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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
REPLY TESTIMONY OF RONALD W. MILLS  
ON BEHALF OF  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.  
AND TCG SOUTH FLORIDA, INC.  
DOCKET NO. 000731-TP  
JANUARY 3, 2001

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

A. My name is Ronald Mills. My business address is 1200 Peachtree Street,  
NE, Atlanta, Georgia 30309.

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

A. I am employed by AT&T Corp. ("AT&T") as a District Manager within the  
Law and Government Affairs organization.

**Q. ARE YOU THE SAME RONALD W. MILLS THAT FILED DIRECT  
TESTIMONY IN THIS CASE ON NOVEMBER 16, 2000?**

A. Yes, I am.

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

1 A. The purpose of my rebuttal testimony is to respond to Mr. Milner's testimony  
2 with respect to the following issues: (1) coordinated loop conversions with  
3 number portability ("Hot Cut") process (Issue 14); (2) adjoining facilities  
4 (Issue 19); and (3) criminal background investigations (Issue 20). Mr. Milner  
5 also filed testimony on DSL over DLC (Issue 13), collocation intervals (Issue  
6 18), and calendar versus business days for collocation intervals (Issue 21).  
7 However, these issues are no longer before the Commission for arbitration.  
8 AT&T has withdrawn Issue 13 and will agree to BellSouth's proposed  
9 language in the interconnection agreement. The parties have settled Issues 18  
10 and 21.

11

12

13 **ISSUE 14: WHAT COORDINATED CUTOVER PROCESS SHOULD BE**  
14 **IMPLEMENTED TO ENSURE ACCURATE, RELIABLE, AND TIMELY**  
15 **CUTOVERS WHEN A CUSTOMER CHANGES LOCAL SERVICE FROM**  
16 **BELLSOUTH TO AT&T?**

17

18 **Q. DO YOU AGREE WITH BELLSOUTH'S POSITION THAT NO**  
19 **CHANGES TO THEIR COORDINATED CUTOVER PROCESS ARE**  
20 **NECESSARY OR APPROPRIATE AT THIS TIME?**

21 A. No, BellSouth's current coordinated hot cut process fails to provide AT&T  
22 with a reliable commitment that a hot cut will take place as scheduled.  
23 BellSouth's Florida data shows that only 59% of the hot cuts proceeded as

1 scheduled in November 2000. As indicated in my direct testimony,  
2 BellSouth and AT&T continue to disagree about the database facility check,  
3 issuance of a jeopardy versus a clarification, the need for a 48-hour call prior  
4 to the cutover, and BellSouth closing hot cut orders without proper  
5 notification to AT&T.

6

7 **Q. IS BELLSOUTH'S HOT CUT PROCESS COMPARABLE TO OTHER**  
8 **ILECS' HOT CUT PROCESSES?**

9 A. No. Mr. Milner states that BellSouth uses the same procedures across the  
10 region with a high level of success. However, according to its own data,  
11 BellSouth misses its due dates nearly half the time. ILECs in other regions  
12 have adopted much more comprehensive and defined hot cut processes than  
13 BellSouth's. For example, Southwestern Bell and Bell Atlantic have adopted  
14 extensive and thorough processes which resulted from the collaborative  
15 efforts of ALECs, Bell Atlantic, Southwestern Bell, state commissions, and  
16 the FCC.

17

18 **Q. WHY IS A RELIABLE COMMITMENT THAT A HOT CUT WILL**  
19 **TAKE PLACE AS SCHEDULED IMPORTANT TO AT&T?**

20 A. A hot cut involves a service outage. To minimize the duration of the service  
21 outage and the impact on the customer, AT&T must be able to inform the  
22 customer when the service outage will occur, and the customer must be able  
23 to rely upon the scheduled date and time when planning accommodation. If

1 the hot cut does not take place as scheduled, the customer's business may be  
2 disrupted. In addition to the impact on the customer, failure to adhere to the  
3 schedule undermines AT&T's credibility and relationship with the customer.  
4 Moreover, AT&T's ability to compete is impaired by the inability to make a  
5 credible commitment regarding a scheduled hot cut. AT&T cannot meet and  
6 manage the expectations of its customers without reliable information, and it  
7 cannot aggressively market local service until it can meet and manage  
8 customer expectations. Finally, the hot cut process requires coordination of  
9 AT&T's efforts with the actions of BellSouth. AT&T must be able to rely  
10 upon the hot cut due date when scheduling its own resources.

