

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of : DOCKET NO. 000649-TP
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PETITION BY MCIMETRO ACCESS :
TRANSMISSION SERVICES, LLC AND MCI :
WORLD COM COMMUNICATIONS, INC. FOR :
ARBITRATIONS OF CERTAIN TERMS AND :
CONDITIONS OF A PROPOSED AGREEMENT :
WITH BELL SOUTH TELECOMMUNICATIONS, :
INC. CONCERNING INTERCONNECTION AND :
RESALE UNDER THE TELECOMMUNICATIONS :
ACT OF 1996. :



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VOLUME 2

Pages 181 through 328

PROCEEDINGS: HEARING
BEFORE: COMMISSIONER E. LEON JACOBS, JR.
COMMISSIONER LILA A. JABER
COMMISSIONER BRAULIO L. BAEZ
DATE: Wednesday, October 4, 2000
TIME: Commenced at 9:30 a.m.
PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida
REPORTED BY: JANE FAUROT, RPR
FPSC Division of Records & Reporting
Chief, Bureau of Reporting
APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

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P R O C E E D I N G S

MICHAL MESSINA

continues his testimony under oath from Volume 1:

CROSS EXAMINATION

BY MR. GOGGIN:

Q Good afternoon, Mr. Messina. I am Michael Goggin, I represent BellSouth. And I would like to ask you first about Issue 5. This issue concerns WorldCom's demand that BellSouth unbundle its operator services and directory assistance services, correct?

A That's correct.

Q It is your understanding that BellSouth has no obligation to unbundle these service if it is offering customized routing to enable WorldCom to use an alternative provider to provide these services for itself, isn't that correct?

A Yes, as long as BellSouth offers an effective method of customized routing.

Q BellSouth currently is offering ALECs customized routing, isn't that correct?

A Yes. There are two methods that have been proposed. Each of these methods, as I understand it, would require new trunking to be established from any end office switch serving a WorldCom customer to a tandem or hub arrangement.

1 Q One of the issues that WorldCom has raised was a
2 question of whether BellSouth would provide customized
3 routing using Feature Group D signaling, isn't that
4 correct?

5 A That's correct.

6 Q BellSouth does provide for such customized
7 routing using Feature Group D signaling, isn't that
8 correct?

9 A Yes. In the proposals Feature Group D signaling
10 would be provided coming out of the BellSouth tandem
11 switch or ANI hub.

12 Q And the circumstances under which WorldCom would
13 use such customized routing would be in connection with
14 the provision of residential service?

15 A It would be used where we are leasing the loop
16 port combination. And it is my understanding that that
17 would be used in connection with residential service.

18 Q But WorldCom doesn't currently order either
19 UNE-P or loop port combinations in Florida?

20 A No, not at this time.

21 Q On to Issue 8. This issue concerns the
22 specifications for the UNEs that BellSouth offers, isn't
23 that correct?

24 A That's correct.

25 Q Do you have any reason to believe that the loops

1 that BellSouth's offers as unbundled network elements do
2 not meet the national standards that you mentioned
3 earlier?

4 A No, I have no reason to believe that.

5 Q Is there a national standard for every BellSouth
6 unbundled net network element loop offering?

7 A Yes, we believe that there is for the underlying
8 network elements, the copper analog loop. There is a
9 national standard covering that. BellSouth describes
10 these in terms which would be more appropriate applied to
11 a service, such as your SL-1 suffering.

12 Q Wouldn't it make sense for BellSouth to spell
13 out in what you have termed proprietary specifications
14 exactly what a customer could expect in terms of
15 performance from an SL-1 loop offering?

16 A Yes, it would make sense if that is done in the
17 form of a service description, but not a standard for the
18 underlying loop, which is the network element.

19 Q BellSouth has not attempted to restrict the
20 manner in which WorldCom would use loops that it leases,
21 has it?

22 A Not to my knowledge.

23 Q Isn't BellSouth merely trying to spell out the
24 specific performance characteristics of its loop
25 offerings?

1 A I'm not sure what their motivation is.

2 Q Will you tell me what feeder distribution
3 interface is?

4 A The network element of a loop can be comprised
5 of different subloop elements, such as feeder and
6 distribution. The feeder distribution interface, or FDI,
7 is the point at which the distribution meets the feeder.

8 Q And in Issue 11, WorldCom objects to the notion
9 of using a prewired access terminal which would be
10 connected to the FDI, correct?

11 A That is correct. We object to introducing an
12 intermediate interconnect device.

13 Q Would you the use of an intermediate
14 interconnect device have any impact on the services you
15 obtain from BellSouth?

16 A No. The architecture proposed, as I understand
17 it, would work. However, it introduced this intermediate
18 interconnect device or interface device and it introduces
19 potential service interruption points.

20 Q Assuming that the access terminals were
21 prewired, those additional service interruption points, as
22 you have termed them, could be checked in advance, isn't
23 that correct? In other words, before any facilities
24 belonging to WorldCom were connected to that interface?

25 A Well, I'm not sure that individual case-by-case

1 customer orders could be prewired.

2 Q If WorldCom -- and because we must be
3 nondiscriminatory, all other ALECs, had direct access to
4 the feeder distribution interface, there is a possibility,
5 is there not, that errors and disruptions of service could
6 occur?

7 A I'm not sure I understand the question.

8 Q For example, the feeder distribution interface,
9 as you defined it, is the place where BellSouth's feeder
10 plant connects with the loop plant, correct?

11 A That's correct.

12 Q What WorldCom proposes is to have WorldCom
13 directly access that FDI in order to connect WorldCom's
14 facilities to a BellSouth loop facility in a case where a
15 customer switches from WorldCom to BellSouth, correct?

16 A That's correct.

17 Q If this Commission were to order BellSouth to do
18 that for WorldCom, because of the Telecom Act's provisions
19 involving most favored nation and the general principle
20 that we must act in a manner that is nondiscriminatory, it
21 is reasonable to assume that we would have to offer this
22 same access to other ALECs, correct?

23 A That's correct.

24 COMMISSIONER JACOBS: If I understand the
25 proposal, I guess BellSouth's proposal as far as access

1 cross-connect that you would tie into and then it would
2 take and plug you into the FDI from there?

3 THE WITNESS: Yes, that is as we understand it.

4 COMMISSIONER JACOBS: And is it also that you
5 could do the actual connection work, you could actually do
6 the connecting of your electronics into the access
7 cross-connect and then tie that in, or would you have to
8 then tie yours into the access connect and then there
9 would be a -- BellSouth would have to come in and connect
10 from the access cross-connect into the building?

11 THE WITNESS: Well, once this access point was
12 created, then the WorldCom technician or vendor, as I
13 understand it or envision it, would be able to do the
14 cross-connect at that access point. BellSouth's
15 technician, I presume, would still have to do a
16 cross-connect within the FDI cabinet.

17 COMMISSIONER JACOBS: I see.

18 THE WITNESS: This differs from what MCI is
19 proposing or requesting as a direct tie cable from our
20 network enclosure to the FDI. Under that scenario, the
21 WorldCom technician would do a cross-connect within their
22 network enclosure and a BellSouth technician would still
23 be free to do his cross-connect, if necessary, within the
24 FDI enclosure.

25 COMMISSIONER JACOBS: How do you minimize or do

1 you anticipate any measures that would minimize the
2 reliability concerns that BellSouth raises?

3 THE WITNESS: Frankly, I don't understand,
4 completely understand their reliability concern. Once
5 this tie cable is established, then nobody would be going
6 into their FDI cabinet other than a BellSouth technician.

7 COMMISSIONER JACOBS: Thank you.

8 BY MR. GOGGIN:

9 Q What about another ALEC with precisely the same
10 terms in its agreement that WorldCom would have the
11 Commission add to this agreement, wouldn't another ALEC
12 with such contract language in their agreement also have
13 the right to put a tie cable between its facilities and
14 the very same FDI that WorldCom was connected to?

15 A Yes, that is correct.

16 Q And the number of ALECs who could conceivably
17 have such tie cables tied into the same FDI would be
18 limited only by the number of loop pairs that terminate in
19 that FDI, isn't that correct, theoretically?

20 A Well, there would be a limitation on space to
21 terminate this tie cable within the FDI cabinet. I would
22 presume that you would have to regulate that on a
23 first-come/first-serve basis similar to collocation space
24 in a central office.

25 Q But presumably there could be multiple ALECs

1 accessing that FDI?

2 A Yes, that is correct.

3 Q And it is not inconceivable that an ALEC who was
4 perhaps less experienced or less competent than WorldCom
5 could disturb that tie cable that WorldCom had installed
6 previously, correct?

7 A Anytime there is network activity, construction,
8 installation going on, there is the potential for service
9 interruptions.

10 Q In other words, it would not just be BellSouth's
11 certified vendors who would be accessing this FDI cabinet,
12 would it?

13 A Well, we don't know under what terms and
14 conditions you would allow access to place this tie cable.

15 Q Isn't WorldCom asking for direct access by
16 WorldCom vendors or WorldCom repair personnel or
17 installation personnel?

18 A Yes, we are asking for direct access.

19 Q Wouldn't that obligate us to then provide
20 similar access to other CLECs?

21 A Yes, I believe it would.

22 Q If the other parties accessing the FDI do not
23 report back to BellSouth with regard to which loop
24 facilities to which they are connected, would it also
25 create problems for BellSouth in terms of continuing to

1 maintain an inventory of loop assignment?

2 A Well, I think you misunderstand WorldCom's
3 proposal. We want to establish a tie cable between our
4 network enclosure and the FDI that would be sized to what
5 we feel our network demand may be at that location, and
6 then we leave the FDI. We would not be back to it. We
7 would order services on a customer-by-customer basis, and
8 if required BellSouth would do the cross-connect for the
9 individual customer.

10 MR. MELSON: Mr. Goggin, I hate to interrupt. I
11 would like to give the witness a marker. He draws this
12 very well. And I think, frankly, there is some confusion
13 between you and him as to what he is meaning by direct
14 access. If not, I will do it on redirect, I don't care.

15 MR. GOGGIN: I'm comfortable to have him do it
16 either way.

17 THE WITNESS: You have given me too many toys to
18 play with. What I have tried to depict here is the
19 rectangle is the FDI interface. That has a feeder cable
20 coming into it and a distribution or several distribution
21 cables leaving it. Now, on a case-by-case basis BellSouth
22 connects a feeder assignment to a distribution assignment.
23 What we are proposing is a direct cable coming in here
24 going to WorldCom's enclosure. WorldCom would make the
25 connection here, and on a case-by-case basis BellSouth can

1 make the connection here.

2 BY MR. GOGGIN:

3 Q Could you please draw a picture of what you
4 understand BellSouth has proposed in its place?

5 A This would require cross-connect here. WorldCom
6 would still be required to make a cross-connect here and a
7 third cross-connect would be made up here.

8 Q If there were another ALEC with the same
9 contract provision as WorldCom, how would they fit into
10 that drawing?

11 A Well, they would have to get up here.

12 Q Not under BellSouth's proposal, but under
13 WorldCom's proposal.

14 A Oh, under WorldCom's, I'm sorry. They would
15 come in here.

16 Q And a third ALEC would have a similar direct tie
17 cable into the FDI, as well?

18 A That's correct.

19 Q Okay. I guess what I'm getting at is you don't
20 recognize that there may be some risk as a result of
21 permitting numerous carriers direct access to the feeder
22 distribution interface, that there may be service
23 interruptions to the customers of BellSouth or other ALECs
24 who are at the distribution side of that drawing?

25 A Well, anytime a technician goes into the FDI and

1 is performing work there is potential for service
2 interruption, yes. But I believe our proposal with a
3 direct tie cable from our network enclosure to BellSouth's
4 FDI minimizes any potential service risk.

5 Q Are you familiar with this Commission's order in
6 the Media One arbitration with regard to network
7 terminating wire?

8 A No, I'm not.

9 Q I would like to move to Issue 56. This issue
10 concerns whether BellSouth can provide AC power supplies
11 to an adjacent collocation site, or whether as WorldCom
12 requests it must provide DC power to an adjacent
13 collocation site, correct?

14 A Yes.

15 Q An adjacent collocation site would be a separate
16 structure outside a central office, but on the same
17 property for the purposes of collocating an ALEC's
18 equipment, correct?

19 A Yes. It would be an option available if space
20 within a central office was exhausted.

21 Q Okay. BellSouth runs AC power to its remote
22 terminals in controlled environmental vaults, correct?

23 A That is my understanding.

24 Q And it proposes to treat adjacent collocation
25 sites the same way, isn't that right?

1 A Yes, that is true, but we see a big difference
2 between a remote terminal which may be some miles from a
3 central office and an adjacent collocation which by
4 definition is adjacent to the central office.

5 Q I would like to move on to Issue 59. This issue
6 concerns CFAs, or cable facility assignments. What are
7 they?

8 A When a collocation is established within a
9 central office, a tie cable is placed between that
10 collocation and wherever the demark point is, typically
11 the MDF. This tie cable has to be given a naming
12 convention for provisioning purposes and it is that name
13 of the cable, the nomenclature of the cable which is
14 commonly referred to as a CFA, or connecting facility
15 assignment.

16 Q Under this naming convention is each pair of
17 wires within that tie cable given a unique name for
18 inventory purposes?

19 A Yes. The entire cable is given a name and then
20 each unique pair is given a -- well, let me rephrase that.
21 The cable is given a name, and then depending upon the
22 size of the cable, say if it had 100 pairs, typically each
23 pair would be numbered one through 100.

24 Q Okay. And you understand BellSouth's position
25 is that it will give CFAs when an ALEC has installed its .

1 equipment in the collocation site, correct?

2 A Yes, we understand that is their position.
3 Recently, say in the past, I believe, seven months,
4 WorldCom has augmented the size, or requested augments in
5 the size of the CFA cable in approximately 45
6 collocations. And I am told that delays and waits of up
7 to two months after that cable has been placed in
8 obtaining the CFA information is not uncommon.

9 Q You understand there have been circumstances
10 when ALECs have used the wrong CFAs when attaching their
11 equipment to BellSouth's facilities, do you not?

12 A Well, I'm not personally aware of any cases.

13 Q WorldCom contends that the space is not complete
14 and WorldCom is not yet obligated to pay for the use of
15 the space until it receives the CFAs, correct?

16 A That's correct.

17 Q If BellSouth did all the work on the power, the
18 air conditioning, the cabling, et cetera, and offered the
19 space but WorldCom did not install its equipment
20 immediately, under WorldCom's proposal BellSouth would not
21 be entitled to bill WorldCom for the use of that space,
22 isn't that correct?

23 A Under your procedure, under your process, yes.
24 But early on in the process when we apply for collocation,
25 we list the equipment which we intend to install and we

1 also give a forecast to size that CFA cable, the tie
2 cable. I don't understand why early on in the process or
3 parallel to the installation process BellSouth can't
4 develop the CFA nomenclature and provide that.

5 Q I would like to move on to Issue 61. This
6 concerns the manner in which power is measured for
7 purposes of charging for power, correct?

8 A That's correct.

9 Q So is it your understanding this is not an issue
10 about rates, this is about units of measure, right?

11 A Yes, that's correct.

12 Q WorldCom would prefer that BellSouth bill
13 WorldCom for only the power that it uses on a per amp
14 basis, is that a fair summary of WorldCom's position?

15 A Yes, it is.

16 Q And to bill on usage BellSouth would have to
17 meter this service somehow, wouldn't it?

18 A Well, that is one method that has been
19 discussed. There are other methods. Each piece of
20 equipment which we install has a rated -- an amperage
21 rating associated with it. Billing for installed
22 equipment would meet our requirements.

23 Q Could you explain that a little bit more?

24 A Yes. When we apply for collocation, we tell
25 BellSouth the equipment which we intend to install. And.

1 in the future if we come along and we want to augment the
2 equipment in there we are required to tell BellSouth what
3 we are putting in there. Each piece of equipment is rated
4 for a certain amperage. The aggregate of those ratings
5 would comprise the power that we are using.

6 Q Isn't that very close to what BellSouth has
7 proposed on this issue, that the power be measured on the
8 basis of fused capacity?

9 A Well, BellSouth -- it is my understanding that
10 BellSouth fuses the collocation power at 150 percent of
11 what is being ordered. We are ordering what our
12 requirements are and that would be the aggregate of the
13 installed equipment.

14 Q Isn't it common in power engineering to fuse the
15 capacity at a level that is higher than the rated capacity
16 of the equipment in order to take care of things like peak
17 usage times or power spikes?

18 A Well, we don't think that that is necessary for
19 the fuse which is feeding the collocation. It is common
20 engineering practice for the infrastructure behind that to
21 be capable of carrying 150 percent of the requested
22 amount.

23 Q In fact, wouldn't WorldCom expect BellSouth to
24 be in a position to provide 150 percent of the rated
25 amount?

1 A No.

2 Q Despite your statement that the fused capacity
3 is typically higher than the rated amount?

4 A That is not what I said. The infrastructure
5 behind that should be capable of carrying 150 percent.
6 You don't want to blow a main fuse back in the
7 distribution or back in the power room. But the fuse
8 feeding the collocation should be sized at the amperage
9 that we requested.

10 Q But what I hear you saying today, though, if at
11 least we can go this far, is that WorldCom apparently
12 would accept the notion that power be based on capacity as
13 a unit of measure rather than on a per amp used basis?

14 A No, that is not what we are requesting. We are
15 requesting on a per amp used basis.

16 Q Okay. Issue 63 concerns WorldCom's request that
17 it be permitted to place copper entrance facilities. You
18 are aware, of course, that this Commission has recently
19 decided to issue an order in a generic collocation docket
20 that concerns in part this issue, are you not?

21 A Yes. Copper entrance facilities are part of
22 that. They are being addressed, I understand that.

23 Q Do you know in what manner that question of
24 copper entrance facilities has been addressed in that
25 order?

1 A I believe it is limited to adjacent
2 collocations.

3 Q Is that different from what WorldCom is
4 requesting here?

5 A Yes. We are requesting the ability to feed
6 physical collocations within the central office with any
7 technically feasible medium, including copper.

8 Q And I know that you are not an attorney, but
9 isn't through this demand WorldCom essentially asking to
10 relitigate what was just decided in that docket?

11 A Well, like you said, I'm not an attorney. I
12 believe that this area was not addressed, that is my
13 understanding.

14 Q If this area were addressed and the Commission
15 had issued an order that specifically bore on the issue
16 that WorldCom has raised here, would WorldCom be content
17 to follow the order of the Commission or would it still
18 insist on a position that would require the Commission to
19 revisit the issue in this proceeding?

20 MR. MELSON: I object to the form of the
21 question. He is making an assumption in the question that
22 is an incorrect statement of what the Commission has
23 voted. If the witness wants to answer what would happen
24 if the Commission order is different than what it is, that
25 is fine, but I object to the form of the question.

1 COMMISSIONER JACOBS: Mr. Goggin.

2 MR. GOGGIN: Let me put it differently.

3 BY MR. GOGGIN:

4 Q If the Commission's order in the recent generic
5 collocation docket addressed this Issue 63 directly, would
6 WorldCom be prepared to substitute the terms of that order
7 or adapt the terms of our agreement to the terms of that
8 order, or is it asking for something different here?

9 A If I understand the question, if the Commission
10 has ruled on this then I believe we would be bound to
11 abide by the rules of the Commission.

12 Q Moving on to Issue Number 64. This deals with
13 dual entrance facilities, correct?

14 A That's correct.

15 Q And MCI can verify from architectural drawings
16 as to whether BellSouth has more than one entrance
17 facility in a central office, isn't that correct?

18 A Yes, that is correct.

19 Q But this issue stems in part from a central
20 office where BellSouth might have dual entrance
21 facilities, for example, but one of those two entrance
22 facilities is at capacity, am I understanding this
23 correctly?

24 A Yes, that is part of the issue.

25 Q Has BellSouth offered to provide WorldCom with .

1 visual inspections of the central office in such a
2 situation?

3 A Not to my knowledge.

4 Q Do you have any knowledge that BellSouth would
5 object to providing a visual inspection of the central
6 office?

7 A Well, the information that I have, and, again,
8 I'm not on the negotiating team, but that this is still an
9 open issue and that offer hasn't been made.

10 Q Have you read Mr. Milner's testimony in this
11 matter?

12 A Yes, I have.

13 Q Can you recall how he addressed this issue in
14 his testimony?

15 A No, I don't.

16 Q Does WorldCom believe that a formal tour in the
17 sense that a central office tour is offered for space
18 exhaust should be made available in this circumstance?

19 A No. If the issue at hand is collocation space
20 in the central office, then a formal tour of the central
21 office would be required. If the issue here is capacity
22 in the entrance ducts, then a look at the entrance duct
23 capacity would be what is required and what is being
24 requested.

25 Q You have no reason to believe sitting here today

1 that BellSouth would not permit WorldCom, as a collocator,
2 to visually inspect the central office for that purpose,
3 do you?

4 A I have no -- I don't understand why they
5 wouldn't allow it.

6 Q With regard to Issue Number 65, vendor
7 certification specifications for want of a better way to
8 summarize it, WorldCom is not contesting BellSouth's
9 rights to certify a BellSouth certified vendor, is it?

10 A No, we are not. That is not the issue here.

11 Q And WorldCom would concede, would it not, that
12 BellSouth provides the same information to vendors
13 nominated by WorldCom for certification as BellSouth
14 provides to other vendors who are interested in becoming
15 certified?

16 A My assumption is that is correct.

17 Q Have you reviewed the information that BellSouth
18 provides to such vendors?

19 A Yes. I would like to say that it is our
20 understanding that BellSouth states that there are other
21 considerations which may come into play in vendor
22 certification and we don't know what those other
23 considerations are. Our intent here is before we submit a
24 name, a vendor's name for certification is that we do a
25 pre-certification. In order for us to do that

1 pre-certification we need to know what all the criterias
2 are.

