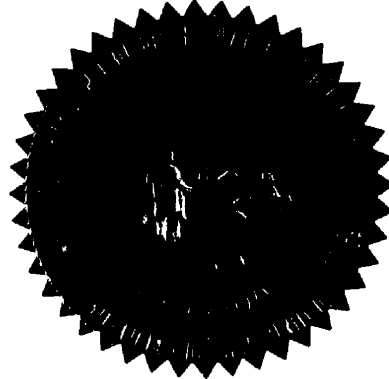


1 **BEFORE THE**  
 2 **FLORIDA PUBLIC SERVICE COMMISSION**

3 **DOCKET NO. 000731-TP**

4 **In the Matter of**

5 **PETITION BY AT&T COMMUNI-**  
 6 **CATIONS OF THE SOUTHERN STATES,**  
 7 **D/B/A AT&T FOR ARBITRATION OF**  
 8 **CERTAIN TERMS AND CONDITIONS OF**  
 9 **A PROPOSED AGREEMENT WITH**  
 10 **BELLSOUTH COMMUNICATIONS, INC.**  
 11 **PURSUANT TO 47 U.S.C.**  
 12 **SECTION 252.**



13 **ELECTRONIC VERSIONS OF THIS TRANSCRIPT**  
 14 **ARE A CONVENIENCE COPY ONLY AND ARE NOT**  
 15 **THE OFFICIAL TRANSCRIPT OF THE HEARING**  
 16 **AND DO NOT INCLUDE PREFILED TESTIMONY.**

17 **VOLUME 8**

18 **PAGES 1099 THROUGH 1253**

19 **PROCEEDINGS: HEARING**

20 **BEFORE: CHAIRMAN E. LEON JACOBS, JR.**  
 21 **COMMISSIONER BRAULIO L. BAEZ**  
 22 **COMMISSIONER MICHAEL A. PALECKI**

23 **DATE: Thursday, February 15, 2001**

24 **TIME: Commenced at 9:00 a.m.**

25 **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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FLORIDA PUBLIC SERVICE COMMISSION

REC. REPORTING

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**I N D E X****WITNESSES**

<b>NAME:</b>	<b>PAGE NO.</b>
<b>W. KEITH MILNER</b>	
Continued Direct Examination by Ms. White	1102
Prefiled Rebuttal Testimony Inserted	1105
Cross-Examination by Ms. Ockleberry	1153
Cross-Examination by Ms. Rule	1201
Cross Examination by Mr. Fordham	1221
Redirect Examination by Ms. White	1229
<b>D. DAONNE CALDWELL</b>	
Direct Examination by Mr. Edenfield	1233
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Cross-Examination by Mr. Lamoureux	1238
Cross-Examination by Mr. Fordham	1246

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**EXHIBITS**

<b>NUMBER:</b>		<b>ID.</b>	<b>ADMTD.</b>
<b>20</b>	<b>Composite Exhibit of Errata Sheets for All BST Witnesses</b>	<b>1104</b>	<b>1231</b>
<b>21</b>	<b>Composite Exhibit of Errata Sheets for All BST Witnesses</b>	<b>1104</b>	<b>1231</b>
<b>22</b>	<b>(Late-Filed) ATT's Specific Requirements of Security Clearance Arrangements</b>	<b>1200</b>	
<b>19</b>			<b>1231</b>
<b>20</b>			
<b>21</b>			<b>1231</b>
<b>23</b>	<b>DDC-1</b>	<b>1234</b>	<b>1252</b>
	<b>CERTIFICATE OF REPORTER</b>		<b>1253</b>

**PROCEEDINGS**

(Transcript continues in sequence from  
Volume 7.)

**W. KEITH MILNER**

continues his testimony under oath from Volume 7:

**CONTINUED DIRECT EXAMINATION****BY MS. WHITE:**

**Q** Mr. Milner, did you cause to be prepared and prefiled in this case rebuttal testimony consisting of 43 pages?

**A** Yes.

**Q** Did you also cause to be prepared in this case an errata sheet with the deletions to your direct testimony, your rebuttal testimony, and your exhibits?

**A** Yes, I did.

**MS. WHITE:** Okay. I'm going to hand this errata sheet out, but I don't believe we have been making them exhibits.

**CHAIRMAN JACOBS:** No, we haven't. Should we have?

**MS. WHITE:** I don't think so, because I think the parties understood what was coming out. But if AT&T would prefer, I would be happy to --

**CHAIRMAN JACOBS:** I think what happened initially is that I thought corrected testimony copies

1 were given to the court reporter. But now as I recall, I  
2 may have been confused because that was not the case. We  
3 took the exhibits. Maybe what we should do is just  
4 designate them all as one exhibit. Yes, let's do that.

5 MS. WHITE: Then I would ask after we have  
6 handed out this errata sheet for Mr. Milner's direct,  
7 rebuttal testimony and exhibits, I would ask Mr. Milner is  
8 this errata sheet true and correct to the best of your  
9 knowledge?

10 THE WITNESS: Yes, it is.

11 MS. WHITE: And I would ask that the errata  
12 sheet be marked as the next exhibit.

13 CHAIRMAN JACOBS: I'm thinking let's make all of  
14 them one.

15 MS. WHITE: Oh, a composite exhibit with the  
16 direct Exhibit Number 1?

17 CHAIRMAN JACOBS: Right. And this would be --  
18 if it is okay with the parties, we will make an errata  
19 sheet Composite Exhibit 4 all the BellSouth witnesses, and  
20 you had one for your witness, right?

21 MS. OCKLEBERRY: An errata sheet?

22 CHAIRMAN JACOBS: Right.

23 MS. OCKLEBERRY: I believe one of the witnesses  
24 did.

25 CHAIRMAN JACOBS: So Composite Exhibit 20 will

1 be an errata sheet for all the BellSouth witnesses.

2 MS. OCKLEBERRY: Mr. Chairman, I have been  
3 informed we had two errata sheets for the witnesses.

4 CHAIRMAN JACOBS: And so Composite Exhibit 21  
5 will be the exhibits for errata sheets for all AT&T  
6 witnesses.

7 MS. WHITE: Thank you.

8 (Exhibits 20 and 21 marked for identification.)

9 BY MS. WHITE:

10 Q Back to your rebuttal testimony, Mr. Milner.  
11 With the exceptions listed in your errata sheet, did you  
12 have any changes or corrections to make to your rebuttal  
13 testimony?

14 A No.

15 Q And if I were to ask you the same questions  
16 today that are contained in your prefiled rebuttal  
17 testimony, would your answers be the same?

18 A Yes.

19 MS. WHITE: And I would ask that Mr. Milner's  
20 rebuttal testimony subject to the errata sheet, be moved  
21 into evidence as if read. Inserted into the record, I'm  
22 sorry, as if read.

23 CHAIRMAN JACOBS: Show it admitted into the  
24 record as though read.

25

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF W. KEITH MILNER  
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 000731-TP  
5 JANUARY 3, 2001  
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND  
8 YOUR POSITION WITH BELL SOUTH TELECOMMUNICATIONS,  
9 INC. ("BELL SOUTH").  
10

11 A. My name is W. Keith Milner. My business address is 675 West  
12 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -  
13 Interconnection Services for BellSouth. I have served in my present  
14 position since February 1996.  
15

16 Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED  
17 DIRECT TESTIMONY IN THIS DOCKET?  
18

19 A. Yes.  
20

21 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING  
22 FILED TODAY?  
23

24 A. I will respond to portions of the testimony of AT&T Communications of  
25 the Southern States, Inc. and TCG South Florida (collectively "AT&T")

DOCUMENT NUMBER-DATE

1 00121 JAN-30

FPSC-RECORDS/REPORTING

1 witnesses Bradbury, Lindemann, and Mills with respect to Issues 8, 14,  
2 19-20, 23, and 25.

3

4 **Issue 8: What terms and conditions, and what separate rates if any,**  
5 **should apply for AT&T to gain access to and use BellSouth facilities to**  
6 **serve multi-unit installations?**

7

8 Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE BETWEEN  
9 AT&T AND BELL SOUTH REGARDING THIS ISSUE?

10

11 A. As I stated in my direct testimony, there are four parts to this issue.  
12 First, AT&T wants this Commission to revisit an earlier decision that it  
13 made when it determined that BellSouth would be allowed to create  
14 the "access" terminal located between BellSouth's terminal and the  
15 ALEC's terminal serving any particular garden apartment, and by  
16 necessary extension, any high rise building. Second, assuming AT&T  
17 convinces the Commission to revisit this issue in the first instance,  
18 AT&T then wants to argue that it should have direct access to certain  
19 sub-loop elements including network terminating wire (NTW) and intra-  
20 building network cable (INC) (sometimes referred to as "riser cable")  
21 without the use of the access terminal. That is, AT&T evidently thinks  
22 that it, and presumably any other ALEC in the state, should have the  
23 right to go into an equipment closet or some other place where  
24 BellSouth has network facilities, and be able to tap into those facilities  
25 directly rather than being required to use the access terminal that I



1 described above. The third part of this issue involves a dispute over  
2 what sub-loop elements AT&T gets when AT&T purchases NTW. The  
3 fourth sub-part deals with access to the so-called "first" NTW pair, an  
4 issue that BellSouth believes settled but which AT&T nonetheless  
5 raises.

6

7 Q. HAS THIS COMMISSION ADDRESSED THE ISSUE OF AN ACCESS  
8 TERMINAL IN BOTH THE CASE OF GARDEN APARTMENTS AND  
9 HIGH RISE BUILDINGS?

10

11 A. Yes. As I stated in my direct testimony, this Commission has  
12 considered the issue of access to the sub-loop element referred to as  
13 NTW in the arbitration proceedings between BellSouth and MediaOne  
14 in Docket No. 990149-TP and denied MediaOne direct access to NTW  
15 and required an access terminal to be placed between BellSouth's  
16 network and MediaOne's network. The access terminal gives  
17 MediaOne the access to NTW it desires without reducing network  
18 reliability and security. BellSouth believes the underlying issues here  
19 (that is, providing an ALEC unbundled access to INC while preserving  
20 network reliability and security) are the same as were addressed in the  
21 MediaOne arbitration cited above. This Commission determined that  
22 MediaOne and others could gain access to unbundled NTW (UNTW)  
23 without reducing network security and reliability by adopting  
24 BellSouth's proposed form of access.

25

1 BellSouth believes the use of access terminals as ordered by this  
2 Commission gives ALECs the requested access to unbundled sub-loop  
3 elements while still maintaining network reliability and security in the  
4 case of both garden apartments and high rise buildings. Such access  
5 should apply to all sub-loop elements, including access to INC.

6

7 Q. BEGINNING ON PAGE 3 OF HIS TESTIMONY, MR.  
8 LINDEMANN STATES THAT "BELLSOUTH CONTINUES TO  
9 ARGUE THAT AT&T SHOULD HAVE ACCESS TO INSIDE  
10 WIRE BY MEANS OF A SUPERFLUOUS INTERMEDIATE  
11 'ACCESS TERMINAL'." HE THEN REFERS TO EXHIBIT RL-1  
12 THAT SHOWS AT&T'S POSITION REGARDING WIRING  
13 CLOSET AND GARDEN TERMINAL SCENARIOS. PLEASE  
14 COMMENT.

15

16 A. Mr. Lindemann's statement and AT&T's position, that he  
17 references as Exhibit RL-1, are most interesting. For example,  
18 Exhibit RL-1 depicts a Wiring Closet scenario and a Garden  
19 Terminal scenario which clearly shows the "Access CSX  
20 Provided by BST". This is the access terminal that BellSouth  
21 believes gives ALECs appropriate access to unbundled sub-  
22 loop elements. The note at the bottom of the diagram explains  
23 that "CSX" stands for "cross-connect". His own drawing also  
24 shows BellSouth's terminal (which he labels as "BST CSX  
25 Provided by BST") as well as the terminals of other ALECs

1 (which he labels as "ALEC 1 CSX Provided by ALEC" and  
2 "ALEC 2 CSX Provided by ALEC"). Thus, I believe it to be  
3 entirely clear that even Mr. Lindemann, on behalf of AT&T,  
4 advocates the use of the access terminal for access to  
5 unbundled sub-loop elements.

6

7 Q. ON PAGE 4 OF HIS TESTIMONY, MR. LINDEMANN REFERS  
8 TO EXHIBITS RL-2 AND RL-3, BOTH OF WHICH PERTAIN TO  
9 BELLSOUTH'S POSITION FOR ACCESS TO UNTW AND  
10 NTW, AND ALLEGES THAT THEY ARE INCONSISTENT  
11 WITH EACH OTHER ON SOME PARTS. PLEASE COMMENT.

12

13 A. The two exhibits Mr. Lindemann references appear to be  
14 consistent with each other as to BellSouth's proposal and  
15 position for access to unbundled sub-loop elements, which is  
16 consistent with this Commission's requirements as set forth in  
17 the MediaOne Order.

18

19 Q. ON PAGE 4 OF HIS TESTIMONY, MR. LINDEMANN STATES THAT  
20 "BELLSOUTH'S PROPOSAL IS UNNECESSARY, INEFFICIENT,  
21 COSTLY, AND IT DISCRIMINATES AGAINST THE ALECS."  
22 PLEASE COMMENT.

23

24 A. I disagree with Mr. Lindemann. The fact remains that this  
25 Commission's requirements in the MediaOne Order should be adhered

1 to by all parties including BellSouth and AT&T. As to Mr. Lindemann's  
2 contention that an access terminal is now "unnecessary", apparently  
3 this Commission agreed that such an access arrangement was, in fact,  
4 necessary. It did so after hearing BellSouth's concerns over the  
5 impact of direct access to sub-loop elements by ordering BellSouth to  
6 construct a single point of interconnection, which I believe to be the  
7 access terminal, in cases where one does not exist.

8  
9 Further, with direct access, BellSouth would be at AT&T's and other  
10 ALECs' mercy to tell BellSouth how, when, where, and the amount of  
11 BellSouth's facilities that were being used. As I stated in my direct  
12 testimony, the bottom line is that such uncontrolled access to these  
13 sub-loop elements would have a totally debilitating effect on  
14 BellSouth's ability to maintain accurate cable inventory records. It  
15 would be simply impossible for BellSouth to ever have an accurate  
16 record of its facilities if every ALEC in the state had direct access to  
17 these facilities.

18  
19 **Q. MR. LINDEMANN, ON PAGE 5 OF HIS TESTIMONY, STATES THAT**  
20 **BELLSOUTH'S PROPOSAL WOULD ALWAYS REQUIRE THE**  
21 **PRESENCE OF A BELLSOUTH TECHNICIAN, AT ALEC EXPENSE,**  
22 **WHEN THE ALEC PROVISIONS SERVICE. IS THIS TRUE?**

23  
24 **A. No. BellSouth will pre-wire pairs upon request which would obviate the**  
25 **need to have a BellSouth technician dispatched each time AT&T wants**

1 access to a given end user customer.

2

3 Q. IN DESCRIBING BELLSOUTH'S PROVISION OF UNTW TO ALECS  
4 AND ITS OWN USE, MR. LINDEMANN STATES "FIRST, THE ALEC  
5 MUST PAY BELLSOUTH EVERY TIME BELLSOUTH SENDS A  
6 TECHNICIAN TO PROVISION AN INSIDE WIRE PAIR FOR THE  
7 ALEC". PLEASE COMMENT.

8

9 A. There is no need to dispatch a BellSouth technician each time the  
10 ALEC connects its service to end users in a given MDU if the ALEC  
11 has requested pre-wiring of a sufficient number of pairs during the  
12 initial installation. Only the ALEC can determine what it considers to  
13 be a sufficient number of pairs. If, instead of pre-wiring pairs, AT&T  
14 elects to request pairs on a "pay as you go" basis, BellSouth is entitled  
15 to recover the costs associated with such dispatches.

16

17 Q. HOW CAN THE ALEC REDUCE CHARGES FOR PROVISIONING  
18 PAIRS?

19

20 A. As Mr. Lindemann correctly states, on page 5 of his testimony, that  
21 "the ALEC could reduce these charges by ordering 'available' inside  
22 wire pairs to every unit in the building, but it then must pay BellSouth a  
23 monthly charge for each pair, whether it has a customer for that pair, or  
24 not". It's simply a case of paying a minimum charge initially as  
25 opposed to paying a potentially greater charge for provisioning later

1 on.

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I would like to make another point relative to the issue of AT&T reducing its costs. AT&T incorrectly states that it must dispatch to rewire the network interface unless BellSouth surrenders its first pair of NTW. This is untrue. Typically, jacks accommodate two different telephone lines (that is, they contain four pins, two of which are connected to the first pair while the other two pins are connected to the second pair). Assuming AT&T requests and is provided with the second pair, all that would be necessary for end user connectivity is a simple "splitter" jack which the end user would plug into any existing telephone jack. The "splitter" jack is in a "Y" configuration. Thus, with the "splitter" plugged into the wall telephone jack, the end user could simply plug a telephone into either Line 1 (BellSouth) or Line 2 (AT&T). This "splitter" jack is a very simple, inexpensive device that is used today by BellSouth to enable customers to pick and choose between two lines at any particular jack location. Dispatching is unnecessary when all that is required is end user access to a pre-provisioned line provided on the second pair of NTW by AT&T. As a point of interest, I recently purchased a "splitter" from Radio Shack for just over \$7.00 that allows a customer to connect two single-line telephone devices to either of two phone lines. I believe that if I could purchase this "splitter" at a retail cost of just over \$7.00, then an ALEC such as AT&T should be able to purchase a significant amount of "splitters" at wholesale for a fraction of the unit cost of \$7.00 which I paid.

1

2 The use of such a "splitter" would obviate the need to rearrange inside

3 wire. The first NTW pair is extended to one jack on the "splitter" and

4 the second NTW pair is extended to a second jack on the "splitter".

5 Thus, an end user customer could simply plug a telephone into one

6 jack or the other and thus be connected to the service provider of the

7 customer's choosing.

8

9 Q. ON PAGE 6 OF HIS TESTIMONY, MR. LINDEMANN INDICATES  
10 THAT "OBTAINING TWO INSIDE WIRE PAIRS TO EACH UNIT IN AN  
11 MDU (IF THEY ARE AVAILABLE) DOUBLES THE MONTHLY COST  
12 TO THE ALEC, REGARDLESS OF WHETHER IT HAS ANY  
13 CUSTOMERS". PLEASE COMMENT.

14

15 A. This is purely a function of doing business. AT&T ignores the fact that  
16 BellSouth pays the costs associated with equipment installed and in  
17 service as well as for equipment installed but not yet in service. In  
18 most cases today, for example, BellSouth installs six-pair NTW even  
19 though some users may only order one line. The same conceptual  
20 considerations apply to AT&T; that is incurring costs upfront in order to  
21 reduce or eliminate possible future costs that are higher.

22

23 Q. MR. LINDEMANN, ON PAGE 6 OF HIS TESTIMONY, STATES  
24 "FINALLY, BELLSOUTH'S PROPOSAL DOES NOT INCLUDE A  
25 NETWORK INTERFACE DEVICE (NID). THEREFORE, UNLESS

1 BELL SOUTH PROVIDES ACCESS TO THE "FIRST" PAIR (THE PAIR  
2 CONNECTED TO LINE 1 OF THE INSIDE WIRE WITHIN A GIVEN  
3 UNIT), THE ALEC MUST UNDERTAKE THE TASK OF LOCATING  
4 THE "FIRST" JACK WITHIN THE UNIT – THE POINT AT WHICH  
5 BELL SOUTH'S FACILITIES ENTER THE UNIT". PLEASE  
6 COMMENT.

7

8 A. As an alternative to installing its own NID, BellSouth has offered the  
9 option to have BellSouth install a NID for AT&T's use with its requested  
10 NTW pairs instead of AT&T dispatching a technician to do the work.  
11 To date, AT&T has not requested BellSouth to install the NID. I would  
12 note, however, that the practice of using the "first jack" as the  
13 demarcation point instead of a NID is a common practice and fully  
14 compliant with all state and federal regulations.

15

16 Obviously, BellSouth's own technicians must routinely determine the  
17 demarcation point (the "first jack" in some cases) to determine whether  
18 the end user customer should be billed for any changes or repairs to  
19 inside wire at the customer's premises. Far from being a significant  
20 task as implied by Mr. Lindemann, BellSouth's technicians are adept at  
21 determining the likely entrance point to the individual customer's  
22 premises and quickly locating the demarcation point. I believe that  
23 AT&T's technicians are or could easily become equally adept.

24

25 Q. ON PAGE 7 OF HIS TESTIMONY, MR. LINDEMANN INDICATES



1 THAT BELLSOUTH'S INITIAL PROPOSAL PUTS ALECS AT AN  
2 ENORMOUS COMPETITIVE DISADVANTAGE AND STATES "FIRST,  
3 THE ALEC MUST ARRANGE AND PAY FOR THE DISPATCH OF A  
4 BELLSOUTH TECHNICIAN TO REARRANGE THE INSIDE WIRE".  
5 IS THIS TRUE?

6  
7 A. No. BellSouth will charge for provisioning UNTW just as BellSouth will  
8 charge for provisioning of any of its services. If the ALEC at the initial  
9 provisioning of UNTW requests pre-wiring of spare pairs, then a  
10 dispatch of a BellSouth technician is not necessary each time the  
11 ALEC wishes to connect service to its end users. Furthermore, only an  
12 initial entry to a customer's premises would be required to install the  
13 NID if the ALEC requests BellSouth to install a NID.

14  
15 BellSouth has discussed with AT&T and other ALECs the use of a new  
16 style of NID that allows the end user customer to connect the inside  
17 wire to the loop facilities of either or both of two service providers. One  
18 such device is the Siecor INI 200 device manufactured by Siecor  
19 Corporation. The use of a device such as the INI 200 allows wiring  
20 flexibility such that the end user could have one line provided by  
21 BellSouth and a second line provided by an ALEC such as AT&T.  
22 Alternatively, the Siecor INI 200 may be wired such that both first and  
23 second lines are both provided by either BellSouth or by an ALEC such  
24 as AT&T. Doing so would obviate the need for a service provider to  
25 visit the end user customer's premises after the initial installation of this

1 type of jack.

2

3 Q. CONTINUING ON IN HIS DISCUSSION FROM ABOVE, MR.  
4 LINDEMANN STATES "SECOND, UNLESS BELLSOUTH IS WILLING  
5 TO GIVE ALECS ACCESS TO THE FIRST INSIDE WIRE PAIR AT  
6 THE SPOI, AN ALEC TECHNICIAN MUST LOCATE THE FIRST  
7 JACK IN THE UNIT AND REARRANGE THE WIRING THERE".  
8 PLEASE COMMENT.

9

10 A. Mr. Lindemann is mistaken. BellSouth will allow AT&T access to any  
11 NTW pair including the so-called "first" NTW pair unless the end user  
12 will continue to receive service from BellSouth over that first NTW pair.  
13 Further, if AT&T has difficulty in locating the demarcation point for  
14 whatever reason, BellSouth will, as an alternative, locate the  
15 demarcation point in the unit as well as rearrange wiring upon AT&T's  
16 request.