11

12 **Q. WHAT ELEMENTS OF BELLSOUTH'S CURRENT COORDINATED**  
13 **HOT CUT PROCESS MAKE THE SCHEDULE UNRELIABLE?**

14 **A.** The following items are of paramount concern:

- 15 • BellSouth issues its Firm Order Confirmation ("FOC") setting out the  
16 expected date and time for the hot cut before it performs a database  
17 facility check, for both the Connecting Facility Assignment ("CFA")  
18 and the loop facility, to determine whether the expected date is  
19 feasible. BellSouth should be required to perform the database  
20 facility check before issuing the FOC.
- 21 • If CFA or other problems within the control of AT&T arise after the  
22 issuance of the FOC, BellSouth issues a clarification notice that  
23 automatically takes the AT&T Local Service Request ("LSR") out of

1 queue without regard to AT&T's ability to fix the problem promptly.  
2 This makes achieving the scheduled hot cut date more difficult.  
3 BellSouth should be required to send a timely jeopardy notice and  
4 keep the order in queue unless AT&T is unable to resolve the problem  
5 within a reasonable time.

6 • BellSouth often notifies AT&T that it has completed its engineering and  
7 central office work, including confirmation of Automatic Numbering  
8 Information ("ANI") and dial tone, sometime before BellSouth  
9 actually executes the cutover with its associated service outage.  
10 However, this notification call is unpredictable, and if problems do  
11 exist, there may not be sufficient time to address them before the date  
12 and time scheduled for the cut. Moreover, sometimes BellSouth does  
13 not give AT&T any notice before executing the cut. BellSouth should  
14 be required to notify AT&T 48 hours prior to the cutover due date that  
15 BellSouth has confirmed ANI and dial tone. This communication  
16 would enable AT&T to coordinate its associated actions and, if a  
17 problem surfaces, to manage its customer's expectations and provide  
18 ample time to resolve the problem before the time and date scheduled  
19 for the cut.

20 • BellSouth consistently closes orders without properly notifying AT&T  
21 via AT&T's toll-free number (877-362-5670).<sup>1</sup>  
22

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<sup>1</sup> Both parties agreed at the August 2000 Arbitration proceeding in North Carolina that this issue was resolved. However, BellSouth still does not follow the agreed upon process.

1 **Q. WHY MUST BELLSOUTH MODIFY ITS HOT CUT PROCESS?**

2 A. The video attached as Exhibit RWM-1 to my direct testimony submitted in  
3 this case illustrates that nearly all of the hot cut process is within BellSouth's  
4 control. AT&T's active role in the process is limited to requesting the  
5 cutover, addressing problems, testing the line after the cutover, and managing  
6 the expectations of its customer. To fulfill its role, however, AT&T must  
7 coordinate its efforts with BellSouth, and coordination requires timely  
8 communication. BellSouth's current process, even if it were scrupulously  
9 followed, does not provide for the prompt communication necessary to meet  
10 hot cut due dates on a reliable, regular basis.

11

12 **Q. WHAT IS AT&T'S DISPUTED ISSUE REGARDING A FACILITY**  
13 **CHECK?**

14 A. BellSouth currently performs its database facility check, which includes a  
15 CFA check and a loop facilities check, after the issuance of the FOC. AT&T  
16 requires this check to be made prior to the issuance of the FOC to ensure due  
17 dates will be met.

18

19 **Q. WHY DOES AT&T NEED BELLSOUTH TO PERFORM THE**  
20 **FACILITY CHECK PRIOR TO THE ISSUANCE OF THE FOC?**

21 A. The FOC due date and time are not reliable without the facility check. As  
22 Mr. Milner acknowledges in his testimony, the FOC due date does not take  
23 into account certain indisputably unforeseeable circumstances, such as severe

1 weather and acts of God. Included in his list of “unforeseen” circumstances,  
2 however, are manpower and facilities shortages. The information necessary  
3 to predict facilities shortages is within BellSouth’s control, and BellSouth  
4 should refer to the database that contains this information before setting hot  
5 cut due dates upon which AT&T and its customers must rely. Performance  
6 of a facility check prior to issuance of the FOC would remove much of the  
7 uncertainty which Mr. Milner referenced.