3 MR. GOGGIN: I have no further questions for Mr.
4 Messina. Thank you.

5 COMMISSIONER JACOBS: Staff.

6 MS. CHRISTENSEN: Good afternoon. I have a few
7 questions for you, Mr. Messina.

8 CROSS EXAMINATION

9 BY MS. CHRISTENSEN:

10 Q In your rebuttal testimony you address
11 BellSouth's network security and reliability concerns,
12 stating they could be eradicated by WorldCom's technicians
13 training and by holding WorldCom responsible for the
14 problems due to its technicians' errors.

15 Does your use of the word responsible include
16 WorldCom financially compensating BellSouth and other ALEC
17 customers for outages that may be caused by WorldCom
18 technicians?

19 A I think that could be one -- yes, that is the
20 meaning.

21 Q I would like to refer you to Issue 19.
22 Referring to Mr. Milner's testimony, Mr. Milner's rebuttal
23 testimony. Are you familiar with that?

24 A I have his rebuttal testimony.

25 Q Okay. I am referring to Page 16, beginning at .

1 Line 4. It appears that customized routing through the
2 tandem precludes WorldCom from the busy line verification.
3 What is WorldCom's position with respect to customized
4 routing and busy line verification traffic?

5 A That would be a feature -- busy line
6 verification is a feature that we would like to have.

7 Q Can I take you back just briefly to Issue 11.
8 You had said that it would be WorldCom's position that it
9 would financially compensate BellSouth and other ALECs if
10 there were outages caused by its technicians. Has this
11 been proposed to BellSouth?

12 A I'm not sure. I'm not part of the negotiating
13 team. However, as I stated here today, I think the direct
14 tie cable certainly reduces the possibility of service
15 interruptions.

16 Q Referring back to Issue 19. In your direct
17 testimony, Page 14, beginning at Line 14, you state
18 without shared transport WorldCom would be required to
19 lease dedicated trunk groups from every BellSouth end
20 office serving its customers. Is it your understanding
21 that the TOPS platform would give you access to all of the
22 end offices serving your customers?

23 A Well, what we are proposing and what is required
24 here is not access to the BellSouth TOPS platform. We
25 want to get the operator traffic from the BellSouth end .

1 office to our operator platform. And we feel that that
2 can be routed through the existing common transport
3 through the tandem to our platform.

4 Q However, would the TOPS platform give WorldCom
5 access to all the end offices that serve your customers?

6 A Well, BellSouth's TOPS platform should be
7 connected to all of their end offices. I assume you are
8 speaking of us picking up the traffic at the TOPS
9 platform. And, quite frankly, that is not an architecture
10 that we have looked at.

11 Q Yes, that would be correct, picking up the
12 information from the TOPS platform.

13 A Our proposal is to replace the BellSouth TOPS
14 platform with our own platform.

15 Q Let me see if I can clarify that it is your
16 testimony that you have not looked at that as a possible
17 architecture for this type?

18 A Not to my knowledge.

19 Q I would like to move on to Issue 56. On Page 22
20 of Mr. Milner's rebuttal testimony beginning at Line 23 --

21 A Page 26?

22 Q Page 22.

23 A Okay.

24 Q Beginning at Line 23 and then going through Page
25 23 to Line 4, Mr. Milner refers to the National Electric .

1 Code and the typical DC power cable used by the
2 telecommunications industry. Is there any DC cable
3 manufacturer that you are aware of which has the same or
4 greater power handling capabilities as the cable referred
5 to in Mr. Milner's testimony, that would be KS548-201?

6 A I can't sit here today and state a cable model
7 number, but we have had this issue looked at specifically
8 by our power SMEs, the folks that engineer and design our
9 power within our network. And they tell us that what we
10 are requesting here is certainly permissible and
11 technically feasible.

12 Q Without having to refer to a particular model
13 number, are you aware of any cable that is manufactured
14 that would be rated for outdoor use?

15 A For DC power?

16 Q For DC power.

17 A I can't give you a particular cable, but --

18 Q Are you aware if any such cable exists for
19 outdoor use?

20 A The information that we get from our power SMEs
21 that have looked at this possible architecture and they
22 say yes.

23 Q So that would be yes, correct?

24 A Yes.

25 Q Okay. In your direct testimony at Page 27,

1 beginning at Line 30, WorldCom agrees to provide the cable
2 to BellSouth's power distribution board. Would the cable
3 that WorldCom proposes to provide be rated for outdoor
4 use?

5 A Yes.

6 Q I realize that you responded that you are not
7 particularly aware of any specific cable. However, do you
8 have any idea what the years of durability for the cable
9 that you would be looking for, or would be looking at?
10 Maybe I need to make that a little clearer.

11 A Well, whatever cable that we chose -- whatever
12 cable that we chose would have to meet certain industry
13 standards, and that is what we would be looking for.

14 COMMISSIONER JABER: Ms. Christensen, where did
15 you refer the witness to?

16 MS. CHRISTENSEN: His direct testimony, Page 27,
17 beginning at Line 30.

18 BY MS. CHRISTENSEN:

19 Q So let me understand, you would be looking to
20 see that the cable met the national standards?

21 A Yes.

22 Q Let me refer you to Issue 63. How would
23 BellSouth's requirement for WorldCom's use of fiber
24 interconnection cable preclude WorldCom from providing
25 advanced services?

1 A Well, certain advanced services, DSL type
2 services are dependent on copper facilities. If we are
3 limited to placing fiber entrance facilities then the DSL
4 equipment would always have to be placed in a collocation
5 cage and we would be limited to ordering copper loops from
6 BellSouth. Allowing us to feed the collocation with
7 copper facilities gives us flexibility to different
8 network architectures.

9 Q Mr. Messina, do you believe there is a
10 difference between interconnection and collocation?

11 A Yes, I believe so.

12 Q Can you please explain what you believe the
13 basic differences are?

14 A Well, collocation is -- in the case of physical
15 collocation it is setting up a physical space within the
16 central office. Interconnection is how we connect the two
17 networks.

18 Q Mr. Messina, would you characterize this issue
19 as one of interconnection or one of collocation?

20 A I would characterize it as collocation. It is
21 how we feed that collocation.

22 Q Is it correct that if WorldCom is requesting
23 interconnection other than when applied to collocation
24 that WorldCom has a switch which it is using to serve
25 customers in that area?

1 A I'm sorry, could you repeat the question.

2 Q Certainly. Would it be correct to state that if
3 WorldCom is requesting interconnection other than when
4 applied to collocation that WorldCom has a switch which it
5 is using to serve the customers in that particular area?

6 A Yes. Typically when we are interconnecting we
7 want to interconnect our switch with the BellSouth
8 network.

9 Q Let me refer you to Issue 64. Are dual entrance
10 cable facilities necessary to serve any subscriber?

11 A Typically -- well, the short answer, no. But
12 typically the collocations are fed with fiber and we set
13 up a SONET system. The SONET system, you have two feeds,
14 physically diverse feeds for survivability and
15 reliability. And that is the intent with the dual central
16 office entrance.

17 MS. CHRISTENSEN: Thank you very much. No
18 further questions.

19 COMMISSIONER JACOBS: Commissioners? I have a
20 brief question on the collocation. Specifically, the
21 contrast between the proximity of the locations. As I
22 understood it, you want to ensure that you are able to
23 collocate in a certain proximity to the end office,
24 preferably inside, but if not within a certain proximity?

25 THE WITNESS: Yes. With adjacent collocation .

1 that would become an option available to us if we had --
2 as I understand it, we apply for physical collocation and
3 we are told that there is no space within the central
4 office, then we would have an option for an adjacent
5 collocation which is on the BellSouth property outside of
6 the central office.

7 COMMISSIONER JACOBS: And the alternative is to
8 be farther away than that?

9 THE WITNESS: Well, the alternative is that we
10 wouldn't be able to collocate in that serving wire center.

11 COMMISSIONER JACOBS: Okay. Mostly because of
12 economics more so than technical restrictions, is that the
13 case?

14 THE WITNESS: Well, if there is no space or
15 facilities available to collocate either inside or
16 adjacent to the central office, then we would just be
17 denied collocation. It wouldn't necessarily be a matter
18 of economics.

19 COMMISSIONER JACOBS: I guess what I'm getting
20 at, I know that many have gone to virtual collocation and
21 I assume the existing virtual collocation is in some
22 manner of proximity to the central office. And my main
23 concern is you are looking to move -- if you have virtual
24 now, you are looking for something better, and I'm trying
25 to understand what better is.

1 THE WITNESS: Well, virtual collocation is an
2 option. Virtual collocation is within the central office,
3 but WorldCom's preferred method of collocation is physical
4 collocation.

5 COMMISSIONER JACOBS: Okay. I understand.
6 Redirect.

7 MR. MELSON: I have got a few.

8 REDIRECT EXAMINATION

9 BY MR. MELSON:

10 Q Mr. Messina, on this last point with
11 Commissioner Jacobs, WorldCom has resolved the virtual
12 collocation issues with BellSouth, is that correct?

13 A Yes, that is my understanding.

14 Q So what specific factual situation does your
15 testimony about DC power relate to?

16 A It is relating to specifically adjacent
17 collocation, and adjacent collocation is an option when we
18 are denied physical collocation, denied collocation within
19 the central office. Then where technically feasible,
20 where practical we would have the option of collocating
21 outside the central office.

22 Q And that is the only situation in this
23 arbitration at which the DC power issue is of concern, is
24 that adjacent collocation situation?

25 A The availability of DC power, yes.

1 Q All right. With regard to the direct access to
2 the feeder distribution interface, you indicated that when
3 you made the drawing that WorldCom's proposed method of
4 direct access was direct access via a tie cable between a
5 WorldCom enclosure and the BellSouth enclosure, is that
6 correct?

7 A That's correct.

8 Q Under that method of direct access, who would
9 perform the work on the end of the tie cable within the
10 BellSouth enclosure?

11 A I presume you mean after the tie cable is
12 placed.

13 Q No, I'm sorry. When the tie cable is placed,
14 who would be responsible for placing the BellSouth end of
15 the tie cable?

16 A Well, I assume, and this would have to be
17 negotiated with BellSouth, but I assume that that would be
18 done by a WorldCom technician or vendor, but it would have
19 to be -- since it is going into their premise, into their
20 locked enclosure, it would have to be done at the
21 direction of BellSouth.

22 Q Either done by BellSouth or done by a BellSouth
23 certified vendor?

24 A Yes.

25 Q With respect to cable facility assignments,

1 if -- let me give you a hypothetical. BellSouth completes
2 a physical collocation enclosure for WorldCom. WorldCom
3 comes in the next day and places the equipment, its
4 equipment. And also assume the tie cable has already been
5 run, so you have got tie cable, enclosure complete,
6 WorldCom equipment all within a day of each other. If you
7 do not have cable facility assignments at that point, does
8 that create an issue for WorldCom?

9 A Yes. We cannot order a service or a network
10 element to that collocation until we have the CFA
11 assignment and the CFA assignment is loaded into our
12 provisioning systems. CFA assignment also has to be
13 loaded into BellSouth's provisioning systems and then it
14 can be used to order individual services.

15 Q And the CFA assignment, you don't have to order
16 individual services as a prerequisite to having a CFA
17 assignment, is that correct?

18 A That is correct. It's the other way around.
19 You need the CFA assignment before you can order
20 individual services.

21 Q And is it WorldCom's position that it doesn't
22 want cable facility assignments until some period of
23 months after the collocation cage is complete?

24 A We would like to have it as soon as possible.
25 We would even take it before the cage is completed.

1 Q Would that be your preference to have the --

2 A That would be our preference, so we could load
3 it into our databases and have it there as collo
4 completes.

5 Q You were asked about a visual inspection of
6 entrance facilities and whether that would meet WorldCom's
7 concern about verifying exhaust of an entrance facility.
8 Do you recall those questions?

9 A Yes.

10 Q And my understanding is you indicated that a
11 visual inspection less than a full tour would meet your
12 requirements, is that correct?

13 A Correct.

14 Q If BellSouth agreed to that at the negotiating
15 table would that resolve that piece of the issue?

16 A Yes, to my understanding it would.

17 Q You were asked by staff as to whether WorldCom
18 had considered -- if I understand correctly in the OS/DA
19 situation where WorldCom wants to use its own operator
20 services platform whether you had investigated the
21 possibility of picking up traffic at the BellSouth
22 operator services platform, or the TOPS platform, and
23 transporting it to yours, do you recall that question?

24 A Yes.

25 Q What type of signaling does MCI require at its .

1 operator services platform?

2 A Feature Group D or also known as equal access
3 signaling.

4 Q And what is your understanding of the type of
5 signaling that arrives at BellSouth's TOPS platform?

6 A MOS, or modified operator signaling.

7 Q So in order to pick traffic up at the TOPS
8 platform and transmit it successfully to the WorldCom
9 platform, would that require protocol conversion at some
10 point?

11 A Yes.

12 Q You were asked whether you are aware of whether
13 there is any DC cable rated for outside use. Are you
14 familiar with any electric utilities that transmit DC
15 power through a transmission grid?

16 A No, not directly.

17 Q If there were such a utility, would you expect
18 its transmission facilities to be outside?

19 A I would expect so.

20 MR. MELSON: That's all I had.

21 COMMISSIONER JACOBS: There were no exhibits,
22 correct?

23 MR. MELSON: That's correct.

24 COMMISSIONER JACOBS: Okay. Thank you, Mr.
25 Messina.

1 MR. MELSON: And I would like to ask that Mr.
2 Messina be excused.

3 COMMISSIONER JACOBS: And we moved his
4 testimony -- yes, we did. We moved both of his
5 testimonies into the record.

6 MR. MELSON: Yes, sir, I believe we did.

7 COMMISSIONER JACOBS: You may be excused, sir.

8 THE WITNESS: Thank you.

9 MR. O'ROARK: WorldCom calls Lee Olson.

10 LEE MERLIN OLSON

11 was called as a witness on behalf of MCI WorldCom
12 Communications, Inc., and, having been duly sworn,
13 testified as follows:

14 DIRECT EXAMINATION

15 BY MR. O'ROARK:

16 Q Mr. Olson, will you state your full name,
17 please?

18 A Lee Merlin Olson.

19 Q And by whom are you employed and in what
20 capacity?

21 A I am a Planning Engineer for WorldCom.

22 Q And can you give us your business address,
23 please?

24 A 6 Concourse Parkway, Suite 400, Atlanta, Georgia
25 30328.

1 Q Mr. Olson, did you cause to be filed 31 pages of
2 direct testimony in this case on August 17th, 2000?

3 A Yes, I did.

4 Q Do you have any corrections or changes to that
5 testimony?

6 A Yes, I have one. On Page 3 of my direct
7 testimony, Line 14, it speaks about the fiber miles and
8 how many switches are active, and there is a number 7 in
9 there. We just had another switch come up in Pompano, so
10 now there is 8.

11 MR. ROSS: I'm sorry, Mr. Olson, what page were
12 you on?

13 THE WITNESS: Page 3, Line 14.

14 MR. ROSS: And it was 8?

15 THE WITNESS: Yes.

16 BY MR. O'ROARK:

17 Q And, Mr. Olson, did you cause to be filed 24
18 pages of rebuttal testimony on September 7th, 2000 in this
19 case?

20 A Yes.

21 Q And do you have any corrections or changes to
22 that testimony?

23 A No.

24 Q With the amendment to your direct testimony, if
25 I were to ask you today the same questions as appear in

1 your direct and rebuttal testimony, would your answers be
2 the same?

3 A Yes, they would.

4 MR. O'ROARK: We move that Mr. Olson's prefiled
5 direct testimony, as amended, and his rebuttal testimony
6 be inserted into the record.

7 COMMISSIONER JACOBS: Without objection, show
8 both his direct and rebuttal testimony admitted as though
9 read.

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

2 A. My name is Lee M. Olson. My work address is 6 Concourse Parkway, Suite 400,
3 Atlanta, Ga. 30328.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by WorldCom, Inc., formerly known as MCI WorldCom, Inc., as
6 a Planning Engineer in WorldCom's Local Network Planning organization

7 **Q. FOR HOW LONG HAS WORLDCOM EMPLOYED YOU?**

8 A. I have been employed by WorldCom (including its predecessor, MCI
9 Communications Corporation) since August 1998.

10 **Q. PLEASE STATE YOUR EDUCATIONAL AND PROFESSIONAL**
11 **BACKGROUND.**

12 A. Prior to joining WorldCom, I was employed by AT&T Corporation for thirty-two
13 years. I held various positions and assignments in AT&T's Operations, Network
14 Management and Engineering departments. Management supervisory
15 responsibilities included Central Office circuit order, switching, facilities, and
16 network management. Engineering responsibilities included fundamental long
17 range switch planning, and asset management. I also worked with power
18 engineering, central office engineering, outside plant engineering, real estate
19 operations, Bell and Independent Companies in the distribution of capital assets
20 under the 1984 Consent Decree between AT&T and the U.S. Justice Department.
21 At the conclusion of my employment with AT&T my title was Senior Switch
22 Planner.

23 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

1 A. The purpose of my testimony is to assist the Florida Public Service Commission
2 (“Commission”) in resolving disputed issues between MCImetro Access
3 Transmission Services, LLC (“MCI”) and MCI WORLDCOM
4 Communications, Inc. (“MWC”), both subsidiaries of WorldCom (and which I
5 shall refer to collectively as “WorldCom”), and BellSouth Telecommunications,
6 Inc. (“BellSouth”), with regard to a number of the issues that have arisen during
7 the negotiation of a new Interconnection Agreement. My testimony concerns
8 Attachment 4 to the agreement and addresses Issues 32-37 and 53A.

9 **Q. PLEASE DESCRIBE THE NATURE AND DEVELOPMENT OF**
10 **WORLDCOM’S NETWORK.**

11 A. To understand WorldCom’s need for interconnection, it is necessary to
12 understand WorldCom’s local network and how it uses that network to provide
13 local service. To enhance the understanding, below is a brief history of
14 WorldCom as it relates to building the local network, how it has evolved, and
15 how it will continue to evolve. WorldCom began its corporate life as a special
16 access provider, also known as an alternative access vendor (AAV). AAVs
17 provide high capacity network transport facilities to mid-sized and large business
18 customers for the purpose of originating and terminating interexchange traffic
19 directly to or from the interexchange carrier. As such, WorldCom’s original
20 network consisted of a limited set of fiber optic rings in several urban areas used
21 to connect to customer points of presence (“POPs”), ILEC central offices
22 (“C.O.s”) and IXC POPs.

1 In January 1994, the MFS local affiliate of WorldCom made the decision
2 to expand from traditional AAV services and began to ready itself to offer
3 switched local services. Beginning with the fiber rings, the company embarked
4 on a capital construction program with two major goals. First, the company had
5 to expand its existing fiber ring facilities to reach more customer buildings, with
6 local switched service customers in mind, and construct new rings in other urban
7 areas. These rings included many ILEC C.O.s such that ILEC-controlled
8 customer loops (one of today's unbundled network elements) could be accessed
9 by WorldCom. Second, WorldCom had to install local switches to provide
10 switched services. Over the last two and one half years, WorldCom has invested
11 hundreds of millions of dollars in its local network. As a result, as of the date of
12 my testimony, WorldCom's local networks, nationwide, consist of approximately
13 8,196 local route miles of fiber rings and 113 active local switches. Currently, in
14 Florida WorldCom has approximately 172 route miles of local fiber and ⁸ active
15 local switches.

16 While WorldCom's local network is growing, it is still small compared to
17 the ubiquitous reach of the BellSouth network. While WorldCom has been
18 building local networks for about six years, the ILECs have been building local
19 networks for more than one hundred years. While WorldCom's local network
20 connects to perhaps several thousand buildings in mostly urban areas, the ILECs'
21 networks reach into practically every building and home in the country. While
22 WorldCom has installed 113 local switches, the ILECs collectively own over

1 23,000 local switches. It is not an overstatement to say that the ILECs' networks
2 are practically everywhere.

3 WorldCom's goal is to reach a broad array of customers, focusing initially
4 on businesses, to provide a full complement of local services that are
5 differentiated from today's monopoly offerings. The only means of achieving this
6 is through deployment of WorldCom's own local facilities and access to ILEC
7 unbundled network elements, especially ILEC transport at the DS0, DS1, DS3
8 and optical levels. However, as mentioned earlier, WorldCom's significant
9 investment in switching and network construction over the past two plus years
10 has only allowed it to reach a maximum of several thousand buildings, mostly in
11 urban areas. Loop and transport unbundling will allow WorldCom and other
12 ALECs to provide a full range of new products to a much larger group of
13 customers using portions of the ubiquitous ILEC network combined with
14 differentiating network elements provided by the ALEC.

15 **Q. IS WORLDCOM'S NETWORK LIKE BELLSOUTH'S?**

16 A. No. WorldCom's local network has a substantially different architecture than
17 that of BellSouth, but provides, for interconnection purposes, the same
18 capabilities and overall functionality. ILEC networks, developed over many
19 decades, employ an architecture characterized by a large number of switches
20 within a hierarchical system, with relatively short copper based subscriber loops.
21 By contrast, WorldCom's local network employs state-of-the-art equipment and
22 design principles based on the technology available today, particularly optical
23 fiber rings utilizing SONET transmission. In general, using this transmission

1 based architecture, it is possible for WorldCom to access a much larger
2 geographic area from a single switch than does the ILEC switch in the traditional
3 copper based architecture. This is why, in any given service territory, WorldCom
4 has deployed fewer switches than the ILEC. Any ALEC will begin serving a
5 metropolitan area with a single switch and grow to multiple switches as its
6 customer base grows.

7 In general, at least for now, WorldCom's switches serve rate centers at
8 least equal in size to the serving area of the ILEC tandem. WorldCom is able to
9 serve such large geographic areas via its fiber network and bears the costs of
10 transport of that owned network. For example, in the Southeast LATA,
11 BellSouth uses two local tandems, four access tandems and more than 200 end
12 office switches to serve the area. WorldCom uses just four switches in this
13 LATA; serving a major portion of the LATA. Thus, each one of WorldCom's
14 switches in the Southeast LATA serves an area that is at the very least
15 comparable if not greater than the service area of any single BellSouth switch.
16 Thus, carriers interconnecting to WorldCom's switches gain access to call
17 transport and termination over a geographic area that is comparable to that
18 provided when interconnecting to the ILEC tandem. This last point becomes
19 critical in discussion of reciprocal compensation arrangements for transport and
20 termination of traffic.

