNulty
325 John Knox Road, Suite 105
Tallahassee, FL 32303-4131
Tel.: (805) 422-1254
Fax: (850) 422-2586

Richard D. Melson
Hopping Green Sams & Smith, P.A.
Post Office 6526
123 South Calhoun Street
Tallahassee, FL 32314
Tel. No. (850) 222-7500
Fax. No. (850) 224-8551
Atty. For MCI



E. Earl Edenfield

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF CYNTHIA K. COX
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 991755-TP
5 JULY 17, 2000
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS
9 ADDRESS.

10

11 A. My name is Cynthia K. Cox. I am employed by BellSouth as Senior Director for
12 State Regulatory for the nine-state BellSouth region. My business address is 675
13 West Peachtree Street, Atlanta, Georgia 30375.

14

15 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

16

17 A. Yes. I filed direct testimony in this proceeding on June 16, 2000

18

19 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

20

21 A. The purpose of my rebuttal testimony is to respond to the direct testimony filed by
22 MCI metro Access Transmission Services, LLC's ("MCI m's") and MCI WorldCom
23 Communications, Inc.'s ("MWC's") (jointly "WorldCom's") witness Mr. Mark E.
24 Argenbright on June 16, 2000 with the Florida Public Service Commission
25 ("Commission"). Specifically, I will respond to WorldCom's allegations that

DOCUMENT NUMBER-DATE

1 BellSouth has breached its agreement with WorldCom by refusing to negotiate an
2 amendment that WorldCom believes is necessary based on WorldCom's
3 interpretation of the requirements of FCC Rule 51.711.

4
5 Q. PLEASE ADDRESS MR. ARGENBRIGHT'S CLAIM ON PAGE 12 THAT THE
6 ONLY RELEVANT CRITERIA FOR DETERMINING ELIGIBILITY FOR
7 TANDEM SWITCHING CHARGES IS THE GEOGRAPHIC AREA SERVED.

8
9 A. Mr. Argenbright is incorrect. As I discussed in my direct testimony, the FCC has a
10 two-part test to determine if a carrier is eligible for tandem switching 1) an ALEC's
11 switch must serve the same geographic area as the ILEC's tandem switch, and 2) an
12 ALEC's switch must perform tandem switching functions. Mr. Argenbright doesn't
13 even discuss the functionality of WorldCom's switches in his testimony. His
14 contention that the higher rate must be applied automatically simply based on the
15 geographic area its switch may serve is incorrect. His use of the term "safe harbor"
16 clearly reveals WorldCom's real intention, which is to seek recovery of costs it
17 doesn't incur.

18
19 Q. ON PAGE 13, MR. ARGENBRIGHT QUOTE'S FCC RULE 51.711(a), PLACING
20 EMPHASIS ON SUBPART (3) OF THE RULE AND BASICALLY IGNORING
21 SUBPART (1). HAS MR. ARGENBRIGHT ACCURATELY INTERPRETED
22 THIS RULE?

23
24 A. Absolutely not. Mr. Argenbright self-servingly ignores subpart (1) of this rule.
25 Subpart (1) clearly states that symmetrical rates assessed by an ALEC upon an

1 ILEC for transport and termination of local traffic are equal to the rates “that the
2 incumbent LEC assesses upon the other carrier of the *same services*”. (Emphasis
3 added). “Same services” equates to the same functions that the ILEC performs to
4 terminate the ALEC’s originating local traffic. WorldCom is only entitled to assess
5 tandem switching charges upon BellSouth when WorldCom actually performs the
6 tandem switching function and serves an area comparable to the area served by
7 BellSouth’s tandem switch to terminate a local call originating from a BellSouth
8 end user. Similarly, BellSouth may only seek recovery of tandem switching
9 charges from WorldCom when BellSouth performs the tandem switching function
10 to terminate a local call originating from a WorldCom end user.