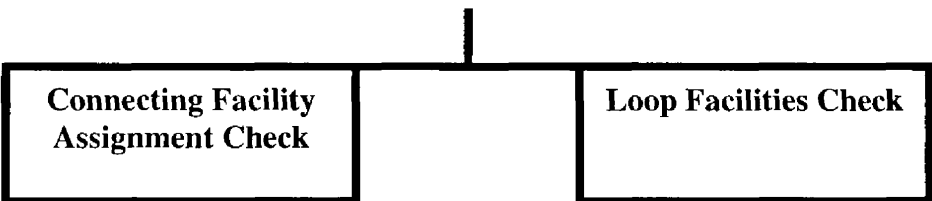
8

9 **Q. IN THE CONTEXT OF THIS ISSUE, PLEASE EXPLAIN THE**  
10 **COMPONENTS OF A FACILITY CHECK.**

11 A. For the purpose of the hot cuts issue, a facility check consists of a search of  
12 BellSouth’s Loop Facility Assignment Control System (“LFACS”) database  
13 to confirm that a connection can be achieved from the ALEC collocation site  
14 located in BellSouth’s central office to the customer’s location.

15

16 **FACILITY CHECK**



18

19

20

- 21 • Checks cable and pair assignments in BST and AT&T databases to confirm that they match.
- 22 • Checks make-up of loop from BST’s central office to customer premises.

23

- 1       • Failure to timely check leads to                      • Failure to do timely check leads
- 2           clarifications which require                      to Pending Facilities (“PF”)
- 3           resubmission of orders and delays of              delays.
- 4           due dates.

5

6       As the above diagram indicates, the facility check involves two components:

7       a connection facility assignment (“CFA”) check and a loop facilities check.

8       The CFA check confirms that the connecting facility assignment located

9       within the BellSouth central office matches the connecting facility

10       assignment in AT&T’s point of termination in the collocation space. The

11       loop facilities check confirms whether the loop (the portion of wiring

12       extending from the BellSouth central office to the customer’s premise) is

13       appropriate for the hot cut or requires design and assembly of an alternative.

14

15   **Q.    WHY IS IT CRUCIAL THAT BELLSOUTH PERFORM A FACILITY**

16   **CHECK PRIOR TO THE ISSUANCE OF A FOC?**

17   A.    A pre-FOC facility check is necessary because it is the only way to determine

18       whether facilities are available and whether the cut can be performed at the

19       specific time requested by AT&T in its LSR. Without a database facility

20       check prior to the issuance of the FOC, AT&T cannot commit to a definite

21       time for the customer with any degree of confidence. Currently, BellSouth

22       does not provide AT&T with a reliable commitment that a hot cut will be

23       performed at the time AT&T has requested.



1 **Q. WHAT IS A CFA CHECK?**

2 A. A CFA check is a query into both AT&T's and BellSouth's software driven  
3 databases that is used to identify the status of the physical assignment of  
4 cable and pairs connecting AT&T's point of termination to BellSouth's  
5 network. The status of the assignment (active or spare) in the two databases  
6 should match.

7

8 **Q. WHY IS A PRE-FOC CFA CHECK CRUCIAL TO THE HOT CUT**  
9 **PROCESS?**

10 A. A hot cut cannot proceed unless BellSouth's facility assignment and AT&T's  
11 facility assignment are terminated on the correct connecting facilities. Under  
12 BellSouth's current process, when a CFA problem occurs after the FOC is  
13 issued, BellSouth issues a clarification which essentially restarts the ordering  
14 process and postpones the expected due date. This type of change  
15 inconveniences the customer and impairs AT&T's ability to gain customer  
16 confidence. Moreover, requiring an order to go through the process a second  
17 time, with all the concomitant duplicative work, is inefficient when compared  
18 to the minimal effort involved in performing a CFA check. Prior to sending  
19 the FOC, BellSouth should examine its database to determine whether the  
20 requested CFA is shown to be in use.

21

22 **Q. DOES AT&T DISPUTE MR. MILNER'S TESTIMONY THAT IF**  
23 **AT&T'S CFA DATABASE WERE CORRECT, A CHECK OF**

1           **BELLSOUTH'S CFA DATABASE PRIOR TO ISSUANCE OF THE**  
2           **FOC WOULD NOT BE NECESSARY?**

3    A.    Yes. Mr. Milner asserts that the sole cause of the CFA database conflict is  
4           AT&T error. In describing the BellSouth CFA database audit results, Mr.  
5           Milner states that the database was correct for over 95% of the 3400  
6           assignments. AT&T is not certain to which 3400 assignments Mr. Milner  
7           refers. AT&T reviewed 1501 CFA assignments with BellSouth in 1999 as  
8           part of the audit. Of these assignments, 1255, or 84%, were correct. Of the  
9           incorrect assignments, 129, or 9%, were due to BellSouth's failure to  
10          complete AT&T cancellation or disconnect orders. The remaining 7% of  
11          assignments have not been reconciled due to BellSouth's failure to respond to  
12          AT&T inquiries regarding the gaps. Contrary to Mr. Milner's conclusion,  
13          therefore, at least half of the database discrepancies were due to BellSouth  
14          error. Because the audit confirms that AT&T's and BellSouth's databases do  
15          not contain the same information, it is crucial that BellSouth check its  
16          database before issuing the FOC.