21 In sum, WorldCom's recent experience in deploying local services gives
22 it a unique perspective on what it takes to make competition a reality. Our
23 "hands on" experience in deploying efficient, high quality local networks

1 offering innovative services allows us to be very clear on what will be required in
2 the areas of implementing network interconnection, if competition is to continue
3 to grow. ALECs need flexibility in the way they configure and operate their
4 networks, and interconnect with ILECs, if the network and cost efficiencies,
5 which are among the great promises of local competition, are to bear fruit.
6 Interconnection requirements should not be molded to suit the historic embedded
7 network of the ILECs, but should recognize and promote the different, efficient,
8 reliable, innovative nature of growing ALEC networks.

9 **Q. WHAT DOES IT MEAN TO "INTERCONNECT" ILEC AND ALEC**
10 **NETWORKS?**

11 A. Building a local network means nothing unless that network can be seamlessly
12 interconnected with the ILEC's network and with the networks of other
13 telecommunications carriers. In the context of my testimony, interconnection
14 means the linking of networks. The point at which WorldCom's local network
15 physically connects to the ILEC's network is called the interconnection point
16 (IP), or sometimes the point of interconnection (POI). This definition of
17 "interconnection" is consistent with how the FCC defined that term in paragraph
18 176 of its Local Competition Order dealing with interconnection. *First Report*
19 *and Order*, FCC 96-325, *In the Matter of Implementation of the Local*
20 *Competition Provisions in the Telecommunications Act of 1996*, CC Docket No.
21 96-98, Released August 8, 1996 (the "*Local Competition Order*").

22

1 The IP plays a critical role in overall interconnection. From a financial
2 perspective, the IP represents the "financial demarcation" - the point where
3 WorldCom's network ends and the ILEC's "transport and termination" charges
4 begin and visa versa. From an engineering perspective, there are a variety of
5 things that must happen at the IP to make interconnection seamless and complete.
6 It should also be noted that over this physical interconnection there is a "logical
7 interconnection" of the networks—i.e. the trunk groups that connect ALEC and
8 ILEC switches traversing the "physical interconnection." In my testimony I
9 focus on the engineering aspects, but obviously the financial ramifications have a
10 significant impact on how we interconnect and exchange traffic with the ILEC.

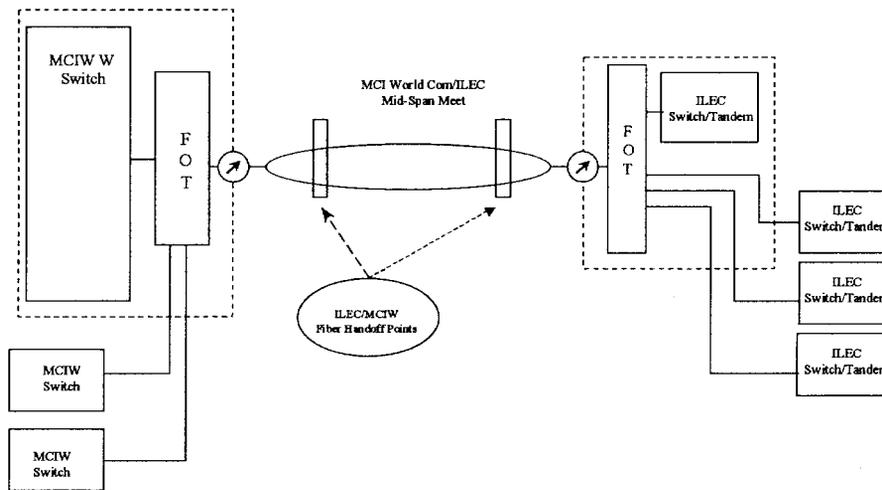
11 **Q. WHAT IS REQUIRED FOR INTERCONNECTION?**

12 **A.** The physical linking of networks is not a daunting engineering task. Carriers
13 have interconnected networks - local network to local network and interexchange
14 network to local network - for years. Thus, physical linking is neither new nor
15 overly complicated. Physical linking of networks involves the following steps:

- 16 ▪ Physically connecting WorldCom's facilities to BellSouth's facilities at the
17 interconnection point (IP).
- 18 ▪ Establish trunking arrangements for the exchange of local traffic, for the
19 exchange of intraLATA and interLATA toll traffic, for "operator-to-
20 operator" calls, for directory assistance calls, for 911 /E911 calls, and for
21 "transit" traffic.
- 22 ▪ Physically connecting WorldCom's signaling network and the ILEC's
23 signaling network so that signaling information can be exchanged.

1 From an engineering perspective, establishing the IP includes the determination
 2 of where the IP is located, the method of interconnection, and the types of
 3 facilities that will be used to carry traffic back and forth over the IP. The
 4 following diagram depicts WorldCom's preferred network architecture.
 5 BellSouth has implemented a similar interconnection with WorldCom in Florida,
 6 but has not agreed to blanket contractual language for this type of
 7 interconnection. This interconnection method is discussed in detail under Issue
 8 33.

MCIW-ILEC Preferred Interconnection Architecture Mid-Span Meet Network Facility Configuration



MCIW Proprietary

9

10

11 **Q. PLEASE EXPLAIN HOW THE PHYSICAL INTERCONNECTION OF**
 12 **FACILITIES IS DONE.**

13 A. In engineering terms, facilities are connected to each other at what are called
 14 "cross-connect points." Cross-connect points, as the name implies, are places in

1 any network where one facility can be connected to another, either manually or
2 electronically. With a manual cross-connect, two facilities are physically
3 connected by means of a third piece called a "jumper." Simply put: Wire A
4 comes in to a point on the cross-connect apparatus, and Wire B comes in on
5 another point. Then a jumper is used to connect Wire A to Wire B. A main
6 distribution frame (MDF) or any similar "patch panel" is an example of a manual
7 cross-connect device. With an electronic cross-connect, there is no jumper wire,
8 rather, the "jumper connection" is performed electronically. A DCS (digital
9 cross-connect system) is an example of an electronic cross-connect.

10 IPs do not have to be limited to residing at the central office housing an
11 ILEC tandem or end office switch. The FCC's Order specifies some potential
12 interconnection points; each one of those, is a "cross-connect point", as we have
13 defined above. There are other potential cross-connect points in the network.
14 For example, WorldCom's switches are generally located in commercial office
15 buildings. For any particular WorldCom switch, the ILEC will also have
16 network facilities into that building that terminate at what is called a "telco
17 closet." A telco closet in this sense includes - or can technically support - a
18 cross-connect device. Thus, an ILEC telco closet in a commercial building can
19 also serve as an IP. In fact, WorldCom interconnects with Ameritech at such
20 telco closets now in Detroit. Thus, this type of IP is certainly technically
21 feasible.

22 **Q. CAN YOU PLEASE DESCRIBE HOW TRAFFIC IS EXCHANGED**
23 **OVER THE IP ARRANGEMENTS YOU DESCRIBED ABOVE?**

- 1 A. Once networks are physically connected via the facilities and arrangements I
2 have just described, it is necessary from an engineering perspective to partition
3 those facilities into various types of trunk groups required to carry the different
4 types of local interconnection traffic. Based on our experience, we believe that
5 traffic should be segregated as follows:
- 6 ■ A separate trunk group that carries local traffic, non-equal access intraLATA
7 interexchange (toll) traffic, and local transit traffic to other LECs;
 - 8 ■ A separate trunk group for equal access inter-LATA or intraLATA
9 interexchange traffic that transits the ILEC network.
 - 10 ■ Separate trunks connecting WorldCom's switch to each 911/E911 tandem.
 - 11 ■ A separate trunk group connecting WorldCom's switch to BellSouth's
12 operator service center. This permits WorldCom's operators to talk to
13 BellSouth's operators. Operator-to-operator connection is critical to ensure
14 that operator assisted emergency calls are handled correctly and to ensure that
15 one carrier's customer can receive busy line verification or busy line interrupt
16 if the other end user is a customer of a different LEC.
 - 17 ■ A separate trunk group connecting WorldCom's switch to the BellSouth
18 directory assistance center if WorldCom is purchasing BellSouth's unbundled
19 directory assistance service.
- 20 To be clear, all of these trunk groups described above, should be provisioned
21 over the mid-span fiber meet discussed under Issue 33. This is the most efficient
22 use of resources for both companies. With regard to the first requested trunk
23 group, it should be noted that there is no technical requirement to segregate local,

1 intraLATA interexchange (toll), and transit traffic on separate trunk groups.
2 Indeed, it is often more efficient to "pack" a trunk group with both local traffic,
3 intraLATA interexchange (toll), and transit traffic. Because these types of traffic
4 are "rated" differently, the receiving carrier would either have to have a way to
5 discern the jurisdiction of the traffic (for example, calling party number or
6 "CPN") or rely on reporting by the sending carrier, via a "percent local usage"
7 (PLU) or similar reporting mechanism.

8 The trunk segregation detailed above is an initial architecture that meets
9 WorldCom's immediate needs for interconnection. The trunks that carry local,
10 intraLATA interexchange (toll), and transit traffic are generally similar to the
11 industry standard Feature Group D trunks with CCS7 signaling. WorldCom
12 requires CCS7 signaling on all trunks used to pass local, intraLATA
13 interexchange (toll), and transit traffic. WorldCom also requires that the trunks
14 used to carry local, interexchange intraLATA (toll), and transit traffic are
15 configured with B8ZS Extended Superframe (ESF). B8ZS ESF is required to
16 support the transmission of 64Kbps ("Clear Channel") traffic between the
17 networks of ILECs and ALECs. Without Clear Channel transmission,
18 subscribers of ILECs and ALECs would not be able to terminate various types of
19 switched data traffic, including some ISDN applications. There are also some
20 unique instances where the more outdated MF signaling may be required on
21 certain trunk groups due to the connectivity to other carriers, and WorldCom
22 requests that BellSouth comply with this request in order to complete this traffic.

23

ISSUE 32

1
2 *Should there be any charge for use of a joint optical interconnection facility built*
3 *50% by each party? (Attachment 4, sections 1.6.1.8, 1.6.1.9)*
4

5 **Q. HAS BELLSOUTH PROPOSED LANGUAGE WHICH WOULD**
6 **REQUIRE WORLDCOM TO PAY BELLSOUTH FOR USE OF A JOINT**
7 **INTERCONNECTION FACILITY BUILT 50% BY WORLDCOM?**

8 A. Yes, BellSouth has proposed Section 1.6.1.8 of Attachment 4 which provides:

9 The WorldCom facility shall be designated as the Primary Route,
10 and the BellSouth facility shall be designated as the Secondary
11 Route. In the event of a service interruption on the Primary
12 Route, caused by a problem in WorldCom's SONET equipment,
13 WorldCom shall be deemed to have leased Dedicated Transport
14 from BellSouth for WorldCom's transit traffic, for the duration of
15 the service interruption that transit traffic is routed over the
16 Secondary Route. WorldCom shall pay BellSouth for the
17 minimum amount of Dedicated Transport necessary to provision
18 the number of trunks used for transit traffic. The charges for
19 Dedicated Transport shall be pro rated on a daily basis, for each
20 day, or fraction thereof, that transit traffic is routed over the
21 Secondary Route. There shall be no charge for Dedicated
22 Transport provided the Secondary Route is used less than 2 hours.
23

24 **Q. WHY DOES WORLDCOM OPPOSE THIS LANGUAGE?**

25 A. This language requires WorldCom to pay to use an interconnection facility that it
26 has already paid one-half of the construction cost of.

27 **Q. SHOULD EITHER PARTY ASSESS A CHARGE FOR USE OF A**
28 **JOINTLY CONSTRUCTED AND OPERATED INTERCONNECTION**
29 **FACILITY?**

30 A. No. As I will discuss below with respect to Issue 33, WorldCom has proposed an
31 interconnection method under which each party provides 50% of the fiber
32 interconnection loop and 100% of the electronics at its own end. Since each

1 party pays for 50% of the facilities cost, there is no reason for either party to
 2 charge for its use. BellSouth's proposal to charge WorldCom for transit traffic
 3 traversing the interconnection facility should be rejected since each party has
 4 paid for half of the facility. Moreover, BellSouth will receive a transiting fee
 5 (the tandem switching rate) for transit traffic; it should not also receive a
 6 transport charge from WorldCom for use of a facility paid for 50% by
 7 WorldCom.

8 ISSUE 33

9 *Does MCIW have the right to require interconnection via a Fiber Meet*
 10 *Point arrangement, jointly engineered and operated as a SONET*
 11 *Transmission System (SONET ring) whether or not that SONET ring*
 12 *presently exists in BellSouth's network? (Attachment 4, Section 1.6)*
 13

14 **Q. PLEASE SET FORTH THE LANGUAGE THAT GIVES RISE TO THIS**
 15 **ISSUE.**

16 A. WorldCom has proposed the following Section 1.6 of Attachment 4: "Joint Fiber
 17 Facilities. Upon request of WorldCom the Parties shall interconnect using a Joint
 18 Fiber Facility (i.e., a Fiber Meet or a Joint Optical Interconnection)." BellSouth
 19 has proposed this language: "Upon mutual agreement by both Parties, the Parties
 20 may interconnect using a Joint Fiber Facility (i.e., a Fiber Meet or a Joint Optical
 21 Interconnection)." As can be seen, the language proposed by BellSouth requires
 22 mutual agreement, which means that BellSouth can exercise a veto over this form
 23 of interconnection. As discussed below, BellSouth does not have the right to
 24 veto this technically feasible form of interconnection.

25 **Q. PLEASE DESCRIBE THE INTERCONNECTION ARCHITECTURE**
 26 **PROPOSED BY WORLDCOM.**

1 A. The interconnection architecture that WorldCom is proposing consists of a mid-
2 span fiber meet in which each company provides half of the fiber interconnection
3 loop and all the electronics at its own end. This method of interconnection is
4 depicted in the diagram above. This proposal is consistent with the FCC's Order
5 discussing interconnection methods.

6 Specifically, in its *Local Competition Order*, the FCC discussed three
7 methods of interconnection: physical collocation, virtual collocation, and meet
8 point interconnection (*Local Competition Order* ¶ 553). Collocation, either
9 virtual or physical, is discussed by Mr. Messina. Meet point arrangements are
10 well known and are commonly used by neighboring ILECs for the mutual
11 exchange of traffic. This "meet point arrangement" is what WorldCom refers to
12 as a mid-span fiber meet in this testimony.

13 Under a typical "meet point" arrangement, WorldCom and the ILEC
14 would each "build out" to a meet point. Under this type of arrangement the
15 official "Interconnection Point" or "IP" - as we have been using that term - is the
16 point where the ILEC build-out connects to the rest of the ILEC network. The
17 "limited build out" to the meet point is the financial responsibility of each party
18 and is part of what the FCC calls the "reasonable accommodation of
19 interconnection" (*Local Competition Order*, ¶ 553).

20 Under this arrangement, WorldCom and BellSouth would jointly
21 provision the fiber optic facilities that connect the two networks and equally
22 share in the capital investment of the mid-span (each pays for one half of the
23 fibers, and each purchases its own Fiber Optic Terminal ("FOT") at its own end),

1 which means there is equal capital investment in the diverse mid-span. Neither
2 party would charge the other for the use of the interconnection facility because it
3 is built jointly. When using fiber optic facilities, the facilities do not actually join
4 at a "cross-connect point" but are part of a seamless fiber ring where there is no
5 physically obvious point denoting where ownership or responsibility for the
6 facility changes. Instead the facilities are connected or terminated at the FOT.
7 This is essentially the method of interconnection to which WorldCom and
8 Ameritech, Pacific Bell, and SWBT agreed. Thus, it is certainly technically
9 feasible.

10 Where WorldCom and BellSouth interconnect their networks pursuant to
11 a mid-span fiber meet, the interconnection should be jointly engineered and
12 operated as a single SONET transmission system. This form of meet point
13 interconnection will benefit the customers of both carriers by providing route
14 diversity and allowing traffic to be rerouted to one ring or the other in the event
15 one of the rings is disabled. The SONET ring architecture is technically feasible
16 and provides value to both carriers and the customers of both carriers.
17 WorldCom has proposed that the minimum data hand-off rate of the SONET
18 transmission system must be OC-48, based on WorldCom and BellSouth traffic
19 volume and forecasts. Any smaller size system would run out of capacity soon,
20 and require the parties to repeat all of the implementation steps, including
21 purchasing, installing, engineering, and grooming the system. This would be
22 inefficient for both companies.

1 **Q. WHAT IS BELLSOUTH'S POSITION WITH RESPECT TO**
2 **INTERCONNECTION VIA A FIBER MEET POINT ARRANGEMENT**
3 **OPERATED JOINTLY AS A SONET TRANSMISSION SYSTEM?**

4 A. BellSouth believes that it has the right to refuse to interconnect in this manner.

5 **Q. PLEASE RESPOND TO BELLSOUTH'S POSITION REJECTING**
6 **WORLDCOM'S TARGET ARCHITECTURE.**

7 A. First, the use of fiber ring architectures are widely recognized as improving on
8 the old hub-and-spoke architectures because of the fiber rings' reliability and
9 redundancy capabilities. Second, such architectures allow the interconnecting
10 carriers to share in the costs, capital as well as operations and maintenance costs,
11 of interconnecting facilities. Third, the shared nature of the facilities permits
12 both carriers to have constant visibility to usage over the facilities so as to be able
13 to augment the fiber or turn up additional trunk groups within the fiber. Fourth,
14 such an architecture permits both carriers to select and designate the most
15 appropriate buildings to house their FOTs rather than wasting scarce collocation
16 space, or other premium space in the BellSouth end offices or tandem offices.
17 Fifth, this form of interconnection is technically feasible. Sixth, the FCC's
18 regulations specifically provide for this form of interconnection.

19 **Q. IS INTERCONNECTION VIA A MID-SPAN MEET TECHNICALLY**
20 **FEASIBLE?**

21 A. Yes it is, and WorldCom has the right pursuant to the Act, FCC regulations, and
22 the Local Competition Order to require any technically feasible method of
23 interconnection, including a Mid-Span Fiber Meet Point arrangement.

1 As an incumbent local exchange carrier, BellSouth has the duty under
2 Section 251(c)(2)(B) of the Telecommunications Act of 1996 ("Act") to provide
3 interconnection for the facilities and equipment of any requesting
4 telecommunications carrier at any technically feasible point. The FCC's
5 regulations on interconnection provide that:

6 Except as provided in paragraph (e) of this section
7 [concerning collocation], an incumbent LEC shall provide,
8 on terms and conditions that are just, reasonable, and
9 nondiscriminatory in accordance with the requirements of
10 this part, ***any technically feasible method of obtaining***
11 ***interconnection*** or access to unbundled network elements
12 at a particular point upon a request by a
13 telecommunications carrier.

14
15 47 C.F.R. § 51.321(a). (Emphasis added.)
16

17 Interconnection via a mid-span Fiber Meet Point Arrangement is
18 technically feasible. Indeed, WorldCom and various incumbent LECs currently
19 interconnect in this manner. The fact that this method of obtaining
20 interconnection has been employed successfully constitutes substantial evidence
21 that such method is technically feasible. 47 C.F.R. § 51.321(c).

22 The FCC has specifically found that one of the technically feasible
23 methods of obtaining interconnection is a meet point interconnection
24 arrangement. 47 C.F.R § 51.321(b)(2). The FCC has held that "other methods of
25 technically feasible interconnection or access to incumbent LEC networks, such
26 as meet point arrangements, in addition to virtual and physical collocation, must
27 be made available to new entrants upon request." Local Competition Order, ¶
28 553. The FCC went on to note that "although the creation of meet point
29 arrangements may require some build out of facilities by the incumbent LEC, we

1 believe that such arrangements are within the scope of the obligations imposed
 2 by sections 251(c)(2) and 251(c) (3).” *Id.* Not only has the FCC concluded that
 3 ILECs such as BellSouth must provide interconnection via meet point
 4 arrangements, it has also concluded that ILECs are obligated to modify their
 5 facilities, if necessary, to accommodate interconnection. Local Competition
 6 Order, ¶ 198. The FCC has explained in this regard that:

7 For example, Congress intended to obligate the incumbent
 8 to accommodate the new entrant's network architecture by
 9 requiring the incumbent to provide interconnection “for
 10 the facilities and equipment” of the new entrant.
 11 Consistent with that intent, the incumbent must accept the
 12 novel use of, and modification to, its network facilities to
 13 accommodate the interconnector or to provide access to
 14 unbundled elements.

15
 16 *Id.* ¶ 202.

17
 18 In sum, the interconnection method sought by WorldCom is a technically
 19 feasible method of interconnection that is commonly used by
 20 telecommunications carriers. Because it is technically feasible, WorldCom is
 21 entitled to a mid-span fiber meet point interconnection, pursuant to the Act and
 22 the FCC’s regulations.

23 **Q. CAN BELLSOUTH CONDITION A MEET POINT INTERCONNECTION**
 24 **ARRANGEMENT ON ITS CONSENT?**

25 **A.** No it cannot. As the Massachusetts Department of Telecommunications and
 26 Energy has found in an arbitration raising the same issue:

27 Therefore, the Department finds that because a mid-span meet
 28 arrangement is technically feasible, Bell Atlantic must provide
 29 this method of interconnection to Media One and Greater Media.
 30 Bell Atlantic cannot condition this type of interconnection, as it

1 claims, on the mutual agreement of the parties, or on the
2 availability of facilities. See Id. ¶ 199.

3
4 *Petition of Media One, Inc. and New England Telephone and Telegraph, for*
5 *arbitration*, D.T.E 99-42/43, 99-52 (Mass. DTE at 24) August 25, 1999. The
6 Interconnection Agreement proposed by BellSouth does not provide WorldCom
7 the right to interconnect via a mid-span fiber meet point arrangement, even
8 though FCC regulations specifically provide for this form of interconnection,
9 upon request. Instead, BellSouth's position provides for meet point
10 interconnection only upon "mutual agreement." Of course, this provision
11 permits BellSouth to veto a mid-span meet arrangement by simply not agreeing.
12 As discussed above, BellSouth cannot condition this type of interconnection
13 upon "mutual agreement."