11

12 Q. ON PAGE 14, MR. ARGENBRIGHT STATES THAT IT IS POSSIBLE FOR
13 WORLDCOM TO ACCESS AND SERVE A LARGE GEOGRAPHIC AREA
14 FROM A SINGLE SWITCH SINCE WORLDCOM USES “OPTICAL FIBER
15 RINGS WITH SONET TRANSMISSION”. DOES WORLDCOM’S USE OF
16 THIS TECHNOLOGY HAVE ANY RELEVANCE ON WHETHER
17 WORLDCOM IS ENTITLED TO CHARGE FOR TANDEM SWITCHING?

18

19 A. No. Mr. Argenbright’s discussion concerning the technology that WorldCom uses
20 to “extend the reach of their network” simply points out that WorldCom may
21 deploy long loops to reach end users. As the FCC made perfectly clear, reciprocal
22 compensation is not paid for loop costs, but rather for the cost of transporting and
23 terminating local calls. Specifically, the FCC held: “costs of local loops and line
24 ports associated with local switches do not vary in proportion to the number of calls
25 terminated over these facilities. We conclude that such non-traffic sensitive costs

1 should not be considered ‘additional costs’ when a LEC terminates a call that
2 originated on the network of a competing carrier.” See First Report and Order, *In*
3 *re: Implementation of Local Competition Provisions in the Telecommunications Act*
4 *of 1996*, 11 FCC Rcd 15499, CC Docket No. 96-98, ¶ 1057 (Aug. 8, 1996) (“First
5 Report and Order”). Obviously, the FCC intends for the terminating LEC to
6 recover its loop costs from the end user customer, not the originating LEC.

7

8 Q. PLEASE RESPOND TO WORLDCOM’S CLAIM THAT ITS SWITCH COVERS
9 A GEOGRAPHIC AREA COMPARABLE IN SCOPE TO BELLSOUTH’S
10 TANDEM.

11

12 A. Mr. Argenbright has provided two maps indicating the geographic area
13 WorldCom’s switch “covers in the Orlando and Ft. Lauderdale/Miami markets.”
14 Apparently, what WorldCom means by “covers” is that its switch is capable of
15 serving these areas. It is a very simple matter to outline areas on a map and claim
16 that its switches serve these areas. However, in order to establish that WorldCom’s
17 switch serves a geographic area comparable to that served by the incumbent local
18 exchange carrier’s tandem switches, as required by FCC rules, WorldCom must
19 show the particular geographic area it serves, not the geographic area that its switch
20 may be capable of serving. (See 47 C.F.R. § 51.711(a)(3)). In order to make a
21 showing that WorldCom’s switch serves a geographic area equal to or greater than
22 that served by BellSouth’s tandem, WorldCom must provide information as to the
23 location of its customers. Although the maps attached to Mr. Argenbright’s
24 testimony supposedly reflect the “Rate Centers served by MCIW”, WorldCom has
25 presented no evidence to support its assertion. Accordingly, even if WorldCom

1 were able to persuade this Commission to read the functionality requirement out of
2 FCC Rule 51.711, WorldCom still would not be entitled to be compensated at the
3 tandem interconnection rate.

4

5 Q. WHAT EVIDENCE DOES BELLSOUTH PRESENT TO DEMONSTRATE ITS
6 TANDEM SWITCH COVERAGE?

7

8 A. Attached to this testimony as Exhibit CKC-1 are BellSouth's maps indicating the
9 areas served by BellSouth's Access Tandems and Local Tandems in the Orlando
10 and Southeast LATAs.

11

12 BellSouth's Access Tandems serve wire centers as shown on the maps in various
13 colors as noted in the legend of each map. These tandems provide both local and
14 long distance functions. Any independent company exchanges, ALEC switches or
15 other carrier's switching entities that are homed to or subtend BellSouth's Access
16 Tandems are also included. Note that the independent company wire centers have
17 an X in the 7th character position. BellSouth's local tandems serve wire centers as
18 shown on the maps in various colors as noted in the legend on each map.