17

18   **Q.    WHAT IS A LOOP FACILITIES CHECK?**

19    A.    A loop facilities check is a query into BellSouth's software driven database  
20          that is used to identify the make-up of the loop connecting BellSouth's  
21          central office to the customer's premise.

22

1 **Q. WHY IS THE LOOP FACILITIES CHECK CRUCIAL TO THE HOT**  
2 **CUT PROCESS?**

3 A. For a cutover to proceed, a copper wire loop must connect BellSouth's  
4 central office to the customer's premise. If the loop is made up of Integrated  
5 Digital Loop Carrier ("IDLC"), BellSouth must design and assemble an  
6 alternative loop. The design and assembly process can be time-consuming  
7 and is the primary reason for pending facilities ("PF") jeopardy notices. The  
8 loop facilities check flags this issue and, if the check is performed before the  
9 FOC is issued, this information can be incorporated into the due date AT&T  
10 promises the customer.

11  
12 **Q. DOES AT&T REQUIRE BELLSOUTH TO ACTUALLY DISPATCH**  
13 **ANY TECHNICIANS OR PERSONNEL TO ACCOMPLISH THE**  
14 **FACILITY CHECK?**

15 A. Absolutely not. AT&T's proposal would not require BellSouth to dispatch  
16 any technicians or personnel to accomplish the facility check. Both  
17 components of the facility check involve referencing BellSouth's LFACS  
18 database. BellSouth accesses the database to perform similar checks on a  
19 daily basis in response to orders from long distance carriers for access service  
20 and to service BellSouth's own customers.

21  
22 **Q. IS THERE ANY REASON BELLSOUTH CANNOT PERFORM THE**  
23 **FACILITY CHECK BEFORE ISSUING THE FOC?**

1 A. No. In fact, BellSouth provides this same service for its access and other  
2 providers. On the access side, BellSouth performs a pre-order facility check  
3 for long-distance providers. In addition, BellSouth has given Digital Loop  
4 Service (“DSL”) providers (known as “Data-LECs”) access to its LFACS  
5 database so they can perform CFA checks before ordering. In fact, BellSouth  
6 witness Keith Milner testified recently<sup>2</sup> in the North Carolina arbitration  
7 hearing that there is no technical reason that the database facilities check  
8 cannot be done on the local service order.

9  
10 **Q. DOES BELLSOUTH NEED TO PERFORM A FACILITY CHECK**  
11 **FOR ITS RETAIL CUSTOMERS?**

12 A. No. As Mr. Milner testified, BellSouth does not perform a facility check for  
13 its own retail customers prior to establishing a due date for the order. The  
14 reason for this is simple. BellSouth does not perform hot cuts to provide  
15 service to its retail customers, so there is no need for coordination with an  
16 ALEC.

17  
18 **Q. WOULD PERFORMING THE FACILITY CHECK BEFORE**  
19 **ISSUING THE FOC DELAY THE TRANSMISSION OF THE FOC?**

20 A. No. The facility check consists of two simple database queries which should  
21 involve negligible time and therefore will not delay transmission of the FOC  
22 to any significant extent.

23

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<sup>2</sup> North Carolina Arbitration Hearing Transcript (Vol. IV, page 338, line 8.)

1 **Q. WOULD AT&T BE SATISFIED WITH ACCESS TO BELLSOUTH'S**  
2 **LFACS DATABASE SO IT COULD PERFORM THE FACILITY**  
3 **CHECK BEFORE SENDING AN LSR?**

4 A. Yes. AT&T is willing to perform the facility check if BellSouth is unwilling  
5 to do so. Access to BellSouth's LFACS database would allow AT&T to raise  
6 any CFA or loop facilities issues in its LSR. As a result, BellSouth could  
7 provide a reliable due date when it returns the FOC. This option has been the  
8 subject of negotiation, and BellSouth has indicated it could give AT&T  
9 access to the LFACS database by June 2001. This is unacceptable. AT&T's  
10 present system for checking and synchronizing CFAs in the BellSouth and  
11 AT&T databases involves inefficient and cumbersome manual comparisons  
12 of hardcopy spreadsheets. AT&T needs access to LFACS immediately.  
13 Moreover, as this Commission may be aware, BellSouth has often missed  
14 Operational System Support (OSS) implementation deadlines. Due to the  
15 crucial nature of the facility check, if the Commission determines that  
16 LFACS access is the appropriate solution, AT&T would request an order  
17 requiring BellSouth to give AT&T immediate access to LFACS.

