

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by AT&T Communications of the)
Southern States, Inc. d/b/a AT&T for)
arbitration of certain terms and conditions) Docket No. 000731-TP
of a proposed agreement with BellSouth)
Telecommunications, Inc. pursuant to) Filed: 1/3/01
47 U.S.C. Section 252.)
_____)

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.'S
PRE-HEARING STATEMENT**

AT&T Communications of the Southern States, Inc. ("AT&T") and TCG South Florida (collectively "AT&T"), pursuant to Rule 25-22.038, Florida Administrative Code, and order of the Florida Public Service Commission (hereinafter the "Commission") hereby submits its Prehearing Statement in the above-referenced docket.

(A)/(B) AT&T Witnesses, Subject Matter Issue(s), and Exhibit(s)

AT&T intends to sponsor the testimony of the following witnesses:

<u>Witnesses:</u>	<u>Testimony Filed</u>	<u>Issues:</u>
1. Jay Bradbury	(Direct and Rebuttal)	23, 25, 30, 31, 32

Bradbury Exhibits:

JMB-1	BellSouth line class code, OLNS, and AIN hubbing method
JMB-2	OS/DA Ordering
JMB-3	BellSouth letter and proposed line class code language
JMB-4	Version 8.0 requirements review language
JMB-5	10/16 OLNS minutes
JMB-6	Georgia PSC Docket No. 11853-U transcript
JMB-7	Georgia PSC Docket No. 11853-U BellSouth late filed exhibits and October 25, 2000 change control process monthly status meeting minutes
JMB-8	Letter from FCC to US West
JMB-9	Illustration of change control process

DOCUMENT NUMBER-DATE

00123 JAN-30

FPSC-RECORDS/REPORTING

JMB-10 AT&T's proposed change control process language

JMB-11 BellSouth's change review prioritization ranking

JMB-12 Email correspondence between BellSouth and AT&T re: escalation of OSS issues and problems

JMB-13 BellSouth change request form for EDI/LNP ordering

JMB-14 Revision to issue cross reference

JMB-15 Email correspondence between BellSouth and AT&T re: CLEC input to change control process

JMB-16 BellSouth July 26, 2000 change control process monthly status meeting minutes

JMB-17 Equivalent ordering functionality

JMB-18 BellSouth ordering methodology

JMB-19 CLEC service requests to service orders illustration

JMB-20 Flow through data

JMB-21 Percent maximum one-touch CLEC orders

JMB-22 Flow through measure results comparison

JMB-23 CLEC LSR information

JMB-24 FCC Ex Parte CC Docket No. 98-121 re: maintenance and repair with testimony

JMB-25 Integrated maintenance process with BellSouth

JMB-26 Letter from BellSouth to FCC re: Louisiana II Order

JMB-27 Letter and illustration to FCC from AT&T re: CC Docket No. 98-121 and maintenance and repair issues

JMB-R1 North Carolina Testimony excerpt, Ron. M. Pate, May 26, 2000.

JMB-R2 E-mails –regarding BellSouth's failure to provide electronic OS/DA ordering

JMB-R3 Milner Affidavit, November 21, 2000, Georgia Dockets 6863-U and 7253-U

JMB-R4 Sprint & MCI CCP e-mails regarding CCP deficiencies

JMB-R5 March 23, 2000, EICCP Minutes

JMB-R6 Release 9 User Requirements Meeting Minutes, associated Change Requests and e-mails regarding feature removals

JMB-R7 BellSouth Change Requests implemented out of process

JMB-R8 September 27, 2000 Monthly Status/Prioritization Meeting Minutes

JMB-R9 October 17, 2000 CCP-PI Minutes

JMB-R10 October 27, 2000 ALEC Meeting Minutes

JMB-R11 November 1, 2000 CCP-PI Minutes

JMB-R12 BLS December 5, 2000 Red-Line Response to ALEC requested changes

JMB-R13 ALEC e-mails regarding August 23, 2000 baseline vote

JMB-R14 August 23, 2000 Monthly Status Meeting Minutes

JMB-R15 BellSouth's letter refusing to manually enter any further CNAM data

JMB-R16 BellSouth's letter refusing to take any further action to proactively eliminate potential telephone number reassignments