17

18 Q. MR. LINDEMANN IMPLIES THAT THE ABOVE TASKS ARE  
19 UNNECESSARY AND SERVE NO USEFUL PURPOSE. HE STATES  
20 "AS I WILL EXPLAIN BELOW, ALEC TECHNICIANS ARE FULLY  
21 CAPABLE OF REARRANGING INSIDE WIRE WITHOUT  
22 DISRUPTING OTHER CUSTOMERS' SERVICE OR OTHERWISE  
23 HARMING BELLSOUTH'S FACILITIES". WHAT IS BELLSOUTH'S  
24 POSITION?

25

1 A. As capable as AT&T's technicians may be, BellSouth is entitled to  
2 protection of its network and even more importantly, to protect the  
3 quality of service BellSouth provides to its customers, both its end user  
4 customers as well as other local service providers who are BellSouth's  
5 customers. AT&T's technicians could, intentionally or unintentionally,  
6 disrupt the service provided by BellSouth to its end user customers or  
7 the service provided by other ALECs using BellSouth's UNTW. The  
8 FCC requires that "each carrier must be able to retain responsibility for  
9 the management, control, and performance of its own network." (First  
10 Report and Order 96-325, ¶ 203) AT&T's proposal strikes at the heart  
11 of this provision and, if allowed, would render BellSouth incapable of  
12 managing and controlling its network in the provision of service to its  
13 end user customers. Clearly, the adoption of AT&T's proposal stands  
14 at odds with the FCC's rules.

15

16 Further, BellSouth would be completely reliant on AT&T self-reporting  
17 how many pairs it uses. Any other ALEC could likewise use pairs and  
18 would have to let BellSouth know that it was doing in order for  
19 BellSouth to recover its costs. How AT&T believes accurate records of  
20 inventory and current status (that is, in use, spare, or defective) would  
21 be maintained is a mystery. In reality, such accurate records could not  
22 be kept, thus denying BellSouth any reasonable control over its  
23 property and inevitably leading to service disruptions.

24

25

1 **Issue 14: What coordinated cutover process should be implemented to**  
2 **ensure accurate, reliable, and timely cutovers when a customer changes**  
3 **local service from BellSouth to AT&T?**

4

5 Q. BEGINNING ON PAGE 4 OF HIS TESTIMONY, MR. MILLS  
6 SUGGESTS THAT BELLSOUTH'S HOT CUT PROCESS IS  
7 INADEQUATE AND UNLESS IT IS MODIFIED, IT WILL RESULT IN  
8 AN INCREASED NUMBER OF MISSED APPOINTMENTS WHICH  
9 WILL ULTIMATELY IMPACT THE CUSTOMER. PLEASE  
10 COMMENT.

11

12 A. First, BellSouth categorically denies AT&T's assertion that BellSouth's  
13 procedures for hot cuts are inadequate. BellSouth uses a very detailed  
14 process for conversion of live local service and uses these same  
15 procedures across the region for all ALECs with a high level of  
16 success.

17

18 BellSouth has a proven hot cut process that ensures a smooth  
19 conversion with Local Number Portability (LNP) with minimum end  
20 user service interruption. BellSouth's current process provides for:  
21 pre-service testing to ensure that both the BellSouth wiring is correct  
22 as well as the wiring and translations of the receiving ALEC; pre-due  
23 date and pre-conversion confirmation to ensure that both parties are in  
24 agreement on the cut date and time as well as other necessary  
25 provisioning information; a completion notice to the ALEC to allow for

1 acceptance testing and number porting; and a jeopardy notice in the  
2 event a conversion cannot be accomplished by the confirmed date or  
3 time.

4

5 As to missed appointments increasing to the point of impacting the  
6 customer, this would occur if either service provider (that is, AT&T or  
7 BellSouth) fails to follow a rational and consistent process for  
8 converting live service. However, BellSouth does not agree that this is  
9 the norm nor has BellSouth exhibited a pattern of failure that has  
10 resulted in the level of service outage alleged to have been  
11 experienced by AT&T end users.

12

13 Q. ON PAGE 12 OF HIS TESTIMONY, MR. MILLS IMPLIES THAT  
14 BELLSOUTH'S FIRM ORDER CONFIRMATION (FOC) DOES NOT  
15 PROVIDE AT&T WITH A COMMITMENT FROM BELLSOUTH THAT  
16 THE HOT CUT WILL BE PERFORMED AT THE REQUESTED DUE  
17 DATE OR TIME. PLEASE COMMENT.

18

19 A. BellSouth provides two options to AT&T that I believe allow AT&T the  
20 flexibility to meet AT&T's business needs. With the first option, AT&T  
21 can set a time for a loop conversion by ordering and paying for time  
22 specific order coordination. With this option, BellSouth commits to use  
23 best efforts to complete the conversion as specified by AT&T at the  
24 ordered time and by the offered date. If unforeseen circumstances  
25 such as facility shortages, weather, acts of God, manpower shortages,

1 and the like, occur during the provisioning process which may cause  
2 the date or time of the conversion to be in jeopardy, BellSouth notifies  
3 AT&T as soon as the jeopardy is identified to allow AT&T to respond to  
4 its customer as appropriate. This commitment is the same  
5 commitment that BellSouth provides to its own end users when  
6 establishing order due dates and provides AT&T with not only a  
7 meaningful opportunity to compete but also provides the same  
8 opportunity for successful due date performance as is provided to a  
9 BellSouth end user.

10

11 However, If AT&T elects not to order via the first option (that is, time  
12 specific order coordination) AT&T may request order coordination from  
13 BellSouth. This second option provides for BellSouth and AT&T to  
14 mutually agree on the conversion time, or window of time, 24 to 48  
15 hours in advance of the conversion. Again, if unforeseen  
16 circumstances occur that may jeopardize BellSouth's ability to perform  
17 the conversion, BellSouth notifies AT&T as soon as the jeopardy is  
18 identified.

19

20 **Q. MR. MILLS EXPRESSES CONCERNS THAT BELLSOUTH DOES**  
21 **NOT PERFORM CERTAIN LOOP FACILITY OR CONNECTING**  
22 **FACILITY ASSIGNMENT (CFA) CHECKS AFTER RECEIPT OF THE**  
23 **LOCAL SERVICE REQUEST (LSR) BUT PRIOR TO THE ISSUANCE**  
24 **OF A FOC WHICH RENDERS THE FOC USELESS BECAUSE AT&T**  
25 **HAS NO ASSURANCE THAT LOOP FACILITIES WILL BE**

1 AVAILABLE ON THE DAY OF THE CUTOVER. PLEASE COMMENT.

2

3 A. It is AT&T's responsibility to assign and maintain the CFA database.  
4 BellSouth has no way of verifying AT&T's CFA information at the time  
5 of receiving AT&T's LSR. BellSouth agrees that in most cases there  
6 should not be a clarification or reject notification after it sends the FOC  
7 to the ALEC. However, there are certain situations where a  
8 clarification or reject notification is appropriate. One such example is  
9 the situation where AT&T gives BellSouth inaccurate CFA information  
10 via AT&T's LSR to BellSouth. BellSouth has no way of verifying  
11 AT&T's CFA information at the time of receiving AT&T's LSR. At the  
12 time any such errors are discovered, which is often when BellSouth's  
13 mechanized assignment systems recognize that the CFA information  
14 provided is in error (a process always performed after the FOC is  
15 delivered to the ALEC), such clarification or reject notifications are  
16 appropriate. In this case, the cause of the clarification or reject  
17 notification is the result of AT&T's error rather than BellSouth's error.

18

19 Q. FURTHER ON PAGE 12 OF HIS TESTIMONY, MR. MILLS  
20 SUGGESTS THAT IF PROBLEMS ARISE DURING THE PROCESS  
21 AFTER BELLSOUTH HAS ISSUED THE FOC, BELLSOUTH SENDS  
22 A CLARIFICATION NOTICE TO AT&T INSTEAD OF A JEOPARDY  
23 NOTICE AND AS SUCH, THIS DOES NOT ALLOW FOR A  
24 SUFFICIENT TIME TO CORRECT PROBLEMS AND MEET THE  
25 CUSTOMER'S DUE DATE AND TIME. PLEASE COMMENT.

1

2 A. A clarification and new due date are required when the CFA is not  
3 vacant because BellSouth is not in control of knowing which CFA  
4 AT&T would like to assign and is not in control of when AT&T will  
5 respond to the notice. When errors are discovered during the process,  
6 if BellSouth were to simply place AT&T's order in jeopardy status, the  
7 net effect would be to delay the completion of other ALECs' orders  
8 since BellSouth would have to keep resources scheduled and  
9 committed during the time it takes for AT&T to correct its problem.

10

11 Q. MR. MILLS CONTENDS THAT BELLSOUTH DOES NOT PROVIDE  
12 AT&T WITH 48 HOURS NOTICE THAT ALL ENGINEERING AND  
13 CENTRAL OFFICE WORK HAS BEEN COMPLETED. PLEASE  
14 COMMENT.

15

16 A. BellSouth performs the necessary pre-conversion tests 24 to 48 hours  
17 in advance of cutover. BellSouth notifies AT&T if during the pre-  
18 conversion testing if either AT&T dial tone or Automatic Number  
19 Announcement Circuit (ANAC) tests have failed and need to be  
20 corrected by AT&T.

21

22 Q. ON PAGE 13 OF HIS TESTIMONY, MR. MILLS STATES THAT  
23 BELLSOUTH OFTEN CLOSES ORDERS WITHOUT PROPERLY  
24 NOTIFYING AT&T BY CALLING THE IMPLEMENTATION CONTACT  
25 NUMBER PROVIDED ON THE LSR TO INDICATE THAT ALL



1 REQUESTED WORK IS COMPLETE. FURTHER, BELLSOUTH  
2 STILL DOES NOT FOLLOW THE AGREED UPON PROCESS. IS HE  
3 CORRECT?

4

5 A. No. BellSouth properly utilizes the implementation contact number to  
6 report hot cut completion. This has been confirmed by BellSouth staff  
7 reviews. BellSouth has found through observation that often when  
8 BellSouth calls to report the completion, the caller is transferred to  
9 voice mail. Additionally, BellSouth has found that hot cut completion  
10 information has not been recorded by AT&T personnel.

11

12 Q. ON PAGE 19 OF HIS TESTIMONY, MR. MILLS INDICATES THAT  
13 BELLSOUTH HAS NOT OFFERED TO CHANGE ITS PROCESS  
14 REGARDING LOOP FACILITY CHECK AND CFA CHECK. PLEASE  
15 COMMENT.

16

17 A. AT&T was evidently not aware that they had access to loop make-up  
18 information that provides them the facility check they are seeking. This  
19 was made known to them on December 12, 2000, during contract  
20 negotiations.

21

22 Q. MR. MILLS EXPRESSES CONCERNS OVER BELLSOUTH'S  
23 ISSUANCE OF A CLARIFICATION NOTICE INSTEAD OF A  
24 JEOPARDY NOTICE. PLEASE COMMENT.

25

1 A. BellSouth believes that, with the implementation of access to Loop  
2 Facility Assignment Control System (LFACS) for pre-ordering CFA  
3 check, BellSouth and AT&T have reached agreement on contract  
4 language that resolves this issue.

5

6 Q. ON PAGE 30 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT  
7 WHILE OBSERVING THE GEORGIA PUBLIC SERVICE  
8 COMMISSION'S (GPSC'S) DATA RECONCILIATION TRIAL, AT&T  
9 FOUND THAT BELLSOUTH IS UNABLE TO MEET AT&T'S TIME  
10 SPECIFIC CUT REQUIREMENTS. DO YOU AGREE?

11

12 A. No. BellSouth disagrees that the GPSC's hot cut data reconciliation  
13 trial has determined that either BellSouth's data or performance is  
14 inadequate. The process has only revealed that AT&T has raised  
15 operational issues that were not part of the original hot cut process that  
16 the parties documented in previous testimony. AT&T wants Bellsouth  
17 to call just prior to the start of the conversion. Bellsouth stated that this  
18 would delay the conversion and cause additional issues (for example,  
19 what happens if BellSouth cannot reach AT&T to inform AT&T of the  
20 start?). Again, I believe this issue has been resolved recently during  
21 the negotiations process.

22

23

24

25

1 **Issue 19: When AT&T and BellSouth have adjoining facilities in a**  
2 **building outside BellSouth's central office, should AT&T be able to**  
3 **purchase cross-connect facilities to connect to BellSouth or other ALEC**  
4 **networks without having to collocate in BellSouth's portion of the**  
5 **building?**

6  
7 Q. ON PAGE 32 OF HIS TESTIMONY, MR. MILLS STATES THAT AT&T  
8 SHOULD BE ALLOWED TO CONNECT ITS FACILITIES TO  
9 BELLSOUTH AND OTHER ALECS WHEN BELLSOUTH AND AT&T  
10 OCCUPY THE SAME BUILDING. PLEASE COMMENT.

11  
12 A. As I stated in my direct testimony, AT&T's proposal has the effect of  
13 expanding the definition of premises beyond that which is required by  
14 the FCC regulations or that which is necessary. AT&T simply wishes  
15 to take advantage of its former corporate ownership of BellSouth.  
16 BellSouth's agreement to AT&T's terms would cause BellSouth to  
17 provide AT&T with more favorable treatment than to other local service  
18 providers. AT&T has suggested that it use cross connects between its  
19 equipment in AT&T's premises with BellSouth's equipment in the  
20 BellSouth central office. The type building AT&T is referring to might  
21 be thought of as a condominium arrangement because AT&T's part  
22 and BellSouth's part adjoin each other and sometimes have special  
23 conduits or other structures between the two parts. However, AT&T's  
24 part of the building is not part of BellSouth's premises. So what AT&T

1 is really asking for is a new form of interconnection which only AT&T  
2 could use since only BellSouth and AT&T have this situation.

3

4 The recent decision by the United States Court of Appeals for the  
5 District of Columbia Circuit (Argued February 2, 2000, Decided March  
6 17, 2000, No. 99-1176) addressed the issue of ILEC obligations to  
7 provide co-carrier cross-connects and adjacent collocation and held  
8 that ILECs are required to provide collocation so long as that  
9 collocation was on the ILEC's premises.

10

11 The Court further stated that Section 251(c)(6) only requires that the  
12 ILECs reasonably provide space for "physical collocation of equipment  
13 necessary for interconnection or access to unbundled network  
14 elements at the premises of the local exchange carrier, nothing more."

15

16 Even if the FCC were to find that co-carrier cross-connects are  
17 "necessary for interconnection or access to unbundled network  
18 elements", it is clear to me that such a requirement that BellSouth  
19 provide co-carrier cross-connects is limited to the situation where an  
20 ALEC such as AT&T is collocated within the BellSouth premises. My  
21 understanding of the Circuit Court's decision in no way creates a  
22 requirement that BellSouth provide AT&T with cross-connects in lieu of  
23 other forms of interconnection between AT&T's network and  
24 BellSouth's network.

25

1 **Issue 20: Is conducting a statewide investigation of criminal history**  
2 **records for each AT&T employee or agent being considered to work on**  
3 **a BellSouth premises a security measure that BellSouth may impose on**  
4 **AT&T?**

5

6 Q. ON PAGE 36 OF HIS TESTIMONY, MR. MILLS STATES THAT THE  
7 REQUIREMENT FOR CRIMINAL BACKGROUND CHECKS IS  
8 "EXCESSIVE, UNREASONABLE AND DISCRIMINATORY.  
9 ESSENTIALLY, BELLSOUTH WOULD REQUIRE ALL OF AT&T'S  
10 FIELD TECHNICIANS TO UNDERGO A COMPLETE CRIMINAL  
11 BACKGROUND CHECK SINCE ANY SUCH TECHNICIAN MAY BE  
12 CALLED UPON TO WORK IN OUR COLLOCATION SPACE AT  
13 ANYTIME." DOES BELLSOUTH INSIST THAT AT&T PERFORM  
14 SECURITY CHECKS OF ALL ITS EMPLOYEES AS SUGGESTED BY  
15 MR. MILLS?

16

17 A. No. BellSouth is indifferent to the security measures and background  
18 checks AT&T makes for its employees to access its own buildings.  
19 However, BellSouth is rightly concerned for proper security measures  
20 and background criminal checks for those of AT&T's employees for  
21 which AT&T wants unescorted access to BellSouth's premises. If  
22 AT&T doesn't want to perform background criminal checks of all of its  
23 employees, it need only check those of its employees it wants admitted  
24 to BellSouth's premises.

25

1 Q. ON PAGE 36 OF HIS TESTIMONY, MR. MILLS STATES "THE  
2 CRIMINAL BACKGROUND CHECK PROPOSED BY BELLSOUTH  
3 DOES NOTHING TO LIMIT OR RESTRICT A WORKER FROM  
4 HARMING OR DAMAGING PROPERTY." DO YOU AGREE?

5

6 A. No. Criminal background checks are a reasonable way to prevent  
7 known criminals from even being in a place where they could cause  
8 harm or damage to BellSouth's or an ALEC's network. Mr. Mills'  
9 suggestion is sort of like saying that preventing known bank robbers  
10 from entering banks does not lessen the risk that a bank will be  
11 robbed.

12

13 Q. MR. MILLS, ON PAGE 37 OF HIS TESTIMONY, STATES "AT&T IS  
14 WILLING TO PROVIDE INDEMNIFICATION FOR LOSS OR DAMAGE  
15 THAT OCCURS TO BELLSOUTH'S PROPERTY AT A BELLSOUTH  
16 PREMISE AS A RESULT OF THE ACTIVITIES OF AN AT&T  
17 EMPLOYEE OR CONTRACTOR." PLEASE COMMENT.

18

19 A. AT&T's offer to indemnify BellSouth for bodily injury or property  
20 damage is not sufficient in light of the asset at risk. Indemnification is  
21 an after the fact solution. By requiring criminal background  
22 investigations, BellSouth is seeking to protect the consumer and other  
23 ALECs up front from the incumbent risks.

24

25 Q. ON PAGE 37 OF HIS TESTIMONY, MR. MILLS QUOTES THE FCC'S

1           ADVANCED SERVICES ORDER AT PARAGRAPH 46 AND  
2           SUGGESTS THAT BELL SOUTH HAS IMPOSED DISCRIMINATORY  
3           SECURITY REQUIREMENTS ON AT&T THAT IT DOES NOT  
4           IMPOSE ON ITSELF. IS HE CORRECT?

5  
6           A.    No. ILECs such as BellSouth are entitled under the FCC's order to  
7           "impose reasonable security arrangements to protect their equipment  
8           and ensure network security and reliability." Advanced Services Order  
9           at paragraph 46. That is all BellSouth's policy is meant to do.  
10          BellSouth believes a simple reading of today's newspaper headlines is  
11          sufficient to underscore the public's need for secure, reliable  
12          communications. BellSouth's security policies are a reasonable  
13          balance between giving ALECs unfettered access to BellSouth's  
14          premises while maintaining network reliability and security.

15  
16          **Issue 23: Has BellSouth provided sufficient customized routing in**  
17          **accordance with State and Federal law to allow it to avoid providing**  
18          **Operator Services/Directory Assistance ("OS/DA") as a UNE?**

19  
20          Q.    ON PAGE 38 OF HIS TESTIMONY, MR. BRADBURY ASSERTS  
21          "FROM A PRACTICAL STANDPOINT, THE CUSTOMIZED ROUTING  
22          ARCHITECTURE PROPOSED BY BELL SOUTH MUST BE FULLY  
23          IMPLEMENTABLE AND AVAILABLE IN EVERY END OFFICE  
24          WHERE TECHNICALLY FEASIBLE." DO YOU AGREE?

25

1 A. No. Mr. Bradbury would blithely demand that BellSouth spend money  
2 to equip each and every one of its end office switches for customized  
3 routing on the chance that AT&T might someday order customized  
4 routing. BellSouth has no obligation to spend its money in such a way.  
5 If, on the other hand, AT&T requests customized routing in each and  
6 every end office switch, BellSouth will gladly fulfill AT&T's request.

7

8 Q. ON PAGE 38 OF HIS TESTIMONY, MR. BRADBURY ASSERTS  
9 THAT BELLSOUTH IS REQUIRED TO PROVIDE A CUSTOMIZED  
10 ROUTING SOLUTION THAT CAN BE IMPLEMENTED IN A VERY  
11 SHORT PERIOD OF TIME AND THAT IS CAPABLE OF  
12 SUPPORTING BOTH BRANDED AND UNBRANDED RESPONSES  
13 TO CUSTOMERS' CALLS. PLEASE RESPOND.

14

15 A. Mr. Bradbury makes liberal use of the term "requirement" which I read  
16 to imply a legal obligation. Notwithstanding my disagreement with Mr.  
17 Bradbury's statement as to what BellSouth is required to do regarding  
18 customized routing, BellSouth's customized routing solutions can be  
19 provisioned promptly and can handle both branded and unbranded  
20 responses to end users' calls. AT&T need only place an order with  
21 BellSouth for customized routing and BellSouth will provide it.

22

23 Q. ON PAGE 39 OF HIS TESTIMONY, MR. BRADBURY STATES  
24 "BELLSOUTH HAS PROPOSED LINE CLASS CODE SOLUTION  
25 AND AN INTELLIGENT NETWORK ("AIN") SOLUTION FOR



1 CUSTOMIZED ROUTING. THE PROPOSED AIN SOLUTION HAS  
2 BEEN PROMISED BY BELLSOUTH FOR SEVERAL YEARS. TO  
3 DATE, BELLSOUTH HAS NOT DELIVERED ON ITS PROMISE." DO  
4 YOU AGREE?

5

6 A. Absolutely not. Both the LCC method and the AIN method are  
7 available today. The LCC method is available to ALECs in addition to  
8 BellSouth's AIN version and both have been tested and proved  
9 workable. If AT&T wants to use the LCC method, it merely needs to  
10 order it. Insofar as tests are concerned, AT&T itself participated in  
11 cooperative testing of BellSouth's AIN method for customized routing  
12 in 1997. Later BellSouth offered to do a trial of the AIN method in  
13 Louisiana yet not one ALEC, not even AT&T, showed the slightest  
14 interest in being part of that trial. It is thus surprising to me that Mr.  
15 Bradbury faults BellSouth for AT&T's unwillingness to use BellSouth's  
16 AIN solution which AT&T itself, in the first round of arbitrations, said it  
17 wanted. As with the LCC method, if AT&T wants to use the AIN  
18 method, it merely needs to order it.