18  
19 **Q. IF BELLSOUTH IS REQUIRED TO PERFORM A FACILITY**  
20 **CHECK PRIOR TO RETURNING THE FOC, IS THE**  
21 **CLARIFICATION/JEOPARDY ISSUE MOOT?**

22 A. No. Even though a pre-FOC facility check is expected to reduce the  
23 incidence of the problem, it is possible that CFA discrepancies could arise

1 after the FOC in an unusual situation. BellSouth should make the minor  
2 modification requested by AT&T to ensure that a jeopardy notice is issued  
3 for the occasional problem. This modification streamlines BellSouth's  
4 process, and a more efficient process enhances the parties' ability to compete  
5 and to provide reliable, high-quality service to the customer.

6

7 **Q. CAN BELLSOUTH ISSUE A JEOPARDY TO AT&T RATHER THAN**  
8 **A CLARIFICATION IF A FACILITIES ISSUE ARISES AFTER**  
9 **ISSUANCE OF THE FOC?**

10 A. Yes. Although Mr. Milner's testimony indicates that BellSouth's systems do  
11 not allow jeopardy notifications for such discrepancies, BellSouth presently  
12 issues post-FOC jeopardy notices for its own errors and limitations. Mr.  
13 Milner's testimony does not provide any technical reasons which prevent the  
14 system, with minor modifications, from issuing jeopardy notices to AT&T.  
15 The resulting process would eliminate the need for resubmission of an order  
16 and the associated duplicative work for both BellSouth and AT&T. I have  
17 attached Exhibit RWM-4 illustrating the difference between the current  
18 process, in which BellSouth issues a clarification after the FOC, and the  
19 AT&T proposal, in which BellSouth would issue a jeopardy notice after the  
20 FOC. This cost-saving efficiency enhancement justifies a minor modification  
21 to the process.

22

1 **Q. WOULD ISSUANCE OF A JEOPARDY NOTICE INSTEAD OF A**  
2 **CLARIFICATION DISRUPT BELL SOUTH'S PROCESSING OF**  
3 **OTHER REQUESTS?**

4 A. No. Mr. Milner contends that BellSouth would have to keep resources  
5 committed to AT&T's order until AT&T resolves the jeopardy condition, and  
6 the net effect would be delay in fulfilling the requirements of other service  
7 providers. Contrary to Mr. Milner's statement, BellSouth's process is not  
8 like a pipeline where one delayed order prevents BellSouth from processing  
9 other orders. In the event of a CFA discrepancy that arises after the FOC has  
10 been issued to AT&T, BellSouth can simply put that order aside as a  
11 jeopardy and continue processing other orders. In most cases, AT&T can  
12 provide a prompt response which cures the jeopardy and preserves the  
13 customer's expected due date.

14  
15 **Q. WHY DOES AT&T STRESS THE IMPORTANCE OF RECEIVING**  
16 **THE FINAL CONFIRMATION CALL FORTY EIGHT (48) HOURS**  
17 **PRIOR TO THE CUT?**

18 A. In the coordinated hot cut process, predictable communication is crucial. As  
19 BellSouth prepares to perform a hot cut, AT&T needs to be informed of the  
20 likelihood that its customer's service outage will proceed as scheduled.  
21 BellSouth should notify AT&T of the status of its work 48 hours prior to the  
22 scheduled cut. Ideally, the 48-hour call will simply confirm dial tone,  
23 Automatic Numbering Identification ("ANI") and loop pair assignment, and

1 the hot cut will take place at the expected time. In the event that problems  
2 exist and BellSouth cannot confirm the required elements, AT&T must have  
3 that information 48 hours prior to the scheduled service outage so it can  
4 inform its customer of the potential change in schedule and, if necessary,  
5 assist BellSouth in the resolution of the problem in time to proceed with the  
6 hot cut on schedule.

7

8 **Q. MR. MILNER INDICATES THAT BELLSOUTH AGREES TO**  
9 **CONTACT AT&T 24 TO 48 HOURS IN ADVANCE OF THE HOT**  
10 **CUT, IS THAT SUFFICIENT FOR AT&T?**

11 A. No. Twenty-four hours is simply not enough time for AT&T to let the  
12 customer know the status of the hot cut and for the customer to make the  
13 necessary arrangements associated with the disruption of his telephone  
14 service. In addition, BellSouth often fails either to make the call 24 hours in  
15 advance or to have the information AT&T needs to determine if the hot cut  
16 can proceed. Forty-eight hours will allow for resolution of most problems  
17 prior to the scheduled start time for the hot cut and will help AT&T in its  
18 efforts to preserve the due date and protect the customer.