14 **ISSUE 34**

15 *Is BellSouth obligated to provide and use two-way trunks that carry each*
16 *party's traffic? (Attachment 4, Sections 2.1.1.2 and 2.1.2)*

17
18 **Q. HAS WORLDCOM PROPOSED CONTRACT LANGUAGE WHICH**
19 **MAKES TWO- WAY TRUNKING AVAILABLE UPON REQUEST?**

20 A. Yes it has. WorldCom has proposed the following Section 2.1.2 of Attachment
21 4: "One-way and two-way trunks. The parties shall use either one-way or two-
22 way trunking or a combination, as specified by WorldCom."

23 Trunks can be one-way or two-way. Generally, two-way trunking is
24 more efficient than one-way trunking for traffic that flows in both directions (for
25 example, local, intraLATA interexchange (toll), and transit traffic), since, with
26 two-way trunking, fewer trunks are needed to establish the interconnection than

1 are needed when ILECs insist only on one-way trunking. Two-way trunking is
 2 also efficient in that it minimizes the number of trunk ports needed for
 3 interconnection. The FCC has recognized the benefits of two-way trunking by
 4 ordering ILECs to make it available upon an ALEC's request (*Local Competition*
 5 *Order* at Paragraph 219). Therefore, for network efficiency benefits for both
 6 companies, WorldCom would like to provision two way interconnection trunk
 7 groups over the mid-span fiber meet facilities.

8 **Q. WHAT IS BELLSOUTH'S POSITION WITH RESPECT TO TWO-WAY**
 9 **TRUNKS?**

10 A BellSouth believes that it should be able to use one-way trunks for its traffic,
 11 including for combination trunks should the parties ever choose to develop
 12 combination trunks. BellSouth's position that it can use one-way trunks should
 13 be rejected because FCC regulations require ILECs to provide and use two-way
 14 trunks if requested by a new entrant. 47 CFR 51.305(f) provides that "If
 15 technically feasible, an incumbent LEC shall provide two-way trunking upon
 16 request." If BellSouth uses one-way trunks for its own originating traffic it will
 17 effectively deny WorldCom the two-way trunks required by the regulations.
 18 Also, if BellSouth uses one-way trunks the efficiencies inherent in two-way
 19 trunking are lost by both companies.

20 **ISSUE 35**

21 *If the parties ever choose to implement a combination trunk group,*
 22 *should that trunk group be operated as a two-way trunk? (Attachment 4,*
 23 *Sections 2.1.2, 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)*
 24

1 **Q. HAS WORLDCOM PROPOSED CONTRACT LANGUAGE WHICH**
 2 **MAKES TWO- WAY TRUNKING AVAILABLE UPON REQUEST FOR**
 3 **COMBINATION TRUNK GROUPS?**

4 A. Yes, the language WorldCom has proposed regarding two-way trunking
 5 generally is applicable to any combination trunks which the parties choose to
 6 implement. This provision is cited above with respect to Issue 34 and the
 7 discussion regarding Issue 34 is relevant to this issue also.

8 **ISSUE 36**

9 *Does MCIW, as the requesting carrier, have the right pursuant to the Act,*
 10 *the FCC's Local Competition Order, and FCC regulations, to designate*
 11 *the network point (or points) of interconnection at any technically*
 12 *feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5,*
 13 *Section 2.1.4.)*

14
 15 **Q. HAS WORLDCOM PROPOSED CONTRACT LANGUAGE SETTING**
 16 **FORTH ITS RIGHT AS A REQUESTING CARRIER TO DESIGNATE**
 17 **ANY TECHNICALLY FEASIBLE POINT OF INTERCONNECTION?**

18 A. Yes. WorldCom has proposed language setting forth its right under the Act to
 19 choose any technically feasible point of interconnection. This language includes
 20 WorldCom's right to designate a single point of interconnection, such as a
 21 BellSouth tandem, for LATA-wide termination. WorldCom has proposed
 22 Section 1.3 of Attachment 4 which provides that "WorldCom will designate the
 23 Point or Points of Interconnection and determine the method or methods by
 24 which the Parties interconnect."

25 **Q. WHAT IS BELL SOUTH'S POSITION WITH RESPECT TO THE**
 26 **CHOICE OF AN INTERCONNECTION POINT?**

1 A. BellSouth has taken the position that it can designate the point of interconnection
2 for traffic that originates on its network. As I discuss below, the FCC's
3 regulations impose an obligation on BellSouth to permit interconnection of new
4 entrant facilities at any technically feasible point, but they do not grant BellSouth
5 the right to designate a point of interconnection. Moreover, BellSouth's
6 proposal to designate several points of interconnection per LATA for traffic it
7 originates would either require WorldCom to build facilities to BellSouth offices
8 unnecessarily or pay to transport BellSouth originated traffic. BellSouth's
9 position is inconsistent with the FCC's policy holding that new entrants may
10 choose any technically feasible point of interconnection and is inconsistent with
11 development of efficient network architecture.

12 **Q. IS WORLDCOM REQUIRED TO PHYSICALLY INTERCONNECT AT**
13 **MULTIPLE BELLSOUTH TANDEMS WITHIN A LATA, OR**
14 **MULTIPLE END OFFICES, OR TO BEAR THE COST OF**
15 **TRANSPORTING BELLSOUTH ORIGINATED TRAFFIC FROM**
16 **THESE POINTS?**

17 A. No. BellSouth's position is that it can designate the point of interconnection for
18 traffic which it originates and that WorldCom must have a point of
19 interconnection in each BellSouth local calling area. BellSouth's position has the
20 effect of either forcing WorldCom to build out our network all over the LATA or
21 to lease trunks from BellSouth.

22 WorldCom has no problem with creating logical interconnection trunk
23 groups from each WorldCom switch in a LATA to every BellSouth tandem. It

1 does not, however make sense to physically create an IP at every tandem.
2 WorldCom should take trunk groups on its side of the mid-span meet
3 interconnection point back to all switches in the WorldCom network; and
4 BellSouth should do the same, and charges for call termination under this
5 architecture would reflect the transport distances involved. WorldCom is not
6 required to physically build out its network all over the LATA. It is not efficient,
7 nor necessary for interconnection, nor in compliance with the FCC order. Nor
8 should BellSouth be allowed to achieve the same objective by naming the points
9 of interconnection for traffic it originates.

10 FCC Rule 51.305 (a)(2) identifies the minimum set of places where
11 ILECs must provide interconnection, but explicitly states that interconnection
12 must be provided “at any technically feasible point within the incumbent
13 network.” Therefore, it is clear that the FCC rules do not limit potential IPs to a
14 location at every tandem within a LATA (Local Competition Order at
15 paragraphs 209, 549, 550, 551, 553 and 554). Nor do they limit potential IPs to a
16 location in each ILEC local calling area, as proposed by BellSouth.

17 **Q. CAN YOU FURTHER EXPLAIN INTERCONNECTION**
18 **ARCHITECTURE WITH RESPECT TO THE LOCATION OF THE IP?**

19 A. It appears that BellSouth would like for WorldCom to, in effect, build 100% of
20 the interconnection facilities to multiple points throughout the BellSouth
21 network. WorldCom’s proposal, on the other hand, requires that WorldCom and
22 BellSouth jointly provision the fiber optic facilities that connect the two networks
23 at one or two points, and share the financial and other responsibilities (as detailed

1 above) for that facility. In this situation, the facilities do not actually join at the
2 “cross-connect point” but are part of a seamless fiber ring where there is no
3 physically obvious point denoting where ownership or responsibility for the
4 facility changes but instead are connected or terminated at the FOT equipment.
5 As stated above, this is essentially the method of interconnection that WorldCom
6 and BellSouth have actually implemented in Florida in at least one instance, and
7 which WorldCom and other ILECs have practiced in other areas of the country
8 (e.g. SWBT, Pacific Bell, and Ameritech).

9 It is not cost justifiable in a business case to build a transport network to
10 areas within a LATA that the ALEC does not intend to serve through its own
11 facilities. An ALEC will decide not to build facilities in an area if it does not see
12 a viable target customer base in that area. If forced to build everywhere before
13 entering the LATA, this would be yet another barrier to entry, leading to no
14 entrants; hence, no competition. New entrants have experienced attempts by
15 ILECs to make them establish IPs at each of their access tandems in a LATA.
16 For example, Bell Atlantic covers the Metropolitan New York City area with six
17 access tandems in that LATA. Clearly, for a new entrant such as WorldCom,
18 physically building out facilities to establish an IP at each of those access
19 tandems would be a time consuming and expensive proposition. Moreover,
20 requiring a build out to each tandem would impose an unnecessary expense on
21 WorldCom. Such a requirement is inefficient and would only serve to delay the
22 ability of WorldCom to offer service in that LATA and artificially and
23 unnecessarily increase the cost of implementing a local network. The “technical

1 feasibility” portion of the FCC Local Competition Order precludes Bell Atlantic
2 from insisting on the build out and here is why. WorldCom already established
3 an IP with Bell Atlantic in Manhattan. Because of Bell Atlantic’s extensive
4 transport network in the LATA, it is technically feasible for Bell Atlantic to take
5 traffic from that IP and transport it to any end office in the LATA, regardless of
6 which access tandem that end office subtends. Therefore, that IP can, and at
7 WorldCom’s discretion should, serve as the IP for the entire LATA. Similarly, it
8 is technically feasible for BellSouth to terminate calls throughout a LATA from a
9 single tandem used as the point of interconnection .

10 **Q. WILL BELLSOUTH BE FAIRLY COMPENSATED IF A SINGLE**
11 **INTERCONNECTION POINT IS DESIGNATED BY WORLDCOM?**

12 A. Yes. Naturally, any decision on where an IP is located or whether to use more
13 than one IP will have an impact on the transport portion of any transport and
14 termination compensation paid to the ILEC (and visa versa). If WorldCom
15 chooses to have only one IP in the LATA, for example, the transport charges that
16 WorldCom must pay as part of the “transport and termination” for local calls will
17 reflect the increased distance that calls must travel from the IP to the particular
18 end office where they terminate. Thus, BellSouth is compensated for the use of
19 its network to transport and terminate calls from the interconnection point.

20 **Q. IS THERE OTHER SUPPORT FOR WORLDCOM’S POSITION ON**
21 **ESTABLISHING A SINGLE IP FOR THE PURPOSES OF**
22 **INTERCONNECTION AND THE TECHNICAL FEASIBILITY OF THIS**
23 **PROPOSAL?**

1 A. Yes. As the Act and the FCC's interconnection rules state, the ILEC must
2 provide interconnection "at any technically feasible point within the ILEC's
3 network" (Act § 252 (c) (2) (b); 47 CFR Section 51.305(a)(2)). Thus,
4 WorldCom, as the new entrant, is permitted to select the IP at any point in the
5 ILEC's network where it is technically feasible to physically interconnect
6 networks and exchange (*Local Competition Order*, ¶ 220, footnote 464). Also,
7 as Paragraph 198 of the *FCC's Local Competition Order* notes, "technically
8 feasible" under this definition "refers solely to technical or operational concerns,
9 rather than economic, space or site considerations."

10 The FCC's regulations provide that "an incumbent LEC shall provide any
11 technically feasible method of obtaining interconnection or access to unbundled
12 network elements *at a particular point* upon a request by a telecommunications
13 carrier." 47 C.F.R. 51.321(a) (emphasis added).

14 Thus, WorldCom has the right to request any technically feasible point of
15 interconnection and BellSouth is obligated to provide the requested
16 interconnection. WorldCom has the right to select the location or locations of
17 any IP so long as it is within the LATA that contains the end offices for which
18 traffic will be exchanged. Moreover, as the FCC Order notes, the new entrant
19 can choose any technically feasible point. Thus, so long as BellSouth can - from
20 a technical perspective - take the traffic from the IP and terminate it to any
21 particular end office, then that IP is technically feasible.

22 Section 251(c) of the Act imposes specific obligations upon BellSouth as
23 an incumbent local exchange carrier. Among these obligations is the duty to

1 provide for the facilities and equipment of any requesting telecommunications
2 carrier interconnection at any technically feasible point. The FCC has noted that
3 this obligation is imposed upon incumbent LECs only, not upon new entrants.
4 Act, Section 251(c)(2). The Act imposes interconnection duties on ILECs such
5 as BellSouth and grants interconnection rights, such as the right to choose any
6 technically feasible interconnection point, to requesting carriers such as
7 WorldCom. The FCC has held that “[o]f course, requesting carriers have the
8 right to select points of interconnection at which to exchange traffic with an
9 incumbent LEC under section 251(c)(2).” Local Competition Order, ¶220,
10 fn.464.

11 The FCC’s Local Competition Order sets forth the right of competing
12 carriers to choose the point of interconnection: “The interconnection obligation
13 of section 251(c)(2), discussed in this section, allows competing carriers to
14 choose the most efficient points at which to exchange traffic with incumbent
15 LECs, thereby lowering the competing carrier’s costs of, among other things,
16 transport and termination of traffic.” *Local Competition Order*, ¶172. The FCC
17 has not only clearly set forth the right of new entrants to choose the points of
18 interconnection but has indicated that they have this right so that they may lower
19 their costs.

20 In sum, the FCCs regulations require BellSouth to provide any technically
21 feasible method of obtaining interconnection at a particular point upon a request
22 by a telecommunications carrier. 47 C.F.R 51.321(a). The FCC has concluded
23 that “...under sections 251(c)(2) and 251(c)(3), any requesting carrier may

1 carrier may choose any method of technically feasible interconnection or access
 2 to unbundled elements at a particular point. Section 251 (c)(2) imposes an
 3 interconnection duty at any technically feasible point... ” *Local Competition*
 4 *Order*, ¶549.

5 **Q. HAVE ANY COURTS ADDRESSED THE RIGHT OF A NEW ENTRANT**
 6 **TO DESIGNATE ANY TECHNICALLY FEASIBLE POINT OF**
 7 **INTERCONNECTION?**

8 A. Yes. WorldCom’s right under the Act to choose the point of interconnection has
 9 been affirmed by every Court to review the issue. For example, in reversing a
 10 decision by the Pennsylvania Public Utility Commission specifying a minimum
 11 number of access points for interconnection, the United States District Court for
 12 the Middle District of Pennsylvania affirmed a Magistrate’s decision as follows:

13 According to Bell [Atlantic] and the PUC, because neither the Act
 14 nor the corresponding regulations proscribe a state commission
 15 from requiring interconnection at more than one access point per
 16 local access transport area (LATA), it was within the PUC’s sole
 17 discretion to determine a minimum number of access points for
 18 interconnection. The court disagrees.

19
 20 Magistrate Durkin’s R& R [Report and Recommendation] contains
 21 a thorough, well-reasoned discussion of this issue. Clearly, the
 22 Magistrate adopted the interpretation of the Act proffered by MCI,
 23 and thus rejected the interpretation proffered by Bell and the PUC.
 24 Because the Court agrees with the interpretation set forth by
 25 Magistrate Durkin, further discussion is unnecessary.

26
 27 *MCI v. Bell Atlantic-Pennsylvania*, Civil No. 1:CV-97-1857, Memorandum And
 28 Order, p. 14 (U.S.D.C. for the Middle District of Pennsylvania, June 30, 2000).

29 The Magistrate’s R&R adopted by the District Court affirmed
 30 WorldCom’s right to choose a point of interconnection and rejected the PUC’s

1 and Bell Atlantic's efforts to dictate the point of interconnection. The Magistrate
2 ruled as follows:

3 The PUC's decision to require MCI to interconnect with Bell Atlantic's
4 network in every access tandem serving area is inconsistent with
5 the Act and FCC regulations. In the absence of proof by Bell
6 Atlantic that it is not technically feasible for MCI to have only one
7 point of interconnection in each LATA, the agreement must permit
8 MCI to establish a single point of interconnection per LATA
9 consistent with the Act and FCC regulations.

10
11 . . . As the FCC notes, under the FCC's interpretation new
12 entrants may select the most efficient points at which to exchange
13 traffic with incumbent LEC's thereby lowering the competing
14 carrier's cost of, among other things, transportation and
15 termination, citing FCC Order ¶ 172.

16
17 *MCI v. Bell Atlantic-Pennsylvania*, Civil No. CV-97-1857, Report and
18 Recommendation, p. 36-37, (U.S.D.C. for the Middle District of Pennsylvania,
19 September 16, 1999).

20 **Q. HAVE ANY OTHER FEDERAL COURTS ADDRESSED THE RIGHT OF**
21 **AN ALEC TO INTERCONNECT AT A SINGLE TANDEM?**

22 A. Yes, the Ninth Circuit Court of Appeals has upheld provisions in the MFS/US
23 West Interconnection Agreement permitting a single point of interconnection per
24 LATA at the tandem, noting that "[t]he plain language requires local exchange
25 carriers to permit interconnection at any technically feasible point within the
26 carrier's network." *US West Communications v. MFS Intelenet*, 193 F.3d 1112
27 (9th Cir. 1999).

28 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO**
29 **WORLDCOM'S PROPOSED INTERCONNECTION ARCHITECTURE?**

1 A. Having addressed the benefits in efficiency, innovation and service quality
2 inherent in WorldCom's proposed interconnection architecture, I would request
3 that this Commission adopt WorldCom's proposed language on this issue.

4 **ISSUE 37**

5 *Should BellSouth be permitted to require MCIW to fragment its traffic by*
6 *traffic type so it can interconnect with BellSouth's network? (Attachment*
7 *4, Sections 2.2.6-2.2.7.)*
8

9 **Q. HAS WORLDCOM PROPOSED LANGUAGE WHICH PROHIBITS**
10 **TRUNK FRAGMENTATION?**

11 A. Yes, WorldCom has proposed Section 2.2.7 of Attachment 4, which provides:
12 "BellSouth shall provision trunks without any user restrictions (e.g., option for
13 two-way trunking where mutually agreed to, and no trunk group fragmentation
14 by traffic types except as specified in this Agreement."

15 **Q. WHAT IS THE NATURE OF THE DISPUTE?**

16 A. There are two parts to this issue. The first part concerns whether BellSouth must
17 provide and use two-way trunking upon request by WorldCom. As I noted in
18 Issue 34, BellSouth should be required to do so. As to the second part of Issue
19 37, it is WorldCom's position that it should be able to combine local, intraLATA
20 and transit traffic on one trunk group. If BellSouth wishes to continue to separate
21 its traffic between local, intraLATA toll and transit traffic with other CLECs, or
22 within its own network, of course that is its business decision. WorldCom is
23 only proposing these three traffic types be carried on one trunk group for the
24 traffic going over the joint optical mid-span fiber meet between WorldCom and
25 BellSouth, for network efficiency reasons.

ISSUE 53A

1
2 *Should WorldCom be required to utilize direct end office trunking in*
3 *situations involving tandem exhaust or excessive traffic volumes?*
4 *(Attachment 4, Section 2.4.)*
5

6 **Q. WHAT IS WORLDCOM'S POSITION ON THIS ISSUE?**

7 A. WorldCom's position is that it should not be required to utilize direct end office
8 trunking in situations involving tandem exhaust or excessive traffic volumes.

9 BellSouth should manage its network efficiently to avoid this situation occurring.

10 **Q. WHAT IS BELLSOUTH'S POSITION?**

11 A. BellSouth's position is that WorldCom should be required to utilize end office
12 trunking in such situations.

13 **Q. WHAT IS THE BASIS FOR WORLDCOM'S POSITION?**

14 A. WorldCom wants its customers to be able to send and receive calls, and network
15 congestion and blocking is an obvious barrier to this goal. It is important for
16 both companies to work together to size the facilities and trunking accordingly to
17 meet the demand. WorldCom's approach to efficient network trunking is to put
18 up direct end office trunking when traffic volumes warrant. WorldCom should
19 not be required to put up end office trunking just because BellSouth did not
20 manage its tandem switch capacity.

21 **Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

22 A. Yes it does.
23
24
25

1 **Q. PLEASE STATE YOUR NAME.**

2 A. Lee M. Olson.

3 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

4 A. I am employed as a Planning Engineer in WorldCom's Local Network
5 Planning organization. My work address is 6 Concourse Parkway, Suite 400,
6 Atlanta, Ga. 30328. In my testimony I will use the term "WorldCom" to refer to
7 both MCImetro Access Transmission Services, LLC and MCI WORLDCOM
8 Communications, Inc.

9 **Q. HAVE YOU PREVIOUSLY FILED DIRECT TESTIMONY IN THIS**
10 **DOCKET?**

11 A. Yes.

12 **Q. HAVE ANY ISSUES COVERED IN YOUR DIRECT TESTIMONY BEEN**
13 **CONSOLIDATED SINCE THAT TESTIMONY WAS FILED?**

14 A. Yes. WorldCom and BellSouth have agreed to consolidate Issue 35 with Issue
15 34.

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

17 A. The purpose of my rebuttal testimony is to respond to arguments made by
18 BellSouth witnesses Milner and Cox concerning issues 32-34, 36-37 and 53A.

19

20

ISSUE 32

21

22 *Should there be any charges for use of a joint optical interconnection*
23 *facility built 50% by each party? (Attachment 4, Sections 1.6.1.8,*
24 *1.6.1.9.)*

25

1 **Q. MS. COX CLAIMS THAT WORLDCOM SHOULD COMPENSATE**
2 **BELLSOUTH FOR THE USE OF BELLSOUTH INTERCONNECTION**
3 **FACILITIES WITH RESPECT TO TRANSIT TRAFFIC WHICH**
4 **TRAVERSES A JOINT FIBER FACILITY. PLEASE RESPOND TO**
5 **THIS ASSERTION.**

6 A. Ms. Cox' approach to the issue mischaracterizes the nature of the jointly
7 constructed mid-span meet SONET ring that the transit traffic will traverse. Ms.
8 Cox describes the situation as involving traffic flowing over WorldCom
9 provided facilities in the first instance and being diverted to BellSouth facilities
10 in the event of a service interruption. Ms. Cox proposes a charge when the
11 transit traffic flows over the BellSouth provided facilities. (Cox Direct, page 26-
12 27.)