19

20 Q. MR. BRADBURY FURTHER STATES "THAT TRIAL [THAT IS, THE  
21 JOINT BELLSOUTH/AT&T TESTING OF THE AIN SOLUTION]  
22 IDENTIFIED CALL SETUP PROBLEMS THAT INCREASED POST-  
23 DIALING DELAY TO APPROXIMATELY ONE SECOND FOR  
24 OPERATOR SERVICE CALLS AND TWO SECONDS FOR  
25 DIRECTORY ASSISTANCE CALLS. " DO YOU AGREE?

1  
2 A. No. First of all, post dialing delay is the time between when the end  
3 user finishes dialing and when the customer is informed (via ringing  
4 signal, busy tone or the like) of the call's progress. All switching  
5 systems take some time to translate the dialed digits, select an  
6 appropriate trunk group and the like, and all these functions contribute  
7 to post dialing delay. So, post dialing delay is not a consequence of  
8 BellSouth's AIN customized routing solution. With the AIN solution, a  
9 computer database is queried during call processing to determine the  
10 ALEC's preferred routing for a particular end user. This database  
11 query takes time and thus adds a small incremental bit of post dialing  
12 delay to the overall processing of the call. Second, BellSouth believes  
13 the post dialing delay will be only about one second. Third, if AT&T is  
14 concerned with even that small an amount of post dialing delay, AT&T  
15 can simply request the Line Class Code method and thereby eliminate  
16 its concerns for post dialing delay.

17  
18 Q. ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY CLAIMS THAT  
19 THE AIN DATABASE QUERY SHOULD BE PERFORMED BY THE  
20 END OFFICE SWITCH RATHER THAN BY BELLSOUTH'S AIN  
21 TANDEM SWITCH (AIN "HUB"). WHY DID BELLSOUTH CHOOSE  
22 TO PERFORM THE DATABASE QUERY FROM THE AIN HUB  
23 RATHER THAN FROM EACH AND EVERY END OFFICE SWITCH?

24  
25 A. The AIN method of customized routing allows the use of the AIN "hub"

1 concept, which yields several advantages as follows:

- 2 ● Allows the use of appropriate AIN "triggers" for all call types  
3 rather than only a limited set of call types.
- 4 ● Allows even those end office switches that are not AIN-capable  
5 to use the AIN customized routing solution.
- 6 ● Optimizes the use of trunk groups by allowing the carriage of  
7 customized routing traffic over common trunk groups between  
8 the end office and the AIN hub.

9

10 Thus, the AIN hubbing arrangement allows the use of the AIN method  
11 in all switches, even those that are not AIN capable. Also, the AIN  
12 hubbing arrangement allows some sharing of common trunk groups  
13 that other ALECs have stated they prefer.

14

15 Q, ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY ALLEGES  
16 THAT THE AIN SOLUTION IS INEFFICIENT BECAUSE IT  
17 BYPASSES THE INTELLIGENCE OF THE SWITCH AND REQUIRES  
18 EVERY SINGLE CALL TO QUERY THE DATABASE FOR ROUTING  
19 INSTRUCTIONS. IS HE CORRECT?

20

21 A. No. Mr. Bradbury appears to be generally attacking the use of AIN.  
22 He asserts that AIN was not intended to support normal call routing  
23 and does not work well for high-volume based calling. He is wrong. I  
24 would note that on-line databases are used millions of times a day for  
25 determining whether or not to honor long distance calling cards and for

1 determining the calling name to be displayed on an end user's  
2 telephone, just to name a couple of applications. These are certainly  
3 high volume calling applications and they are accomplished via AIN  
4 solutions. No one seriously claims that these functions should be (or  
5 even could be) accomplished by putting that intelligence into each and  
6 every single switch in the network. Indeed, flexibility of call routing was  
7 the driving motivation for AIN in the first place. Similarly, BellSouth's  
8 AIN method for customized routing puts relevant information into an  
9 on-line database for use during call processing. This allows ALECs  
10 including AT&T great flexibility in determining how to handle the calls  
11 from specific end users.

12

13 Q. ON PAGE 41 OF HIS TESTIMONY, MR. BRADBURY TURNS HIS  
14 ATTENTION TO THE LINE CLASS CODE METHOD FOR  
15 CUSTOMIZED ROUTING AND STATES "WHILE LINE CLASS  
16 CODES HAVE BEEN USED TO PERFORM CUSTOMIZED  
17 ROUTING, BELLSOUTH HAS NOT YET PROVIDED SUFFICIENT  
18 INFORMATION SUCH AS ORDERING INSTRUCTIONS AND  
19 SUPPORTING DOCUMENTATION TO AT&T FOR EACH OF THE  
20 CUSTOMIZED ROUTING OPTIONS THAT BELLSOUTH MUST  
21 PROVIDE." PLEASE COMMENT.

22

23 A. I am perplexed by his statement. First Mr. Bradbury admits, "...line  
24 class codes have been used to perform customized routing...." This  
25 suggests to me that he agrees that the Line Class Code method works

1 for customized routing. But the second part of his statement is that  
2 "...BellSouth has not yet provided sufficient information such as  
3 ordering instructions and supporting documentation to AT&T for each  
4 of the customized routing options that BellSouth must provide."  
5 BellSouth has provided AT&T with a proposed contract language  
6 addition for procedures for selective routing. (Attachment 7, Section  
7 3.20 et seq.) This proposed language will provide specific ordering  
8 procedures and documentation as requested by AT&T. However, as  
9 even Mr. Bradbury admits, AT&T and BellSouth tested the Line Class  
10 Code method back in 1997. Despite that testing, he claims there  
11 remain certain outstanding issues. Regardless whether there may be  
12 any outstanding issues or not, what I believe to be obvious is that if  
13 AT&T wants the Line Class Code method of customized routing  
14 because AT&T prefers it over the AIN method, AT&T should simply  
15 order the Line Class Code method which is and has long been  
16 available to it.

17  
18 Q. ON PAGES 42-43 OF HIS TESTIMONY, MR. BRADBURY STATES  
19 "BELLSOUTH MUST BE ABLE TO ROUTE OS/DA CALLS USING  
20 EXISTING TANDEM ARCHITECTURE." IS HE CORRECT?

21  
22 A. No. BellSouth has no obligation to route AT&T's operator services and  
23 directory assistance traffic differently than BellSouth routes its own  
24 operator services and directory assistance traffic. I am unaware of any  
25 requirement that BellSouth route an ALEC's operator services and

1 directory assistance traffic via tandem. Further, that is not how  
2 BellSouth routes its own operator services and directory assistance  
3 traffic. Instead, BellSouth uses direct trunk groups between  
4 BellSouth's end office switches and BellSouth's operator services and  
5 directory assistance platforms. However, BellSouth will provide  
6 unbundled tandem switching to AT&T and AT&T can use that  
7 capability as it chooses, subject only to the technical capabilities of the  
8 tandem switch.

9

10 **Issue 25: What procedure should be established for AT&T to obtain**  
11 **loop-port combinations (UNE-P) using both Infrastructure and Customer**  
12 **Specific Provisioning?**

13

14 Q. ON PAGE 18 OF HIS TESTIMONY, MR. BRADBURY SUGGESTS  
15 THAT THERE BE A TWO-PART PROCESS FOR THE  
16 PROVISIONING OF CUSTOMIZED ROUTING. DO YOU AGREE?

17

18 A. Yes. The first part entails the establishment of required switch  
19 translations and trunk groups for the end offices in which the ALEC  
20 requests customized routing. This is the "infrastructure provisioning"  
21 for customized routing. During this part, BellSouth would establish the  
22 Line Class Codes (LCCs) that control the routing as requested by the  
23 ALEC as well as any associated trunk groups. Mr. Bradbury refers to  
24 this as establishing the "footprint". This part would be required  
25 whether AT&T served one or any quantity of end users in a given

1 BellSouth end office switch. Once this part is completed, the second  
2 part of the provisioning process is possible. This part is the "customer  
3 specific provisioning" for customized routing. During this second part,  
4 the ALEC would send its individual LSRs for the particular end users  
5 that it will serve in a given BellSouth end office switch within the pre-  
6 established footprint.

7

8 Q. WHAT IS YOUR UNDERSTANDING OF THE DISAGREEMENT  
9 BETWEEN BELLSOUTH AND AT&T REGARDING ISSUE 25?

10

11 A. There are two parts to the dispute. The first part concerns whether  
12 BellSouth has provided to AT&T sufficient information such that AT&T  
13 will know how to prepare its orders for customized routing. BellSouth's  
14 witness Pate will address this part of the dispute. The second part of  
15 the dispute concerns the meaning of what the FCC meant by "one set  
16 of routing instructions" as it used that phrase in paragraph 224 of its  
17 Second Louisiana Order (issued in response to BellSouth's second  
18 application for in-region interLATA authority). BellSouth's  
19 understanding is that the FCC's Order requires BellSouth to determine  
20 the correct Line Class Codes to use in response to an LSR for a given  
21 end user only if the ALEC has a single routing plan for all of its  
22 customers. While BellSouth reads the FCC's Order to mean that (for  
23 BellSouth to be responsible for determining the proper LCC to use on a  
24 given LSR) AT&T must have a single routing plan for all its customers  
25 in BellSouth's nine-state region, BellSouth is willing to consider a given

1 state, such as Florida, as the boundary for satisfying the "single routing  
2 plan" situation. AT&T apparently believes the footprint may be as  
3 small as a metropolitan area. See Mr. Bradbury's testimony beginning  
4 on Line 4 of Page 21.

5  
6 Q. WHAT IS YOUR UNDERSTANDING OF THE FCC'S SECOND  
7 LOUISIANA ORDER AS IT RELATES TO ISSUE 25?

8  
9 A. I believe the FCC was trying to establish a requirement that  
10 BellSouth's competitors (such as AT&T) have the ability to create a  
11 default assignment of routing plans for their end users as does  
12 BellSouth. When a BellSouth retail customer orders service, BellSouth  
13 defaults the customer to BellSouth's own branded operator services  
14 and directory assistance. BellSouth believes that AT&T is asking  
15 BellSouth to create a situation where AT&T too can have a default for  
16 its customers. That is what the footprint does. AT&T informs  
17 BellSouth of how calls from AT&T's end users served by a BellSouth  
18 switch are to be routed unless AT&T informs BellSouth otherwise. For  
19 example, AT&T could tell BellSouth that all of AT&T's customers  
20 should be routed to an AT&T OS/DA platform, unless otherwise  
21 instructed. Alternatively, AT&T could decide to tell BellSouth to route  
22 all of AT&T's traffic, unless otherwise instructed, to an unbranded  
23 BellSouth OS/DA platform. If this is what AT&T really wants, then  
24 BellSouth only has two issues. The first is to set the level at which  
25 such instructions have to be given. That is, will this default plan only



1 apply to the region as a whole, on a state-by-state basis, or perhaps on  
2 a different level? I will speak to this more in a moment. Second, once  
3 the appropriate level for applying the default is determined, AT&T has  
4 to tell us what the default will be.

5

6 Q. ON PAGE 23 OF HIS TESTIMONY, MR. BRADBURY ASSERTS  
7 THAT "BELLSOUTH WISHES TO LIMIT AT&T TO ONLY ONE  
8 CUSTOMIZED OS/DA ROUTE, APPARENTLY FOR THE ENTIRE  
9 NINE-STATE REGION. IS HE CORRECT?

10

11 A. Mr. Bradbury is incorrect. AT&T is free to have as many different  
12 routing plans as it wants within the technical limitations of the switches  
13 themselves. The dispute regards which party (that is, BellSouth or  
14 AT&T) is responsible for determining which LCCs are to be used for a  
15 given LSR in cases where the ALEC has more than one routing plan  
16 for its end users. In its Second Louisiana Order, the FCC stated that if  
17 an ALEC informed an ILEC of its single set of routing instructions, that  
18 the ILEC rather than the ALEC could determine the appropriate LCC to  
19 use in for a given LSR. Following is the FCC's statement in paragraph  
20 224 of its Louisiana II order:

21

22 "We agree with BellSouth, that a competitive LEC must tell  
23 BellSouth how to route its customers' calls. If a competitive  
24 LEC wants all of its customer calls routed in the same way, it  
25 should be able to inform BellSouth, and BellSouth should be

1           able to build the corresponding routing instructions into its  
2           systems just as BellSouth has done for itself. If, however, a  
3           competitive LEC has more than one set of routing instructions for  
4           its customers, it seems reasonable and necessary for BellSouth  
5           to require the competitive LEC to include in its order an indicator  
6           that will inform BellSouth which selective routing pattern to use.”  
7           [Emphasis added]

8  
9           BellSouth has no problem with the FCC's position, provided a single  
10          routing instruction is given as the default. In cases where the default  
11          routing plan is not to be used for a particular end user, AT&T must  
12          inform BellSouth (via the LSR) which routing pattern is to be used.

13  
14        Q.    WHAT SPECIFIC INPUT DOES AT&T NEED TO PROVIDE TO  
15            BELLSOUTH?

16  
17        A.    As I discussed in my direct testimony, first, AT&T needs to inform  
18            BellSouth of how BellSouth is to “map” or route AT&T’s customers to  
19            AT&T’s choice of handling (branded, unbranded, etc.). Second, AT&T  
20            needs to inform BellSouth of the geographic scope of AT&T’s default  
21            routing plan (region, state, LATA, etc.) so BellSouth can construct the  
22            required translations tables. In Mr. Bradbury’s testimony, he indicates  
23            that the geographic scope of the default routing plan should be at  
24            AT&T’s option such as, by metropolitan area, or by state. In paragraph  
25            224 of the FCC’s Second Louisiana Order, it states that if an ALEC has

1 more that one set of routing instructions for all its customers, it would  
2 be appropriate for BellSouth to require the ALEC to include in the  
3 ALEC's order an indicator that would inform BellSouth which  
4 customized routing pattern to use. This would imply application on a  
5 region-wide basis. Thus, BellSouth believes the FCC intended for an  
6 ALEC to have a default routing plan for the entire region. However, as  
7 I stated earlier, BellSouth is willing to allow a given state to serve as  
8 the default routing plan footprint. That is, AT&T could elect a given  
9 default routing plan for Florida and a different default routing plan for  
10 Alabama. However, to be as granular as to establish routing patterns  
11 for each BellSouth end office (an alternative AT&T apparently reserves  
12 for itself), must surely be "more than one set of routing instructions". In  
13 addition, having different default routing plans for each central office  
14 would not be practical as BellSouth has more than 1,600 central offices  
15 across its nine-state region.

16  
17 Q. HAS AT&T GIVEN BELLSOUTH A DEFAULT ROUTING PLAN FOR  
18 AT&T's CUSTOMERS?

19  
20 A. No. The testimony of Mr. Bradbury is ample proof that AT&T has still  
21 not done so. Instead of committing to a single routing plan as  
22 contemplated by the FCC's Order, AT&T still insists that routing  
23 decisions (and thus assignment of Line Class Codes) is situational.  
24 Mr. Bradbury suggests that AT&T will decide on a routing pattern by  
25 metropolitan area, or by state, at AT&T's option. Thus, it is clear that

1 even now AT&T has no single default routing plan that it can or will  
2 convey to BellSouth that is instructive of how certain customers are to  
3 be handled. So AT&T wants BellSouth to read AT&T's mind and  
4 assign Line Class Codes correctly. This is simply not possible. If  
5 AT&T will commit to the single default routing plan contemplated by the  
6 FCC in its Second Louisiana Order and informs BellSouth of its routing  
7 plan, then and only then can BellSouth correctly assign Line Class  
8 Codes on AT&T's orders.

9  
10 Q. SUPPOSE AT&T DECIDES THAT THE ENTIRE STATE OF FLORIDA  
11 IS ITS "FOOTPRINT" AND INFORMS BELLSOUTH THAT AS  
12 BELLSOUTH RECEIVES LSRs FOR AT&T's CUSTOMERS IN  
13 FLORIDA, AT&T's CUSTOMERS' OS/DA CALLS SHOULD BE  
14 ROUTED TO AT&T's PLATFORM. WILL BELLSOUTH KNOW HOW  
15 TO PROCESS AT&T's LSRs WITHOUT AT&T INDICATING THE  
16 CORRECT LINE CLASS CODE TO USE?

17  
18 A. Yes. BellSouth will have built the proper switch translations (including  
19 LCCs) in its switches along with any required trunk groups. At the time  
20 the LSR is sent to BellSouth for a particular AT&T end user, BellSouth  
21 will know the correct LCC to use.

22  
23 Q. IN THAT SAME SITUATION, SUPPOSE AT&T DECIDES THAT FOR  
24 A PARTICULAR END USER WITHIN ITS FOOTPRINT, THE  
25 CUSTOMER'S OS/DA CALLS SHOULD BE SENT TO BELLSOUTH'S

1 PLATFORM INSTEAD OF TO AT&T's PLATFORM. WILL  
2 BELLSOUTH KNOW HOW TO PROCESS AT&T's LSR WITHOUT  
3 AT&T INDICATING THE CORRECT LINE CLASS CODE TO USE?  
4

5 A. No. While the routing that AT&T desires for a particular end user in  
6 this case is possible (assuming that AT&T had previously requested  
7 and BellSouth had built LCCs and associated trunk groups for these  
8 "exception" orders), only AT&T knows when it wants the default to  
9 apply (that is, the footprint is used) versus when it wants the exception  
10 to apply (that is, the exception routing plan). AT&T is free to have a  
11 default routing plan and as many different exception routing plans as it  
12 wants (within the technical limits of the switches). For the default  
13 routing plan, AT&T need not instruct BellSouth of which set of LCCs to  
14 use. However, for end users for which AT&T desires that exception  
15 routing plans be used, AT&T must inform BellSouth of which set of  
16 LCCs to use.  
17

18 Q. ON PAGE 32 OF HIS TESTIMONY, MR. BRADBURY STATES THAT  
19 BELLSOUTH PROVIDES NO PROCESSES FOR ELECTRONIC  
20 ORDERING OF CUSTOMIZED ROUTING FOR SPECIFIC END  
21 USERS. IS HE CORRECT?  
22

23 A. No. Let me make clear however that here I am not discussing the  
24 initial establishment of the default footprint (the so-called infrastructure  
25 provisioning step). Instead, I am discussing the situation where AT&T

1 has previously requested and BellSouth has provided required LCCs  
2 and associated trunk groups. Then, AT&T sends its LSR for a given  
3 end user and does not denote on its LSR that any exception routing is  
4 to be used (that is, the default routing plan is to be used). BellSouth's  
5 electronic ordering processing for ALECs' orders can handle this  
6 situation. BellSouth completed work and installed changes in its  
7 electronic gateway on November 18, 2000. This is referred to as  
8 Change Request EDI 020900 that was incorporated into Release 8.0.  
9 Despite an admittedly confusing memorandum sent to ALECs on  
10 October 11, 2000, the change was made on November 18, 2000, as  
11 had been previously scheduled.

12

13 Q. ON PAGE 34 OF HIS TESTIMONY, MR. BRADBURY STATES THAT  
14 YOU HAD PERSONALLY ISSUED A MEMORANDUM DIRECTING  
15 THAT THE DECISION BE REVERSED. HE ATTACHES A PORTION  
16 OF THE TRANSCRIPT FROM THE ARBITRATION HEARING IN  
17 GEORGIA. PLEASE COMMENT.

18

19 A. Mr. Bradbury mischaracterizes what I said. In his testimony he says  
20 that I had personally issued a memo directing that the decision (that is,  
21 the decision to drop Change Request EDI 020900 from Release 8.0).  
22 That is not correct. What I said during the Georgia hearing was "The  
23 first thing I did when I came in to work that morning and found that  
24 memo [that is, the memorandum attached to Mr. Bradbury's testimony  
25 as Page 3 of Exhibit JMB-7] was to find the people that had written that

1 memo and had them in my office and had them retract that to show  
2 that the line class code method would be available." See page 6 of  
3 Exhibit JMB-6 attached to Mr. Bradbury's testimony. That was and is a  
4 true statement. The point of the clarification I sought via the second  
5 memorandum was to ensure ALECs that the LCC method of  
6 customized routing would be available even once BellSouth introduced  
7 the so-called Originating Line Number Screening (OLNS) branding  
8 method. The next statement I made during the Georgia hearing was  
9 "And I immediately set about making sure that the people doing the  
10 software upgrades [that is, Change Request EDI 020900 in Release  
11 8.0] did not divert their attention and move that out of release 8.0."  
12 BellSouth and I were in fact successful in keeping EDI 020900 as part  
13 of Release 8.0 and that software was successfully loaded and made  
14 available to ALECs on November 18, 2000.

15

16 Q. REGARDING THE ELECTRONIC ORDERING CAPABILITY  
17 PROVIDED WITH CHANGE REQUEST EDI 020900, ON PAGE 36 OF  
18 HIS TESTIMONY, MR. BRADBURY STATES "THUS, BELLSOUTH  
19 PLANS TO PROVIDE ONLY A VERY LIMITED TRIAL VERSION OF  
20 THE PRODUCTION FUNCTIONALITY THAT WAS CANCELLED." IS  
21 HE CORRECT?

22

23 A. BellSouth stands ready to implement as large a customized routing  
24 footprint as AT&T desires and the software upgrades included in  
25 Change Request EDI 020900 can accommodate such. To date,

1           however, AT&T's self-imposed footprint is very small. Mr. Bradbury's  
2           statement on page 36 of his testimony that no ALEC other than AT&T  
3           can use the electronic ordering capability provided is misleading. No  
4           other ALEC has requested that BellSouth provide it the LCC method  
5           for customized routing, thus no customized routing footprint exists for  
6           any ALEC other than AT&T. The same capability as is available to  
7           AT&T for the electronic processing of its LSRs is available to every  
8           other ALEC. Upon request, BellSouth will establish any ALEC's  
9           customized routing default footprint reflecting that ALEC's choices for  
10          treatment of its end users' OD/DA calls. Then BellSouth can handle  
11          that ALEC's LSRs for its end users on an electronic basis just as  
12          BellSouth can do for AT&T.

13  
14          On page 36 of his testimony, Mr. Bradbury suggests that this  
15          Commission order BellSouth to provide AT&T with an ordering  
16          capability that will allow AT&T to place individual customer orders  
17          electronically without the need to place LCCs or other indicators on its  
18          LSRs where only a single routing plan exists in a given footprint area.  
19          In fact, BellSouth is already providing such functionality with the  
20          software upgrades put in place on November 18, 2000.