JMB-R17 Georgia xDSL OSS Testimony, Ronald M. Pate, Docket No. 11900-U

JMB-R18 Florida Third Party Test Exception 9 and BellSouth Response

JMB-R19 Change Control Logs as of December 20, 2000

JMB-R20 September 18, 2000 Release 8.0 Meeting Minutes regarding Parsed CSRs

JMB-R21 BLS Parsed CSR Implementation Schedule published December 5, 2000

JMB-R22 BellSouth's DL Form requiring listed name in multiple files

- JMB-R23 AT&T/BellSouth Mechanization Project Minutes
- JMB-R24 BellSouth's response in LA Docket U-22252 showing all BLS retail services electronically ordered
- JMB-R25 North Carolina Arbitration Transcript excerpt, cross of Ronald M. Pate, August 2, 2000
- JMB-R26 Georgia Arbitration Transcript excerpt, cross of Ronald M. Pate, October 31, 2000
- JMB-R27 Deposition transcript excerpt, Douglas W. McDougal, July 28, 2000
- JMB-R28 BellSouth SQM Flow-through pages
- JMB-R29 Deposition transcript excerpt, Ronald M. Pate, July 20, 2000
- JMB-R30 E-mails regarding LCSC October Load
- JMB-R31 May-October Flow-through Data Summary
- JMB-R32 May – October Flow-through Trend Data
- JMB-R33 AT&T VS ALEC Aggregate Flow-through Results Comparison, May - October

2. Ardell Burgess (Rebuttal) 16

Note: Mr. Burgess adopted the prefiled direct testimony of Mr. Follensbee with regard to Issue 16 only.

No exhibits

3. Gregory Follensbee (Direct) 6, 11, 16, 27, 33
 (Rebuttal) 6, 7, 11, 12, 27

Note: In addition to his prefiled direct testimony, Mr. Follensbee adopted the direct testimony and exhibits filed by David Talbott, as shown below.

4. David Talbott (Direct) 7, 12

Note: Mr. Talbott's direct testimony and exhibits have been adopted by Gregory Follensbee, as shown above.

Talbott Exhibits:

- DLT-1 Depiction of BellSouth network architecture
- DLT-2 Depiction of AT&T network architecture
- DLT-3 Pre-Telecommunications Act typical local call and cost assignment for each portion of network used
- DLT-4 Post-Telecommunications Act typical local call and cost assignment for each portion of networks used proposed by AT&T
- DLT-5 Post-Telecommunications Act typical local call and cost assignment for each portion of networks used proposed by BellSouth
- DLT-6a TCG switches serving Florida
- DLT-6b AT&T switches serving Florida
- DLT-6c BellSouth tandems serving Florida

5. Joseph Gillan (Direct and Rebuttal) 4,5

Gillan Exhibits:

JPG-1 Chart Effect of UNE Combinations on Competition
JPG-2 Stock values of CLECs and IXCs
JPG-3 US West Communications v. MFS Intelenet, 193 F.3d 1112 (9th Cir. 1999)
JPG-4 Southwestern Bell Telephone Co. v. Waller Creek Communications, Inc., et. al.,
221 F.3d 812 (5th Cir. 2000).

6. Jeffrey King (Rebuttal) 22

King Exhibits:

JAK-1 Collocation rates proposed by AT&T
JAK-2 Cost analysis supporting AT&T's proposed rates for the Space Availability
Report

7. Ron Lindemann (Direct and Rebuttal) 8

Lindemann Exhibits:

RL-1 Schematic of AT&T Wiring Closet and Garden Terminal Proposals
RL-2 BellSouth CLEC Information Package
RL-3 Schematic of BellSouth Serving Arrangements

8. Ronald Mills (Direct and Rebuttal) 14, 19, 20

Mills Exhibits:

RWM-1 Hot Cut video
RWM-2 Illustration of Facilities Check Process
RWM-3 AT&T Proposed Hot Cut Language
RWM-4 Illustration of Jeopardy vs. Clarification Process

9. Steven Turner (Rebuttal) 33

Note: Mr. Turner adopted direct testimony filed by Greg Follensbee on Issue 33 only.