19

20 **Q. WHAT IS BELLSOUTH'S OBJECTION TO MAKING THE 48-HOUR**  
21 **CALL?**

22 A. Mr. Milner's testimony reveals that BellSouth misunderstands the purpose of  
23 the call. He indicates that BellSouth would have to make a decision, at the



1 time of the call, whether the hot cut could proceed as scheduled. Mr. Milner  
2 objects to such a requirement because making that decision at the 48 hour  
3 mark deprives BellSouth of the opportunity to remedy the problem, meet the  
4 original schedule, and avoid having a “miss” counted against BellSouth.  
5 However, AT&T is not asking BellSouth to make a decision at 48 hours prior  
6 to the due date whether the hot cut can proceed. What AT&T needs is for  
7 BellSouth to give AT&T information so AT&T can consider the nature of  
8 any problems, the likelihood of fixing them before the scheduled hot cut, and  
9 the specific needs of its customer, as part of AT&T’s determination as to how  
10 to proceed to complete the hot cut as originally scheduled.

11

12 **Q. IN THE ABSENCE OF A 48-HOUR CALL, HOW DOES AT&T**  
13 **KNOW THE STATUS OF THE HOT CUT?**

14 A. When BellSouth does not comply with the 48-hour call process, AT&T must  
15 contact BellSouth to ensure that the cut will take place as scheduled. In a  
16 more robust environment with increased customer volume AT&T cannot  
17 continue to place calls to BellSouth to ensure each individual hot cut will be  
18 made as scheduled.

19

20 **Q. DOES BELLSOUTH CLOSE ORDERS ACCORDING TO THE**  
21 **AGREED-UPON PROCESS OF CALLING AT&T’S TOLL-FREE**  
22 **NUMBER?**

1 A. No. AT&T cannot notify the customer the hot cut is complete until it  
2 receives a call from BellSouth confirming that the hot cut has been  
3 completed. The parties developed and agreed upon a process to address this  
4 issue, but BellSouth consistently fails to utilize the designated process. The  
5 Commission should require BellSouth to adhere to the process and notify  
6 AT&T of hot cut completion via AT&T's designated toll-free number. This  
7 toll-free number is listed on every LSR AT&T sends to BellSouth.

8

9 **Q. SUCCINCTLY, WHAT IS AT&T ASKING THIS COMMISSION TO**  
10 **DO AS IT PERTAINS TO HOT CUTS?**

11 A. To protect AT&T customers from preventable service disruptions when they  
12 change local service providers, BellSouth should be ordered to implement the  
13 following improvements in its current coordinated hot cut process:

- 14 1. BellSouth must perform a facility check to determine that facilities  
15 are available to AT&T before issuing a FOC in response to an AT&T  
16 LSR. Alternatively, BellSouth must give AT&T database access so  
17 AT&T can perform the facility check before submitting an LSR.
- 18 2. BellSouth must send a jeopardy notice instead of a clarification notice  
19 after a FOC has been issued to AT&T. A clarification is acceptable to  
20 AT&T if it is sent prior to the issuance of a FOC.
- 21 3. BellSouth must commit to calling AT&T 48 hours in advance of the  
22 hot cut, to provide information regarding ANI and dial tone.

1           4.     BellSouth must conform to the agreed-upon process for close-out  
2                   calls.

3

4

5     **ISSUE 19: SHOULD AT&T BE ABLE TO CROSS CONNECT TO**  
6     **BELLSOUTH OR OTHER ALEC NETWORKS LOCATED IN THE**  
7     **BELLSOUTH PORTION OF THE BUILDING WITHOUT HAVING TO**  
8     **COLLOCATE IN BELLSOUTH'S PORTION OF THE BUILDING?**

9

10    **Q.     WHAT DOES THE TERM "CROSS-CONNECT" MEAN?**

11    A.     "Cross connect" is capable of several meanings, depending upon the context.  
12           Generally, a cross connect is a length of wire connecting facilities of one  
13           LEC to another. When used as a verb, "cross connect" can refer to direct  
14           connection between the facilities of an ILEC and those of an ALEC or it can  
15           refer to connection between the facilities of two ALECs.