21

22    **Q.    WHAT DOES BELLSOUTH PROPOSE TO RESOLVE THIS ISSUE?**

23

24    **A.    BellSouth asks this Commission to affirm that it has met its**  
25          requirements for providing customized routing and that BellSouth is not



1 required to provide operator services and directory assistance as  
2 unbundled network elements at cost based rates.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

7

8

1 **BY MS. WHITE:**

2 **Q Mr. Milner, do you have an exhibit -- I mean, a**  
3 **summary of your testimony?**

4 **A Yes, I do.**

5 **Q Would you please give that?**

6 **A Yes, thank you.**

7 **Good afternoon, Commissioners. I filed**  
8 **testimony addressing the technical aspects of various**  
9 **network related issues in this docket. In the interest of**  
10 **time, however, I will briefly address only three of these**  
11 **issues.**

12 **First is Issue 8, which deals with how AT&T will**  
13 **gain access to and use BellSouth's facilities to serve**  
14 **multi-unit installations such as apartment buildings and**  
15 **high-rise buildings. In keeping with this Commission's**  
16 **decision in the MediaOne arbitration regarding access to**  
17 **subloop elements, BellSouth will provide ALECs with access**  
18 **to BellSouth's subloop facilities at multi-unit dwellings**  
19 **via an access terminal placed on the ALEC's behalf.**  
20 **BellSouth will install an access terminal for any building**  
21 **where subloop access is requested.**

22 **With regard to so-called garden apartments,**  
23 **BellSouth will prewire each and every cable pair from its**  
24 **terminal to the separate access terminal. This means that**  
25 **for garden apartments each cable pair in the apartment**

1 will appear on BellSouth's garden terminal and it will  
2 appear on the separate access terminal. An ALEC wanting  
3 to serve a customer in the garden apartment would build  
4 its terminal at that location, and then wire its cable  
5 pair to the appropriate prewired location on the access  
6 terminal.

7           The treatment in high rise buildings will be  
8 different. BellSouth will still build an access terminal  
9 to complement BellSouth's own terminal located in the high  
10 rise building, and further, the ALEC wanting to use those  
11 facilities will still have to build its own terminal for  
12 its cable pairs. However, rather than prewiring the  
13 access terminal, BellSouth proposes that when it receives  
14 orders from the ALEC, BellSouth will wire the access  
15 terminal it has created to provide access to those  
16 facilities requested. BellSouth does not propose to  
17 prewire each and every pair to the access terminal in high  
18 rise buildings because it is simply impractical to do so.

19           The garden apartment terminal might have between  
20 20 and 25 loops terminated to it, and in that case  
21 prewiring is something that can be done with a reasonable  
22 effort. On the other hand, high rise buildings may have  
23 hundreds or even thousands of pairs which would make  
24 prewiring the terminal impractical.

25           BellSouth is opposed to AT&T's request for

1 direct access to BellSouth's facilities. And while I am  
2 in no way disparaging AT&T's or any other ALECs'  
3 technicians, with direct access it is possible for AT&T's  
4 or other ALECs' technicians to intentionally or  
5 unintentionally disrupt BellSouth's and other ALECs' end  
6 user services. That simply presents an unnecessary risk  
7 for all involved parties, end users, BellSouth, other  
8 ALECs, even AT&T itself, because such actions by some  
9 other ALEC could have the same disruptive effect on  
10 subloop elements that AT&T is utilizing.

11           Finally, with direct access, BellSouth would be  
12 at AT&T and any other ALECs' mercy to tell BellSouth how,  
13 when, where, and the amount of BellSouth's facilities that  
14 were being used. The bottom line is that such  
15 uncontrolled access to BellSouth's subloop elements would  
16 have a totally debilitating effect on BellSouth's ability  
17 to maintain accurate cable inventory records. It would  
18 thus be simply impossible for BellSouth to ever have an  
19 accurate record of the facilities if every ALEC in the  
20 state had direct access. Of course, this lack of accurate  
21 inventory information would inevitably lead to failure of  
22 BellSouth's service provisioning, maintenance, and repair  
23 services, and would affect ALECs using BellSouth's loops  
24 and subloops.

25           Turning to Issue 20, this issue addresses the

1 state-wide investigation of criminal history for any of  
2 AT&T's employees that it wants to have unescorted access  
3 inside BellSouth's central offices. BellSouth itself  
4 performs criminal background checks on its own employees  
5 prior to hiring. BellSouth's position is that AT&T should  
6 do likewise for those of its employees or agents who enjoy  
7 unescorted access to BellSouth's central offices or other  
8 premises.

9           The FCC permits ILECs, such as BellSouth, to  
10 impose on ALECs security arrangements that are as  
11 stringent as the security arrangements the ILEC maintains  
12 at its premises for its own employees. For its own  
13 employees, BellSouth requires a seven-year criminal  
14 background check. For its vendors and agents, BellSouth  
15 requires a five-year check. BellSouth has offered AT&T  
16 the option of a five-year check rather than the seven-year  
17 check that BellSouth uses for its own employees, but AT&T  
18 has not agreed.

19           BellSouth has also expressed its willingness to  
20 forego criminal background checks for those of AT&T's  
21 employees hired before January 1st of 1995. But here  
22 again, AT&T has not agreed. BellSouth believes that the  
23 security measures it proposes are reasonable in light of  
24 the impact on public safety and the assets being protected  
25 as well as the number of new entrants and other

1 telecommunications carriers who rely on the integrity and  
2 reliability of BellSouth's network.

3 And then, finally, turning to Issue 23, which  
4 addresses the topic of customized routing. Customized  
5 routing, which we have also used the phrase selective  
6 routing to describe, allows calls from an ALEC's customers  
7 who are served by a BellSouth switch to reach the ALEC's  
8 choice of operator service or directory assistance  
9 platform rather than BellSouth's choice.

10 BellSouth makes available two methods by which  
11 ALECs can obtain this customized routing. The first is  
12 referred to as the line class code method. In fact, AT&T  
13 advocated this during their first round of arbitration  
14 several years ago. And the second method is the so-called  
15 advanced intelligent network, or AIN method. By providing  
16 ALECs a choice of methods, BellSouth better enables ALECs  
17 to compete based on their own business plans and  
18 priorities. Thus, BellSouth has met its requirement to  
19 provide customized routing, and as a result is not  
20 obligated to provide access to operator services and  
21 directory assistance at cost-based rates.

22 Thank you, that concludes my summary.

23 MS. WHITE: Mr. Milner is available for  
24 cross-examination.

25 CHAIRMAN JACOBS: You may proceed.

1           **MS. OCKLEBERRY:** Mr. Chairman, just briefly. I  
2 believe BellSouth and AT&T entered into an agreement where  
3 I was going to cross-examine Mr. Milner on all of the  
4 issues except for Issue 23, which involved the customized  
5 routing, and then Ms. Rule was going to cross-examine Mr.  
6 Milner on that.

7           **CHAIRMAN JACOBS:** Great.

8                           **CROSS-EXAMINATION**

9 **BY MS. OCKLEBERRY:**

10           **Q**     **Good afternoon, Mr. Milner.**

11           **A**     **Good afternoon.**

12           **Q**     **Just so that I'm clear, MDUs it is my**  
13 **understanding can either be high rises or garden style**  
14 **apartments?**

15           **A**     **Yes.**

16           **Q**     **Okay. And that is basically where you are**  
17 **talking about multiple tenants or owners in a building?**

18           **A**     **I'm sorry, the last part of your question?**

19           **Q**     **You're basically talking about where you have**  
20 **multiple tenants or owners in a building?**

21           **A**     **Okay. The word owner is what I couldn't**  
22 **understand. Yes, that is correct.**

23           **Q**     **And in this instance, AT&T wants to provide**  
24 **access or service to those MDUs?**

25           **A**     **That is my understanding, yes.**

1           **Q**     **And to do that AT&T has to get access to**  
2 **BellSouth's network terminating wire?**

3           **A**     **Well, it may choose to provide its own**  
4 **facilities, but it may choose to use BellSouth's**  
5 **facilities.**

6           **Q**     **If AT&T doesn't provide its own facilities --**  
7 **excuse me, if AT&T does provide its own facilities, it**  
8 **would still need access to the network terminating wire?**

9           **A**     **No. AT&T could provide its own equivalent of**  
10 **network terminating wire all the way to the end user**  
11 **customer and provide service over its own facilities.**  
12 **BellSouth is not opposed to allowing AT&T use of these**  
13 **subloop elements, however.**

14          **Q**     **So if AT&T doesn't provide its own facilities,**  
15 **it does need the network terminating wire?**

16          **A**     **Correct, yes.**

17          **Q**     **Okay. And that is the last part of the network**  
18 **before it reaches the customer's premise, the last part of**  
19 **BellSouth's network?**

20          **A**     **Yes, you are correct. It's on the network side**  
21 **of the demarcation point.**

22          **Q**     **And it is my understanding that AT&T wants**  
23 **direct access to the network terminating wire and**  
24 **BellSouth wants AT&T to go through an intermediary device**  
25 **to get that access?**



1           **A**     **That is correct.**

2           **Q**     **Now, you would agree that the network**  
3 **terminating wire, and I believe it is the intrabuilding**  
4 **network cable, are part of the subloop elements that**  
5 **BellSouth is required to provide under the FCC UNE remand?**

6           **A**     **I would agree with that, yes.**

7           **Q**     **And that BellSouth must provide**  
8 **nondiscriminatory access to those subloop elements?**

9           **A**     **Yes, I would agree with that, also.**

10          **Q**     **Would you also agree that the FCC required a**  
11 **single point of interconnection to access those subloop**  
12 **elements?**

13          **A**     **I believe what they said was where an ALEC**  
14 **requests and where one is not already present that the**  
15 **incumbent should build one, yes, I believe that is what it**  
16 **says.**

17          **Q**     **So they said where there is not one present,**  
18 **correct?**

19          **A**     **Yes.**

20          **Q**     **And that single point of interconnection must be**  
21 **fully accessible and suitable for use by multiple carriers**  
22 **who want to provide access -- service, excuse me, to those**  
23 **MDUs?**

24          **A**     **Yes, that is my recollection of the FCC's**  
25 **language, yes.**

1           **Q**     **Okay. I believe in your testimony you talk**  
2 **about the MediaOne order that this Commission issued**  
3 **addressing access to MDUs in that network terminating**  
4 **wire?**

5           **A**     **I did discuss that order, yes.**

6           **Q**     **And you would agree that order was issued in**  
7 **October of 1999?**

8           **A**     **Yes, ma'am.**

9           **Q**     **And that the FCC remand order came out later in**  
10 **November of '99?**

11          **A**     **That sounds about right, yes.**

12          **Q**     **So would you also agree at the time that this**  
13 **Commission issued that MediaOne order on the network**  
14 **terminating wire -- excuse me, there was no requirement at**  
15 **the time they issued that order that network terminating**  
16 **wire was subloop unbundling?**

17          **A**     **I'm not sure if I agree with that or not. I do**  
18 **agree with you that the FCC's 319 order which discussed**  
19 **subloop unbundling came after the MediaOne arbitration**  
20 **between BellSouth and AT&T. And the reason I say -- you**  
21 **used the word required, I believe MediaOne was requesting**  
22 **access to a certain unbundled network element, it just**  
23 **happened to be what we refer to as a subloop element.**

24          **Q**     **Was there a requirement at the time of the**  
25 **MediaOne order that BellSouth provide subloop unbundling?**

1           **A     No, but BellSouth had volunteered to do that.**

2           **Q     And at the time the Commission issued its order**  
3 **in the MediaOne arbitration there was no requirement also**  
4 **regarding a single point of interconnection?**

5           **A     That is correct, yes.**

6           **Q     Now, in your I believe it is testimony, you have**  
7 **your Exhibit Number 1, WKM-1, which I believe shows on the**  
8 **first exhibit what the existing arrangement is in a high**  
9 **rise?**

10          **A     Correct.**

11          **Q     And 2 shows what it would look like in a high**  
12 **rise with the intermediary terminal, and Page 3 shows what**  
13 **it would look like in a garden style apartment with the**  
14 **intermediary terminal?**

15          **A     Yes.**

16          **Q     So BellSouth proposes to put that intermediary**  
17 **terminal in between BellSouth's terminal and the ALEC's**  
18 **terminal?**

19          **A     Yes. And I believe you are referring to what we**  
20 **have called and labelled the access terminal, but, yes.**

21          **Q     And that intermediary terminal would be in both**  
22 **garden style and high rise units?**

23          **A     Correct.**

24          **Q     Now, in high rise units, would BellSouth have to**  
25 **go through that intermediary terminal to provide service**

1 to the customers?

2           **A**     **I'm not sure what you mean by "go through." We**  
3 **provide that access terminal upon request of an ALEC. We**  
4 **wire between our terminal and that access terminal such**  
5 **that we give access to the requested pairs to AT&T, let's**  
6 **say. Ordinarily we would not use that terminal. We**  
7 **extend certain cross-connections over to that terminal**  
8 **such that the ALEC can place or remove cross-connections**  
9 **including those that connect BellSouth's facilities to**  
10 **each other. So I'm not sure if that is what you mean by**  
11 **"go through" or not. We move cross-connections from our**  
12 **terminal to that terminal such that our technician need**  
13 **not be present at the time of service provisioning by**  
14 **AT&T.**

15           **Q**     **You show on W -- your Exhibit Number 1, Page 2,**  
16 **BellSouth's loop facilities. For BellSouth to serve the**  
17 **customer, would BellSouth loop facilities have to go**  
18 **through that intermediary terminal?**

19           **A**     **No. The loop facility itself would remain**  
20 **connected to BellSouth's terminal and then a tie cable**  
21 **would be extended from BellSouth's terminal to the access**  
22 **terminal, which gives the effect of extending that**  
23 **BellSouth loop over to the access terminal.**

24           **Q**     **Well, let me ask you this. The only thing then**  
25 **that would go through that access terminal that belongs to**

1 **BellSouth would be the tie cable, correct?**

2 **A Well, there are two tie cables, one that goes**  
3 **over and one that comes back. There is a tie cable from**  
4 **the loop facilities, there is a tie cable from the**  
5 **intrabuilding network cable or riser cable. And then**  
6 **within that terminal cross-connections between those two**  
7 **tie cables are made and removed.**

8 **Q When you look at your exhibit, Page 2, it shows**  
9 **the ALEC's loop facilities going through both their**  
10 **terminal and the access terminal, correct?**

11 **A Yes, ma'am.**

12 **Q To provide service to that customer?**

13 **A That is correct.**

14 **Q When you look at that same exhibit, it does not**  
15 **show BellSouth's loop facilities going through that**  
16 **intermediary terminal to serve a customer, is that**  
17 **correct?**

18 **A The drawing does not show that. However, this**  
19 **drawing was just meant to show a high level overview of**  
20 **how that arrangement would work. The arrangement would**  
21 **actually be in that situation as is shown on Page 3 of**  
22 **this exhibit, that is both the loop facilities and the**  
23 **intrabuilding network cable would be extended over to the**  
24 **terminal. That is the place the connections would be made**  
25 **and broken.**

1           **Q**     **So for BellSouth they would make their**  
2 **connections to get service to that customer through the**  
3 **intermediary terminal, also?**

4           **A**     **Yes, but only for those pairs that AT&T had**  
5 **requested be rewired over to that terminal.**

6           **Q**     **For any other pairs that were not requested to**  
7 **be rewired, would BellSouth have to go through that**  
8 **access terminal to provide service to a customer?**

9           **A**     **No, there would be no need to.**

10          **Q**     **What about for garden style apartments on Page**  
11 **3, would BellSouth have to go through the access terminal**  
12 **to provide service to the customer?**

13          **A**     **Yes, because we have said that in the garden**  
14 **apartment situation, the garden terminal situation,**  
15 **rather, that we will make those connections for each and**  
16 **every loop appearance in our terminal as well as each and**  
17 **every network terminating wire pair. So in that case, in**  
18 **that setting they are all extended over there. So, yes,**  
19 **in each and every case BellSouth would have the service it**  
20 **provides sort of looped through that access terminal.**

21          **Q**     **So BellSouth would access that intermediary**  
22 **terminal in the same manner that an ALEC would to provide**  
23 **service to a customer?**

24          **A**     **Yes, ma'am.**

25          **Q**     **So in the high rise facilities it would only be**

1 for those customers that AT&T had not requested that  
2 BellSouth would not go through that access terminal, that  
3 intermediary terminal?

4 A Yes, ma'am, that's right.

5 Q Now, it is my understanding that BellSouth wants  
6 to have this intermediary device to retain its network  
7 reliability and security, is that correct?

8 A Yes.

9 Q And there is also the issue of recordkeeping?

10 A Well, I think that is part and parcel of the  
11 same -- of the same argument. Service is not reliable if  
12 you don't know -- if you don't have an accurate inventory  
13 of what is in service, what is spare, what is defective.

14 Q Are there any other issues that BellSouth has  
15 other than network reliability and security that require  
16 this intermediary device?

17 A No.

18 Q Okay. And it is my understanding that one of  
19 the concerns is that a technician could cut off service to  
20 the end user or disrupt some other ALEC's service if they  
21 had direct access to your network?

22 A Yes.

23 Q I think you also indicated that BellSouth was  
24 concerned that, I guess, technicians would go in and just  
25 start unilaterally taking off pairs without notifying

1 **BellSouth?**

2 **A Yes. And unfortunately that has happened in**  
3 **this state.**

4 **Q Now, it's my understanding in the garden style**  
5 **apartment every pair is in that intermediary device,**  
6 **correct?**

7 **CHAIRMAN JACOBS: Excuse me, let me ask a**  
8 **question. What happens when you have that occur?**

9 **THE WITNESS: Well, we contact the ALEC who has**  
10 **used our property without our knowledge and without our**  
11 **agreement, and we informed them of what they have done,**  
12 **that the facilities they are using are ours. We informed**  
13 **them that we are willing to allow them to use those, but**  
14 **we need to strike an agreement, they need to pay us for**  
15 **the use. And then one of two things happens. Either they**  
16 **move those connections and start using their own**  
17 **facilities instead or we strike an agreement such that**  
18 **they can use ours.**

19 **Unfortunately, there have been cases where when**  
20 **they used those facilities without our knowledge they**  
21 **disrupted other customers' service. So we don't just go**  
22 **in and arbitrarily remove connections because we don't**  
23 **want to victimize the end user. We work through the**  
24 **problem with the ALEC that caused the problem and try to**  
25 **reach a reasonable settlement.**



1           **CHAIRMAN JACOBS:** Thank you.

2           **COMMISSIONER PALECKI:** Shouldn't this Commission  
3 be looking to avoid any uneconomic duplication of  
4 facilities in order to give the ratepayers the best  
5 possible deal?

6           **THE WITNESS:** In general. If you can do that in  
7 a way that maintains the quality of service and the  
8 reliability of service, then I would agree with you. But  
9 there is also an argument that one of the goals of the Act  
10 itself back in 1996 was the creation of alternative  
11 networks to ILECs' networks. So, there is benefit to  
12 having several network providers all capable of providing  
13 all that is needed to provide service. It is certainly  
14 more robust, it gives end users far greater choices, makes  
15 the entire network itself more reliable by having, you  
16 know, no interconnection of networks. So there are  
17 advantages.

18           But, yes, I agree with your premise that to the  
19 degree that a device does not add value, or does not  
20 preserve service or reliability, it probably ought not to  
21 be there. But our position is that this device we are  
22 talking about is needed, there is a very real need for it  
23 to protect service.

24 **BY MS. OCKLEBERRY:**

25           **Q** Before I touch on that, I wanted to go back to

1 exhibit -- Page 3 of your exhibit. You indicated that for  
2 those pairs that BellSouth has prewired to the  
3 intermediary terminal that BellSouth would go through that  
4 intermediary terminal to serve the customer, correct?

5 A Yes. Once we have established that access  
6 terminal at the request of the ALEC, then as the  
7 diagram -- well, the diagram doesn't show, but we will --

8 Q That's what I was going to ask you.

9 A Yes. What I was trying to show on this one page  
10 was the route that the ALEC service would follow, and you  
11 will see that the cable extends from the ALEC central  
12 office, wherever that might be, to the ALEC's terminal to  
13 the left over to the access terminal to a cross-connect.  
14 And let me stop just for a moment there. Before that  
15 cross-connection was made there would have been a  
16 cross-connection between the loop that comes from  
17 BellSouth's central office into that same access terminal  
18 up to the network terminating wire.

19 And so when the customer was BellSouth's  
20 customer, the service traverses that access terminal. At  
21 the time that the customer moves from BellSouth, let's say  
22 to AT&T, then AT&T's technician would remove that  
23 cross-connection and would place the cross-connections --  
24 the cross-connection that is shown on this page.

25 Q But this diagram only shows -- and correct me if

1 I'm wrong -- the ALEC going through the intermediary  
2 terminal to serve the customer. It does not show  
3 BellSouth going through that intermediary terminal to  
4 serve a customer, does it?

5 A Well, in this case I was only showing one  
6 customer line, the one that is up here in Apartment A.  
7 And this was meant to show that it was AT&T, not BellSouth  
8 that had sold service to whoever the customer was in  
9 Apartment A. If the service provider were BellSouth  
10 instead of AT&T, then the cross-connection that is shown  
11 would be removed and then a cross-connection would be made  
12 from those other two -- those two lines in the left side  
13 of the box, that is, the one that shows BellSouth's loop  
14 facility would be connected to the network terminating  
15 wire inside the access terminal.

16 Q But my question was does this diagram just show  
17 the ALEC going through the intermediary terminal and  
18 BellSouth going directly through its own terminal?

19 A No, I don't believe so. What this shows is that  
20 at this moment it is AT&T that is providing the service,  
21 not BellSouth.

22 Q Do you see anywhere in this diagram where it  
23 shows BellSouth going through the intermediary terminal?

24 A Yes, I do. BellSouth's loop facility, which  
25 starts in the bottom left, goes up to BellSouth's garden

1 terminal and then extends to the right. BellSouth's  
2 network terminating wire, which starts in BellSouth's  
3 terminal and then extends to the right into the access  
4 terminal. When BellSouth chooses or when BellSouth is  
5 able to provide service to the customer in Apartment A, it  
6 would make a cross-connection in the access terminal. For  
7 simplicity I just showed the CLEC's service -- AT&T's  
8 service, rather, connecting AT&T's central office with the  
9 customer in Apartment A.

10 Q No, my question was does this diagram show  
11 BellSouth going through an intermediary terminal on this  
12 diagram? Does it show that?

13 MS. WHITE: I'm going to object to the question,  
14 because I believe it has been asked and answered several  
15 times now.

16 MS. OCKLEBERRY: I don't believe he has answered  
17 the question, Mr. Chairman. I think he has given me all  
18 kinds of different questions other than the one I'm  
19 asking, what does this diagram show.

20 CHAIRMAN JACOBS: You guys are making this  
21 interesting.

22 MS. OCKLEBERRY: Well, let me ask it another way  
23 and maybe I can obviate her --

24 CHAIRMAN JACOBS: I would agree that he was, I  
25 believe, responsive. But why don't you rephrase your

1 question to get it to where you want to go.