19 BellSouth's tandems are actually serving customers throughout the areas reflected
20 on the maps.

21

22 Q. WHY HAS BELLSOUTH PROVIDED MAPS THAT SHOW THE
23 GEOGRAPHIC AREA SERVED BY ITS ACCESS TANDEMS, AS WELL AS
24 BY ITS LOCAL TANDEMS?

25

1 A. Before the advent of local competition, Access Tandems only provided for
2 interchange of long distance traffic between local exchange companies and
3 interexchange carriers and for the switching of intraLATA toll traffic on behalf of
4 local exchange carriers. Local tandems, by comparison, were and still are used to
5 handle local traffic only.

6
7 With local competition, Access Tandems also began to handle local traffic on
8 behalf of ALECs who chose to interconnect at the Access Tandem. BellSouth
9 provides interconnection at its Access Tandem switches for an ALEC's originating
10 intraLATA toll traffic, interLATA toll traffic and local traffic. For local traffic
11 originated by an ALEC's end user and routed through BellSouth's Access Tandem,
12 BellSouth will route the traffic to the appropriate end office switch for delivery of
13 the call to the terminating end user. Alternatively, the ALEC may elect to
14 interconnect at BellSouth's local tandem switches instead of BellSouth's Access
15 Tandem switches for the ALEC's originating local traffic only. However, if an
16 ALEC elects to interconnect at a BellSouth local tandem switch for handling its
17 originating local traffic, that ALEC must still interconnect at an Access Tandem for
18 its toll traffic (whether intraLATA or interLATA).

19
20 Because both local tandems and Access Tandems handle local traffic, BellSouth has
21 provided maps showing the areas served by its five Access Tandems and its seven
22 local tandems in the Orlando and Southeast Florida LATAs.

23
24 Q. ON PAGE 17, MR. ARGENBRIGHT CONTENDS THAT THE EIGHTH
25 CIRCUIT COURT'S REINSTATEMENT OF THE FCC'S RULE 51.711

1 REQUIRES THAT THE INTERCONNECTION AGREEMENT BE AMENDED.
2 PLEASE COMMENT.

3

4 A. Again, Mr. Argenbright's contention appears to be based on his erroneous
5 interpretation of the FCC's rules that WorldCom is entitled to charge BellSouth the
6 tandem interconnection rate irrespective of whether WorldCom's switch actually
7 performed tandem switching functions. The language in the current Interconnection
8 Agreement specifically states "When BellSouth terminates calls to MCI's
9 subscribers using MCI's switch, BellSouth shall pay MCI the appropriate
10 tandem interconnection rate(s). BellSouth shall not compensate MCI for transport
11 and tandem switching unless MCI actually performs each function." (Attachment
12 IV, Section 2.4.2) The reciprocal compensation requirements concerning tandem
13 switching and transport in the current Interconnection Agreement are consistent
14 with the FCC's rules. As such, the reinstatement of FCC Rule 51.711 did not
15 render these requirements "unlawful" as WorldCom contends.

16

17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18

19 A. Yes.

20

21 (#218398)