13 **Q. IN WHAT WAY HAS MS. COX MISCHARACTERIZED THE NATURE**
14 **OF A MID-SPAN MEET SONET RING?**

15 A. Contrary to Ms. Cox' description, the SONET ring is not operated as a series of
16 discrete, separate facilities. It is a seamless, integrated whole in which traffic
17 can flow in either direction around the ring. The facilities are provided equally
18 by each party and neither route is primary. The suggestion that BellSouth
19 facilities are being used as opposed to WorldCom facilities, or vice versa, is
20 meaningless in the context of a SONET ring constructed jointly by each party
21 and which is operated as a single, integrated system. There is no use of
22 BellSouth as opposed to WorldCom facilities; rather, what is being used is a
23 jointly constructed, single, integrated system which each party paid equally to

1 construct. There is no BellSouth facility being used to deliver transit traffic.
2 The interconnection facility being used is a jointly constructed, jointly operated
3 system. WorldCom should not have to pay a second time to use an
4 interconnection facility for which it has already paid 50% of the construction
5 cost.

6 **Q. SHOULDN'T BELLSOUTH BE COMPENSATED FOR HANDLING**
7 **TRANSIT TRAFFIC?**

8 A. Yes, BellSouth should be compensated for the functions it actually performs.
9 Therefore, BellSouth is entitled to charge the tandem switching rate for the
10 tandem switching it provides as part of the transit service. However,
11 BellSouth's proposal to charge for transport of transit traffic is not right because
12 BellSouth does not provide transport. As noted above, transport is provided by
13 a jointly constructed interconnection facility, not by a BellSouth facility.

14 The only common transport that would be applicable would be for
15 transporting the completed call once it goes off of the joint SONET mid-span
16 fiber meet. For example, when a call is originated by a WorldCom end user,
17 goes across WorldCom's network, then goes across the joint SONET mid-span
18 fiber meet, then uses BellSouth's network, it is at this point, where the joint
19 SONET mid-span fiber meet ends, and BellSouth's network begins, that
20 BellSouth could charge WorldCom common transport for the use of its network.

21 **Q. MS. COX STATES THAT WORLDCOM HAS PREVIOUSLY AGREED**
22 **TO BELLSOUTH'S PROPOSED LANGUAGE IN AN AMENDMENT**
23 **THAT COVERS AN INTERCONNECTION ARRANGEMENT FOR A**

1 A. BellSouth asserts that it cannot be required to construct SONET interconnection
2 facilities. Ms. Cox cites the FCC's discussion of SONET rings as a UNE --
3 unbundled transport -- and the Eighth Circuit's recent ruling as the basis for her
4 position. My testimony will focus on the FCC's treatment of this issue; we will
5 address the Eighth Circuit's decision in our brief.

6 **Q. PLEASE ADDRESS THE ARGUMENT OFFERED BY BELLSOUTH IN**
7 **OPPOSITION TO INTERCONNECTION VIA A MEET POINT**
8 **ARRANGEMENT JOINTLY ENGINEERED AND OPERATED AS A**
9 **SONET SYSTEM.**

10 A. BellSouth has chosen to confuse the FCC's interconnection rules with its
11 statement regarding construction of new SONET transport facilities as an
12 unbundled network element. The FCC ruled in its UNE Remand Order that
13 ILECs are not required to construct new SONET rings in order to fill new
14 entrant's requests for unbundled transport. Third Report and Order, CC Docket
15 No. 96-98, ¶ 324 (FCC, November 5, 1999) (UNE Remand Order). In this
16 Order the FCC was addressing the Supreme Court's remand of its unbundled
17 network element rules, and nothing else. It was not addressing interconnection
18 rules for example. The UNE Remand Order addresses unbundled transport -- an
19 unbundled network element. It does not address interconnection issues at all.
20 The UNE Remand Order simply is not applicable to interconnection.

21 **Q. ARE THE FCC'S INTERCONNECTION RULES DIFFERENT THAN**
22 **THE UNE TRANSPORT RULE?**

1 A. Yes they are. The FCC UNE rule limits an ILEC's transport unbundling
2 obligation to existing facilities, and does not require ILECs to construct new
3 transport facilities for ALECs. UNE Remand Order, ¶ 324. An ILEC's
4 interconnection obligations are much greater.

5 The FCC has ruled that ILECs must accommodate meet point
6 interconnection arrangements upon request even if doing so requires some
7 modification of the ILEC's facilities. The FCC has held that ILECs are
8 obligated to provide meet point interconnection even though the creation of such
9 arrangements may require some build out of facilities by the ILEC. Local
10 Competition Order, ¶ 553 ("In a meet point arrangement each party pays its
11 portion of the costs to build out the facilities to the meet point.") The FCC
12 refers to this obligation of the ILEC to engage in construction as an
13 accommodation of interconnection. Thus, ILECs are required to undertake
14 some new construction, such as to engineer a meet point interconnection
15 arrangement operated as SONET transmission system, to accommodate
16 interconnection.

17 **Q. IS THE FCC'S RULE REQUIRING AN ILEC TO ACCOMMODATE**
18 **INTERCONNECTION REQUIRING CONSTRUCTION OF NEW**
19 **FACILITIES DIFFERENT THAN ITS RULE REGARDING ACCESS TO**
20 **UNBUNDLED NETWORK ELEMENTS?**

21 A. Yes it is. The FCC has obligated ILECs to accommodate all technically feasible
22 methods of interconnection by engaging in new construction if necessary. On

1 the other hand, the FCC has noted that this rule does not apply to access to
2 unbundled network elements. The FCC has held that:

3 In a meet point arrangement each party pays its portion of the
4 costs to build out the facilities to the meet point. We believe that,
5 although the Commission has authority to require incumbent
6 LECs to provide meet point arrangements upon request, such an
7 arrangement only makes sense for interconnection pursuant to
8 section 251 (c)(2) but not for unbundled access under section 251
9 (c)(3).

10 Local Competition Order, ¶ 553.

11 **Q. WHAT HAS THE FCC SAID WITH RESPECT TO MEET POINT**
12 **ARRANGEMENTS?**

13 A. As noted in my Direct Testimony, the FCC has specifically directed that ILECs
14 are required to accommodate any technically feasible means of interconnection,
15 such as meet point arrangements. The FCC also has held “that it is reasonable to
16 require each party to bear a reasonable portion of the economic costs of the
17 arrangement.” Local Competition Order, ¶ 553. WorldCom’s proposal that
18 each party bear 50% of the cost associated with a meet point arrangement
19 operated as a SONET transmission system is consistent with these rules. As the
20 FCC noted, “[n]ew entrants will request interconnection pursuant to section
21 251(c)(2) for the purpose of exchanging traffic with ILECs. In this situation, the
22 incumbent and the new entrant are co-carriers and each gains value from the
23 interconnection arrangement.” Local Competition Order, ¶ 553.

1 **Q. WOULD YOU PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY**
 2 **ON THIS ISSUE?**

3 A. BellSouth has offered no substantive reasons why it objects to interconnection
 4 via a fiber meet point arrangement jointly engineered and operated as a SONET
 5 transmission system. Instead, BellSouth has objected to this form of
 6 interconnection based upon FCC language indicating that ILECs need not
 7 construct new SONET systems so as to provide ALECs with unbundled
 8 transport. The FCC's rules regarding unbundled transport, a UNE, are not
 9 applicable to interconnection methods, which is a different subject, covered by
 10 different parts of the Act and different parts of the FCC's Orders. The FCC's
 11 interconnection rulings make clear that any technically feasible form of
 12 interconnection, including meet point arrangements, must be made available.
 13 The FCC's interconnection rulings also require ILECs to undertake construction
 14 necessary to accommodate interconnection, unlike the UNE transport rule relied
 15 upon by BellSouth.

16 WorldCom's proposal that we build half of the joint SONET mid-span
 17 fiber meet and BellSouth build the other half of the joint SONET mid-span fiber
 18 meet is quite reasonable, fair, in accordance with the Act, and an efficient way
 19 to pass traffic and monitor and maintain such interconnection capacity.

20

21

ISSUE 34

22 *Is BellSouth obligated to provide and use two-way trunks that carry each*
 23 *party's traffic? (Attachment 4, Sections 2.1.1.2 and 2.1.2.)*

24

1 **Q. WHAT IS BELLSOUTH'S POSITION WITH RESPECT TO THE USE**
2 **OF TWO-WAY TRUNKS?**

3 A. Ms. Cox has indicated that BellSouth supports the use of two-way trunks but
4 that BellSouth retains the right to use one-way trunks for its traffic if it so
5 chooses.

6 **Q. CAN BELLSOUTH'S POSITION BE RECONCILED WITH THE FCC'S**
7 **REGULATIONS?**

8 A. No, it cannot. The FCC's regulations state that "[i]f technically feasible, an
9 incumbent LEC shall provide two-way trunking upon request." 47 C.F.R.
10 51.305(f). Nothing in the regulation provides BellSouth with the right to use
11 one-way trunking for its traffic if an ALEC such as WorldCom requests two-
12 way trunking.

13 **Q. DOES BELLSOUTH ASSERT THAT TWO-WAY TRUNKING IS NOT**
14 **TECHNICALLY FEASIBLE?**

15 A. No.

16 **Q. MS. COX CITES PARAGRAPH 219 OF THE FCC'S LOCAL**
17 **COMPETITION ORDER AS SUPPORT FOR HER ASSERTION THAT**
18 **BELLSOUTH HAS THE RIGHT TO UTILIZE ONE-WAY TRUNKS IF**
19 **IT SO CHOOSES. (COX DIRECT, PAGE 33) PLEASE ADDRESS THIS**
20 **MATTER.**

21 A. Ms. Cox cites paragraph 219 but she does not quote it. The paragraph reads as
22 follows:

1 We identify below specific terms and conditions for
2 interconnection in discussing physical or virtual collocation (i.e.,
3 two methods of interconnection). We conclude here, however,
4 that where a carrier requesting interconnection pursuant to
5 section 251 (c)(2) does not carry a sufficient amount of traffic to
6 justify separate one-way trunks, an incumbent LEC must
7 accommodate two-way trunking upon request where technically
8 feasible. Refusing to provide two-way trunking would raise costs
9 for new entrants and create a barrier to entry. Thus, we conclude
10 that if two-way trunking is technically feasible, it would not be
11 just, reasonable, and nondiscriminatory for the incumbent LEC to
12 refuse to provide it.

13 Paragraph 219, like rule 51.305 (f) requires BellSouth to provide two-way
14 trunking upon request.

15 **Q. MS. COX CLAIMS THAT “PARAGRAPH 219 OF THE FCC’S LOCAL**
16 **COMPETITION ORDER DISCUSSES THE SITUATION IN WHICH A**
17 **CARRIER DOES NOT HAVE SUFFICIENT VOLUME TO JUSTIFY**
18 **ONE-WAY TRUNKS. THAT IS THE ONLY INSTANCE WHERE TWO-**
19 **WAY TRUNKS MUST BE ACCOMMODATED. IN ALL OTHER**
20 **CASES, BELLSOUTH IS PERMITTED TO UTILIZE ONE-WAY**
21 **TRUNKS.” (COX DIRECT, PAGE 33.) PLEASE COMMENT.**

22 **A.** Ms. Cox has mischaracterized the paragraph in question. Paragraph 219 does
23 not refer to the situation where a carrier (meaning either BellSouth or the

1 ALEC) does not have sufficient volume to justify one-way trunks. As can be
2 seen above from the actual quotation, it refers to the situation “where a carrier
3 requesting interconnection pursuant to section 251 (c)(2)” (i.e. the ALEC) does
4 not carry a sufficient amount of traffic to justify separate one-way trunks. In
5 other words, it permits the ALEC, not BellSouth, to use one-way trunks if the
6 ALEC’s traffic justifies one-way trunks. If the ALEC finds that its traffic does
7 not warrant one-way trunks it has the right to order two-way trunks and
8 BellSouth is obligated by this paragraph and the regulation previously cited to
9 provide them.

10 **Q. MS. COX RAISES A NUMBER OF OTHER OBJECTIONS TO TWO-**
11 **WAY TRUNKING. PLEASE ADDRESS THOSE OBJECTIONS.**

12 A. All of the “complex” issues which BellSouth raises (Cox Direct, page 33) about
13 two way trunking can be answered quite directly:

- 14 1) The number of trunks required is the regular, day-to-day work of our
15 companies’ traffic engineers, who meet periodically to discuss the relevant
16 factors, such as traffic volumes and blocking criteria;
- 17 2) Facility augmentation occurs when the 75% trigger of trunk utilization is
18 reached;
- 19 3) Tandem trunk groups will always be required, and direct end office trunk
20 groups should be considered when traffic volumes justify (again, part of the
21 traffic engineers’ day-to-day functions);
- 22 4) The facilities to be used will be WorldCom’s facilities on its side of the joint
23 optical midspan fiber meet, the joint optical midspan fiber meet itself (which

- 1 both companies own), and BellSouth's facilities on its side of the joint
2 SONET midspan fiber meet;
- 3 5) The interconnection point(s) will be where the joint optical midspan fiber
4 meet is – so one point will be at WorldCom's fiber optic terminal (FOT),
5 and the other will be at BellSouth's FOT;
- 6 6) WorldCom will perform the administrative control function of the two way
7 trunks;
- 8 7) Compensation – the basic principle is that WorldCom will pay when it uses
9 BellSouth's network to deliver traffic to the latter's customers, and also for
10 transiting functions, and BellSouth will pay when it uses WorldCom's
11 network to deliver traffic to WorldCom's customers.

12 Finally, it should be noted that BellSouth has interconnected with non-
13 competing independent telephone companies via two-way trunks for years and
14 has not raised any concerns regarding the issue with them.

15 **Q. MS. COX ALSO ASSERTS THAT ONE-WAY TRUNKING IS**
16 **REQUIRED BECAUSE BELL SOUTH MAY WANT TO TRUNK**
17 **DIRECTLY TO A WORLDCOM END OFFICE. PLEASE ADDRESS**
18 **THIS ASSERTION.**

19 **A.** Ms. Cox digresses a little from the two-way trunk issue when she discusses end
20 office trunking, because they are two different subjects. However, to address
21 that point: Ms. Cox' statement about the possibility that WorldCom would be
22 uncooperative about direct end office trunking is untrue. It is WorldCom's
23 position and practice to establish direct end office trunks between BellSouth's

1 end offices and WorldCom's switch where traffic volumes warrant. WorldCom
 2 would like for its customers' calls to be completed, as well as for its customers
 3 to receive calls, and establishing efficient direct end office, two-way trunks,
 4 where traffic volumes warrant, makes good engineering and economic sense.
 5 WorldCom would always have trunks through the tandem to handle the volume
 6 to other end offices. WorldCom is willing to compensate BellSouth for its use
 7 of the tandem to reach those geographic areas.

8

9

ISSUE 36

10 *Does WorldCom, as the requesting carrier, have the right pursuant to*
 11 *the Act, the FCC's Local Competition Order, and FCC regulations, to*
 12 *designate the network point (or points) of interconnection at any*
 13 *technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1,*
 14 *Attachment 5, Section 2.1.4.)*
 15

16 **Q. WHAT IS BELLSOUTH'S POSITION WITH RESPECT TO POINTS OF**
 17 **INTERCONNECTION?**

18 A. BellSouth's position appears to be that when WorldCom enters a LATA, it is
 19 required to connect to BellSouth in every local calling area, regardless of
 20 whether WorldCom has any customers in a particular local calling area. Under
 21 BellSouth's position, WorldCom is required to pick up BellSouth's originating
 22 local traffic in each calling area at a point designated by BellSouth or at the
 23 BellSouth end office.

24 **Q. IS THIS AN APPROPRIATE INTERCONNECTION ARCHITECTURE**
 25 **FOR TWO EQUAL CO-CARRIERS?**

1 A. No it isn't. An appropriate arrangement would be for WorldCom to deliver its
2 traffic to BellSouth's network and for BellSouth to deliver its traffic to
3 WorldCom's network. BellSouth proposes, in contrast, to deliver its traffic only
4 part of the way, to a point on its network, and have WorldCom bear the burden
5 of bringing BellSouth's traffic the rest of the way through BellSouth's network.
6 Under BellSouth's proposal, WorldCom would be required to deliver
7 WorldCom traffic to the BellSouth network but BellSouth would not be required
8 to deliver its traffic to the WorldCom network.

9 **Q. DOES BELLSOUTH'S PROPOSAL IMPOSE CHARGES ON**
10 **WORLDCOM FOR TRAFFIC WHICH ORIGINATES ON**
11 **BELLSOUTH'S NETWORK?**

12 A. Yes, as explained by Ms. Cox, either (1) WorldCom must build facilities as
13 BellSouth indicates, or (2) BellSouth will charge WorldCom to transport
14 BellSouth's traffic. This proposal directly contradicts 47 C.F.R. 51.703(b).
15 This regulation provides that "A LEC may not assess charges on any other
16 telecommunications carrier for local telecommunications traffic that originates
17 on the LEC's network." As noted by Ms. Cox, BellSouth proposes to charge
18 transport fees to WorldCom for traffic which originates on BellSouth's network.
19 The regulation unambiguously bars BellSouth from imposing such charges.
20 Moreover, BellSouth is not permitted to accomplish by indirect means—that is,
21 designating a point of interconnection which shifts the cost of transporting
22 BellSouth traffic to WorldCom—what the regulation cited above flatly
23 prohibits. BellSouth should not be permitted an end-run around this regulation.

1 **Q. IS WORLDCOM ENTITLED TO BUILD ITS NETWORK IN THE**
2 **MOST EFFICIENT METHOD POSSIBLE?**

3 A. Yes, one of the purposes of the Act is to encourage new and more efficient
4 network configurations. BellSouth pays lip service to this principle but its
5 proposal belies its words. BellSouth's proposal forces WorldCom to mimic
6 BellSouth's network. It forces WorldCom to build facilities to places where it
7 would not be economic for WorldCom to do so based on traffic volumes.
8 Specifically, BellSouth proposes that WorldCom be required to build facilities
9 to each BellSouth local calling area. At its core, BellSouth's point of
10 interconnection proposal is an attempt to dictate WorldCom's network
11 architecture, to make it look more like BellSouth's. BellSouth has no right under
12 the Act to do so. Ultimately, this dispute is caused by BellSouth's desire to
13 impose a particular network design on WorldCom.

14 **Q. DOES PARAGRAPH 209 OF THE FCC'S LOCAL COMPETITION**
15 **ORDER, CITED BY MS. COX AT PAGE 50, GIVE ILECS THE RIGHT**
16 **TO CHOOSE A POINT OF INTERCONNECTION?**

17 A. No, nothing in that paragraph grants ILECs the right to designate a point of
18 interconnection. The whole thrust of the paragraph is to emphasize the right of
19 ALECs to make efficient network choices. BellSouth reads into the paragraph a
20 right for incumbents to choose points of interconnection that simply does not
21 appear in the paragraph.

1 **Q. DOES THE FCC'S ORDER LIMIT AN ALEC'S RIGHT TO CHOOSE A**
2 **POINT OF INTERCONNECTION TO A CHOICE INVOLVING ONLY**
3 **THE ALEC'S ORIGINATING TRAFFIC, AS MS. COX ASSERTS?**

4 A. No. Paragraph 172 of the Local Competition Order provides: "The
5 interconnection obligation of section 251 (c)(2), discussed in this section, allows
6 competing carriers to choose the most efficient points at which to exchange
7 traffic with incumbent LECs, thereby lowering the competing carriers costs of,
8 among other things, transport and termination of traffic."

9 Several points are worth noting. First, it is the ALEC that has the right
10 to choose a point of interconnection pursuant to Section 251(c) (2), not the
11 incumbent. Second, the ALEC chooses a point at which "to exchange traffic"
12 with incumbents. The phrase "exchange of traffic" refers to traffic originating
13 on both carrier's networks. Nothing in the FCC's order suggests that the ALEC
14 can designate a point at which to deliver its traffic but it cannot designate a point
15 at which to receive ILEC traffic. To the contrary, the ALEC has the right to
16 designate a point at which to exchange traffic. The FCC reiterated this point in
17 footnote 464 of the Local Competition Order, noting that "[o]f course,
18 requesting carriers have the right to select points of interconnection at which to
19 exchange traffic with an incumbent LEC under section 251(c)(2)." Contrary to
20 BellSouth's position, nothing in this language limits the ALEC's right to
21 designate an efficient point of interconnection to originating traffic only.

22 **Q. DID THE FCC REJECT A POINT OF INTERCONNECTION**
23 **PROPOSAL MADE BY MCI IN THE LOCAL COMPETITION ORDER?**

1 A. Yes, the FCC rejected an MCI proposal that would have allowed ILECs such as
2 BellSouth to designate a point of interconnection on MCI's network. The MCI
3 proposal would have allowed both the ALEC and the ILEC to designate a point
4 of interconnection on the other's network. The FCC rejected this proposal and
5 instead established the right of ALECs under section 252(c)(2) to designate any
6 technically feasible point of interconnection. Ms. Cox notes this decision and
7 concludes that "this ruling does not give an ALEC the right to establish the Point
8 of Interconnection for ILEC originated traffic as MCI sought to do. It also
9 rejects an attempt by MCI to interconnect at some place other than the ILEC's
10 existing local network." (Cox Direct, page 52) There is a significant leap of
11 faith, or logic, in this conclusion. Nothing in this decision of the FCC prevents
12 the ALEC from establishing the point of interconnection. In fact, the decision
13 cited by Ms. Cox specifically rejected a proposal which would have allowed the
14 ILEC to designate a point of interconnection.

15 **Q. PLEASE DESCRIBE WHERE THE POINTS OF INTERCONNECTION**
16 **WOULD BE UNDER WORLDCOM'S PROPOSAL.**

17 A. The points of interconnection would be the fiber optic terminal in WorldCom's
18 office and the fiber optic terminal in BellSouth's office, at either end of the fiber
19 meet point arrangement. These points of interconnection are fair to each party
20 in that each party delivers its own traffic all the way into the interconnection
21 facility which connects the two networks. In contrast, BellSouth's proposal
22 requires WorldCom to bear the burden of transporting BellSouth's traffic as well
23 as WorldCom's.