2 **BY MS. OCKLEBERRY:**

3 **Q Mr. Milner, go to Page 3 of your exhibit. Does**  
4 **that not show BellSouth's facilities entering into the**  
5 **access terminal, their loop facilities?**

6 **A Into the access terminal, yes.**

7 **Q The intermediary terminal?**

8 **A Yes.**

9 **Q On your Exhibit 1, Page 2, there is not that**  
10 **same line of BellSouth's loop facilities entering into the**  
11 **access terminal, is that not correct?**

12 **A That is correct. But as I explained earlier,**  
13 **the serving arrangement is exactly the same in both**  
14 **settings.**

15 **Q Okay. Even though the serving arrangement is**  
16 **the same, somehow the diagrams are different in terms of**  
17 **showing BellSouth's loop facilities going through the**  
18 **access terminal when it is a garden style apartment, but**  
19 **not going through the access terminal when it is a high**  
20 **rise apartment.**

21 **A That's right. I prepared both of these**  
22 **drawings. And you will notice on Page 2 that there are a**  
23 **lot of other facilities, that is a lot more complicated.**  
24 **What I was trying to show here was the ALEC's terminal**  
25 **being placed in proximity to the access terminal which was**

1 placed in proximity to BellSouth's terminal. I was not  
2 trying to show each and every wire that might traverse  
3 those three devices.

4 Q Well, you show BellSouth on this Exhibit Page 2  
5 having different loop facilities going to the second  
6 floor, the third floor, and the fourth floor?

7 A That is correct.

8 Q And none of those run through the access  
9 terminal, correct?

10 A That is correct. And as I said earlier, the  
11 situation in high rise buildings is different. BellSouth  
12 does not prewire each and every pair, instead it prewires  
13 upon request of ALECs such as AT&T.

14 Q But for clarity sake, if that was, in fact, true  
15 that BellSouth would go through the access terminal or  
16 this intermediary terminal, don't you think that it would  
17 have been more accurate to show that if that was, in fact,  
18 the case?

19 A More accurate or not, I don't know about that.  
20 I have tried to explain the serving arrangement in both.  
21 The wiring that we are talking about here is exactly the  
22 same. The access terminals themselves are pretty much the  
23 same. One has a metal enclosure around it if it is  
24 outdoors. This one inside a basement may not have. But  
25 in terms of how the connections are made, they are

1 identical.

2 Q Now, for the garden style apartments, all of  
3 your loop facilities are wired up to this intermediary  
4 device, correct?

5 A You said the garden terminal?

6 Q Correct.

7 A Yes, ma'am.

8 Q And is there anything that would be in  
9 BellSouth's garden terminal that would not be in the  
10 intermediary device? In the equipment, anything that you  
11 can think of.

12 A No. The style of the two is quite different.  
13 There are a number of different types of so-called garden  
14 terminals. Some of them have preformed connectors on them  
15 such that there are not ways to make temporary  
16 cross-connections between the loop facilities and the  
17 network terminating wire. So, yes, there are some  
18 structural differences between BellSouth's garden terminal  
19 and the access terminal that we propose.

20 The access terminal is meant to be a place that  
21 semi-permanent connections can be placed and removed.  
22 Older style garden terminals have screw down lugs that are  
23 much more unwieldy than using a punch down tool to make  
24 temporary connections, and so there is quite a lot of  
25 differences.

1           **Q**    **In terms of BellSouth's network equipment, would**  
2 **there be any different equipment in the access terminal or**  
3 **intermediary device that would not be in the garden**  
4 **terminal?**

5           **A**    **Not really, no. I'm sorry, the same answer.**  
6 **The intermediary device is a newer style of cross-connect**  
7 **block than many of the garden terminals. They accomplish**  
8 **the same purpose, and the purpose is to connect loop**  
9 **facilities to network terminating wire. Before the advent**  
10 **of competition, there was not a great need for**  
11 **semi-permanent connections made in the garden terminal,**  
12 **and so they weren't designed that way. We put the access**  
13 **terminal such that there was a place that ALECs could get**  
14 **access to the connections and make them, remove them,**  
15 **without BellSouth's technicians being present at the time.**

16          **Q**    **Mr. Milner, I think it's just a yes or a no,**  
17 **does the intermediary device have any equipment that the**  
18 **garden terminal does not have?**

19          **A**    **No, in the sense that they are both**  
20 **cross-connection devices. I have tried to explain to you**  
21 **the difference in vintage of a garden terminal and an**  
22 **access terminal and why we believe it is important to have**  
23 **the access terminal there.**

24          **Q**    **And all I was asking is if it had any different**  
25 **equipment, any different equipment in the garden terminal**



1 as compared to the access terminal?

2 A And the answer is yes, access terminals use a  
3 style of connect block, all 66 blocks. Those are not all  
4 that common in garden terminals. They effect the same  
5 result, and that is making cross-connections. But in some  
6 places other types of devices are used in garden  
7 terminals. So, yes, it is different equipment.

8 Q In terms of your network equipment, is there any  
9 different network equipment in the intermediary device  
10 that is not in the garden terminal?

11 A Let me try one more time. They both have the  
12 effect of allowing cross-connections to be made. They are  
13 a physically different style devices. So when you say  
14 different equipment, the answer is yes.

15 Q So you're talking about the shape of the device  
16 and I'm asking about the actual, I guess, connections that  
17 are in the access terminal or the garden terminal, are  
18 they the same or is there any difference?

19 A There is no difference in the effect, that is,  
20 that they both allow cross-connections to be made and  
21 removed.

22 Q Okay. So the technician could go to the  
23 intermediary device, if it was an ALEC technician, and I  
24 am assuming to get to the network terminating wire he  
25 would lift your pair off and put the ALEC's pair on?

1           **A     At the access terminal, did you say?**

2           **Q     Correct.**

3           **A     Yes, exactly.**

4           **Q     And this would occur without a BellSouth**  
5 **technician being present?**

6           **A     That is one of the reasons the access terminal**  
7 **is there, and that is one of the reasons we wired it in**  
8 **this fashion is to obviate the need for BellSouth's**  
9 **technician to be there.**

10          **Q     So the technician would have the same access to**  
11 **your equipment that is in the garden terminal that they**  
12 **would in the intermediary device, correct?**

13          **A     Well, again, the effect is the same in that AT&T**  
14 **can connect its loop facilities to BellSouth's network**  
15 **terminating wire. The manner in which it is done is the**  
16 **issue. BellSouth's proposal keeps AT&T's technicians from**  
17 **doing work in BellSouth's terminal and it keeps**  
18 **BellSouth's technicians from doing work in AT&T's**  
19 **terminal. So we think that is a lot safer way to do**  
20 **things.**

21          **Q     Well, I thought the concern was network security**  
22 **and that an ALEC technician could come in and kind of**  
23 **disrupt service because they might disconnect a pair or**  
24 **cut the wrong pair, correct? I thought that was one of**  
25 **your issues.**

1           **A**     **It is one of our issues. And by having the**  
2 **access terminal there it keeps us from having to work**  
3 **directly in each others terminals. BellSouth is not in**  
4 **your terminal and you are not in BellSouth's terminal. We**  
5 **both do work in the access terminal.**

6           **Q**     **And all of the pairs are wired up in the access**  
7 **terminal, if that is what I heard you say, so that the**  
8 **ALEC has the same opportunity to cut a pair or disconnect**  
9 **the wrong pair in the access terminal as it does in your**  
10 **garden terminal, correct?**

11          **A**     **No, ma'am, because there is not direct access to**  
12 **BellSouth's loop facilities which are still terminated in**  
13 **BellSouth's garden terminal.**

14          **Q**     **The technician could come in and lift the wrong**  
15 **pair, correct?**

16          **A**     **That could happen, that is one problem that**  
17 **could happen. But there are lots of other problems that**  
18 **could not happen. AT&T's technician would not be working**  
19 **in BellSouth's garden terminal, thereby would not cut the**  
20 **network terminating wire in that terminal, it would not**  
21 **cut BellSouth's loop away from BellSouth's terminal. So,**  
22 **yes, there is one problem that could still occur even in**  
23 **the setting where we have got an access terminal, but lots**  
24 **of other problems could not happen.**

25          **Q**     **A BellSouth technician could go in and cut**

1 **BellSouth's loop facility, correct?**

2 **A As long as there are humans involved, yes,**  
3 **accidents could happen. Any scheme that we come up with**  
4 **for allowing this kind of access it has to balance the**  
5 **amount of risk involved with the value. We think that**  
6 **there is value to having the access terminal there.**

7 **Q But my question was a BellSouth technician could**  
8 **cut that same loop facility or disconnect that same wire,**  
9 **correct?**

10 **A Yes. And BellSouth would know that one of its**  
11 **technicians had been in BellSouth's terminal. And,**  
12 **therefore, we know what employee set to go look for to**  
13 **find out how that got broken. If every ALEC in the state**  
14 **had access to BellSouth's terminal, there is no way in the**  
15 **world we could find out who inadvertently cut our**  
16 **facilities.**

17 **Q Well, I thought it wasn't an issue of finding**  
18 **out who did it, I thought the issue for BellSouth was**  
19 **preventing it?**

20 **A Well, absolutely. I believe your question**  
21 **earlier was about BellSouth's technician doing something**  
22 **bad in BellSouth's terminal. And that is what we are**  
23 **trying to guard against, is not having a situation where**  
24 **literally hundreds of companies could be doing work in**  
25 **BellSouth's terminal. We know which of our technicians we**

1 dispatch to a certain location. If they don't do their  
2 work in a proper manner, we retrain them, redirect them,  
3 ultimately discipline them if we can't get the message  
4 across another way.

5 Q Do you have any evidence, have you presented any  
6 evidence in your testimony that the ALEC technicians that  
7 would be working in these intermediary devices are any  
8 less qualified or competent than the BellSouth  
9 technicians?

10 A No. I don't know and can't know of the  
11 competence of ALECs' technicians. I can tell you about  
12 the training that BellSouth's technicians undergo, and I  
13 can tell you what measures we take to inspect the work  
14 they do, and how we coach them, and train them, and all  
15 that sort of thing. I can't know that about any company  
16 except BellSouth.

17 COMMISSIONER PALECKI: I have a question. Are  
18 you aware of the practice in other areas, in other states  
19 where there may be a greater level of competition and what  
20 happens in multi-unit situations? Let's say in New York  
21 City where there are many, many apartments, condominiums,  
22 et cetera.

23 THE WITNESS: I can tell you generally about the  
24 situation in two places, in New York State and in Texas.  
25 And they are different because the two incumbent companies

1 in those two locations have chosen fairly different  
2 serving strategies in terms of how much of the facilities  
3 in those high rise buildings they want to provide.

4 In New York it is fairly common that the  
5 facilities that we are talking about AT&T having access to  
6 would not even be Verizon's. Instead, Verizon often uses  
7 what is referred to as the minimum point of entry  
8 demarcation point, which is often in the basement or where  
9 the facilities cross the property line. So in many cases  
10 this issue doesn't even arise because the wire we are  
11 talking about doesn't belong to Verizon, it belongs to the  
12 property owner.

13 In the State of Texas --

14 COMMISSIONER PALECKI: But under those  
15 circumstances there would be a single point of  
16 interconnection that both the ILEC and the ALECs have  
17 access to?

18 THE WITNESS: Yes, that's right.

19 COMMISSIONER PALECKI: Has there been a problem?  
20 Has that been something that has been problematic for  
21 either the ILEC or the ALEC?

22 THE WITNESS: I don't know directly in that  
23 setting. Minimum points of entry is a serving strategy  
24 that has been around for a good long while, it is  
25 allowable under Part 68 of the FCC's rules. So as to

1 whether or not it is problematic, I don't know. But  
2 Verizon doesn't own those facilities, instead the property  
3 owner or its agent provides what we call riser cable here,  
4 that is the cable that runs to each floor. Then service  
5 providers, like BellSouth or AT&T, would bring their  
6 facilities into the basement and it would make connections  
7 between their own facilities to the building owner's, the  
8 property owner's facilities.

9 **COMMISSIONER PALECKI:** But you do have numerous  
10 technicians from many different companies all having  
11 access to the interconnection facility that is owned then  
12 by the building owner, I guess?

13 **THE WITNESS:** Yes, that part. But what you  
14 don't have is various service providers doing work in each  
15 others terminals. In other words, each service provider  
16 would bring its own facilities, let's say, into the  
17 basement, would install its own terminal. AT&T would not  
18 have any reason to work in Verizon's terminal, Verizon  
19 wouldn't have any reason to do work in anybody else's  
20 terminal. So they are still each doing work only in their  
21 own facility. So they are making cross-connections  
22 between their connector blocks and that one that the  
23 property owner has provided.

24 **COMMISSIONER PALECKI:** And you mentioned one  
25 other state?

1           **THE WITNESS:** In Texas it is my understanding  
2 that they have sort of a mixture between minimum point of  
3 entry, that is, the incumbent facilities, let's say, stop  
4 in the basement, and what we call premises demark. That  
5 is where the demarcation point is at each individual end  
6 user's apartment or suite. So they have got some of each.

7           In the case where SBC did not provide those  
8 facilities, that is, in the MPOE setting, then it is much  
9 as in New York, they each provide their own terminal, they  
10 each make direct connections between their terminal and  
11 the inside wire that is provided by the property owner.

12           In the case where SBC has provided that inside  
13 wire, that riser cable, the intrabuilding network cable,  
14 then they have a situation similar to BellSouth's and they  
15 provide that on an individual case basis.

16           **COMMISSIONER PALECKI:** Thank you.

17 **BY MS. OCKLEBERRY:**

18           **Q**    You heard Mr. Lindemann testify about the  
19 technicians that AT&T hires?

20           **A**    Yes, ma'am.

21           **Q**    That a lot of them were former BellSouth  
22 employees?

23           **A**    Yes, ma'am.

24           **Q**    Let me ask you a question. Regarding Page 3 of  
25 your exhibit, you show the ALEC's facilities coming into



1 their terminal and your facilities coming into your  
2 terminal, correct?

3 A Yes.

4 Q And we are talking about loop facilities of both  
5 of the carriers?

6 A Yes.

7 Q So if the ALEC cuts your facilities they are  
8 going to damage their ability to provide service, correct?

9 A No. If they cut the network terminating wire,  
10 then, yes, they would impair their own ability to provide  
11 service. If they destroyed BellSouth's loop back to  
12 BellSouth's central office in the process, that has no  
13 effect on their ability to provide service at that  
14 location.

15 Q Okay. So if they cut the network terminating  
16 wire it would affect their ability to provide service?

17 A AT&T's, you mean?

18 Q Correct.

19 A Yes.

20 Q And they have access to that, right?

21 A Yes.

22 Q Do you have any specific or significant evidence  
23 that you can point to to show where there has been an  
24 intentional disruption of service by an ALEC to  
25 BellSouth's facilities?

1           **A     Yes, I can.**

2           **Q     Is it in your testimony?**

3           **A     No, it's not. This is information that I got**  
4 **just recently. I will give you three different cases all**  
5 **of which occurred here in the state.**

6           **Q     And this is where an ALEC intentionally**  
7 **disrupted BellSouth's facilities?**

8           **A     Yes. The most flagrant was at -- the serving**  
9 **address is 2101 West Highway 390 in Lynn Haven, Florida.**  
10 **The ALEC went into that location, it was served by what we**  
11 **call an optical network unit. On one side is fiber-optic**  
12 **facilities, on the over side is the equivalent of network**  
13 **terminating wire. The ALEC forced its way into that ONU,**  
14 **cut BellSouth's facilities from that, attached its own**  
15 **facilities to the network terminating wire, removed the**  
16 **water seal that protects the electronics from the**  
17 **elements, didn't replace the seal. It rained and**  
18 **destroyed BellSouth's equipment.**

19           **Q     Was that an AT&T technician?**

20           **A     No, it was not. The second occasion happened at**  
21 **150 West Flagler Street in Miami, Florida. In that case**  
22 **the ALEC intentionally took 80 intrabuilding network cable**  
23 **pairs, some of which BellSouth had technicians enroute to**  
24 **provide service to our own customers. We missed due dates**  
25 **because the ALEC had intentionally taken our facilities**

1 without our knowledge.

2 And the third case, in several locations in  
3 Miami a company who is not certificated as an ALEC was  
4 working with an ALEC and disrupted service in about four  
5 or five different buildings, BellSouth customers, in an  
6 attempt to try out new equipment that they wanted to use  
7 to provide high speed Internet access.

8 Q Were any of those involving AT&T?

9 A No, ma'am.

10 Q Would you agree that with the intermediary  
11 device there are more cross-connect points than with  
12 direct access?

13 A Yes.

14 Q And is it also true that by increasing the  
15 number of cross-connects you can also increase the  
16 potential number of points of failure?

17 A This is possible, too. And as I said earlier,  
18 any strategy for protecting service has to balance the  
19 introduced points of failure with the expected result. We  
20 think it's a fair trade-off. Yes, there are more  
21 cross-connections; yes, they are subject to breaking, but  
22 they provide a very real security to the serving  
23 arrangement.

24 Q Now, for a high rise you indicate that you are  
25 not going to prewire every pair, you will do it when you

1 receive an order from the ALEC?

2 A That's right.

3 Q And how many pairs will BellSouth prewire when  
4 it receives the order?

5 A As many as you ask for.

6 Q So that would require BellSouth having to come  
7 out and coordinate with the ALEC?

8 A Not necessarily. If you say -- let's take an  
9 example. In Fort Lauderdale there is a certain building,  
10 a high rise building that you want to provide service in,  
11 and if you say, "BellSouth, I would like you to prewire  
12 100 pairs for AT&T to the 14th floor," then BellSouth  
13 could do that well in advance of the day that you want to  
14 provide service to a given end user.

15 Q But each time AT&T wanted to serve customers,  
16 then, the BellSouth technician would have to go out to  
17 prewire those pairs?

18 A No. Again, looking at Page 3 of my diagram,  
19 what would happen is that once the pairs are prewired,  
20 AT&T's technician would go in and working only at the  
21 access terminal would remove the connection between  
22 BellSouth's loop and the intrabuilding network cable.

23 Q I'm talking about for high rises, not for garden  
24 style apartments.

25 A That's what I'm talking about, yes.

1           **Q**     Okay. So how many -- it's my understanding that  
2 you would have to wait until AT&T places an order before  
3 you would go prewire the pairs?

4           **A**     Well, yes, but you said, I believe, or your  
5 question was whether BellSouth's technician had to be  
6 there each and every time you wanted to provide service  
7 and the answer is no.

8           **Q**     But a BellSouth technician would have to  
9 dispatch -- be dispatched to complete that wiring, though?

10          **A**     No, only once. And that once being at the time  
11 of the prewiring. After that, at the time service is  
12 actually extended from AT&T's network to an end user,  
13 BellSouth's technician need not be there. And that is  
14 what I was trying to explain using Page 3. BellSouth's  
15 technician working at the access terminal would remove the  
16 cross-connection between BellSouth's loop and the  
17 intrabuilding network cable and would place a new  
18 connection between AT&T's loop equivalent and that same  
19 intrabuilding network cable pair. So BellSouth's  
20 technician would have no need to be there at the time  
21 service was actually swung from BellSouth's network to  
22 AT&T's.

23          **Q**     No, I understood that. But my question was  
24 would a BellSouth technician have to go out to wire the  
25 pairs when you receive the order from AT&T per customer?

1           **A**     **No. BellSouth will prewire as many or as few**  
2 **pairs as you want. And that can be whenever you want it**  
3 **to be; the day before the time you want to serve a given**  
4 **customer, or customers, or weeks, or months ahead of time.**

5           **Q**     **Will BellSouth provide those pairs that a**  
6 **customer is currently receiving service on?**

7           **A**     **Not if -- yes, unless the customer wants to**  
8 **continue receiving service from BellSouth over that pair.**

9           **Q**     **So if the customer wants to switch to AT&T,**  
10 **BellSouth will then prewire those pairs to the**  
11 **intermediary terminal?**

12          **A**     **That's right.**

13          **Q**     **Now, does BellSouth go through this same**  
14 **procedure to serve its customers?**

15          **A**     **What procedure is that?**

16          **Q**     **In terms of having to prewire the pairs through**  
17 **the intermediary device?**

18          **A**     **Well, not through an intermediary device, but,**  
19 **yes, BellSouth has to do much the same thing. BellSouth**  
20 **has to bring its loop facilities to the building, it has**  
21 **got to get intrabuilding network cable up to the floor**  
22 **that it wants to sell service to customers on, it must get**  
23 **service from the wiring closet on that floor to each**  
24 **office and suite or apartment on that floor. So, yes, we**  
25 **do things that are exactly like this.**

1           **Q**    **Will BellSouth install this intermediary device**  
2 **in all MDUs on its own volition?**

3           **A**    **No, there is no need for us to. It's an expense**  
4 **we don't need to expend if we don't think that there is an**  
5 **ALEC that wants to use that. The ALEC signals its intent**  
6 **to serve a given property by requesting that BellSouth**  
7 **install an access terminal.**

8           **Q**    **Okay. And how would the ALEC do that?**

9           **A**    **How would -- there are order forms.**

10          **Q**    **Is that the service inquiry form?**

11          **A**    **That is part of it, yes. The service inquiry**  
12 **form, because there are so many different ways that you**  
13 **can serve multi-story or multi-tenants buildings, that the**  
14 **service inquiry process involves looking at a given**  
15 **situation, a given building, and finding out the best**  
16 **serving arrangement.**

17          **Q**    **And how many pages is that form, do you know?**

18          **A**    **Let's see. I'm not sure if they are attached**  
19 **here or not, but there are several pages to it. And when**  
20 **I say -- 11 or 12, maybe.**

21          **Q**    **It's 11 or 12 pages, and that is just to get the**  
22 **process started?**

23          **A**    **No, that is one step in the process.**

24          **Q**    **How many steps are there in the process to get**  
25 **the intermediary device installed?**

1           **A**     **Well, I would have to count them on the flow**  
2 **chart that is shown with the information that is on our**  
3 **website and available to ALECs. It is a multi-step**  
4 **process. In the garden terminal, in the garden apartment**  
5 **setting there might be, you know, 20 or 30 buildings on**  
6 **the same property. So the service inquiry form is long**  
7 **enough to accommodate, you know, sort of the extreme case**  
8 **where there might be a number of different buildings, all**  
9 **of which AT&T would have an interest in serving.**

10           **Q**     **Do you know how many steps, though, it takes to**  
11 **get the intermediary device installed that are outlined in**  
12 **your process?**

13           **A**     **Not without counting them. There is, you know,**  
14 **depending on how you want to count, there is the site**  
15 **visit, there is the actual set up of the access terminal,**  
16 **and then there is the actual providing access and billing.**  
17 **So depending on how you want to count steps, that is**  
18 **three. There are substeps within each one of those.**

19           **Q**     **And how many substeps are in each step?**

20           **A**     **Would you like me to take the time to count**  
21 **these on the flow chart?**

22           **Q**     **If you would.**

23           **A**     **Sure. In the site visit and -- by the way, I'm**  
24 **looking at BellSouth's unbundled network terminating wire**  
25 **CLEC information package, which is available on our**



1 website. And specifically I'm looking at Page 8 of that,  
2 and it shows in flow chart style on the site visit part  
3 that there are three steps, or three parts to that. In  
4 the access terminal and UNTW set-up there are nine parts  
5 to that. And then in peer access and billing, which is  
6 over on Page 9, there are three parts to that.