Turner Exhibits:

SET-1 Resume
SET-2 List of testimony
SET-3 BellSouth Ex Parte Filing
SET-4 Cruz Supplemental Affidavit
SET-5 Milner TN transcript reference
SET-6 Milner NC transcript reference
SET-7 Milner NC transcript reference
SET-8 Illinois Arbitration Order
SET-9 Paul K. Mancini letter to Strickling

SET-10 Ex Parte from Russell to Salas dated 6/13/00
SET-11 Diagram taken from BellSouth testimony in Georgia

(C) **AT&T's Basic Position**

AT&T's Petition for Arbitration in this case originally included thirty-four issues in dispute between the parties. Thereafter, the parties settled some issues, agreed to consider other issues in existing generic dockets, and withdrew others from arbitration with the agreement that they would negotiate further at a later date.

The remaining nineteen issues are extremely important to AT&T's ability to provide competitive local telecommunications services. Additionally, many smaller ALECs rely on contract provisions arbitrated by AT&T, so the Commission's resolution of these important issues will have a broad reach, affecting the future of competitive local service in Florida. In many cases, BellSouth refuses to comply with provisions of the Telecommunications Act or places unreasonable restrictions on its performance in order to hinder competition. The Commission should refuse to condone such practices, and should instead adopt the forward-looking, pro-competitive positions urged by AT&T in this docket.

(D), (E) and (F) **Questions of Fact, Law and Policy**

None of the issues in this arbitration present pure questions of fact, law or policy, so AT&T has not segregated them in this fashion.

ISSUE 1: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, §6.1.2)

STIPULATED: The parties have stipulated that this issue shall be moved to Docket No. 000075-TP.

ISSUE 2: What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? (Performance Measures, Attachment 9)

STIPULATED: The parties have stipulated that this issue shall be moved to Docket No. 000121-TP.

ISSUE 3: Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the FPSC

will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)

STIPULATED: The parties have stipulated that this issue shall be moved to Docket No. 000121-TP.

ISSUE 4: What does “currently combines” mean as that phrase is used in 47 C.F.R. §51.315(b)? (UNEs Attachment 2, Section 2.7.1)

Witness: Joseph Gillan

AT&T Position: “Currently combines” means any combination that BellSouth ordinarily combines within its network in the manner it is typically combined. “Currently combines” should not be construed to mean only those combinations that are currently installed and serving an existing customer. A restrictive reading of the term will prevent AT&T from being able to serve new customers or customers who want to change features when migrating their existing service from BellSouth to AT&T.

ISSUE 5: Should BellSouth be permitted to charge AT&T a “glue charge” when BellSouth combines network elements?

Witness: Joseph Gillan

AT&T Position: BellSouth should not be permitted to administer a glue charge. BellSouth has a legal obligation to provide AT&T with combinations of unbundled network elements that it currently combines at cost based rates. The glue charge is an attempt by BellSouth to obtain an additional profit which is already provided for in the cost based rates.

ISSUE 6: Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs, Attachment 2, Section 2.11)

Witness: Gregory Follensbee

AT&T Position: As stated in the joint stipulation filed on December 22, 2000, the only issue in dispute is whether BellSouth may apply termination charges to AT&T when AT&T converts the billing for special access services to billing for combinations of unbundled network

elements. AT&T should be allowed to convert special access services to combinations of unbundled network elements without payment of a penalty or termination liability charge. The only cost incurred by BellSouth for this conversion is the activity of changing billing systems to process the conversion request without any service outage or physical labor.