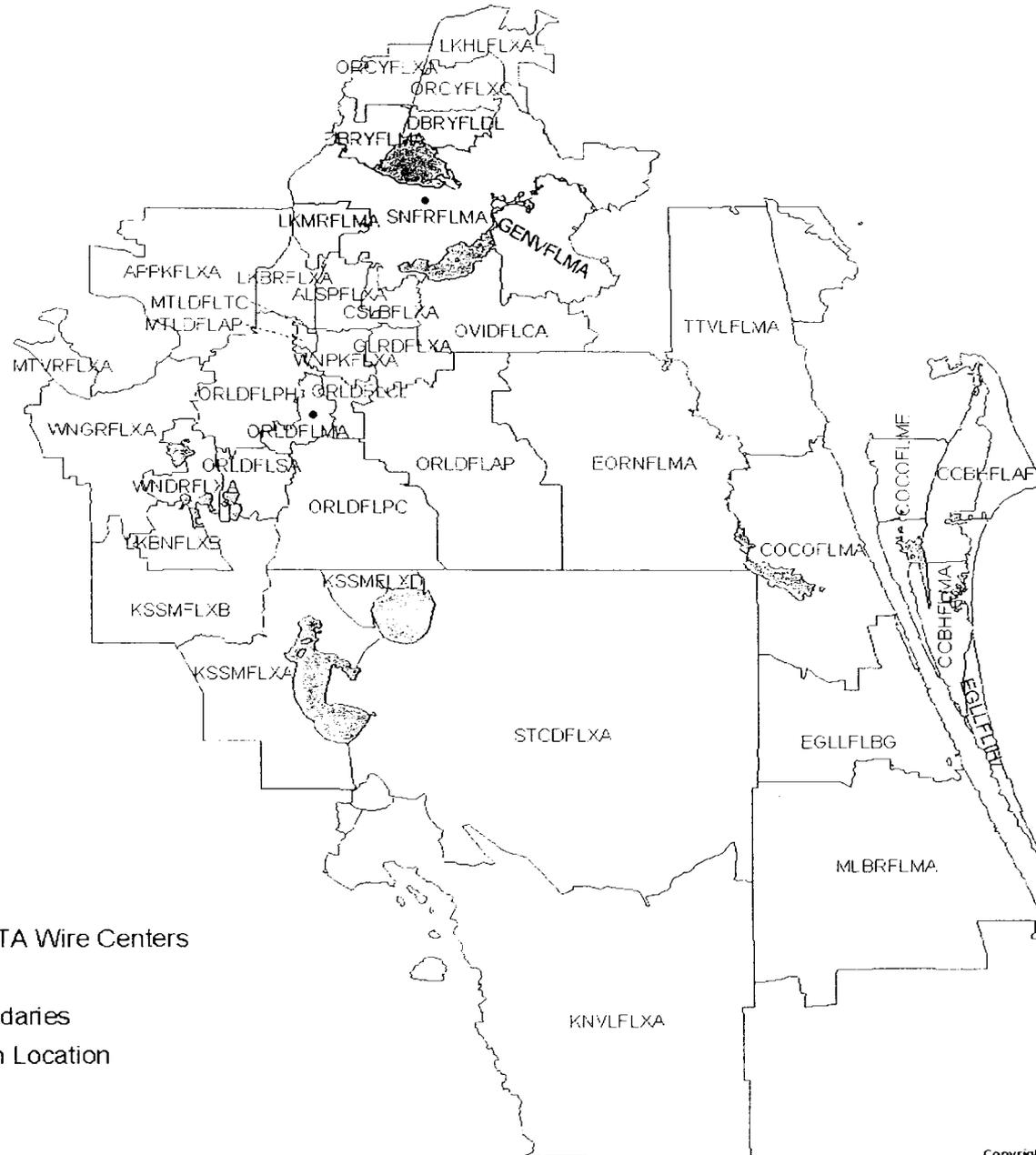
22

23

24

25

BellSouth Orlando LATA - Local Tandem Serving Area



LEGEND

Tandem Serving Areas

ORLDFLMA34T

SNFRFLMA32T

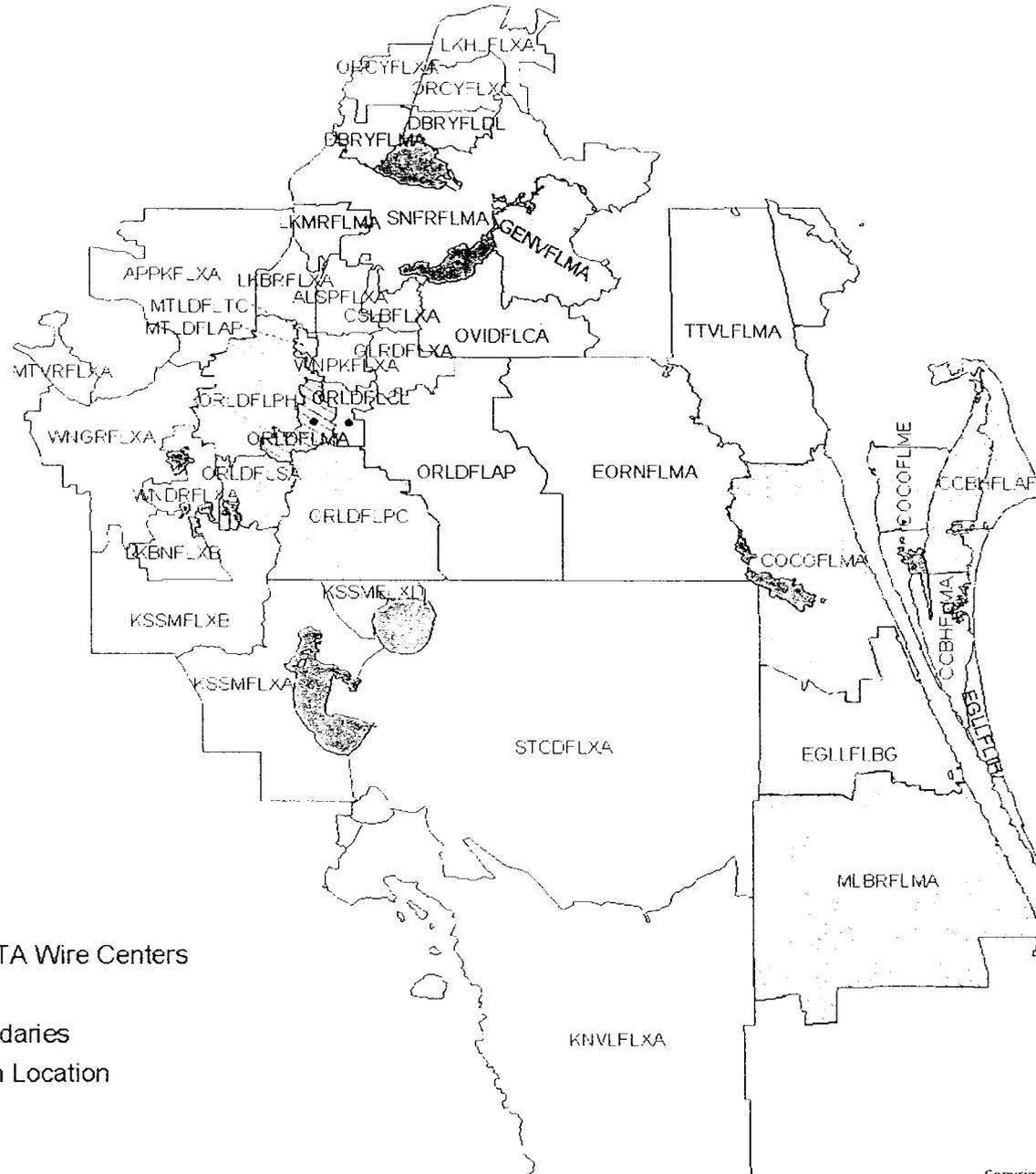
Other Orlando LATA Wire Centers

Water

Wire Center Boundaries

● BellSouth Tandem Location

BellSouth Orlando LATA - Access Tandem Serving Area



LEGEND

Tandem Serving Areas

- ORLDFLCL01T
- ORLDFLMA04T

Other Orlando LATA Wire Centers

Water

Wire Center Boundaries

● BellSouth Tandem Location

BellSouth Southeast LATA - Access Tandem Serving Area