7 Q So there can be approximately 15 steps to get  
8 the access terminal or intermediary device installed?

9 A Yes.

10 Q Is one of those steps a site visit to the  
11 property?

12 A That is correct, yes.

13 Q And does that have to be with both BellSouth and  
14 the ALEC?

15 A We certainly recommend that. What we are trying  
16 to work out at the site visit is that place that the  
17 access terminal will go that is most beneficial to both  
18 BellSouth and, let's say, AT&T. AT&T is going to install  
19 its own terminal, and so we go out together to figure out  
20 the best place to put that access terminal such that we  
21 can get to it easily, minimize the cable lengths, AT&T can  
22 get to it easily and likewise minimize its cable lengths.

23 Q How long after there is -- at a service inquiry  
24 does the site visit have to be completed, is there a time  
25 period?

1           **A**     **Let me look through the instructions. I recall**  
2 **that there is one. Let me see. I may not be looking at**  
3 **the right place. I thought that there was a time frame**  
4 **suggested. On looking on Page 10 of the document I**  
5 **referred to, it doesn't specify.**

6           **Q**     **So there is no time period as far as you are**  
7 **aware of?**

8           **A**     **I thought there was, I don't see it in here. I**  
9 **would have to go through page-by-page.**

10          **Q**     **How long does BellSouth have to -- time, is**  
11 **there a time period that BellSouth has to complete**  
12 **installation of the device once it receives a firm order?**

13          **A**     **No. And at the outset you can't tell how long**  
14 **its going to take, because that is what the site visit is**  
15 **for is to figure out what the serving arrangement is, what**  
16 **is the scope of AT&T's request, you know, is it one**  
17 **building out of 30, or all 30 out of 30 that are going to**  
18 **have to be equipped. So it is situational. How much work**  
19 **is required and how can you get the work scheduled. So,**  
20 **it's a function of how much work that AT&T requests be**  
21 **done.**

22          **Q**     **So as of right now there is no time period for a**  
23 **firm order, once you get a firm order for it to be**  
24 **completed?**

25          **A**     **That's right.**

1           **Q**    You also indicated that recordkeeping was an  
2 issue?

3           **A**    Yes, because some of the subloop elements appear  
4 or are inventoried in computer data bases.

5           **Q**    Now, you participated in the MediaOne  
6 arbitration in Georgia?

7           **A**    I did.

8           **Q**    And would you agree that the Commission  
9 addressed the issue of notification to BellSouth when a  
10 change is made to the customer's service?

11          **A**    Yes.

12          **Q**    And it directed the parties to negotiate  
13 procedures on how to make that happen within 30 days of  
14 the order?

15          **A**    Yes. And we came to an agreement that I believe  
16 we can both live with.

17          **Q**    And that is the same issue that you have  
18 addressed in this proceeding regarding recordkeeping?

19          **A**    Yes.

20                   **COMMISSIONER PALECKI:** And what was that  
21 agreement you could both live with?

22                   **THE WITNESS:** Well, the --

23                   **COMMISSIONER PALECKI:** I would like to hear what  
24 that was.

25                   **THE WITNESS:** I'm sorry to interrupt you. The

1 long and the short of it was that BellSouth and MediaOne  
2 came to the serving arrangement that is shown here on this  
3 third page of the exhibit; that is, BellSouth would extend  
4 these cross-connections over to the access terminal such  
5 that its technicians did not have to be there when  
6 cross-connections made by MediaOne were made and removed.

7 The other part was that the Commission ordered  
8 us to develop a notification process whereby MediaOne  
9 would notify BellSouth of how many of BellSouth's network  
10 terminating wire pairs it was actually using such that we  
11 could bill properly.

12 **BY MS. OCKLEBERRY:**

13 Q You would agree that the Georgia Commission  
14 determined that there should be a single point of  
15 interconnection?

16 A Yes.

17 Q And would you also agree on Page 5 of the order  
18 they determined that to the extent there was not currently  
19 a single point of interconnection that MediaOne could  
20 feasibly access that BellSouth must construct a single  
21 point of interconnection?

22 A I recall that language, yes.

23 Q Okay. So according to the order, BellSouth was  
24 not to construct a single point of interconnection unless  
25 MediaOne could not access the one that currently was

1 there?

2           **A**     **No, that is not how I would read those words. I**  
3 **read them differently to say that if there is not already**  
4 **one of these access terminals and MediaOne wants one, then**  
5 **BellSouth should provide one.**

6           **Q**     **Does it say that anywhere in the order that you**  
7 **are aware of?**

8           **A**     **No. Apparently you and I have different**  
9 **interpretations of the same set of words. What they said**  
10 **was if there is not a single point of interconnection,**  
11 **upon request BellSouth should build one.**

12           **Q**     **And didn't they indicate that there is not**  
13 **currently a single point that could be feasibly accessed**  
14 **by MediaOne?**

15           **A**     **Well, if there already is a single point of**  
16 **interconnection, then there is no need for BellSouth to**  
17 **provide another one. If there is not one already, then**  
18 **BellSouth has an obligation to build one. But BellSouth's**  
19 **terminal is not that single point of interconnection, the**  
20 **access terminal is.**

21           **Q**     **Let me ask you a couple of questions about**  
22 **condominium arrangements. Would you agree that the**  
23 **buildings where AT&T and BellSouth -- there are some where**  
24 **they share ownership in Florida?**

25           **A**     **Yes, there are six such buildings in Florida.**

1 Q Okay. And that came as a result of divestiture?

2 A That is correct.

3 Q And there are agreements between the parties  
4 that govern those condominium arrangements?

5 A Yes.

6 Q Have you seen those agreements?

7 A Actually, I worked on some of those agreements  
8 at divestiture, but I have not seen them lately to know if  
9 they have evolved or changed since then.

10 Q Do you know if those agreements provide for  
11 easements that allow each of the parties to go onto the  
12 property of the other?

13 A They did at the time that I helped write some of  
14 those, yes.

15 Q Do you know if that includes the right to run  
16 cable on the property of the other or put support  
17 structures on the property of the other?

18 A Yes, I believe it would. That's not really what  
19 we are talking about here in this issue, but, yes.

20 Q And in the condominium arrangements is it  
21 possible for AT&T and BellSouth to have equipment in the  
22 same building?

23 A I'm sorry, in the same building --

24 Q In the condominium arrangements, AT&T and  
25 BellSouth possibly have equipment in that same building?

1           **A**     **Yes. I mean, that was the desired effect that**  
2 **this part of the divestiture agreement was meant to -- was**  
3 **meant to solve. The modification of final judgment said**  
4 **that AT&T and divested companies could not jointly own**  
5 **equipment. It said they could jointly use certain**  
6 **facilities, and buildings were one of those things.**

7           **Q**     **And that equipment --**

8           **A**     **So what it was really an accommodation for was**  
9 **an allowance for either, you know, the owner of the**  
10 **building and the nonowner to each have equipment placed in**  
11 **a single building and not violate joint ownership rules.**

12          **Q**     **And that equipment could be either on the same**  
13 **floor or different floors?**

14          **A**     **That is correct.**

15          **Q**     **And do you know if AT&T uses that equipment in**  
16 **the building to provide service to its customers?**

17          **A**     **I presume it does, yes.**

18          **Q**     **And the issue is that AT&T wants to directly**  
19 **connect to BellSouth's network and BellSouth believes that**  
20 **it has no obligation to allow this?**

21          **A**     **That's right.**

22          **Q**     **So under BellSouth's proposal, AT&T would have**  
23 **to take the equipment out of its portion of the building**  
24 **and move it to BellSouth's portion of the building to**  
25 **collocate to provide service?**

1           **A**     **No, there would not be, as far as I can tell,**  
2 **any need to move equipment from AT&T's part of the**  
3 **building to the collocation arrangement. Within the**  
4 **collocation arrangement would be a place where BellSouth's**  
5 **network and AT&T's network came together. That would be**  
6 **the form of interconnection. But I don't see a reason for**  
7 **AT&T to move its equipment. It is obviously working well**  
8 **where it is. That is not what we are talking about.**

9                     **We are talking about requiring AT&T to have the**  
10 **same form of interconnection as is enjoyed by other ALECs**  
11 **and also not to have a form of interconnection that other**  
12 **ALECs cannot enjoy.**

13           **Q**     **So BellSouth would require AT&T to have**  
14 **collocation to interconnect with BellSouth's network in**  
15 **this instance?**

16           **A**     **Yes.**

17           **Q**     **And the collocation is a process that AT&T would**  
18 **have to go through, correct?**

19           **A**     **Certainly.**

20           **Q**     **And it requires an application and BellSouth**  
21 **would have to make sure that there was space in the**  
22 **central office?**

23           **A**     **That is correct.**

24           **Q**     **And if there was no space in the central office,**  
25 **then AT&T wouldn't be able to interconnect with**



1 **BellSouth's network, correct?**

2 **A Not correct.**

3 **Q Would BellSouth -- where would AT&T then be able**  
4 **to interconnect with BellSouth's network?**

5 **A There are numbers of other forms of**  
6 **interconnection than collocation. You know, AT&T could**  
7 **buy facilities, could buy special access as a form of**  
8 **interconnection and meet us somewhere else.**

9 **Q Well, special access is not at UNE rates,**  
10 **correct, it would be a higher cost?**

11 **A No, it's not. But that is only one form of**  
12 **interconnection. Virtual collocation is another;**  
13 **so-called assembly points are a third form of**  
14 **interconnection. So AT&T has a number of choices even**  
15 **where physical collocation is not available. Adjacent**  
16 **collocation its another yet.**

17 **Q But all of those would require some kind of**  
18 **collocation, correct?**

19 **A Yes.**

20 **Q And you understand that AT&T is not asking for**  
21 **collocation because we are not asking for equipment or**  
22 **anything to be on your premises?**

23 **A But you are asking -- that is correct, but you**  
24 **are asking to interconnect with our network.**

25 **Q Well, what we are asking for is direct**

1 connection, isn't that correct?

2 A That is one way of saying it. Another way to  
3 say it is that you want a form of interconnection that  
4 another ALEC can enjoy.

5 Q Would you agree that 251(c)(2) of the Act allows  
6 for direct connection between BellSouth's network and  
7 AT&T's network?

8 A I would have to go back and reread it. If you  
9 have a copy that I could look at.

10 COMMISSIONER PALECKI: I just want to get  
11 straight the reason for your position on this issue is  
12 that you want to be fair to the other ALECs?

13 THE WITNESS: Exactly.

14 COMMISSIONER PALECKI: I just wanted to be clear  
15 on that.

16 BY MS. OCKLEBERRY:

17 Q Would you agree that direct connection could  
18 save valuable collocation space that other ALECs could  
19 use?

20 A It may have that effect in some cases, yes.

21 Q And is there any Commission rule or court order  
22 that you are aware of that prohibits direct connection?

23 A That prohibits direct connection?

24 Q Uh-huh.

25 A None that I have seen. I mean, except that all

1 forms of interconnection we provide we must provide in a  
2 nondiscriminatory fashion. And that is the part that is  
3 of concern to us. So, yes, that is a rule that says we  
4 have got to provide forms of interconnection in a  
5 nondiscriminatory fashion. Offering you one form that I  
6 can't offer to another to me appears to be discriminatory,

7 Q Now, on the issue of security measures, this  
8 concerns security checks for AT&T's employees trying to  
9 access BellSouth's collocation space?

10 A Well, I believe you said BellSouth's collocation  
11 space. BellSouth doesn't have collocation space. I  
12 think --

13 Q I'm sorry, AT&T's collocation space --

14 A Yes, or --

15 Q -- on BellSouth's premises?

16 A If I could finish, more accurately to enjoy  
17 unescorted access within BellSouth's central offices.

18 Q Now, BellSouth already has certain security  
19 measures that are in place?

20 A We have security measures in place, yes.

21 Q Does BellSouth use cameras to monitor persons  
22 entering and leaving the space?

23 A In some cases we do, in others not.

24 Q Do you use special card readers for access to  
25 the collocation space?

1           **A**     **In some cases we use that to gain entrance to**  
2 **the building, in other cases we use metallic keys.**

3           **Q**     **Do you use security locks in collocation space?**

4           **A**     **No. The collocation arrangement is not ours.**

5 **Some collocators choose to enclose their collocation**  
6 **arrangement, and some of them choose to put a lock on it.**

7 **That is not BellSouth's requirement, that is what the**  
8 **collocator chooses to do.**

9           **Q**     **Do you use separate entrances for ALEC employees**  
10 **in collocation spaces?**

11          **A**     **Do we have separate entrances? No, ma'am.**

12          **Q**     **Do you use special identification badges for**  
13 **persons using the collocation space?**

14          **A**     **We require that all ALECs' employees have a form**  
15 **of identification that is worn outermost on their**  
16 **clothing, and that it have a photograph of the employee on**  
17 **it.**

18          **Q**     **And does BellSouth require the ALEC employees to**  
19 **sign in or sign out logs to access the collocation spaces?**

20          **A**     **No, not in most cases. If there are electronic**  
21 **keys, there is no need to do that since the electronic key**  
22 **keeps a record of who was in the building at what time and**  
23 **when they left the building.**

24          **Q**     **Now I want to ask you just a few questions about**  
25 **line splitting. Is BellSouth willing to provide**

1 **cross-connects to allow ALECs to engage in line splitting?**

2 **A Yes.**

3 **Q And are you willing to provide those at UNE**  
4 **rates?**

5 **A Yes.**

6 **Q In that portion of your testimony that addressed**  
7 **that issue, I believe you indicated in your testimony that**  
8 **BellSouth would not provide cross-connects to allow ALECs**  
9 **to interconnect.**

10 **A No, we provide cross-connects to ALECs. What we**  
11 **don't provide is cross-connects from one ALEC to another,**  
12 **or what some people call co-carrier cross-connects.**

13 **Q Okay. But you will provide the cross-connects**  
14 **for line splitting?**

15 **A We will provide cross-connects to the ALECs**  
16 **involved. We do not allow cross-connects directly between**  
17 **those two ALECs, or co-carrier cross-connects.**

18 **COMMISSIONER PALECKI: Before you move on, I**  
19 **have a question I would like to ask about the criminal**  
20 **history records issue. Are you familiar at all with the**  
21 **process currently being used at AT&T to screen employees?**

22 **THE WITNESS: Only what I have read in the**  
23 **testimony and heard here or in settings like this. Of the**  
24 **criminal background checks that apparently AT&T does for**  
25 **its own employees.**

1           **COMMISSIONER PALECKI:** Mr. Chairman, I have  
2 something I probably should have raised yesterday in that  
3 I would like to know what the current background check is  
4 that is being done by AT&T when they hire new employees.  
5 The reason I would like to have that perhaps as a  
6 late-filed exhibit is because I'm not sure I don't agree  
7 that BellSouth shouldn't be able to dictate the terms of  
8 what background checks are needed. But at the same time I  
9 think there probably is the need for some background  
10 check. And I would like to be able to know what is  
11 currently being utilized at AT&T before I make a decision  
12 on this issue and would like to ask for that from AT&T as  
13 a late-filed exhibit.

14           **MS. RULE:** Certainly. What number would be that  
15 be?

16           **CHAIRMAN JACOBS:** That would be 21, late-filed.

17           **MS. RULE:** Thank you. We will provide that as  
18 Late-filed Exhibit Number 21.

19           **CHAIRMAN JACOBS:** I'm sorry, strike that. 22.

20           **MS. RULE:** 22.

21           (Late-filed Exhibit 22 marked for  
22 identification.)

23           **CHAIRMAN JACOBS:** You saw Mr. Mill's testimony  
24 that they have offered some procedures of indemnity, are  
25 you familiar with that?

1           **THE WITNESS:** Yes, I have read that.

2           **CHAIRMAN JACOBS:** And that is combined with  
3 their on-going security checks, correct?

4           **THE WITNESS:** I'm sorry.

5           **CHAIRMAN JACOBS:** And that would be combined  
6 with their on-going security checks that they do?

7           **THE WITNESS:** Yes, I think that proposal is to  
8 indemnify us if something bad happens. I don't think that  
9 is adequate. But, yes, that is their proposal.

10           **CHAIRMAN JACOBS:** Okay. You answered my next  
11 question. That late-filed exhibit will be titled AT&T's  
12 security clearance procedure.

13           **MS. RULE:** Yes, sir.

14           **CHAIRMAN JACOBS:** You may proceed.

15           **MS. RULE:** Thank you.

16                           **CROSS-EXAMINATION**

17 **BY MS. RULE:**

18           **Q**    Hello, Mr. Milner.

19           **A**    Good afternoon, Ms. Rule.

20           **Q**    There was some discussion yesterday about  
21 settlement talks for operator service and directory  
22 assistance routing, and you heard that discussion?

23           **A**    Yes.

24           **Q**    Now, that issue has not been settled yet, has  
25 it?

1           **A**     **No, unfortunately not. I think we are close,**  
2 **but not as we sit here, no.**

3           **Q**     **Okay. And you have testified that BellSouth**  
4 **already offers customized routing for operator service and**  
5 **directory assistance, right?**

6           **A**     **That's right.**

7           **Q**     **To whom does BellSouth provide that routing?**

8           **A**     **Well, you have used two different words. First**  
9 **you said offer. We offer it to any ALEC that wants it.**  
10 **We are providing it right now, the line class code method**  
11 **to AT&T.**

12          **Q**     **Is that in connection with a test in Georgia?**

13          **A**     **Yes, it is part of what AT&T calls its Georgia**  
14 **1,000 trial.**

15          **Q**     **And that is a test out of one central office in**  
16 **Atlanta?**

17          **A**     **Yes. That is what AT&T chose to do, yes.**

18          **Q**     **And, in fact, that test is limited to one switch**  
19 **in that central office, isn't it?**

20          **A**     **Again, that is what AT&T chose to do, yes.**

21          **Q**     **And other than that test that is going on, there**  
22 **is no customized routing provided by BellSouth in its**  
23 **territory, is there?**

24          **A**     **That is correct.**

25          **Q**     **I believe you say in your testimony, in your**



1     **rebuttal, that AT&T need only place an order for**  
2     **customized routing and BellSouth will provide it, right?**

3             **A     Yes, I say that.**

4             **Q     Okay. I would like to make concern we are**  
5     **talking about the same thing, and that the Commissioners**  
6     **understand the discussion on what customized routing is.**  
7     **If I pick up the phone today here in Sprint territory and**  
8     **I dial 411 to get to information, how does that call get**  
9     **to its end result, where does it go?**

10            **A     Well, at the highest level I presume that Sprint**  
11    **sends its directory assistance calls to Sprint's directory**  
12    **assistance platform.**

13            **Q     Okay. And when we say directory assistance**  
14    **platform, we mean somebody, in this case Sprint, who**  
15    **provides the operators who I was going to say pick up the**  
16    **phone, but I guess answer the headset, and they might say**  
17    **thank you for calling Sprint, for example?**

18            **A     They might, yes. The platform is a specialized**  
19    **form of switch which takes the incoming call from the end**  
20    **office switch where the end user customer is served and**  
21    **then manages the answering of those calls by offering the**  
22    **call to various directory assistance operator queues. And**  
23    **at the other end of the queue is an operator with a**  
24    **headset that is automatically set a call.**

25            **Q     So if you offer customized routing then**

1 **BellSouth could send calls to, let's say, the BellSouth**  
2 **operator platform, correct?**

3 **A Yes.**

4 **Q Or to an AT&T operator platform?**

5 **A Yes.**

6 **Q Or to an operator platform provided by a third**  
7 **party, right?**

8 **A That is possible, too.**

9 **Q And I believe your position is that if AT&T asks**  
10 **BellSouth to send all of its -- let's say, Florida**  
11 **operator service and directory assistance calls to one**  
12 **platform, let's say the AT&T platform, BellSouth will**  
13 **agree to do that, right?**

14 **A That's close. That is not exactly right. I**  
15 **think we are going to have to get into a little more**  
16 **detail as to what AT&T asks for and what BellSouth**  
17 **provides. There are really two steps to the ordering**  
18 **process. One is done -- one set of work is done at the**  
19 **end office level. And using one of the two methods which**  
20 **AT&T is getting ready to use is the so-called line class**  
21 **code method, which are just parts of the memory of the**  
22 **computer that is the biggest part of the switch. And that**  
23 **just says based on who you are and what digits you dial, a**  
24 **certain trunk group is going to be picked for completion**  
25 **of that call.**

1           **With customized routing, if you are an AT&T**  
2 **customer served from a BellSouth switch either on an**  
3 **unbundled basis or resale basis, and AT&T chooses for your**  
4 **calls to go to AT&T's platform, then customized routing is**  
5 **the mechanism that makes that happen. So, AT&T would**  
6 **request of BellSouth in, let's say, the Miami Grande**  
7 **central office, I want a certain number of line class**  
8 **codes, and I want the first one of these to handle calls**  
9 **in this fashion, the second one to handle calls in the**  
10 **second fashion, and so on and so forth.**

11           **So I can't answer yes to your question just**  
12 **unequivocally that says it has got to go to one platform**  
13 **or another. AT&T could say I want within those, let's**  
14 **say, five line class codes for more than one platform to**  
15 **be chosen. But that is what AT&T can -- I mean, what**  
16 **BellSouth rather considers to be one choice or one option**  
17 **that you have made.**

18           **Q     I confess you got me on that one, Mr. Milner. I**  
19 **have no idea whether that was a yes or a no, and let me**  
20 **repose the question. Because I think what I asked you, or**  
21 **I'm certain what I asked you was if AT&T asked BellSouth**  
22 **to please route all of its Florida customers' calls to one**  
23 **platform, the AT&T platform, will BellSouth agree to do**  
24 **that?**

25           **A     Certainly we will agree to do that. That is not**

1 the only thing we will agree to do was my point.

2 Q Okay. And as I believe Mr. Bradbury pointed  
3 out, the process to do that particular thing would be  
4 pretty simple, wouldn't it, for ordering?

5 A Relatively say, yes.

6 Q We have an agreement --

7 A Well, let me complete. Relatively so because  
8 once that is set up, it doesn't change as individual end  
9 users are added to AT&T's customer base. So, yes, it is  
10 something that generally would be done one time for a  
11 certain central office.

12 Q Okay. And you mentioned there are several ways  
13 that could be accomplished, but you also mentioned AT&T  
14 has specifically requested the line class code method,  
15 right?

16 A That's right.

17 Q Okay. And let's keep with the same example,  
18 that AT&T orders all of its Florida customers OS/DA, or  
19 operator service/directory assistance calls sent to the  
20 AT&T platform via the line class code method, okay?

21 A All right.

22 Q And, basically, the result that the customer  
23 would experience is whether they are a customer in Miami,  
24 or Jacksonville, or Orlando, they pick up the phone, they  
25 dial, for example, 411, and they would reach AT&T's

1 operator service platform, right?