ISSUE 7: How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3)

Witness: Gregory Follensbee

AT&T Position: Each party should be financially responsible for the total costs incurred when one of its customers makes a local or intraLATA toll call that terminates on the network of the other party. The Commission should deny the request of BellSouth to shift the cost of the facilities used to originate BellSouth local or intraLATA toll traffic to AT&T.

ISSUE 8: What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? (UNEs, Attachment 2, Section 5.2.5)

Witness: Ron Lindemann

AT&T Position: In multi-unit situations, there should be a single point of interconnection that is fully accessible by AT&T technicians thereby permitting AT&T to have direct access to the end user customer. The insertion of an additional, intermediate terminal is unnecessary and only inflates the costs. Consequently, the intermediate terminal creates additional barriers to provide service to customers in a multi-unit environment. Also, AT&T should have access to the first pair of network terminating wire when a customer is acquired, not just to the first "available" pair.

ISSUE 9: Should BellSouth provide local circuit switching at UNE rates to allow AT&T to serve the first three lines provided to a customer located in Density Zone 1 as determined by NECA Tariff No. 4 in effect on January 1, 1999 ("Density Zone 1")?

WITHDRAWN: This issue has been withdrawn.

ISSUE 10: Should BellSouth preclude AT&T from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing AT&T customer with 1-3 lines increases its lines to 4 or more? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)

WITHDRAWN: This issue has been withdrawn.

ISSUE 11: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)

Witness: Gregory Follensbee

AT&T Position: BellSouth should be precluded from aggregating multiple locations to determine whether or not AT&T has exceeded the three-line limit when a customer includes all such locations on the one bill the customer receives from BellSouth. AT&T does not have any other economically viable options to serve such customers unless BellSouth provides unbundled local switching. Furthermore, if BellSouth can aggregate customer locations to determine if it is required to provide UNE switching, it would undermine the FCC policy of encouraging competition and would only serve to raise AT&T's entry costs and limit the scope and quality of service costs.

ISSUE 12: Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, Section 1.3)

Witness: Gregory Follensbee

AT&T Position: The FCC has determined in CFR 51.711(a)(3) that an ALEC must only show that a switch serves a geographic area comparable to the area served by the ILEC in order to be able to charge the tandem interconnection rate when terminating local or long distance traffic. All of AT&T's switches used to provide local service in the state of Florida serve an area comparable to the area served by BellSouth's tandem switches. Accordingly, AT&T is entitled to charge BellSouth the tandem interconnection rate.

ISSUE 13: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? (UNEs, Attachment 2, Section 3.11.2)

SETTLED: This issue has been settled.

ISSUE 14: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, Section 3.8 et seq.)

Witness: Ronald Mills

AT&T Position: BellSouth should be required to (a) perform a loop facilities check and connecting facility assignment check prior to issuing a firm order confirmation (FOC) on the time specific hot cut; (b) issue a jeopardy notice instead of a clarification after the FOC has been issued; and (c) notify AT&T 48 hours in advance of the hot cut that all of the necessary central office work has been completed and the hot cut can proceed as scheduled. BellSouth should also be required to comply with the agreed procedures for notifying AT&T of hot cut completion.

ISSUE 15: When a local call originates on the facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call?

SETTLED: This issue has been settled.

ISSUE 16: What is the appropriate treatment of outbound voice calls over Internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.9)

Witness: Ardell Burgess

AT&T Position: Voice calls using Internet Protocol should not be subject to access charges. The applicability of interstate access charges is an interstate matter that is within the exclusive jurisdiction of the FCC. The FCC has expressly declined to classify phone-to-phone IP telephony as a

telecommunications service and voice calls using Internet Protocol are not currently subject to access charges.

ISSUE 17: In calculating Percent Local Usage (PLU) for purposes of reciprocal compensation, should AT&T be allowed to report the Traffic on a monthly, rather than quarterly, basis? (Local Interconnection, Attachment 3, Section 6.1.11)

SETTLED: This issue has been settled.

ISSUE 18: What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, Section 6.4).

SETTLED: This issue has been settled.