1 **Q. BELLSOUTH'S TESTIMONY DESCRIBES ITS NETWORK,**
2 **INCLUDING THE TANDEMS IN ITS NETWORK. PLEASE**
3 **COMMENT ON THAT TESTIMONY.**

4 A. The ubiquity of BellSouth's network, including its tandems, illustrates why the
5 interconnection architecture described in my Direct Testimony is reasonable.
6 Just as BellSouth can terminate to any end office the traffic which WorldCom
7 delivers to BellSouth's tandem, so can BellSouth bring to its tandem any traffic
8 which originates in a BellSouth end office. Traffic flows in both directions on
9 the BellSouth network and there is no sound reason why WorldCom should be
10 forced to duplicate that network to transport BellSouth's traffic.

11 **Q. MS. COX USES A HYPOTHETICAL CALL FLOW FROM A**
12 **BELLSOUTH CUSTOMER IN LAKE CITY TO A WORLDCOM**
13 **CUSTOMER IN LAKE CITY TO ILLUSTRATE BELLSOUTH'S**
14 **POSITION. PLEASE COMMENT ON THAT EXAMPLE.**

15 A. The example illustrates that BellSouth objects to having to carry its customers
16 call from its Lake City end-office to its Jacksonville tandem, where WorldCom
17 would then pick up the call. BellSouth's position requires WorldCom to build
18 facilities to Lake City to pick up the call, or alternatively, to pay BellSouth to
19 transport the call from Lake City to Jacksonville. As noted above, FCC
20 regulations prohibit BellSouth from imposing charges on WorldCom for this
21 traffic, because it originates on BellSouth's network. BellSouth's desire to have
22 WorldCom build facilities to Lake City is an indirect method of accomplishing
23 the same objective as the prohibited charges. Moreover, BellSouth's position,

1 requiring a point of interconnection in Lake City, is an attempt to force
2 WorldCom to duplicate BellSouth's network design. BellSouth is saying in
3 effect "we have facilities in Lake City and WorldCom should have to put
4 facilities there as well."

5 **Q. WHY SHOULDN'T WORLDCOM BE REQUIRED TO DUPLICATE**
6 **BELLSOUTH'S NETWORK?**

7 A. First, it should be noted that in several places Ms. Cox acknowledges that
8 WorldCom has the right to design its network as it chooses. Notwithstanding
9 these statements, BellSouth in fact proposes a point of interconnection provision
10 that would require WorldCom to duplicate BellSouth's network design. The
11 Commission should affirm the right of ALECs to design their own networks by
12 rejecting BellSouth's point of interconnection position, which requires
13 WorldCom to duplicate BellSouth's network. Second, the Act is intended to
14 foster more efficient, newer network designs. Imposing BellSouth's older,
15 embedded, architecture on ALECs is inconsistent with this fundamental
16 objective of the Act. Third, imposing these network costs on new entrants that
17 do not have the volume of business to justify these investments will serve as a
18 barrier to entry and prevent the growth of competition.

19 **Q. SHOULD THE COMMISSION BE CONCERNED THAT**
20 **WORLDCOM'S POSITION THAT WORLDCOM IS ENTITLED TO**
21 **DESIGNATE THE POINT OF INTERCONNECTION, AND**
22 **BELLSOUTH IS NOT, IS NOT SYMMETRICAL?**

1 A. No. The Act imposes certain obligations only on ILECs such as BellSouth. One
2 of these obligations is the obligation to provide interconnection at any
3 technically feasible point for the facilities of new entrants. This obligation is not
4 imposed by the Act on ALECs, only on incumbents. The Act does not call for
5 symmetry; it grants certain rights to ALECs and imposes certain obligations on
6 incumbents.

7 **Q. DOES BELLSOUTH'S POSITION REQUIRE WORLDCOM TO**
8 **ESTABLISH MULTIPLE POINTS OF INTERCONNECTION?**

9 A. Yes, BellSouth's position would require WorldCom to establish points of
10 interconnection in each BellSouth local calling area. As noted in my Direct
11 Testimony, both the Ninth Circuit Court of Appeals and the U.S. District Court
12 for Pennsylvania have ruled that multiple points of interconnection cannot be
13 imposed under the Act because interconnection at a single point is technically
14 feasible.

15 In addition, the FCC affirmed an ALEC's right to a single point of
16 interconnection in its recent Order granting SBC Communications' application
17 to provide long distance service in Texas. The Commission explained that :

18 Section 251, and our implementing rules, require an incumbent
19 LEC to allow a competitive LEC to interconnect at any
20 technically feasible point. This means that a competitive LEC
21 has the option to interconnect at only one technically feasible
22 point in each LATA.

1 In the Matter of Application by SBC Communications Inc. Pursuant to Section
2 271 of the Telecommunications Act of 1996, Memorandum Opinion and Order,
3 CC Docket No. 00-65 (FCC 00-238, Released June 30, 2000) (footnotes
4 omitted).

5 **Q. IS WORLDCOM ATTEMPTING TO SHIFT COSTS TO BELLSOUTH**
6 **AS MS. COX CLAIMS?**

7 A. No. WorldCom's interconnection proposal requires each party to deliver its
8 traffic to its fiber optic terminal connected to the interconnection facility. Each
9 party delivers its traffic to the other and bears the cost of doing so. In contrast,
10 BellSouth's position requires WorldCom to bear the cost of transporting
11 *BellSouth's* traffic by requiring WorldCom to build unnecessary facilities or by
12 charging WorldCom a transport charge for BellSouth's traffic. BellSouth's
13 proposal shifts to WorldCom the cost of transporting BellSouth's traffic.

14 **Q. DOES WORLDCOM'S POSITION IMPOSE ADDITIONAL COSTS ON**
15 **BELLSOUTH?**

16 A. No it does not. WorldCom's position implements two straightforward and fair
17 principles: First, each party bears the cost of delivering its traffic to the other
18 party and neither party bears costs associated with the other party's originating
19 traffic. As previously noted, this principle is embedded in 47 C.F.R. 51.703(b).
20 Second, ALECs are entitled to build the most efficient network they can devise
21 and are not required to duplicate the existing network architecture of ILECs.

22 **Q. DOES BELLSOUTH'S POSITION IMPOSE ADDITIONAL COSTS ON**
23 **WORLDCOM?**

1 A. Yes. It requires WorldCom to build facilities to points where the investment is
2 not justified by the volume of business. WorldCom should not be stuck with
3 additional costs of receiving calls from BellSouth simply because of the way
4 BellSouth designed its legacy network.

5 **ISSUE 37**

6 *Should BellSouth be permitted to require WorldCom to fragment its*
7 *traffic by traffic type so it can interconnect with BellSouth's network?*
8 *(Attachment 4, Sections 2.2.6-2.2.7.)*
9

10 **Q. MR. MILNER STATES THAT PART OF THE DISPUTE BETWEEN**
11 **THE PARTIES CONCERNS THE PROVISIONING OF TWO-WAY**
12 **TRUNKING. IS THAT THE CASE?**

13 A. Yes. I have explained WorldCom's position on the two-way trunking issue in
14 my discussion of Issue 34,

15 **Q. MR. MILNER COMPLAINS THAT WORLDCOM'S POSITION**
16 **WOULD PREVENT BELL SOUTH FROM USING DIRECT END**
17 **OFFICE TRUNKING. IS THAT A VALID POINT?**

18 A. No. An agreement to put different kinds of traffic on a single trunk would not
19 prevent BellSouth from using direct end office trunking.

20 **Q. MR. MILNER ALSO RAISES THE CONCERN THAT SEPARATE**
21 **TRUNKS ARE REQUIRED FOR CERTAIN TYPES OF TRAFFIC,**
22 **SUCH AS E911 TRAFFIC. IS WORLDCOM PREPARED TO ADDRESS**
23 **THAT CONCERN?**

1 A. Yes. There are certain types of traffic, such as E911 traffic, that are routed over
 2 separate trunk groups, and WorldCom has no problem making it clear that it
 3 does not intend for such traffic to be routed over combination trunk groups.

4 What is important to WorldCom is that it should be able to combine
 5 local, intraLATA and transit traffic on one trunk group. If BellSouth wishes to
 6 continue to separate its traffic between local, intraLATA toll and transit traffic
 7 with other ALECs, or within its own network, that of course is its business
 8 decision. WorldCom is only proposing that these three traffic types be carried
 9 on one trunk group for the traffic going over the joint optical midspan fiber meet
 10 between WorldCom and BellSouth, for network efficiency reasons.

11 **ISSUE 53A**

12 *Should WorldCom be required to utilize direct end office trunking in*
 13 *situations involving tandem exhaust or excessive traffic volumes?*
 14 *(Attachment 4, Section 2.4)*

15
 16 **Q. MS. COX STATES THAT IN SITUATIONS INVOLVING TANDEM**
 17 **EXHAUST OR EXCESSIVE TRAFFIC VOLUME, WORLDCOM**
 18 **SHOULD BE REQUIRED TO UTILIZE DIRECT END OFFICE**
 19 **TRUNKING FOR THE TRANSPORT OF ITS TRAFFIC. DOES**
 20 **BELLSOUTH'S POSITION GIVE RISE TO POSSIBLE UNFAIR**
 21 **TREATMENT?**

22 A. Yes. One concern is that BellSouth's proposed language might be used to
 23 require WorldCom to remove trunks from a BellSouth tandem, supposedly to
 24 relieve congestion. The unfairness of such a requirement would be that
 25 WorldCom's tandem trunks simply would be replaced by someone else's trunks,

1 perhaps BellSouth's. BellSouth should not be able to require the removal of
2 existing WorldCom trunks from a tandem in cases of tandem exhaust or
3 excessive traffic volume.

4 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

5 **A. Yes.**

6

1 BY MR. O'ROARK:

2 Q And, Mr. Olson, since you have filed your
3 testimony the parties have resolved Issues 32, 33, and
4 53A, and have consolidated Issue 35 into Issue 34, is that
5 right?

6 A That's right.

7 Q Have you prepared a summary of your testimony?

8 A Yes, I have.

9 Q Will you please give it at this time.

10 A Good afternoon, Commissioners. My testimony
11 relates to network issues, specifically Issues 34, 36 and
12 37. This is not my normal day job, being a witness in a
13 Public Service Commission, so if I appear a little nervous
14 it is because I am out of my element.

15 But I am the person that deals on a day-to-day
16 basis with the network architecture in Florida. I also
17 have all the other states that BellSouth services, the
18 other eight. And I am also responsible for the four new
19 switches that are either up already in Florida or will be
20 by the end of the year. So I think I am in a really good
21 position to relate to you, you know, how I approach the
22 network. You know, what kind of engineering logic I use.
23 So I would just like to go over the issues, and I will
24 read them off so I don't mess up.

25 Issue 34 concerns whether BellSouth should be .

1 required to provision and use two-way trunking when we
2 request it. We believe the answer is clearly yes. The
3 FCC rules provide that if technically feasible an
4 incumbent LEC shall provide two-way trunking upon request.
5 Two-way trunking is technically feasible and has been used
6 for years. In fact, we generally prefer two-way trunking
7 because two-way trunking is generally more efficient than
8 one-way trunking except where there is really a specific
9 service that you are trying to provide. BellSouth has
10 allowed -- if as BellSouth proposes, BellSouth is allowed
11 to use its own one-way trunks for its own traffic when we
12 have requested two-way trunks, we will lose the benefits
13 and efficiencies that two-way trunks provide.

14 Issue 36 concerns which party has the right to
15 choose the point of interconnection. Under the act as
16 interpreted by the FCC, we are entitled to choose the
17 point or points of interconnection. BellSouth's position
18 that it should have the right to choose the point of
19 interconnection for its originating traffic is
20 inconsistent with the act and should be rejected for that
21 reason.

22 Moreover, BellSouth's position on Issue 36 seeks
23 to impose an unfair burden on WorldCom. Under WorldCom's
24 position each party carries its originating traffic
25 through its network and hands it off to the other carrier

1 at the point of interconnection and the other carrier
2 terminates the traffic using its own network. The points
3 of interconnection chosen by WorldCom must be on
4 BellSouth's network or an agreed-upon meet point.

5 Under BellSouth's position, in contrast,
6 BellSouth carries its originating traffic to some point on
7 its network and then may require WorldCom to arrange to
8 transport the traffic from there to WorldCom's network.
9 In other words, BellSouth would not have to select a point
10 of interconnection on WorldCom's network or at an agreed
11 upon meet point. Such an arrangement would be unfair and
12 would impair local competition.

13 Issue 37 concerns fragmentation of traffic.
14 Fragmentation refers to putting different types of traffic
15 on different trunk groups, which could be really
16 inefficient.

17 COMMISSIONER JABER: Mr. Olson, just bring the
18 microphone down a little bit so that it is closer to you.

19 THE WITNESS: For example, there is no reason
20 that local intraLATA and transient traffic cannot be put
21 on the same interconnection trunk groups between the two
22 parties. BellSouth should not be permitted to require
23 fragmentation of such traffic.

24 And that concludes my summary.

25 MR. O'ROARK: The witness is available for .

1 cross-examination.

2 COMMISSIONER JACOBS: Mr. Bennett (sic), you may
3 proceed.

4 CROSS EXAMINATION

5 BY MR. ROSS:

6 Q Good afternoon, Mr. Olson.

7 A Good afternoon, Mr. Ross.

8 Q You are the network witness for MCI providing
9 testimony on certain interconnection issues, correct?

10 A For these three issues, yes.

11 Q And for the Commission to fully understand the
12 interconnection issues upon which you are providing
13 testimony, would you agree that it is necessary for this
14 Commission to understand MCI's local network and how it
15 uses that network to provide local service?

16 A Yes, I think that would be beneficial.

17 Q Now, currently as corrected this afternoon,
18 MCI's local network consist of eight active local switches
19 and approximately 172 route miles of local fiber, is that
20 correct?

21 A Yes, sir.

22 Q And I think you alluded to in your summary MCI's
23 plans to activate additional switches, is that correct?

24 A Yes.

25 Q How many additional switches is MCI planning to

1 activate in the foreseeable future?

2 A In Florida?

3 Q Just Florida?

4 A Two more.

5 Q And are those expected to be activated by the
6 end of the year or within what period of time?

7 A Yes, by December.

8 Q So by the end of the year MCI expects to have in
9 place ten local switches in the State of Florida?

10 A Yes.

11 Q How many of those switches handle only or will
12 handle only Internet traffic?

13 A Let's see. Two.

14 Q And by saying that they handle only Internet
15 traffic, these are not switches that are going to be
16 handling residential voice calls, for example?

17 A Well, let me backup. I will say yes to your
18 answer. But technically speaking one of the switches, the
19 one that just went up, could handle traffic in both
20 directions, we just chose to use it for what we are using
21 it for. And the one that is going to come up next will
22 handle the ISP, so it is kind of a yes and a no.

23 Q And when you say that the one that is currently
24 activated, the purpose for which you are using that one
25 switch is to handle Internet traffic only?

1 A Yes.

2 Q To your knowledge how many customers does MCI
3 provide local office to in the State of Florida using
4 those eight switches currently and the 172 miles of local
5 fiber?

6 A I don't have a clue.

7 MR. ROSS: Mr. Chairman, may I ask Mr. Goggin to
8 hand the witness an exhibit? And this exhibit is
9 confidential, or at least it has been designated as such
10 by MCI. I don't believe a request for confidential
11 classification has actually been filed, but we agree to
12 treat it as proprietary.

13 MR. MELSON: Yes. It is an exhibit probably
14 more properly for Mr. Price, but if they want to use it
15 here.

16 BY MR. ROSS:

17 Q Mr. Olson, the document I have handed you
18 consists of a letter from counsel for MCI WorldCom to
19 BellSouth with an attachment which is designated as MCI
20 WorldCom's response to BST Interrogatory Number 62, do you
21 see that?

22 A I can see the 62, yes. The rest of it is really
23 hard to see it is so small.

24 MR. ROSS: Commissioner Jacobs, BellSouth would
25 ask that this be marked as the next exhibit, which I .

1 believe is Exhibit 14.

2 COMMISSIONER JACOBS: That's correct. And we
3 will mark it as confidential exhibit, interrogatory
4 responses.

5 MR. ROSS: Thank you.

6 (Confidential Exhibit Number 14 marked for
7 identification.)

8 BY MR. ROSS:

9 Q And just so the record is clear, Mr. Olson,
10 Interrogatory Number 62 specifically asked MCI WorldCom to
11 identify by wire centers served by BellSouth's tandem
12 switch the number of customers in each wire center to
13 which MCI WorldCom provides telephone exchange service?

14 A Yes, that is what I see in the table.

15 Q Now, without divulging the specific number of
16 customers that MCI WorldCom is serving in the State of
17 Florida, is it fair to say that it is less than 1,000?

18 A That would be reasonable.

19 Q And, in fact, isn't it fair to say that it is
20 less than 500?

21 MR. MELSON: Objection. At some point he is
22 going to get to confidential information, and 1,000 is
23 probably close enough.

24 MR. ROSS: I will withdraw the question. I
25 certainly do not intend to divulge the specific number,

1 which I'm not even sure the total number of customers is
2 proprietary, but I'm not going to press the issue.

3 BY MR. ROSS:

4 Q With those less than 1,000 customers you are
5 going to have ten switches in the State of Florida?

6 A Yes.

7 Q And in your direct testimony at Page 4, Lines 3
8 through 5, where you talk about WorldCom's goal to reach a
9 broad array of customers focusing initially on businesses,
10 do you see that?

11 A Yes.

12 Q Is it fair to say that four years after the
13 passage of the 1996 Act that WorldCom is still focused
14 exclusively on business customers?

15 A I guess so.

16 Q And I guess -- were you present when Ms.
17 Lichtenberg testified this morning?

18 A Yes, but I really wasn't in the zone while she
19 was talking.

20 Q Okay. Now, I have heard discussions in the
21 press about MCI WorldCom's desire to possibly sell its
22 residential long distance business. Have you been privy
23 to any of those discussions publicly or privately with MCI
24 WorldCom?

25 A No, sir.

1 MR. O'ROARK: Objection, Your Honor. We are
2 getting into proprietary information and it is not
3 relevant to this case.

4 MR. ROSS: I was just stating if he had ever
5 heard or read in the press any statements by MCI WorldCom
6 to that effect, and I don't see how it is proprietary.

7 MR. O'ROARK: It is still not relevant.

8 COMMISSIONER JACOBS: Probably that kind of
9 information, although in the context of the question it is
10 fairly speculative and based on general press reports
11 probably it would be best to avoid.

12 MR. ROSS: Okay.

13 BY MR. ROSS:

14 Q When we talk about interconnection, Mr. Olson,
15 we are talking about physically linking BellSouth's
16 network and MCI's network, is that correct?

17 A Yes.

18 Q And, for example, if BellSouth and MCI were to
19 interconnect in Miami, BellSouth's switch and MCI's local
20 switch in Miami would have to be physically connected in
21 some way, is that correct?

22 A Yes, just like we do at the new 5E with the
23 SONET meet.

24 Q And generally the switches would be
25 interconnected by means of some fiber facility, typically

1 a DS-3 or a DS-1, is that correct?

2 A I guess, yes, it would be that. I mean, usually
3 OC48 between and then we connect at a T-1 level to a
4 switch.

5 Q And you put -- you actually put trunks on the
6 DS-3 or the OC48 facilities, is that correct?

7 A Yes.

8 Q Now, Issue 34 deals with whether the trunks
9 interconnecting BellSouth's and MCI's networks will be
10 two-way trunks or one-way trunks, is that correct?

11 A That's correct.

12 Q And would you agree with me that two-way trunks
13 may not be more efficient than one-way trunks for traffic
14 that flows in one direction?

15 A Could I back up to that last question before I
16 answer this one, because I don't -- I thought you said
17 one-way or two-way?

18 Q Yes.

19 A Because generally a combination is fine of
20 one-ways and two-ways to get the kind of network you want.

21 Q I'm sorry, I will ask the question again so
22 there is no confusion. My question was with respect to
23 the dispute between the parties here, this issue relates
24 to whether trunks interconnecting BellSouth's and MCI's
25 network will be two-way trunks or one-way trunks from

1 BellSouth, is that correct?

2 A No, I don't think that is what it is. I think
3 it says in there that it could be one-way or it could be
4 two-way or a combination. I think the real crux here is
5 if we put in two-ways whether BellSouth will put any
6 traffic on them unless I read it wrong.

7 MR. ROSS: May I approach the witness, Mr.
8 Chairman?

9 COMMISSIONER JACOBS: You may.

10 BY MR. ROSS:

11 Q Mr. Olson, I have handed you a transcript from
12 the arbitration in Georgia at which you testified, is that
13 correct?

14 A Yes.

15 Q And at Lines 7 through 9 of that transcript did
16 I not ask you -- were you not asked the question of
17 whether or not this issue deals with whether the trunks
18 interconnecting BellSouth's and MCI's network will be
19 two-way trunks or one-way trunks, and you answered that
20 question correct?

21 A Yes, I did. And, let's see. It doesn't
22 necessarily preclude the possibility that they could be
23 used in combination, but, yes, that is the way I said it.
24 It was probably my error.

25 Q Going back to my follow-up question, would you .

1 agree that two-way trunking may not be more efficient than
2 one-way trunking for traffic that flows in one direction?

3 A Yes. If you are using traffic like 911, or DA,
4 or, you know, something where it is obviously only going
5 to flow in one direction, yes, then you use one-way
6 trunking.

7 Q And MCI does, in fact, have one-way trunks
8 within its own local network, is that correct?

9 A Yes, we do. And just to explain how we use
10 one-way trunking, in Miami right now with the new switch
11 coming in, I am moving customers around. So because there
12 is like a 66-day delay when you do a code change in the
13 LERG, what we generally do is we plan a one-way trunk from
14 the switch where the customers are and then we put in the
15 code change to the new switch, and then we put in a
16 one-way trunk group between the old and the new and that
17 way we can migrate the customers when they can give us
18 releases, and we don't have to go through the rigmarole of
19 the formal process of making code changes. So it is
20 really quite efficient for us.