2 A That is correct.

3 Q Now, you, I think, answered the question I am  
4 about to ask, and that is if you are using line class  
5 codes for that to happen, and you wanted it done on a  
6 statewide basis, BellSouth is going to have to identify  
7 and assign the specific line class codes in each central  
8 office to reach that result, correct?

9 A That's right. AT&T would inform BellSouth of  
10 how it wanted its customers' calls handled in a given  
11 central office. And based on that information, BellSouth  
12 would select appropriate line class codes and would make  
13 the translations in the switch to make that happen.

14 Q Okay. And that leads to another question. When  
15 you say line class code, it is a software code for the  
16 switch, right?

17 A Yes. It is actually a software pointer that  
18 says based on your class of service -- whether you have  
19 got call blocking, restrictions on your line or not, and  
20 the digits that you dial, then the next part of handling  
21 that call is to point you to a certain trunk group or to  
22 another translation table.

23 Q Okay. Now, a line class code then is basically  
24 a code, but that code identifies the features and options  
25 for a particular customer's lines, right?

1           **A**     **That is very close. It really doesn't identify**  
2 **the features. It really says -- you identify what**  
3 **features a certain customer will have, and then based on**  
4 **those features, like blocking or not and what you want the**  
5 **disposition of the customer's calls to be, then you would**  
6 **say I want those routed to this trunk group. And so then**  
7 **the line class code is the mechanism that says based on**  
8 **all of those criteria that you have given me, point that**  
9 **call to this trunk group.**

10           **Q**     **Okay. So when an ALEC is, for example, taking a**  
11 **customer's order, they would have to find out what**  
12 **features the customer wanted, did they want, for example,**  
13 **900 blocking. That would have to be indicated in some way**  
14 **on a line class code, wouldn't it?**

15           **A**     **Yes. I mean, ultimately, you know, all of those**  
16 **choices will have to be made known to BellSouth such that**  
17 **we can provision all the customer's features correctly,**  
18 **not only these routings, but, you know, three-way calling,**  
19 **or speed dialing, or voice messaging, or whatever else.**  
20 **Not all of those things require line class codes, but some**  
21 **do.**

22           **Q**     **But a line class code, then, will tell the**  
23 **switch how to route a customer's calls, correct?**

24           **A**     **That is its function, yes.**

25           **Q**     **And if I am an AT&T POTS customer, plain old**

1 telephone service, and I want blocking of 900 calls on my  
2 line, that would be in the same central office a different  
3 line class code than the AT&T POTS customer that did not  
4 want 900 blocking, correct?

5 A Yes, it would. And just to clarify, let's say  
6 that you and I are both served by the same switch. You  
7 are an AT&T customer and I'm a BellSouth customer, and we  
8 both dial 411. Our calls are routed differently based on  
9 the fact that a different line class code has been  
10 assigned to each of us.

11 Q And, in fact, that same routing -- or the switch  
12 looks at the routing instructions and the line class code  
13 to determine where to send intraLATA toll calls, right?

14 A Yes. As I mentioned earlier, line class codes  
15 are used for a number of different routing functions, jobs  
16 within the switch.

17 Q So, if, for example, a customer calls up and  
18 says I want to switch from AT&T long distance service to  
19 MCI long distance service, then you would have to  
20 implement a different line class code, correct?

21 A No. Actually what you would do would be to  
22 introduce a different presubscribed, different PIC, P-I-C.  
23 I'm drawing a blank here, but whatever PIC stands for.  
24 Presubscribed interexchange carrier, I believe.

25 Q It sounds like to me you are saying that

1 **BellSouth then already has to assign a line class code for**  
2 **a number of different functions other than OS/DA routing,**  
3 **right?**

4 **A That's right.**

5 **Q And if I understand you correctly, what you told**  
6 **me is as I'm gathering my customer's service information,**  
7 **I find out what services and features they want, I pretty**  
8 **much almost have to construct a list that I have to give**  
9 **to BellSouth so BellSouth can assign the line class code,**  
10 **right?**

11 **A Yes. And you have to make decisions about how**  
12 **you want those customers' calls to be treated. Again, you**  
13 **know, the line class code allows a lot of flexibility.**  
14 **Now let me change my earlier example. You and I are both**  
15 **AT&T customers served from a BellSouth switch. You make a**  
16 **lot more calls than I do, or you are a more valued**  
17 **customer. AT&T makes a decision to send your calls to a**  
18 **branded platform. My service they don't much care about,**  
19 **so they send me to a different platform perhaps. So your**  
20 **calls may be branded AT&T, mine not. We are both AT&T**  
21 **customers, we both have the same class of service, but**  
22 **AT&T made a choice to serve us differently. Which is**  
23 **fine, the line class code allows that to happen.**

24 **Q Now, would that require two different line class**  
25 **codes --**



1           **A**    **Yes, it would.**

2           **Q**    **-- for those two separate treatments?**

3           **A**    **I'm sorry, I didn't mean interrupt. But, yes,**  
4 **it would.**

5           **Q**    **Line class codes aren't uniform among central**  
6 **offices necessarily, are they?**

7           **A**    **Well, I think you mean is the same line class**  
8 **code used for exactly the same function in all the central**  
9 **offices, and the answer is no.**

10          **Q**    **Okay. And usually a line class code would be**  
11 **like a series of letters and numbers, right?**

12          **A**    **Yes.**

13          **Q**    **So if a line class code was, for example, AB-1,**  
14 **it wouldn't necessarily mean the same thing in another**  
15 **central office, would it?**

16          **A**    **That's right, for a number of different reasons.**  
17 **First of all, BellSouth uses different manufacturers of**  
18 **switch, they don't number their line class codes**  
19 **uniformly. Over time we have had, you know, the instance**  
20 **where there was a need for more different classes of**  
21 **service in one central office than another, so over the**  
22 **years they have grown differently, yes.**

23          **Q**    **And there are what, 240 central offices in**  
24 **Florida?**

25          **A**    **That's about right, yes.**

1 Q And there can be up to thousands of line class  
2 codes in each central office, right?

3 A Yes, there could.

4 Q And BellSouth maintains a database that tells  
5 BellSouth's equipment what line class code means what in  
6 which central office, right?

7 A That's right.

8 Q What is the name of that database?

9 A It's called the line class code -- well, I know  
10 it by its acronym, LCCAM. I think it is administrative  
11 module, but I'm not sure about that. But LCCAM is the  
12 database.

13 Q Okay. So, basically, every time BellSouth needs  
14 to identify and assign a line class code, let's say for  
15 those two different examples you gave me, they have to  
16 have their equipment look in LCCAM?

17 A That's right. But there is a real fundamental  
18 difference here, and that is that BellSouth already knows  
19 how it wants its customers' calls to be routed, it only  
20 has one choice. If it is a BellSouth customer, then that  
21 call is going to go to a BellSouth platform. BellSouth  
22 can't know of what AT&T's choice is for a given customer.

23 Q Okay. And that is why AT&T has to tell  
24 BellSouth, right?

25 A That's right.

1           **Q**     **Just like AT&T has to tell BellSouth whether or**  
2 **not to block 900 calls, right?**

3           **A**     **Yes.**

4           **Q**     **And whether to provide remote call forwarding?**

5           **A**     **Yes. But here again there is a distinction.**

6 **Without customized routing, AT&T's customers and**  
7 **BellSouth's customers can use exactly the same line class**  
8 **codes in a given central office. There is no need for**  
9 **AT&T to tell BellSouth, absent customized routing use a**  
10 **particular line class code to accommodate this sort of**  
11 **blocking. We already know how to do that.**

12                   **If you are saying don't do it any differently**  
13 **than the way you do it yourself, BellSouth, we know what**  
14 **we do for ourselves, and so we can make that same look up**  
15 **and we will know what to do.**

16           **Q**     **And what you want is AT&T to tell BellSouth how**  
17 **to route the calls, right?**

18           **A**     **That's right. We need some mechanism for AT&T**  
19 **to tell BellSouth what its choices are for a given end**  
20 **user.**

21           **Q**     **Okay. And really the dispute is about the**  
22 **actual mechanism to use, isn't it? AT&T has agreed to**  
23 **tell BellSouth whether it wants calls routed, for example,**  
24 **all of its residential customers perhaps to BellSouth's**  
25 **unbranded platform and all of its business customers**

1 routed to, perhaps, an AT&T platform, right?

2           **A**     That is part of the dispute. The other part is  
3 that while BellSouth only has one as we say default  
4 routing plan, that is BellSouth customers go to BellSouth  
5 platforms, AT&T apparently wants more than one choice that  
6 is sort of situational. In certain situations they want  
7 its customers' calls to go to AT&T's platform; in other  
8 cases it wants those calls to go to BellSouth's platform  
9 on an unbranded basis, and in other cases still it wants  
10 those calls to go to BellSouth's platform but to be  
11 branded by BellSouth operators as AT&T.

12           **Q**     And if I understand you correctly, you are  
13 saying BellSouth will only agree to do more than one  
14 routing if AT&T figures out and writes on the -- or  
15 provides on each customer's order form the actual line  
16 class code to accomplish that routing, am I correct?

17           **A**     Yes. If AT&T wants more than one choice in a  
18 given central office, and it doesn't want that choice  
19 used, then BellSouth says that in that exception basis,  
20 AT&T should tell us what line class code it does want  
21 used.

22           **Q**     Does BellSouth require AT&T to provide the  
23 specific line class code, let's say, for a customer  
24 profile of AT&T POTS customer wants 900 blocking, do we  
25 have to look up the exact line class code for each

1 customer at each central office for that?

2 A No. And there is no need to because you are  
3 using the same line class codes that BellSouth uses.

4 Q And BellSouth --

5 A Which is not the case if you want customized  
6 routing. You are using different line class codes.

7 Q And BellSouth will not agree to provide that,  
8 right?

9 A Will not agree to provide what?

10 Q Those different line class codes.

11 A No, I can't answer that. I can't agree with  
12 that. BellSouth will provide to AT&T however many line  
13 class codes AT&T is willing to pay for. BellSouth further  
14 says if AT&T will define one of those sets of line class  
15 codes as its default, then AT&T can send orders for  
16 individual end users and not have to specify anything  
17 other than here is an order from this central office and  
18 we will know what to do.

19 It's the problem where AT&T wants it to be  
20 situational and in some cases use this form of branding  
21 and in another case use a different on a given order that  
22 we don't know what to do. And in that case we say, AT&T  
23 tell us. And the way you should tell us is with the  
24 specific line class code that you want us to use.

25 Q And you believe that position, that AT&T should

1 provide the specific line class code and put it on each  
2 customer's order, is justified by the FCC's order that it  
3 issued when it rejected BellSouth's second Louisiana 271  
4 application, right?

5 A Yes. What the FCC said was if an ALEC has a  
6 single routing plan for all its customers, which you could  
7 read to mean all its customers in BellSouth's nine-state  
8 region, then BellSouth should be able to figure out AT&T's  
9 choice. And we agree. If they only have one choice and  
10 AT&T says for all of my customers send it to any one of  
11 these options, any one of those options, we will know what  
12 to do. It's only where it becomes situational that we  
13 don't know what to do and we need input from AT&T.

14 Q Well, the FCC also said that BellSouth should  
15 not require the competitive LEC to provide the actual line  
16 class code if BellSouth is capable of accepting a single  
17 code region-wide, right?

18 A That's right. But that's back to the same --  
19 back to the same logic, I think. Yes, we don't -- and, in  
20 fact, we don't ask you to put a line class code  
21 designation on your order if we know what your choice is.  
22 For example, in Atlanta, Georgia in BellSouth's Peachtree  
23 Place central office, AT&T and BellSouth have worked  
24 together, since we preprogram those line class codes, you  
25 pass us an order that has got that single choice on it,

1 you don't have to specify a line class code and the order  
2 flows-through well.

3 Q So the real nub here is that we disagree on what  
4 the FCC meant in this order, right?

5 A Apparently so.

6 Q And BellSouth is capable of accepting a single  
7 code region-wide to route to AT&T's operator service  
8 platform, right?

9 A Yes.

10 Q Not a line class code, but an indicator?

11 A Well, yes. And in a fashion we are doing that  
12 with what we have done for AT&T in BellSouth's Peachtree  
13 Place central office. What we did was build logic into  
14 part of the ordering system that told BellSouth based on  
15 the class of service, the given central office, and the  
16 blocking features that came across on AT&T's order, we  
17 built those line class codes in a system called LESOG,  
18 L-E-S-O-G.

19 That system looks in its tables and says, okay,  
20 given that combination of class of service, blocking  
21 levels, and the central office involved, this is the right  
22 line class code to use. So that's what we are doing. And  
23 we are in conformance with the FCC's requirement that we  
24 take a single indicator. Your single indicator is you  
25 have told us what your default plan is, and where you

1 adhere to that default plan we are able to route your  
2 calls properly.

3 Q The FCC didn't require AT&T to choose a default  
4 plan, did it?

5 A No. It said you have to have -- it said that if  
6 you have got more than one plan then it is your burden to  
7 tell the incumbent what you want done with your calls.  
8 The word default is my choice of words here. I believe  
9 default and single plan, those are equivalent phrases. So  
10 the single plan that you have built in Atlanta Peachtree  
11 Place central office we know what to do. If you want to  
12 do something on an exception basis, we can't read your  
13 mind so we don't know what to do, and that's why you need  
14 to tell us.

15 Q And it is your position that if AT&T wants to  
16 provide a competitive advantage and offer something  
17 different to its customers, that is two separate possible  
18 routings for operator service and directory assistance,  
19 that we have to provide the actual line class code, right?

20 A With today's technology that is the only choice  
21 we have figured out so far, yes.

22 Q Okay. And the FCC said we did have to provide  
23 you with an indicator, right?

24 A With an indicator? I think that word was used  
25 in that paragraph of the order, yes.



1           **Q     Okay. And it is your position the indicator**  
2 **must be a line class code?**

3           **A     The indicator must be a line class code in cases**  
4 **where you have chosen more than one routing plan.**

5           **Q     Okay. So BellSouth will agree to assign and**  
6 **look up and put on the orders line class codes if AT&T**  
7 **chooses one OS/DA routing option, but it simply doesn't**  
8 **believe it has any obligation to do that if AT&T chooses**  
9 **two options, correct?**

10          **A     That's right. We don't think we have got an**  
11 **obligation to. We are willing to explore that possibility**  
12 **with AT&T and, in fact, we are doing so to see if there**  
13 **might be a way that AT&T would have two choices instead of**  
14 **one; that is, they would either send the order without any**  
15 **indication on it, which tells us that they desire that**  
16 **this order be fulfilled using their default routing plan,**  
17 **or absent -- or by putting some indicator that says to use**  
18 **a different one. We are willing to explore that. In**  
19 **fact, we are doing that.**

20          **Q     And we have been exploring it for, gosh, about a**  
21 **year now, haven't we?**

22          **A     I don't know how long we have been involved in**  
23 **this. You know, AT&T's request itself has changed over**  
24 **time. And what BellSouth has done in response has changed**  
25 **over time, as well.**

1           **Q     Thank you.**

2           **A     The FCC's order has been the same all along. It**  
3 **handed its decision down in the second Louisiana**  
4 **application from BellSouth, and I think it was pretty**  
5 **clear that it says if you have got one plan then BellSouth**  
6 **ought to know what to do, and we do. If you have got more**  
7 **than one plan, we can't know, and you ought to tell us.**

8           **Q     Okay. So the Commission can read our briefs,**  
9 **look at the order and decide if they think the indicator**  
10 **has to be a line class code, right?**

11          **A     Well, I think they could have gotten to that**  
12 **without this discussion, but that is one possibility.**

13                   **MS. RULE: Thank you.**

14                   **COMMISSIONER PALECKI: On exploring the way that**  
15 **AT&T has two choices rather than one, there is going to be**  
16 **a briefing schedule and then a time for staff**  
17 **recommendation, et cetera. I would encourage the parties**  
18 **to continue to explore that and see if perhaps that is**  
19 **something that you could reach resolution on before this**  
20 **Commission has to make a decision on that issue.**

21                   **THE WITNESS: Certainly, Commissioner, we are**  
22 **moving with all haste.**

23                   **COMMISSIONER PALECKI: Thank you.**

24                   **CHAIRMAN JACOBS: Staff.**

25                   **MR. FORDHAM: Thank you, Mr. Chairman.**

**1 CROSS EXAMINATION****2 BY MR. FORDHAM:****3 Q Hello, Mr. Milner.****4 A Good afternoon, Mr. Fordham.****5 Q Assume for a moment a line splitting arrangement  
6 between AT&T and a data provider where both carriers are  
7 collocated in BellSouth's space and the data provider owns  
8 the splitter?****9 A Okay.****10 Q Would you agree that the data provider would be  
11 the one required to house the splitter in its collocation  
12 space?****13 A No. We are indifferent as to which one has to  
14 house the splitter. We think one party or the other  
15 should have the splitter, but we don't require that it be  
16 the data provider. I believe you said that the data  
17 provider had the splitter already. But we are indifferent  
18 to that. Whichever party, you know, wants to provide the  
19 splitter we are okay with.****20 Q Well, you know, I understand what you are  
21 saying. Essentially, though, it would not be housed in  
22 BellSouth's space?****23 A Oh, that's right, yes.****24 Q It would certainly be in either AT&T or the data  
25 provider. Now, we have this -- the two collocator, one of**

1 them housing the splitter, would BellSouth allow a  
2 cross-connect between those two collocators?

3 A No, we don't allow that. What we do allow is  
4 cross-connects between BellSouth's network and, let's say,  
5 AT&T's collocation space and between BellSouth's network  
6 and the data CLEC's collocation state. But we don't allow  
7 so-called co-carrier cross-connections, that is directly  
8 between AT&T's arrangement and the data CLEC's arrangement  
9 at UNE rates. There are at least two and possibly three  
10 ways that they can accommodate that same effect.

11 Q That would be my next question. How would they  
12 interconnect?

13 A Okay. Possibly the easiest to envision would be  
14 that they would connect their two collocation arrangements  
15 using special access facilities that BellSouth would  
16 provide. The second possibility is that they instead of  
17 having two different collocation arrangements for line  
18 splitting, would share one of the collocation arrangements  
19 or the other. And let's say that the data provider has  
20 the splitter and AT&T, for example, wants to line split  
21 with that company. Just for ease of convenience, let me  
22 say that provider is COVAD.

23 So if AT&T and COVAD decide they want to line  
24 split, then BellSouth would allow them to share either  
25 AT&T's or COVAD's collocation arrangement and then we

1 would provide unbundled network elements, loops, ports,  
2 whatever else, to that shared collocation arrangement.

3 I said there were two and possibly three. The  
4 third is I have been told that it is also possible that  
5 AT&T and COVAD could execute a letter of agreement between  
6 themselves such that AT&T could order unbundled network  
7 elements that would be delivered over COVAD's connecting  
8 facilities. Connecting facilities are those cables that  
9 run from BellSouth's distributing frames to the  
10 collocation arrangement.

11 The reason I'm hesitant to offer that as the  
12 third solution is that that appears to me to have some  
13 problems with the ordering process. The ordering process  
14 may reject an order from AT&T when AT&T was attempting to  
15 have UNEs delivered to COVAD's connecting facility. But  
16 if we could overcome that, then that would be a third  
17 method.

18 Q So, basically, then, how many additional  
19 connections would be required in this situation for AT&T  
20 to access the splitter housed in the data provider's  
21 collocation space?

22 A When you say additional, do you mean compared to  
23 a line sharing arrangement?

24 Q Correct.

25 A Gosh, I would have to draw them out. But there

1 would be several new cross-connections that would be  
2 required in that setting.

3 Q Compared to, for example, if BellSouth had the  
4 splitter, there would be fewer interconnections. Just  
5 assume BellSouth had the splitter, how many additional  
6 cross-connections or interconnections would be required if  
7 BellSouth did not have the splitter as opposed to if  
8 BellSouth did have the splitter?

9 A I don't know the answer to your question exactly  
10 without sketching it out and counting them up each way. I  
11 would say that the difference would be in the order of  
12 three or four new connections in the line splitting  
13 arrangement than were present in the line sharing  
14 arrangement given potentially two different collocation  
15 arrangements.

16 Q And you would have no way to estimate the  
17 additional cost involved in this situation where they had  
18 the additional connections?

19 A Well, the additional cost would only be in  
20 the -- would be the cost of the splitter itself that they  
21 would self-provision rather than acquiring from BellSouth,  
22 plus the cost of the cross-connections which would be  
23 fairly minor for both. Splitters are not all that  
24 expensive, neither are cross-connections.

25 Q Okay. One of BellSouth's arguments for not

1 providing the splitter is that basically BellSouth doesn't  
2 want to be a middleman. If both collocators are required  
3 to connect with BellSouth in order to provision the  
4 service then, in essence, is not BellSouth still the  
5 middleman?

6 A Well, we are still a party in either event. You  
7 know, having two parties involved with the same customer  
8 in the line sharing arrangement is itself a lot more  
9 complicated than having a single service provider  
10 providing service to one customer. Having three instead  
11 of two is even more complicated in terms of what the  
12 response is when something breaks, who works on that  
13 situation first, second, and third.

14 So it is quite a bit more -- line sharing is  
15 more complicated than just provision of, you know, single  
16 line service. Us being in the middle of that complicates  
17 it even further by having three providers rather than two.

18 Q Okay. You said in that answer line sharing,  
19 would that be applicable for line splitting?

20 A Actually I meant in the line splitting  
21 arrangement, yes. I'm sorry I missed that.

22 Q I thought you might, but wanted to clear it up.

23 A Thank you for pointing that out, yes.

24 Q Changing channels a minute, Mr. Milner. In view  
25 of the duplicity involved in the criminal background

1 checks of AT&T employees who may have access to BellSouth  
2 facilities, why is BellSouth so insistent on their own  
3 background check in light of the duplicity of it?

4 A Well, let me see if I can clear that up. First  
5 of all, we don't believe -- we are not asking for a  
6 duplicated criminal background check. We are asking for  
7 assurance from AT&T that it has performed one. So we  
8 don't want two background checks, we want AT&T to do one.  
9 We are not going to do our own of AT&T's employees. So if  
10 there was a misconception that we are asking for a second  
11 check, we are not. We are just saying we think you should  
12 check the criminal background of people that you want in  
13 our central offices for the last five years.

14 In fact, in the case of AT&T, we have even gone  
15 so far as to say for your employees that you hired on or  
16 before January 1st of 1995, we will waive that criminal  
17 background check if you will warrant that they haven't  
18 committed any crimes while they have been your employee.  
19 So we are not asking for a second check. We are asking  
20 for AT&T to perform one and to verify to us or to certify  
21 to us that they have performed it.

22 Q Okay. Another quick change of channels here.  
23 In your testimony you discussed an OLNS method in  
24 reference to Issue 23?