ISSUE 19: When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other ALEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, Section 1.6)

Witness: Ronald Mills

AT&T Position: AT&T should be allowed to directly connect to BellSouth's network when the parties have condominium arrangements in Florida. When AT&T is in a condominium arrangement, AT&T should also be allowed to connect to facilities of other ALECs in BellSouth's collocation space. These measures would conserve valuable collocation space as well as reduce the costs and the delays associated with collocation that would prevent AT&T from serving local customers.

ISSUE 20: Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T? (Collocation, Attachment 4, Section 11.1, 11.2, 11.4, 11.5)

Witness: Ronald Mills

AT&T Position: BellSouth may impose only “reasonable” security measures to ensure network reliability. BellSouth has not established that a statewide criminal history records check is reasonable or necessary. BellSouth has other security arrangements such as cameras, separate building entrances and monitoring equipment that accomplish the same purpose and are far less intrusive and burdensome upon AT&T. In addition, there have been zero reports from BellSouth of any ALEC causing damage to BellSouth’s property.

ISSUE 21: Unless otherwise specified, where Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? (Collocation, Attachment 4)

SETTLED: This issue has been settled.

ISSUE 22: What are the appropriate recurring and non-recurring charges for the collocation items for which charges have not been established or are not TELRIC compliant as listed in Exhibit A to Collocation, Attachment 4 of AT&T’s Proposed Interconnection Agreement. (Collocation, Attachment 4 and Exhibit A)

Witness: Jeffrey King

AT&T Position: As stated in the joint stipulation filed on December 22, 2000, the only issues in dispute are the items shown below. Appropriate charges for which are shown in Exhibit JAK-1 and supported in Exhibit JAK-2.

- (a) subsequent application fee;
- (b) space preparation fee;
- (c) the space availability report;
- (d) power;
- (e) cable records; and
- (f) security systems

ISSUE 23: Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance (“OS/DA”) as a UNE?

Witness: Jay Bradbury

AT&T Position: In order to avoid providing OS/DA as a UNE, at UNE prices, BellSouth must provide customized routing to ALECs to allow them to route traffic to *alternate* OS/DA providers. BellSouth has not provided sufficient customized routing to alternate OS/DA providers, and in fact, recently withdrew a planned upgrade to its OSS that would have allowed electronic ordering of customized OS/DA routing. The Commission therefore should require BellSouth to continue to provide its own OS/DA services to AT&T as a UNE at UNE prices.

ISSUE 24: Should BellSouth be required to electronically process and provision customer specific orders for OS/DA if AT&T orders an unbranded or AT&T branded platform? (Attachment 7, Sections 3.20-3.24)

MOVED: PARTIES HAVE AGREED THAT THIS ISSUE HAS BEEN SUBSUMED AND INCORPORATED INTO ISSUE #25 (As a result, Issue #24 will not longer exist as a stand-alone issue.)

ISSUE 25: What procedure should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure and Customer Specific Provisioning? (Attachment 7, Sections 3.20 – 3.24)

Witness: Jay Bradbury

AT&T Position: The Commission should require BellSouth to provide AT&T with ordering capability that will allow AT&T to place individual customer orders electronically, utilizing a single region-wide indicator for each routing option. The orders should flow through, and AT&T should not be required to place line class codes on any order, nor should AT&T be required to place any indicator on orders when only one arrangement exists in a given footprint area. BellSouth should be ordered to provide these capabilities within 6 months of the Commission's order.

ISSUE 26: May the Interconnection Agreement contain conditions on the purchase of any BellSouth exchange?

SETTLED: This issue has been settled.

ISSUE 27: Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement?

Witness: Gregory Follensbee

A&T Position: Without formal procedures established by the Commission for a rocket docket, a third party arbitrator could expeditiously resolve complaints under the interconnection agreement. Arbitration would allow the Commission to address important policy matters rather than commercial disputes between parties.

ISSUE 28: What is the proper timeframe for either party to render bills for overdue charges? (Billing & Recording, Attachment 6, Section 1.2.3)

SETTLED: This issue has been settled.