21 COMMISSIONER JACOBS: Are you saying code
22 changes?

23 THE WITNESS: Code. For instance -- I can't
24 think of -- it's 305, I think it is 521 is on one of our
25 switches in Miami, and we have got all the customers on .

1 one switch. And what we are doing is we are moving that
2 code over to the new switch and then we are going to come
3 right behind it and move the customers. But we can do the
4 customers kind of as you want.

5 COMMISSIONER JACOBS: So you group all customers
6 in an NXX for a move and do it that way?

7 THE WITNESS: Yes, sir.

8 COMMISSIONER JACOBS: I see. Thank you.

9 BY MR. ROSS:

10 Q Mr. Olson, you are not testifying that the only
11 time MCI uses one-way trunks in its network is in
12 connection with activating new switches, are you?

13 A Oh, no.

14 Q In fact, MCI uses one-way trunks to handle
15 internet traffic for its own customers, is that correct?

16 A Yes.

17 Q And BellSouth has agreed to provide MCI with
18 two-way trunks anytime MCI wants those trunks, is that
19 correct?

20 A Yes. They have agreed to provide them, but they
21 haven't agreed that they will put any traffic on them from
22 their end.

23 Q And MCI also has reserved to itself the right to
24 designate one-way trunks from its switches to BellSouth's,
25 correct?

1 A Could you say that again, please.

2 Q Yes. MCI has reserved for itself the right to
3 designate one-way trunks from its switches to BellSouth's,
4 is that correct?

5 A Yes.

6 Q In fact, MCI has inserted a provision in the
7 interconnection agreement that allows MCI to designate
8 what would normally be a two-way trunk as a one-way trunk
9 when it flows from MCI's switch to BellSouth switch,
10 correct?

11 A Yes. And it is really very similar to -- well,
12 I have a new switch going in Orlando. And in our dealings
13 with Sprint, Sprint asked us if we would put all of the
14 trunks in between our two switches as two ways and then
15 directionalize them. And the reason they wanted to do it
16 that way is because they had some technology changes
17 coming up next year, and once they made the adjustments
18 they would be able to use those trunks two-way. And that
19 wouldn't force them to go back in and re-engineer the
20 trunks, it would be simply a code change and then they
21 would be in business. So that was agreeable with us and
22 that is the way all the trunks are going in with Sprint.

23 COMMISSIONER JABER: Why do you use one-way
24 trunking for Internet service?

25 THE WITNESS: If you have two-way trunking then

1 you have to provide 911 service because there may be a
2 possibility -- and I'm going to take these off so I can
3 see and hear.

4 COMMISSIONER JABER: I'm over here.

5 THE WITNESS: I'm sorry. I can read with these,
6 but I sure can't see very far with them.

7 COMMISSIONER JABER: That's all right. I have
8 the same problem. And hearing, too. I can't hear,
9 either.

10 THE WITNESS: If we were to put in two-way
11 trunks, then there is always the possibility that there
12 could be an outgoing call. And if only one outgoing call
13 could be possible, then you have to go through the 911
14 process and have that service available. So by making it
15 one way you eliminate that requirement. Or what you
16 really do is you keep from messing up and then violating
17 the rule on 911.

18 BY MR. ROSS:

19 Q And just to follow-up Commissioner Jaber's
20 question, with Internet traffic it is only going in one
21 direction, is that correct?

22 A Yes, it is. That is the way technology is
23 today.

24 Q And just so the record is clear, is it fair to
25 say that MCI can have one-way trunks if it wants them or .

1 it can have two-way trunks if it wants them?

2 A Yes.

3 Q And the dispute between the parties is if
4 BellSouth wanted to have a one-way trunk group from its
5 facilities to MCI, MCI wants the right to say, no,
6 BellSouth, you must actually use two-way trunk groups, is
7 that fair?

8 A Yes, it's fair. But I think from -- am I
9 getting through all right? I'm watching you now. The
10 implication here is that if the Commission says, okay,
11 WorldCom, you can make BellSouth give you two ways that we
12 are just going to go nuts and make them change all of
13 their one-ways to two-ways, and that is not really the way
14 it happens. And just to give you an example, and I will
15 take a -- say you have an end office in Miami and it has
16 got ten T-1s of trunks coming into our switch.

17 I mean, everybody knows that Miami is just
18 exploding and there is tandem exhaust and there is end
19 office termination congestion, so our engineer looks at
20 what is going up the pike to the tandem and it discovers
21 that it has got maybe half a T-1 worth of traffic going to
22 this particular end office. And the engineer looks at
23 that end office and says, hey, I have got ten T-1s coming
24 from BellSouth. What is really going to happen is the
25 engineer is going to say -- he is going to call

1 BellSouth's engineer and say, hey, we need -- if we
2 convert one of those T-1s to two-way, then our routing
3 people will direct all those codes that are going up on
4 the tandem on that two-way trunk group. So it is not like
5 we are going to change all ten.

6 Now, if you take that a little further, and now
7 you are starting to overflow that two-way, and both of the
8 engineers -- I mean, the systems, they just ask for
9 exceptions. So they get an exception that says, hey, you
10 are overflowing past whatever percentage is reasonable.
11 One engineer will call the other one and ask, well, what
12 percent are you overflowing. Now, the WorldCom may not be
13 overflowing that two-way, you know, more than 5 or 10
14 percent. Well, that is well within engineering standards.
15 But if the BellSouth engineer is overflowing 50 percent,
16 then the WorldCom isn't going to say, hey, let's make the
17 next one a two-way.

18 Obviously the pressure is coming from the
19 BellSouth side, so the obvious thing to do is to add
20 another one way. But by that same token, if both sides
21 were overflowing fairly close to that engineering limit,
22 then it would make more sense to add another T-1 or
23 convert one of those T-1s to either two-way or add another
24 two-way trunk group. So then the BellSouth one-way would
25 overflow to the two-way trunk group; and, of course, that

1 two-way to us would overflow to the BellSouth tandem. I
2 mean, that is the way it works. It is not all or nothing.
3 It is both sides.

4 BellSouth has a really good traffic engineer in
5 Miami and we have a really good one. And they will make a
6 sound engineering decision, you know, on what to do. It
7 is not all or nothing. And I think that is where we kind
8 of get mixed up here. It seems like it is all or nothing,
9 but it really isn't if you are doing your engineering
10 right.

11 Q Just to follow that up, Mr. Olson, if there is
12 an issue about a one-way trunk and your engineer in Miami
13 said we think it ought to be two-way and BellSouth's
14 engineer in Miami said, no, we think it ought to be
15 one-way, then the way this dispute is going to be resolved
16 under MCI's proposal is by saying MCI gets it to be
17 two-way. And that is going to be the result if the
18 language that MCI has proposed is put in this
19 interconnection agreement, correct?

20 A That's correct. And I think the intent is to
21 slant the decisions in favor of the ALEC. I mean, I
22 really -- if it comes down to -- and we are really kind of
23 splitting hairs here, but to make sure that we are
24 competitive and we are viable, this isn't going to
25 bankrupt either company, but I think we really need -- we

1 need to be the ones to say, yes, we need it. Because the
2 BellSouth engineer has to look at a lot of different end
3 offices and has a lot of different pressures to respond
4 to. It is not just WorldCom, they have got all kinds of
5 other companies. And they have their internal pressures
6 that they have to deal with.

7 On the other side, I think our engineers have a
8 smaller field to look at, and I think we are capable. And
9 I think our track record for engineering judgment anyway
10 since -- well, I have been hired, I have been working for
11 WorldCom since August of '98, and I think that my
12 particular track record dealing with BellSouth has been
13 really reasonable. And I have some examples if we need to
14 talk about them. But, I mean, that is what it boils down
15 to, you know, is reasonableness.

16 Q Well, I guess I want to get back to something I
17 thought I heard you say earlier in your response. Is it
18 your view that it is reasonable for this Commission to
19 decide these arbitration issues so that they are slanted
20 in favor of MCI WorldCom, is that your position?

21 A No, I didn't say slanted in MCI WorldCom's
22 position. I would take this all the way back to '84 when
23 I worked for AT&T and worked the breakup of AT&T. The
24 playing field was never level. I mean, it was slanted
25 heavily in favor of the Bells, and I dealt with that. And

1 I know for a fact how slanted it was. In '96 the FCC did
2 the same thing. They wanted to make sure that there was
3 competition out there. And there is really no business
4 reason for BellSouth to cooperate because there wasn't
5 business. So a level playing field doesn't work. You
6 have to slant it towards the people you want to come into
7 the business, and I guess, hey, we are one of them.

8 Q Okay. So you are not here asking the Commission
9 for a level playing field, you are asking the Commission
10 for a slanted playing field in favor of MCI WorldCom?

11 A I think the Commission already knows that it is
12 going to be slanted. I'm just saying the obvious. I
13 mean, I have gone down that trail twice already.

14 COMMISSIONER JABER: When do you know that, when
15 do you know when to stop slanting decisions or policy
16 towards the ALEC? If WorldCom can by the end of the year
17 increase its competition in Florida, it's presence in
18 Florida, when is the point you know when the playing field
19 has been leveled, if not slanted toward the ALEC?

20 THE WITNESS: I think the Commission itself is
21 going to know, because you folks pull in all the data from
22 all the companies. I mean, I agree, I see it from one --
23 through one pane of glass, but it all comes up to you
24 folks. And, you know, when you decide in Florida enough
25 is enough, that it looks good to you, you will tell us all

1 what we are all supposed to do and we will do it.

2 COMMISSIONER JABER: What kinds of things should
3 we be looking for?

4 THE WITNESS: I think the critical thing is
5 customer spread and how easy it is. And I will just -- I
6 will use the unbundled elements. If somebody wants to
7 come into Florida and offer local service, is it going to
8 be transparent to the user to switch from BellSouth to
9 whomever or is there going to be a little hanky-panky
10 there and you send in an order to change from one company
11 to another one and halfway through the order someone
12 changes the code that calls for caller ID with name. And
13 then the next thing you know the order is rejected and
14 then you have got to go tell the customer, well, hey, I'm
15 sorry, we can't provide your service as we told you, but
16 that disconnect with BellSouth has been worked so you
17 don't have any dial tone.

18 When you don't have that kind of arrangement,
19 and I went over this in Georgia because I was one of those
20 people, so I am kind of sensitive to that. And I have a
21 wife and two teenagers, and for about three months every
22 day I was reminded about transparent to the user because I
23 switched to AT&T and my phone was hosed for quite a few
24 months. So, when those kinds of things don't happen and
25 everybody -- there is a lot of married folks in here with

1 kids and, you know, when things are working good then you
2 don't get abused. But when you do something especially
3 with the phone and mess it up, you hear about it. And I
4 guess when you can do that without hearing about it, then
5 things are good.

6 COMMISSIONER JACOBS: Mr. Ross, do you have much
7 more? I don't want to rush you, but if it is a good time
8 we can go ahead and take a break.

9 MR. ROSS: This is a fine time. Well, if I
10 could just have one question just before we -- just so I
11 can leave this whole area.

12 COMMISSIONER JACOBS: Okay.

13 BY MR. ROSS:

14 Q Getting back to the original question about the
15 one-way versus two-way trunks, which is where I think we
16 started here. Even if the traffic may be going all in one
17 direction from BellSouth to MCI, BellSouth would not be
18 able to use a one-way trunk group under MCI's proposal, is
19 that correct?

20 A Yes, that is correct if the traffic engineer for
21 absolutely no engineering reason at all said I want to
22 make that one-way two-way. I guess that would be an
23 extreme, but you're right. But I don't think it is
24 reasonable to assume that Fred Kaufman (phonetic) would
25 ever do something like that.

1 COMMISSIONER BAEZ: Mr. Olson, previously you
2 described a situation where because of overflow, I think
3 you called it, there would be a decision or an alternative
4 available to switch a one-way trunk to a two-way trunk, is
5 that correct?

6 THE WITNESS: Yes.

7 COMMISSIONER BAEZ: Then how -- I guess I'm
8 trying to understand how BellSouth's ability to make at
9 least an initial determination on their side that a
10 one-way trunk for their traffic is appropriate denies --
11 would deny WorldCom the ability to later, as necessary,
12 request a two-way trunk, or convert that one-way to a
13 two-way trunk. And is there any -- what are the problems
14 involved in that, how is that inefficient?

15 THE WITNESS: The problem is that BellSouth
16 doesn't want to put any traffic on that two-way. If we
17 asked for a two-way trunk group, they just want to keep
18 using their one-way. So then what is the point of putting
19 a two-way in?

20 COMMISSIONER BAEZ: But if you have converted, I
21 guess, in an instance where you have said -- and maybe I
22 am misunderstanding the whole concept of the conversion,
23 but if you have converted that one-way trunk to a two-way
24 trunk, then you don't -- you no longer have a one-way
25 trunk that is -- that one-way trunks doesn't exist

1 anymore.

2 THE WITNESS: Yes, I understand what you are
3 saying, and that would be if you folks decided to give us
4 the power to say you will change that to two-way. But if
5 we can't, if we can't tell them to do that or can't cause
6 them to do that, then what would happen is we would have
7 to put in another T-1 of two-ways. And the example I used
8 was their traffic engineer decided that they only needed
9 ten T-1s incoming into us, well, then we would have their
10 ten T-1s --

11 COMMISSIONER BAEZ: One-way.

12 THE WITNESS: -- one-way coming into us and we
13 would build one T-1 of two-ways to that end office, so now
14 we have 24 ports being used on our switch, 24 ports being
15 used on their switch --

16 COMMISSIONER BAEZ: Each going one way.

17 THE WITNESS: -- and essentially working in one
18 direction, when you would gain zero network efficiencies
19 by doing it that way.

20 COMMISSIONER BAEZ: Now, does that technical
21 reality cause the ILEC economic -- I mean, is that causing
22 them an economic burden by doing that?

23 THE WITNESS: Well, maybe in 1968 it would, but
24 nowadays -- when I was wiring switches you had a different
25 kind of trunk equipment for whether it was a one-way in or

1 a one-way out or a two-way. They were all different and
2 there were different ways of measuring. They used meters
3 and they took pictures of the numbers and it was all
4 manual stuff. But nowadays the switches really don't care
5 whether they are used as incoming or outgoing or both
6 directions. They don't even care whether it is dial tone
7 or rotary.

8 COMMISSIONER BAEZ: So there is no economic
9 incentive for the ILEC not to create the situation that
10 you have described?

11 THE WITNESS: Not from a switching standpoint.
12 And I believe if my memory serves me correctly you said
13 there is an administrative function there, but see,
14 engineers they just -- they go into the program that
15 assembles all the data and they set exception levels. And
16 then when the exception level is reached, it spits out a
17 report. So it's not like three or four people are moving
18 numbers around and doing a lot of manual work. Whether it
19 is a one-way in, whether it is used for one-way or two-way
20 it is the same data collection device and it is the
21 same -- really the report is just formatted a little
22 different.

23 COMMISSIONER BAEZ: Thank you.

24 COMMISSIONER JACOBS: Real quick.

25 MR. ROSS: Just to follow-up Commissioner Baez'.

1 question.

2 BY MR. ROSS:

3 Q BellSouth is willing to agree to language that
4 basically provides that the parties will use two-way
5 trunking when they mutually agree to do so, isn't that
6 fair?

7 A Is it fair? Yes, it's fair when you mutually
8 agree. But we want to make sure that there are no -- that
9 the engineers don't have help from staff about whether
10 they are going to agree to it or not. And I hate to get
11 in another long session, but they have had help before and
12 it delayed my switch, the Miami switch that just came up,
13 it delayed it seven months because the engineers had help
14 from their staff.

15 COMMISSIONER JACOBS: Let's take a break for ten
16 minutes. We will be back.

17 (Recess.)

18 COMMISSIONER JACOBS: Go back on the record.

19 BY MR. ROSS:

20 Q An issue in dispute, and you mention this in
21 your summary, deals with trunk fragmentation, is that
22 correct?

23 A Yes.

24 Q And the language that WorldCom has proposed and
25 that it presumably wants this Commission to adopt is set .

1 forth on Page 30, Lines 11 through 14 of your testimony,
2 is that correct?

3 A Yes.

4 Q And this language explicitly includes the
5 following statement, "An option for two-way trunking where
6 mutually agreed to." Do you see that?

7 A Yes. Line 13?

8 Q Yes. Is that language MCI has proposed?

9 A Yes.

10 Q Now, the real issue here, although we talk about
11 trunk fragmentation, the dispute involves whether transit
12 traffic should be routed on a separate trunk group as
13 proposed by BellSouth, or whether it should go on the same
14 trunk group as local and intraLATA toll, is that fair?

15 A Yes. And we feel you get better trunk
16 utilization by combining that traffic with all the other
17 ones. There is really no technical reason why you can't
18 do it.

19 Q And just so the record is clear, transit traffic
20 is traffic to or from an MCI end user, from an end user of
21 a third-party carrier that transits BellSouth's network,
22 is that correct?

23 A Yes, it is.

24 Q And the reason there is this thing called
25 transit traffic is because MCI may not be interconnected.

1 directly for whatever reason with every ALEC or
2 independent company in the State of Florida?

3 A Yes.

4 Q And let's just take an example. If MCI makes
5 the decision not to interconnect directly with AT&T, if
6 the AT&T customer wanted to call an MCI customer, that
7 call would go through BellSouth's network and then
8 eventually get to MCI, is that correct?

9 A Yes.

10 Q And that is what we call transit traffic?

11 A Yes.

12 Q And if, in fact, MCI were directly
13 interconnected to AT&T in the hypothetical we were just
14 discussing, there would be no such thing as transit
15 traffic because the traffic would be handled directly
16 between the two carriers?

17 A Right. If the engineering guidelines -- if
18 there wasn't enough traffic to support using a T-1, then
19 economically, you know, it wouldn't be a good utilization
20 of the ports on the switch to do it that way.

21 Q To your knowledge does BellSouth have transit
22 traffic of its own that MCI is being asked to handle?

23 A No.

24 Q To your knowledge do different billing
25 arrangements apply to transit traffic as opposed to local-

1 traffic that may be originated between BellSouth and MCI?

2 A I know that there is a tandem access fee that we
3 pay our -- maybe it's called a tandem transit, but
4 essentially it pays them for switching that call at the
5 tandem to get it to wherever it is going. But other than
6 that I don't know.

7 Q Do you know that reciprocal compensation would
8 apply between BellSouth and MCI for local traffic that we
9 are originating and terminating?

10 A Yes.

11 Q And the reciprocal compensation that we pay one
12 another is different than the tandem transit rate you just
13 referred to, is that correct?

14 A Yes.

15 Q Now, you mentioned that there was no technical
16 reason why transit traffic cannot be included on the same
17 trunk group as local traffic. Are you an expert in
18 billing systems either for MCI or for BellSouth?

19 A I knew I dug a hole for myself on that one as
20 soon as I said it. No, I am not. And let me add that if
21 you had up-to-date electronic systems that could do the
22 recording, then it wouldn't be a problem. But if you had
23 old switches or old equipment, then it could give you a
24 problem.

25 Q And let's assume for purposes of my question,

1 without using pejorative terms, that BellSouth's systems
2 do not have the capability to separate or distinguish
3 transit traffic from local or intraLATA toll on the same
4 trunk group. Might that not be a technical reason why
5 this traffic ought not to be co-mingled?

6 A Oh, yes. I mean, if it is not technically
7 feasible, then really there would be no point in asking
8 for it. But I believe BellSouth has got a pretty robust
9 and new network. And in the majority of cases it should
10 be possible, especially at a tandem level. I don't think
11 there is really old tandems out there any more, all of the
12 ones are state of the art.

13 Q Do you have first-hand knowledge as to whether
14 or not BellSouth's switches can currently distinguish
15 transit traffic from local traffic that MCI and BellSouth
16 are exchanging?

17 A This is a yes and a no.

18 Q Okay.

19 A I have heard out of school that BellSouth still
20 regards us as Brooks (phonetic), MCI and MFS in some
21 situations. So I have to infer from that that maybe their
22 systems aren't up to speed in all areas, but I don't know
23 generally because I'm not BellSouth.

24 Q You say BellSouth refers to you as Brooks, MFS,
25 MCI, and WorldCom, is that --

1 A What I said was I had heard from someone, a
2 BellSouth person, and this is strictly out of school, but
3 it is on the record now, I guess, that they still look at
4 us separately in some situations.

5 Q Do you know whether, in fact, BellSouth has an
6 interconnection agreement with Brooks Fiber in Mississippi
7 and Tennessee?

8 A No, I don't.

9 Q And do you know whether or not BellSouth has
10 interconnection agreements with MFS?

11 A In Florida?

12 Q Anywhere in BellSouth's region.

13 A I think we opted into the Sprint ones. I do
14 have it on my computer, the latest -- you know, where we
15 are. But when I was younger my memory was a whole lot
16 better.

17 Q I guess I'm having trouble understanding how it
18 is -- how BellSouth deals with the various MCI affiliated
19 companies has to do with the ability of BellSouth's
20 billing systems to distinguish or switches to distinguish
21 transit traffic from local traffic when it is carried over
22 the same trunk group?

23 A I was talking about the ability to record, so I
24 guess I was generalizing that if you still have to
25 separate -- if you are still looking at us as different .

1 companies that in some locations that that would also
2 carry over into whether or not you could distinguish
3 between transit and local. Maybe that is just a bad
4 assumption on my part, but that is the way I read it.

5 Q Let's talk about Issue 36, which deals with
6 point of interconnection. There is no dispute in this
7 case that MCI has the right to interconnect at any
8 technically feasible point on BellSouth's network, is that
9 right?

10 A That's correct.

11 Q And the dispute on this issue really centers
12 around who pays for MCI's choice of where to interconnect
13 on BellSouth's network, is that fair?

14 A No, I don't think so. I think the issue is
15 whether or not the FCC has given WorldCom the right to
16 pick the poise period. Either for your traffic or for our
17 traffic it is where you exchange traffic who gets to pick
18 that point.