16

17    **Q.     IS MR. MILNER'S STATEMENT THAT BELLSOUTH IS NOT**  
18           **REQUIRED TO PROVIDE CROSS CONNECTS TO AT&T FOR**  
19           **DIRECT CONNECTION TO BELLSOUTH'S NETWORK IN**  
20           **CONDOMINIUM ARRANGEMENTS CORRECT?**

21    A.     No. Although the United States Court of Appeals for the District of  
22           Columbia Circuit vacated the FCC rule on cross-connects, this rule applied to  
23           collocation between ALECs, not to an ALEC directly connecting to

1 BellSouth's network. Mr. Milner states that the DC Circuit decision "in no  
2 way creates a requirement that BellSouth provide AT&T with cross-connects  
3 in lieu of other forms of interconnection between AT&T's network and  
4 BellSouth's network." (Milner Direct, p. 50, lines 23-25.) AT&T does not  
5 contend that the decision creates such a requirement. AT&T's position is that  
6 (1) the Act provides for direct interconnection; (2) allowing AT&T to cross-  
7 connect directly to BellSouth facilities in the condominium context furthers  
8 the Act's stated policies of enhancing efficiency and promoting competition;  
9 and (3) the DC Circuit opinion does not prohibit direct interconnection.

10

11 **Q. WHY SHOULD THIS COMMISSION REQUIRE BELLSOUTH TO**  
12 **ALLOW AT&T TO CROSS-CONNECT DIRECTLY TO**  
13 **BELLSOUTH'S FACILITY?**

14 A. This Commission has federal and state authority to establish guidelines for  
15 collocation. Section 251(d)(3) of the Act recognizes the states' authority to  
16 issue orders consistent with the Act, and Florida statutes grant the  
17 Commission authority to encourage competition and ensure fairness. Direct  
18 connection is a cost-effective and efficient method of interconnection for  
19 tenants in joint-tenant facility arrangements. Moreover, AT&T's use of its  
20 own space would free up scarce collocation space for other ALECs. Finally,  
21 this arrangement allows for a shorter interconnection interval than collocation  
22 and would bring about competition in the affected areas more quickly. The  
23 Commission should advance the purposes of the Act and require BellSouth to

1 allow AT&T to cross-connect directly to BellSouth facilities in the same  
2 building.

3

4 **Q. WHY SHOULD THIS COMMISSION REQUIRE BELLSOUTH TO**  
5 **ALLOW AT&T TO CROSS-CONNECT TO OTHER ALECS'**  
6 **FACILITIES IN COLLOCATION SPACE?**

7 A. Even though the FCC Rules may not currently require BellSouth to provide  
8 cross-connects for AT&T to interconnect with the facilities of other ALECs  
9 located in collocation space on BellSouth's premises in the same building,  
10 this Commission has the authority to require BellSouth to allow such an  
11 arrangement. Cross-connection between tenant and collocated ALECs will  
12 improve efficiency and help to maximize the potential of collocated  
13 equipment. Moreover, the fact that AT&T's equipment is located in AT&T's  
14 space rather than on BellSouth's premises reduces the demand for associated  
15 administrative and other facilities.

16

17

18 **ISSUE 20: WHETHER THE CRIMINAL BACKGROUND CHECK**  
19 **REQUIREMENT THAT BELLSOUTH SEEKS TO IMPOSE ON AT&T's**  
20 **EMPLOYEES OR AGENTS SEEKING ACCESS TO COLLOCATED SPACE**  
21 **IN BELLSOUTH PREMISES IS APPROPRIATE.**

22

1   **Q.   MR. MILNER INDICATES THAT SECURITY CHECKS ARE**  
2       **REASONABLE PUBLIC SAFETY REQUIREMENTS TO PROTECT**  
3       **THE INTEGRITY AND RELIABILITY OF BELLSOUTH'S**  
4       **NETWORK. DO YOU AGREE?**