ISSUE 29: What are the proper parameters sufficient to prevent fraudulent billing for reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.2)

SETTLED: This issue has been settled.

ISSUE 30: Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7, Exhibit A)

- (a) introduction of new electronic interfaces?
- (b) retirement of existing interfaces?
- (c) exceptions to the process?
- (d) documentation, including training?
- (e) defect correction?
- (f) emergency changes (defect correction)?
- (g) an eight step cycle, repeated monthly?
- (h) a firm schedule for notifications associated with changes initiated by BellSouth?
- (i) a process for dispute resolution, including referral to state utility commissions or courts?
- (j) a process for the escalation of changes in process?

Witness: Jay Bradbury

AT&T Position: The Change Control Process does not currently include provisions that are adequate for handling the above situations. AT&T has

proposed language in Exhibit JMB-2 (with which other ALECs have concurred) that addresses each of these situations. The Commission should correct deficiencies in the current Change Control Process by adopting the revised version of the CCP found in Exhibit JMB-10 in the context of whatever is the most current version of the Change Control document.

ISSUE 31: What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)

Witness: Jay Bradbury

(a) parsed customer service records for pre-ordering?

AT&T Position: The Customer Service Record (CSR) information currently provided by BellSouth does not allow AT&T reliably to automatically populate its service orders. AT&T needs parsed CSRs in order to fully integrate its ordering systems with BellSouth's and to obtain the functionality now available to BellSouth. Parsing rules have been available in industry standards since the publication of the LSOG3/TCIF9 guidelines in July, 1998.

(b) ability to submit orders electronically for all services and elements?

(c) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?

AT&T Position: This Commission has found that BellSouth should provide electronic interfaces that require no more manual or human intervention than that involved when BellSouth performs a similar function for itself. BellSouth currently enjoys the ability to submit electronic orders for all services and elements, which are processed electronically, without subsequent manual handling. The Commission therefore should order BellSouth to provide this same functionality to AT&T within 12 months of the Commission's order.

ISSUE 32: Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7)

Witness: Jay Bradbury

AT&T Position: None of BellSouth's repair and maintenance interfaces currently provide competitors with OSS functionalities equivalent to BellSouth's own capabilities. The Commission should order BellSouth to provide equivalent access to AT&T by making available the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA.

ISSUE 33: Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination and if so, under what rates, terms, and conditions? (UNE's, Attachment 2, Section 3.10)

Witness: Steven Turner

AT&T Position: Any purchaser of local loops from BellSouth, including purchaser of loops in combination with switch port, should be allowed to use the loop in providing both voice and data at the same time. There are no technical constraints to this arrangement. The Commission's ordering of such arrangements will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.

ISSUE 34: What are the appropriate rates and charges for unbundled network elements and combinations of network elements?

DEFERRED: This issue has been deferred pending the outcome of Docket No. 990649-TP.

(G) Stipulated Issues

The parties have settled, moved or deferred issues by agreement as shown above. Additionally, by joint stipulation filed on December 22, 2000, the Parties have stipulated as follows:

1. Issue 1 shall be moved to Docket No. 000075-TP.
2. The dispute in Issue 6 is limited to the issue of whether termination charges apply to conversion of special access.

3. AT&T has withdrawn Issue 13, which dealt with provisioning xDSL over Digital Loop Carrier (DLC).
4. The parties have settled Issues 18 and 21, which dealt with collocation intervals. Remaining collocation issues have been narrowed and are included in Issue 22.
5. The parties have deferred Issue 34, which dealt with rates for UNEs has been deferred to the outcome in Docket No. 990649-TP.

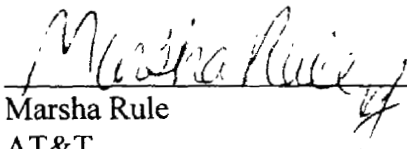
(H) **Pending Motions**

AT&T intends to file a Motion to Compel responses to discovery.

(I) **Other Requirements**

There are no requirements of which AT&T is aware that cannot be complied with.

Respectfully submitted,



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