19 And just so the Commission doesn't think that we
20 are arbitrary about that, and it is always going to go in
21 our way when we pick the point of interface, I can cite
22 you two examples this year in Pompano Beach where -- I'm
23 the guy that wrote up the network design for the
24 architecture, so when I presented the plan to BellSouth
25 for the new Pompano switch I had one POI, and the POI that

1 I had selected was in the BellSouth Fort Lauderdale MR
2 Building. And then I had the kick-off meeting and one of
3 the Bell engineers said, "Hey, we have got a fiber in your
4 building at Pompano already and we have spare capacity on
5 the OC48. Why not have our outgoing traffic to you hand
6 off -- make the POI in that building for that trunk group
7 and hand it off there."

8 And when I looked at the implications of what
9 that engineer suggested, I realized that if I did it that
10 way, as they suggested, now I've got network diversity,
11 I've got a more robust network really for both of our
12 customers, and really the cost was no transport for us.
13 We would lose the transport element because of where the
14 POI was. But network-wise, I mean, that was the right
15 thing to do. And I did it again with this other switch,
16 proposed the same thing. The only problem with this one
17 is they ran out of capacity at Pompano so I offered them
18 some spare capacity on our facility. And they said they
19 were going to take four to six months to get their augment
20 in, and as soon as they got the augment in to roll it over
21 just so we could maintain the integrity of the network.

22 And, I mean, that is the thing I want to get
23 across, that I've got a track record of using engineering
24 logic to make the decision and not just arbitrarily say
25 you will do it this way and that is, you know, the end of.

1 it.

2 Q And I appreciate your answer, but this issue is
3 not about you and it is not about BellSouth's engineers in
4 Miami or Pompano Beach. It is about the contract language
5 that governs the respective relationships between our
6 companies, isn't that correct?

7 A Yes, it is. But I really believe that a track
8 record is something that you have to look at. You know,
9 what has -- what has the person or the company that you
10 are dealing with, you know, what kind of track record do
11 they have when it comes to similar issues. And we have
12 this issue here. And we approached it and we solved the
13 issue using sound engineering judgment.

14 Q But the language that is at issue here does not
15 contemplate anything that you have just described, which
16 is a collaborative process where you sit down with our
17 engineers and we talk together, and we work it out, and we
18 come up with a decision that is in both of our companies
19 interests, isn't that correct?

20 A That's correct.

21 Q And just getting back to my original question
22 which was -- I just want to frame the issuing before we
23 get too far down the rode. The issue here involves
24 imposing on BellSouth the financial burden of taking a
25 call from one local calling area to a point outside that .

1 local calling area, correct?

2 A Yes.

3 MR. ROSS: And just so we can maybe just frame
4 the issue a little more clearly, if I could, Mr. Chairman,
5 ask that the witness be handed an exhibit.

6 Commissioner Jacobs, BellSouth would ask that
7 this be marked as Exhibit 15.

8 COMMISSIONER JACOBS: Very well. We should
9 label it diagram.

10 (Exhibit Number 15 marked for identification.)

11 BY MR. ROSS:

12 Q Mr. Olson, I think you have seen a diagram like
13 this from other states like North Carolina and Georgia, is
14 that correct?

15 A Yes, sir.

16 Q And this diagram is to essentially depict an
17 interconnection type of arrangement in Florida, is that
18 fair?

19 A Yes.

20 Q And it looks somewhat confusing because there
21 are a lot of lines and a lot of circles, but let's see
22 maybe if we will be able to explain what this is.
23 Essentially we have an MCI switch in Orlando, and that is
24 at the bottom of the page, do you see that?

25 A Yes.

1 Q And on the other side of the LATA is the
2 Jacksonville local calling area and the Lake City local
3 calling area, do you see that?

4 A Yes.

5 Q And there is a BellSouth end office in the Lake
6 City local calling area and a BellSouth end office in the
7 Jacksonville local calling area, correct?

8 A Yes.

9 Q And you have, of course, the tandem, BellSouth's
10 tandem in the Jacksonville local calling area?

11 A Yes.

12 Q And we also have marked on the diagram BellSouth
13 and MCI end users in each local calling area, correct?

14 A Yes, I see that.

15 Q And we have assumed for purposes of this diagram
16 that the point of interconnection is at the BellSouth
17 tandem in the Jacksonville local calling area?

18 A Yes.

19 Q Now, let's just talk about one flow of traffic,
20 and that would be an MCI customer in Jacksonville calling
21 a BellSouth customer in Jacksonville. Do you see that?

22 A Yes.

23 Q Under this diagram the MCI customer in
24 Jacksonville would draw dial tone from the MCI local
25 switch in Orlando, correct?

1 A Correct.

2 Q And so the call would go from the MCI end user
3 in Jacksonville to MCI's switch in Orlando to BellSouth's
4 tandem in Jacksonville, and then on to the end office and
5 eventually to the BellSouth end user in Jacksonville,
6 correct?

7 A Yes.

8 Q And MCI is responsible for providing all the
9 facilities from the point of interconnection in
10 Jacksonville to its switch in Orlando, correct?

11 A Yes, and to its customer.

12 Q And to its customer, the loop or whatever
13 facilities it is using to serve that customer, correct?
14 Is that correct?

15 A Yes.

16 Q And MCI would be responsible in the scenario we
17 just described for paying BellSouth reciprocal
18 compensation for handling the call from the tandem to the
19 end user through the end office, is that correct?

20 A Yes.

21 Q And there is no dispute about that traffic
22 pattern that we just described?

23 A No.

24 Q The dispute really is what happens in the
25 scenario where looking over at Lake City, the BellSouth .

1 end user calls an MCI end user in the Lake City local
2 calling area, correct?

3 A Yes.

4 Q And in order to make that call work, BellSouth
5 is going to have to take the call from its end office and
6 MCI wants BellSouth to take that call from Lake City to
7 the point of interconnection in Jacksonville where it
8 would hand the call off to MCI which would take it to the
9 MCI customer in Lake City, correct?

10 A Yes.

11 Q Assume that there are no interconnection trunk
12 groups between Lake City and Jacksonville. MCI's position
13 is that BellSouth would have to build those facilities in
14 order to get that call from Lake City to Jacksonville and
15 back to the end user in Lake City?

16 A Could you say that one more time?

17 Q Sure. And it is kind of a convoluted question,
18 but on this diagram where we have the interconnection
19 trunk groups between the BellSouth end office in Lake City
20 and the tandem in Jacksonville, do you see that?

21 A Yes.

22 Q Let's assume that they are not there. That the
23 trunk groups are not there.

24 A It's a stretch.

25 Q It's a stretch, but assume that they are not .

1 there. Is it MCI's position that BellSouth would have to
2 put those interconnection trunk groups in place in order
3 to get that call from the BellSouth end user in Lake City
4 to the point of interconnection in Jacksonville?

5 A Yes. We would expect you to hand off that call
6 to our single point in the LATA.

7 Q And this is all -- all of this trunking going
8 from Lake City to Jacksonville is in order so that a
9 customer in Lake City can pick up the phone and dial
10 potentially their next door neighbor?

11 A Yes, sir. They could be calling that EUB in
12 Jacksonville.

13 Q In the example that we just described of
14 BellSouth having to put in interconnection trunk groups to
15 haul the traffic to the point of interconnection, how does
16 BellSouth recover the costs of those interconnection
17 facilities?

18 A You know, I don't know.

19 Q Now, do you have your direct testimony in front
20 of you?

21 A Sure.

22 Q On Page 25, I believe, of your direct testimony.
23 The question on Page 25, Mr. Olson, beginning at Line 10,
24 talks about -- describes your position that BellSouth is
25 fairly compensated if a single interconnection point is .

1 designated by WorldCom. Do you see that?

2 A Yes.

3 Q And in the example or the diagram that we have
4 marked as Exhibit 15, there is one interconnection point
5 designated by WorldCom, correct?

6 A Yes.

7 Q And in the answer to this question on Page 25
8 you discuss the fact that WorldCom must pay reciprocal
9 compensation for the traffic that would adequately
10 compensate BellSouth, correct?

11 A Yes.

12 Q Now, reciprocal compensation would not apply in
13 the situation that we just described where you have a
14 BellSouth end user in Lake City calling an MCI end user in
15 Lake City, correct?

16 A Yes.

17 Q In your view is there a difference between a
18 local network and a long distance network?

19 A Well, there is a difference, I guess, based on
20 what kind of call is being made. Can you give me a little
21 more?

22 Q Well, I can tell you that this exact question
23 was asked in Georgia, whether there is a difference
24 between the local network and a long distance network, and
25 I believe you answered that question in the affirmative..

1 Is your testimony the same here?

2 A Yes.

3 Q And would you agree with me that in the diagram
4 that we have just been looking at, Exhibit 15, if a
5 BellSouth end user in Lake City were to call a BellSouth
6 end user in Jacksonville, that would be a long distance
7 call?

8 A If they are not in the same local calling area,
9 then it would be an LD.

10 Q It is MCI's view that when MCI clamps onto
11 BellSouth's facilities, for lack of a better word, in the
12 Jacksonville local calling area, MCI also gains access to
13 the Lake City local calling area, correct?

14 A Yes. We only have one POI in a LATA. So, you
15 know, anything that is in that LATA we would have access
16 to from whatever POI we selected.

17 Q And in MCI's view it is BellSouth's
18 responsibility to get all of the traffic anywhere in the
19 LATA to the point of interconnection designated by MCI,
20 correct?

21 A Yes. Just as we are expected to haul our
22 traffic from wherever that customer is to that point for
23 handoff.

24 Q Let's talk about a world where maybe in the
25 future where LATA boundaries don't exist. Let's assume

1 for purposes of my question that all the RBOCs have long
2 distance relief and that the artifice of the LATA as a
3 result of divestiture is gone. Is it MCI's view that it
4 can designate a single point of interconnection, let's say
5 in the State of Florida, and let's say it is in Miami, and
6 that BellSouth would be responsible for hauling traffic
7 anywhere within the state to Miami in order to hand it off
8 to MCI?

9 A So there are absolutely no LATAs at all.

10 Q That's correct.

11 A I think that is beyond me now. I mean, if I
12 think about it, if Florida was only one LATA -- well,
13 there are no LATAs, so it kind of throws everything up in
14 the air, doesn't it?

15 Q Well, I guess I'm trying to understand the
16 principle or what is essentially the limit if there is any
17 on MCI's position as to how far BellSouth has got to haul
18 traffic. And my question simply is assume the LATA
19 doesn't exist, what is the next principle that MCI
20 believes ought to be followed in resolving this issue?

21 A I am really too low in the food chain to make
22 that kind of decision.

23 Q Okay. Now, just so the record is clear, it is
24 BellSouth's position, of course, that MCI can designate
25 its point of interconnection wherever it wants to,

1 correct?

2 A Yes. I think we would do at least one POI in
3 the LATA. And if we are driven to -- because of the
4 market to other places, well -- I mean, that is --
5 engineering, if engineering principles drive you someplace
6 else then, I mean, you do that.

7 Q Maybe you didn't understand my question, Mr.
8 Olson. I was talking about BellSouth's position. It is
9 BellSouth's position that MCI is free to designate a
10 single point in the LATA, designate a point of
11 interconnection within each local calling area wherever it
12 wants, correct?

13 A Yes.

14 Q And the issue then becomes if MCI designates the
15 point of interconnection in Jacksonville, should MCI have
16 to essentially compensate BellSouth for the facilities of
17 getting that call from Lake City to Jacksonville, correct?

18 A Should we have to compensate you for that?

19 Q Do you understand that to be BellSouth's
20 position?

21 A Yes. You want us to do that.

22 Q Yes. Would you agree that each
23 telecommunications carrier seeking to interconnect with an
24 ILEC should designate for each local calling area at least
25 one point of interconnection on the carrier's network?

1 A No.

2 Q And, of course, if MCI were to designate a point
3 of interconnection in Lake City as well as a point of
4 interconnection in Jacksonville, that would resolve the
5 question of who has to pay for the interconnection trunk
6 facilities between the two local calling areas, correct?

7 A Right.

8 MR. ROSS: Mr. Chairman, can I ask that Mr.
9 Goggin be so kind enough to hand the witness an exhibit?

10 COMMISSIONER JACOBS: Sure.

11 MR. ROSS: Mr. Chairman, the document that I
12 have handed out actually is attached to Ms. Cox' rebuttal
13 testimony, so I don't think we need to make it an exhibit,
14 but I believe it will facilitate the discussion if it is
15 in front of all the parties and the Commission.

16 BY MR. ROSS:

17 Q Mr. Olson, I think you recognize this document.
18 It is comments that MCI filed with the Federal
19 Communications Commission in 1996 that dealt with a number
20 of issues that the FCC was examining in connection with
21 its First Report and Order?

22 A Yes.

23 Q And some of those issues related to
24 interconnection, correct?

25 A Yes.

1 Q And if I could ask you to look at Page 40, and
2 this is only an excerpt, but it is the second page of the
3 document that I have handed you. If you look at about the
4 middle of the page, the second bullet point. MCI proposed
5 to the FCC in 1996 that each telecommunications carrier
6 seeking to interconnect with an ILEC must designate for
7 each local calling area at least one point of
8 interconnection, or POI, on the other carrier's network.
9 Do you see that?

10 A Yes, I did. That was a 1996 proposal. And
11 fortunately the FCC decided that wasn't a good thing to
12 do.

13 Q Well, actually what the FCC decided was that it
14 would leave it to the parties and the state commissions to
15 decide whether it is the right thing to do, correct?

16 A Right. And that really brings up a good
17 opportunity to talk about -- this particular drawing, I
18 mean, it is hypothetical. But we actually had a long loop
19 in Florida, and it was between Miami and Orlando. And the
20 reason I know is when I got the Miami switch I looked and
21 I found there were two Orlando rate centers that were on
22 the Miami switch.

23 And what really happened was last year we had to
24 do a review of all the NXXs that we had with minimum
25 customers on or no customers, and we ended up giving those

1 two back because we couldn't get any customers, because
2 the customers are so smart nowadays they have hired all of
3 these ex-telephone people. When they found out the switch
4 was in Miami, they don't want to do this kind of thing.
5 It wasn't reasonable.

6 So I know that we had those NXXs for over a year
7 in Orlando and didn't get one customer. And that is just
8 not the way you do business anymore. So, I mean, it is a
9 good hypothetical, but we had an actual, and it really
10 didn't work, so we don't do this kind of stuff anymore.

11 Q I was asking you about the comments that MCI
12 filed.

13 A Yes. And I was just going off that we proposed
14 that kind of thing, or I didn't, I wasn't around, but they
15 did propose it in '96. I mean, this is 2000. I mean,
16 that is a long time ago and hopefully people get smarter
17 over time. And that is just not the way to do business
18 today. But you're right, I mean, they did.

19 Q Can I ask you to look at Page 44 of the comments
20 which contains a diagram?

21 A Yes, I'm there.

22 Q And the diagram reflects, as I understand it,
23 MCI's proposed interconnection architecture, is that
24 correct?

25 A Yes, sir.

1 Q And kind of overlaying our discussion of
2 Jacksonville and Lake City, under MCI's proposal, MCI
3 would have a point of interconnection in Lake City which
4 we will call local calling area two, and it would have a
5 point of interconnection in Jacksonville which we will
6 call local calling area number one, correct?

7 A Yes.

8 Q Now, MCI provides service through SONET rings,
9 does it not?

10 A Yes, it does.

11 Q And is there anything in this diagram that MCI
12 doesn't use today in providing local service?

13 A I don't think so.

14 Q Is MCI willing to incorporate into the
15 interconnection agreement with BellSouth the terms of
16 local interconnection that MCI proposed to the FCC in
17 1996?

18 A I don't think so, no.

19 MR. ROSS: Commissioner Jacobs, BellSouth would
20 ask that Exhibits 14 and 15 be moved into evidence. And
21 BellSouth has no further questions for the witness.

22 THE WITNESS: Could I just add because there
23 wasn't a real space there between I finished and when Mr.
24 Ross starting speaking to you?

25 COMMISSIONER JACOBS: You want to complete the.

1 answer that you gave just to that last question or --

2 THE WITNESS: Yes. No, just the last one, just
3 before he started speaking.

4 MR. ROSS: As long I reserve the right to ask
5 him additional questions if it warrants it.

6 COMMISSIONER JACOBS: I think that is fair
7 enough. Go ahead.

8 THE WITNESS: I just wanted to add that while
9 this was proposed in 1996, you have to place yourself in
10 the time when those ideas came up. And like anything
11 else, time and circumstances change and you have got to
12 change with them. And this may have been good in '96 from
13 the way they saw it. But if you ask me that is not the
14 way I would draw it. That's all I wanted to say.

15 COMMISSIONER JACOBS: Any other questions?

16 MR. ROSS: That did not rise to the level of
17 additional questions.

18 COMMISSIONER JACOBS: Okay. Staff.

19 MS. CHRISTENSEN: Yes, staff has one question.
20 We did want to clarify for the record would that be
21 Exhibits 15 and 16? The confidential document, I think,
22 was moved in as 14. Am I not correct?

23 MR. ROSS: Yes.

24 COMMISSIONER JACOBS: The Confidential Exhibit
25 14, the diagram is Exhibit 15.

1 MS. CHRISTENSEN: And the comments --

2 MR. ROSS: The comments were attached to
3 Ms. Cox' rebuttal testimony, so it will come in the record
4 that way.

5 MS. CHRISTENSEN: Thank you.

6 COMMISSIONER JACOBS: Redirect.

7 MS. CHRISTENSEN: I'm sorry, I do have a
8 question. I just wanted to clarify that.

9 CROSS EXAMINATION

10 BY MS. CHRISTENSEN:

11 Q Mr. Olson, let me see if I can set up a
12 hypothetical situation, and hopefully you will understand
13 the hypothetical. Assume for purposes of this question
14 that BellSouth has three central offices, A, B, and C,
15 connected to a local tandem. And MCI is interconnected at
16 BellSouth's local tandem, and also to one of the BellSouth
17 central offices, and this is done via two-way trunking.

18 If BellSouth is required to provide and use
19 two-way trunking, is it MCI's position that BellSouth is
20 required to originate and terminate all traffic from those
21 three central offices at the one central office in which
22 MCI is directly interconnected via two-way trunking?

23 A No. The two-way trunking is really between the
24 A and C points between the end office and our switch. But
25 we still look to the -- if we don't have direct trunking.

1 to an end office, we look to the tandem to be the focal
2 point for the hand off of traffic. Am I following you or
3 am I --

4 Q No, I think you have understood my question
5 correctly. So for those central offices that do not have
6 a direct trunking route, they would go through the
7 BellSouth tandem and then be handed off to MCI?

8 A Yes. I mean, I know that there is inter-end
9 office trunking, but we wouldn't be asking for them to be
10 switching between end offices.

11 MS. CHRISTENSEN: Thank you. That is all the
12 questions that staff has.

13 COMMISSIONER JACOBS: Commissioners. Redirect.

14 MR. O'ROARK: A few questions, Mr. Chairman.

15 REDIRECT EXAMINATION

16 BY MR. O'ROARK:

17 Q Mr. Olson, Mr. Ross asked you a few questions
18 about the number of customers served in Florida by
19 WorldCom and also about the number of switches that we
20 have.

21 Do you expect that WorldCom will serve
22 residential customers using our switches in the
23 foreseeable future?

24 A I have heard that we are coming in this market
25 and that is one of the -- that is the switching vehicle..

1 But as far as technical plans, maybe I misunderstood what
2 you asked.

3 Q Let me put it this way. Do you understand that
4 you would be serving residential customers using UNE-P and
5 BellSouth switching, or using WorldCom switching, or do
6 you know?

7 A I don't know.

8 Q Let's move on to my next question. On Issue 34
9 there was some discussion of a slanted playing field. I
10 would like for you to take a look at your direct testimony
11 at Page 20, Line 14. Can you read for us, please, the FCC
12 rule on two-way trunking?

13 A Does Line 14 start with the word trunks?

14 Q Starting with the quotation the word if, at the
15 far right of that line.

16 A 47 CFR, is that -- 47 CFR, 51.305(f) provides
17 that if technically feasible an incumbent LEC shall
18 provide two-way trunking upon request.

19 Q Is WorldCom requesting BellSouth to do anything
20 beyond what the FCC has already required it to do?

21 A No, we are not really asking them to do anything
22 that the FCC isn't saying should be done.

23 Q One point of clarification, Mr. Olson. I think
24 a few times you used the word POI, that stands for point
25 of interconnection, does it not?

1 A Yes, it does.

2 Q You were asked some questions about Exhibit 15,
3 which is the diagram with Lake City and Jacksonville. Do
4 you have that in front of you?

5 A Yes, I do.

6 Q Now, when a WorldCom customer in Lake City,
7 again, using this hypothetical that BellSouth has given
8 us, when a WorldCom customer in Lake City calls the
9 BellSouth customer in Lake City, would BellSouth receive
10 reciprocal compensation for that call?

11 A Yes.

12 Q And would that reciprocal compensation be to
13 cover transport and termination from the point of
14 interconnection to the BellSouth customer?

15 A To the best of my knowledge.

16 Q You were asked a few questions about LATA
17 boundaries, Mr. Olson. Would you expect that LATA
18 boundaries are going to be removed during the three-year
19 term of this contract?

20 A I seriously doubt that will change, or I should
21 say that will happen.

22 Q And one last question. You were shown comments
23 filed by MCI Telecommunications Corporation that were
24 dated May 16th, 1996. Do you recall the questions about
25 that document?

1 A Yes.

2 Q And can you confirm that this document would
3 have been filed before the FCC's rules in August of 1996
4 establishing WorldCom's interconnection rights?

5 A Yeah.

6 MR. O'ROARK: That's all I have.

7 THE WITNESS: I guess I should have said yes,
8 not yeah.

9 COMMISSIONER JACOBS: Okay. You moved Exhibits
10 14 and 15. Without objection, show them admitted.

11 (Exhibit Number 14 and 15 received in evidence.)

12 COMMISSIONER JACOBS: Thank you, Mr. Olson.

13 THE WITNESS: Thank you.

14 (Transcript continues in sequence in Volume 3.)

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STATE OF FLORIDA)

CERTIFICATE OF REPORTER

COUNTY OF LEON)

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It is further certified that I stenographically
reported the said proceedings; that the same has been
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