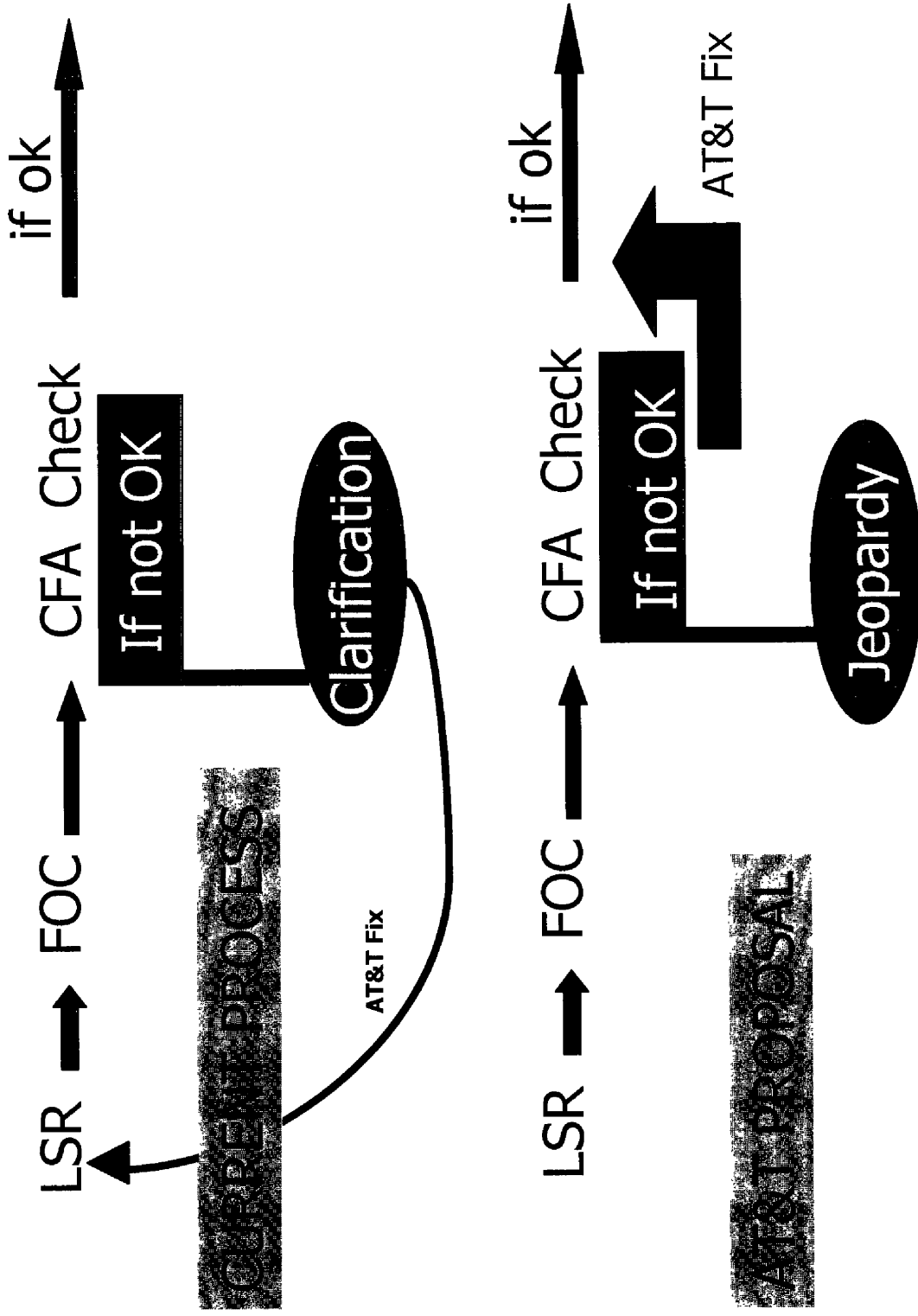
5   **A.**   No. BellSouth's requirement is excessive. AT&T has agreed to reasonable  
6       steps to ensure the safety of BellSouth's property. AT&T has assured  
7       BellSouth that any AT&T representatives accessing collocation space will be  
8       bonded, and the parties have agreed to liability and indemnification language  
9       in Section 10 of the General Terms and Conditions that covers BellSouth in  
10      the event of any damage from activities of an AT&T employee or agent.  
11      AT&T has also attempted to meet BellSouth's demands by offering to  
12      perform criminal background checks on employees who have been working  
13      for AT&T for less than two years. BellSouth rejected the offer.

14                According to the FCC's *Advanced Services Order*, FCC 99-48 ¶ 48,  
15      reasonable arrangements include security cameras, restricted access and other  
16      monitoring systems. The BellSouth facilities that contain collocation space  
17      to which AT&T representatives need access are equipped with some or all of  
18      these reasonable security measures. There is no indication that requiring  
19      criminal background checks will improve security. Indeed, BellSouth  
20      admitted in discovery that AT&T employees have had access to collocation  
21      space in BellSouth facilities for several years without any incident involving  
22      intentional damage to BellSouth's network. Thus, BellSouth's request is  
23      completely unjustified.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.

# JEOPARDY vs CLARIFICATION



CLARIFICATION PROCESS

AT&T PROPOSAL

CFA -- Connecting Facility Assignment  
FOC -- Firm Order Confirmation  
LSR -- Local Service Request