25 A Yes, sir.



1           **Q**     **Can you discuss that very briefly since it**  
2 **didn't come up today, just give us a condensed version of**  
3 **that OLNS method?**

4           **A**     **Sure, I would be glad to. OLNS, which stands**  
5 **for originating line number screening, and it allows**  
6 **customized branding, but not customized routing. And not**  
7 **to play with the words, the call would still go from**  
8 **BellSouth's end office to BellSouth's operator services**  
9 **platform. We put a little adjunct device called this**  
10 **OLNS, and it looks up the telephone number of the person**  
11 **making the call and then determines on the basis of that**  
12 **telephone number whose customer that is, AT&T's,**  
13 **BellSouth's, whoever's, and then sends the call on to the**  
14 **operator platform to a certain queue that will answer that**  
15 **call as branded, not branded, or according to the ALEC's**  
16 **preference.**

17                   **So, it moves the decision point for whether to**  
18 **brand or not or how to brand from the end office to the**  
19 **operator platform. It has the advantage that you don't**  
20 **need separate trunk groups. BellSouth's calls traverse**  
21 **that trunk group, AT&T's calls go over that same trunk**  
22 **group, so you don't make the decision about how to brand**  
23 **it until you get to the operator platform.**

24                   **The down side is if AT&T wants those calls**  
25 **answered at its own platform instead of BellSouth's**

1 platform, in other words, it wants to use its own  
2 operators, then that method doesn't help that part. It  
3 does fix the branding, but not the selectivity of  
4 different platforms.

5 BellSouth installed OLNS in its operator  
6 platforms in Georgia on December 31st, it has got three  
7 customers using that right now. Our schedule is to  
8 complete work on the operator platforms that we have here  
9 in Florida by -- let me look up the date, March the 23rd  
10 of this year. So relatively a few weeks from now we will  
11 be offering OLNS to ALECs and other here in this state, as  
12 well.

13 Q It is currently not available but will be within  
14 a month or so, the March date you gave?

15 A If we are fortunate, March 23rd. When I checked  
16 last we are still on schedule to meet that date.

17 Q Is the Georgia implementation the only state  
18 where that is presently implemented?

19 A To date in BellSouth's region, yes.

20 Q Okay. And I assume it is scheduled for other  
21 states somewhere down the pike?

22 A I've got a completion date for each and every  
23 state in BellSouth's region that range from Georgia was  
24 the first at the end of December, the last is Kentucky in  
25 August of this year.

1           **MR. FORDHAM: Okay. I have no further**  
2 **questions, Mr. Chairman.**

3           **CHAIRMAN JACOBS: Commissioners, any questions?**  
4 **Redirect. I'm sorry, I keep doing that.**

5           **MS. WHITE: This end. Just a couple of**  
6 **questions.**

7                           **REDIRECT EXAMINATION**

8 **BY MS. WHITE:**

9           **Q     Mr. Milner, has any ALEC other than AT&T for**  
10 **purposes of its test in Atlanta asked BellSouth for**  
11 **customized routing?**

12           **A     Yes. BellSouth and MCI WorldCom have done quite**  
13 **a lot of testing of the line class code method of**  
14 **customized routing.**

15           **Q     And does BellSouth stand ready to provide**  
16 **customized routing to any ALEC who requests it?**

17           **A     Yes, to any ALEC that requests it.**

18           **Q     Now, were you here yesterday when Mr. Mills**  
19 **testified?**

20           **A     Yes, I was.**

21           **Q     And I'm going to the background, criminal**  
22 **background checks that Mr. Fordham talked to you about.**  
23 **Now, do you recall that he said that AT&T does**  
24 **background -- has done background checks for the last two**  
25 **years?**

1           **A**     **Yes, I believe what he said was that AT&T has**  
2 **chosen to do background checks for its potential**  
3 **employees, but doesn't want to be dictated to by BellSouth**  
4 **that it make such checks.**

5           **Q**     **And so would you agree that it is the employees**  
6 **hired before 1998 that haven't been checked, that haven't**  
7 **had a background check?**

8           **A**     **That's right, yes.**

9           **Q**     **So if we assume that AT&T's background check**  
10 **itself is adequate, is the issue to you the missing three**  
11 **years?**

12          **A**     **That's part of it, yes. We have said if you**  
13 **have got employees who were hired on or before January 1st**  
14 **of '95 and you tell us they haven't committed any crimes**  
15 **since that time, don't do another check. AT&T says we**  
16 **will do it for the last three years, so there is these --**  
17 **or since 1990 or -- there is this missing three years**  
18 **between 1995 and 1998 where within which AT&T may have**  
19 **hired employees but not done criminal background checks.**

20                   **And that is fine with us except that we don't**  
21 **believe we ought to have to have a situation where those**  
22 **people are allowed unescorted access any day, any night,**  
23 **anytime of day without BellSouth's employees being present**  
24 **to come inside our central offices. For those people who**  
25 **work within AT&T's own central offices or its own**

1 buildings, we are indifferent. Whatever its practices are  
2 for itself, we don't care. It is only where its employees  
3 come into our buildings that we have got an issue.

4 MS. WHITE: Thank you. I have nothing further.

5 CHAIRMAN JACOBS: Exhibits.

6 MS. WHITE: BellSouth would move Exhibits 19 and  
7 20.

8 CHAIRMAN JACOBS: Without objection, show those  
9 admitted. And we have the errata sheets for the AT&T  
10 witnesses.

11 MS. RULE: Let's move that as 21, the  
12 late-filed, I believe, is 22.

13 MS. WHITE: And, you know, we would want to see  
14 that Late-filed Number 22 and not waive any objections.

15 CHAIRMAN JACOBS: Reserve objections, okay.  
16 Very well.

17 MS. WHITE: And could we get a time frame on  
18 when we would see that? Tuesday with the other one,  
19 possibly?

20 MS. RULE: Tuesday is fine.

21 MS. WHITE: Thank you.

22 (Exhibits 19, 20 and 21 admitted into the  
23 record.)

24 CHAIRMAN JACOBS: Why don't we take a break for  
25 ten minutes. And if you would, kind of canvass to see if

1 it is worthwhile for us to try to finish this evening. If  
2 you think so. As I understand it, we have just two more  
3 witnesses.

4 MS. WHITE: May Mr. Milner be excused?

5 CHAIRMAN JACOBS: Yes, he may be excused.

6 MR. FORDHAM: Mr. Chairman, if we could request  
7 that both parties provide staff with all of their errata  
8 sheets before we end here, because we have some of them  
9 but we don't have them all. And we need Exhibits 20 and  
10 21 to be complete.

11 CHAIRMAN JACOBS: Okay.

12 (Recess.)

13 CHAIRMAN JACOBS: Go back on the record.

14 MR. EDENFIELD: BellSouth would call as its next  
15 witness Daonne Caldwell. And as I mentioned at the break,  
16 Chairman Jacobs, she has not been sworn.

17 CHAIRMAN JACOBS: Okay. Would you rise and  
18 raise your right hand.

19 (Witness sworn.)

20

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21

D. DAONNE CALDWELL

22

was called as a witness on behalf of BELLSOUTH

23

TELECOMMUNICATIONS, INC. and, having been duly sworn,

24

testified as follows:

25

DIRECT EXAMINATION

1 **BY MR. EDENFIELD:**

2 **Q State your name and address for the record,**  
3 **please?**

4 **A My name is Doris Daonne Caldwell, business**  
5 **address 675 West Peachtree Street, Atlanta, Georgia.**

6 **Q By whom are you employed?**

7 **A BellSouth Telecommunications.**

8 **Q Ms. Caldwell, have you caused to be prepared and**  
9 **prefiled in this proceeding seven pages of direct**  
10 **testimony?**

11 **A Yes.**

12 **Q Other than the errata sheet which has been**  
13 **distributed, do you have any additional corrections or**  
14 **changes to make to the testimony?**

15 **A I do not.**

16 **MR. EDENFIELD: We would like to have Ms.**  
17 **Caldwell's errata sheet marked for identification, I**  
18 **guess, as part of Composite Exhibit Number 20.**

19 **CHAIRMAN JACOBS: It is added as a part of**  
20 **Exhibit 20.**

21 **BY MR. EDENFIELD:**

22 **Q Ms. Caldwell, if I were to ask you the same**  
23 **questions that were posed in your prefiled direct**  
24 **testimony today, would your answers be the same?**

25 **A Yes, they would.**

1                   **MR. EDENFIELD: At this point I would ask that**  
2 **Ms. Caldwell's direct testimony be admitted into the**  
3 **record as if read.**

4                   **CHAIRMAN JACOBS: Without objection, show the**  
5 **testimony entered into the record as though read as**  
6 **amended.**

7 **BY MR. EDENFIELD:**

8           **Q     Did you have any exhibits to your testimony, Ms.**  
9 **Caldwell?**

10           **A     Yes, I did, one.**

11                   **MR. EDENFIELD: I would ask that that exhibit be**  
12 **identified as BellSouth -- or as Exhibit 24 I believe is**  
13 **the next exhibit?**

14                   **CHAIRMAN JACOBS: 23, it should be.**

15                   **MR. EDENFIELD: As 23 for identification.**

16                   **(Exhibit 24 marked for identification.)**

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1                   **BELLSOUTH TELECOMMUNICATIONS, INC.**  
2                   **DIRECT TESTIMONY OF D. DAONNE CALDWELL**  
3                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
4                   **DOCKET NO. 000731-TP**  
5                   **NOVEMBER 15, 2000**

6  
7 **Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.**

8  
9 A. My name is D. Daonne Caldwell. My business address is 675 W. Peachtree St.,  
10 N.E., Atlanta, Georgia. I am a Director in the Finance Department of BellSouth  
11 Telecommunications, Inc. (hereinafter referred to as "BellSouth"). My area of  
12 responsibility relates to the development of economic cost.

13  
14 **Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR EDUCATIONAL**  
15 **BACKGROUND AND WORK EXPERIENCE.**

16  
17 A. I attended the University of Mississippi, graduating with a Master of Science  
18 Degree in mathematics. I have attended numerous Bell Communications  
19 Research, Inc. ("Bellcore") courses and outside seminars relating to service cost  
20 studies and economic principles.

21  
22 My initial employment was with South Central Bell in 1976 in the Tupelo,  
23 Mississippi, Engineering Department where I was responsible for Outside Plant  
24 Planning. In 1983, I transferred to BellSouth Services, Inc. in Birmingham,  
25 Alabama, and was responsible for the Centralized Results System Database. I

1 moved to the Pricing and Economics Department in 1984 where I developed  
2 methodology for service cost studies until 1986 when I accepted a rotational  
3 assignment with Bellcore. While at Bellcore, I was responsible for development  
4 and instruction of the Service Cost Studies Curriculum including courses such as  
5 "Concepts of Service Cost Studies", "Network Service Costs", "Nonrecurring  
6 Costs", and "Cost Studies for New Technologies". In 1990, I returned to  
7 BellSouth and accepted a position in the cost organization, now part of the Finance  
8 Department, with the responsibility of managing the development of cost studies  
9 for transport facilities, both loop and interoffice. My current responsibilities  
10 encompass cost methodology development and the overall coordination of cost  
11 study and interrogatory response filings. Additionally, I participate in cost-related  
12 dockets as an expert witness on cost issues.

13

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

15

16 A. The purpose of my testimony is to describe the methodology BellSouth utilized in  
17 developing the costs that support the proposed rates offered to AT&T.

18

19 **Q. WHAT ARBITRATION ISSUE DOES YOUR TESTIMONY ADDRESS?**

20

21 A. My testimony addresses Issues 22 and 34, which concern the prices that should be  
22 included in the interconnection agreement for various Unbundled Network  
23 Elements ("UNEs") and collocation.

24

25 **Q. WHAT COSTS SHOULD THE COMMISSION CONSIDER WHEN**

1       **DETERMINING THE RATES FOR THE UNES IN THIS ARBITRATION?**

2

3   A. In Docket No. 990649-TP BellSouth submitted costs that support all UNE rates in  
4       this arbitration except for line sharing and collocation. The costs filed in Docket  
5       No. 990649-TP reflect the costs BellSouth expects to incur in providing unbundled  
6       network elements and combinations to competitors on a going-forward basis in the  
7       state of Florida. These costs were based on an efficient network, designed to  
8       incorporate currently available forward-looking technology, but recognizing  
9       BellSouth's provisioning practices and network guidelines, as well. Additionally,  
10      shared and common costs were considered.

11

12      In this arbitration I am filing, in both paper form and on CD-ROM, the cost study  
13      results for line sharing and collocation. Attached, as Exhibit DDC-1, is  
14      BellSouth's cost study. The Commission should consider the costs filed in Docket  
15      No. 990649-TP and the costs filed in this arbitration in setting the rates in this  
16      interconnection agreement.

17

18   **Q. WHY WERE LINE SHARING AND COLLOCATION COSTS EXCLUDED**  
19   **FROM DOCKET 990649-TP?**

20

21   A. First, the stipulation that established Docket 990649-TP specifically excluded line  
22      sharing. The Commission has yet to establish a docket in which line sharing will  
23      specifically be addressed. Thus in order to determine rates that are "cost-based,"  
24      BellSouth filed cost support for line sharing in this docket.

25

1 Second, collocation is being considered in a two-phase docket, Docket Nos.  
2 981834-TP/990321-TP. The recently concluded first phase addressed provisioning  
3 methods and procedures and terms and conditions associated with collocation.  
4 The second phase will determine collocation rates. However, the procedural  
5 schedule for the second phase of the collocation docket has not been set. Thus in  
6 order to set rates for AT&T, BellSouth filed costs for the following major  
7 categories of collocation elements, as described below, in this docket.

8

9 **Physical Collocation**

10 Physical Collocation allows an Alternative Local Exchange Company (“ALEC”)  
11 to install its equipment and facilities within leased floor space in BellSouth’s  
12 Central Offices to the extent such collocation is technically feasible and space is  
13 available. This arrangement enables the ALEC to connect to the BellSouth  
14 network. The ALEC may choose a caged or cageless arrangement. Two types of  
15 power are also offered to the ALEC; power per fused amp and AC power, where  
16 the collocator provides its own DC power plant.

17

18 **Virtual Collocation**

19 Virtual Collocation also enables ALECs to collocate equipment and facilities in  
20 BellSouth Central Offices. However, in the virtual collocation arrangements, the  
21 ALEC equipment is located in the BellSouth equipment line-up. Collocators place  
22 a private fiber entrance facility from outside the central office to an interconnection  
23 point designated by BellSouth. In a virtual collocation situation, the ALEC  
24 “leases” the equipment back to BellSouth for a nominal fee and BellSouth  
25 maintains the equipment for a fee.

1

**Assembly Point**

2 Assembly Point provides an alternate collocation method for ALECs to connect to  
3 BellSouth's unbundled network elements. By offering the ALECs the ability to  
4 recombine UNEs themselves at an assembly point location, the ALECs can create  
5 UNE combinations to provide local exchange service.  
6

7

**Adjacent Collocation**

8 Adjacent Collocation is another form of collocation. Physical Collocation occurs  
9 inside the BellSouth central office building. Adjacent Collocation is outside the  
10 BellSouth central office building, but on BellSouth "adjacent" property. BellSouth  
11 will provide adjacent collocation arrangements where space within the Central  
12 Office is exhausted. This is subject to technical feasibility and where the adjacent  
13 arrangement does not interfere with access to existing or planned structures or  
14 facilities on the Central Office property. Adjacent collocation is also limited to  
15 locations where permitted by zoning and other applicable state and local  
16 regulations. The adjacent arrangement shall be constructed, procured, maintained,  
17 and operated by an ALEC and in conformance with BellSouth's guidelines and  
18 specifications.  
19

20

**Physical Collocation in the Remote Terminal**

21 Remote site locations include cabinets, huts, and controlled environmental vaults  
22 ("CEVs") owned and leased by BellSouth that house BellSouth network facilities.  
23 Remote Site Physical Collocation can occur where technically feasible, and where  
24 space exists. The ALEC must use the remote collocation space for the purposes of  
25

1 installing, maintaining, and operating its equipment used or useful to  
2 interconnection with BellSouth services and facilities, including access to  
3 unbundled network elements, for the provision of telecommunications services.

4

5 **Virtual Collocation in the Remote Terminal**

6 Virtual Collocation in a Remote Terminal is identical to Physical Collocation in  
7 the Remote Terminal except that BellSouth maintains the ALEC's equipment.

8

9 BellSouth proposes that if any adjustments to costs are made in Docket Nos.  
10 981834-TP/990321-TP, these modifications be incorporated into this agreement  
11 once a final decision is made by the Commission in the second phase of the  
12 collocation docket.

13

14 **Q. IS THE COST METHODOLOGY BELLSOUTH USED FOR LINE**  
15 **SHARING AND COLLOCATION CONSISTENT WITH THE COST**  
16 **METHODOLOGY FILED IN DOCKET 990649-TP?**

17

18 A. Yes. The cost development followed the same cost methodology used in Docket  
19 No. 990649-TP. Therefore, the Commission should set rates in this docket for line  
20 sharing and collocation with the understanding that any final adjustments ordered  
21 in Docket No. 990649-TP (and eventually Docket Nos. 981834-TP/990321-TP for  
22 collocation) can be incorporated at a later date.

23

24 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

25

- 1 A. Yes.
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1           **MR. EDENFIELD:** Ms. Caldwell -- this is a little  
2 unusual, Chairman Jacobs, but we need to correct an  
3 interrogatory response to staff's second set of  
4 interrogatories. We noticed that a mistake had been made.  
5 And I have talked to Mr. Fordham and Mr. Lamoureux, we  
6 were just going to have Ms. Caldwell identify what needed  
7 to be changed in that interrogatory response.

8           **CHAIRMAN JACOBS:** Is that a part of staff's  
9 exhibit already?

10           **MR. EDENFIELD:** They are a part of Staff's  
11 Exhibit Number 2, I believe.

12           **MR. FORDHAM:** Commissioner, that has been  
13 entered as our Exhibit Number 2. We have seen the  
14 corrections, we have a copy, and I don't think there is  
15 any problem with making these, but we need to make them on  
16 the record.

17           **CHAIRMAN JACOBS:** Very well.

18 **BY MR. EDENFIELD:**

19           **Q** Ms. Caldwell, do you have any corrections to  
20 make to the staff's second set of interrogatories dated  
21 December 13th, 2000, to Item Number 76D?

22           **A** Yes, I do.

23           **Q** Would you please read the changes that need to  
24 be made?

25           **A** In the answer to the Item Number D under circuit



1 capacity management, there is a list of items. I need to  
2 strike some of those items, so I will just read the ones I  
3 need to strike. Review splitter equipment availability,  
4 that is the second item listed. The third item, respond  
5 to CRSG regarding splitting equipment availability. The  
6 fourth one, order splitter equipment through normal  
7 processes. The fifth one, initiate splitter equipment  
8 inventory to COSMOS. And then the last one, which would  
9 be Number 8, monitor field from new monitoring tool. Not  
10 customer field, but BellSouth's spare when new orders come  
11 in.

12 Q Do you have any changes to Subsection F of that  
13 same item number?

14 A Yes, I do.

15 Q Would you please read that change?

16 A For Number F it currently reads, "This line  
17 should read this UNE is ordered only on a manual basis."  
18 That needs to be struck and replaced with, N, that is the  
19 letter N, N elements or service ordering elements.

20 Q Do you have any other changes to staff's second  
21 set of interrogatories?

22 A I do not.

23 Q Have you prepared a summary of your testimony?

24 A Yes, I do.

25 Q Would you please give that?

1           **A     Okay. Good afternoon. Issue 34 deals with the**  
2 **appropriate rates and charges for unbundled network**  
3 **elements, or UNEs, and combinations of network elements.**  
4 **BellSouth and AT&T have agreed that the outcome of Docket**  
5 **Number 990649-TP will resolve the major portion of this**  
6 **issue. However, this docket did not address line sharing.**  
7 **Thus my testimony presents and supports the cost study**  
8 **results for line sharing in order to assist this**  
9 **Commission in determining appropriate cost-based rates for**  
10 **this UNE.**

11                   **BellSouth offers line sharing in two basic**  
12 **configurations. One in which BellSouth owns the splitter**  
13 **placed on an intermediary frame, and the other where the**  
14 **ALEC owns the splitter and places it in a collocation**  
15 **space. The BellSouth-owned configuration requires the**  
16 **following items; the distribution frame terminations and**  
17 **the associated connecting blocks on the main distribution**  
18 **frame and the splitter bay/splitter shaft test equipment,**  
19 **plug-ins and cabling on the intermediary frame.**

20                   **The splitter recurring costs reflects the**  
21 **capitalized expenditures BellSouth incurs in engineering,**  
22 **furnishing, and installing the splitter arrangement.**  
23 **While the nonrecurring costs are the costs incurred once**  
24 **an order either for a CLEC-owned or for a BellSouth-owned**  
25 **splitter is received to activate the line sharing system.**

1 **Additionally, line sharing forces BellSouth to obtain**  
2 **additional computer equipment and software enhancements.**  
3 **These costs are reflected in Element J4.3, and that is**  
4 **called line activation in the central office.**

5 **However, BellSouth has subsequently agreed,**  
6 **subsequent to my filing this testimony, to a monthly**  
7 **charge of 61 cents per line as an interim rate subject to**  
8 **retroactive true-up once a permanent rate is established.**

9 **To determine the line sharing costs, BellSouth**  
10 **used the BellSouth cost calculator, the same in Docket**  
11 **990649, thus these costs are based on BellSouth's**  
12 **anticipated cost of capital at 11.25 percent, depreciation**  
13 **rates, labor rates, and share and common factors.**  
14 **BellSouth realizes that this Commission may make**  
15 **modifications to the cost study filed in 990649, thus it**  
16 **is BellSouth's intent to modify the line sharing cost**  
17 **results once a final ruling in that docket is made.**

18 **Thank you.**

19 **MR. EDENFIELD: Ms. Caldwell is available for**  
20 **cross.**

21 **CHAIRMAN JACOBS: You may proceed.**

22 **MR. LAMOUREUX: I believe I may literally have**  
23 **just one question. Let's see if I can get it right.**

24 **CHAIRMAN JACOBS: I'm impressed.**

25 **CROSS-EXAMINATION**

1 **BY MR. LAMOUREUX:**

2 **Q I just want to clarify that your cost study**  
3 **includes in it the results, and that is costs and rates,**  
4 **for splitters that BellSouth provides, is that right?**

5 **A Yes, that is one of the options.**

6 **MR. LAMOUREUX: That's all I have.**

7 **CHAIRMAN JACOBS: Thank you. Staff.**

8 **MR. FORDHAM: Well, I'm embarrassed, but I have**  
9 **more than one question.**

10 **CROSS-EXAMINATION**

11 **BY MR. FORDHAM:**

12 **Q First of all, Ms. Caldwell, is BellSouth**  
13 **agreeable to revising its line sharing cost study if**  
14 **necessary to incorporate any related changes in inputs and**  
15 **other assumptions resulting from the Commission's order in**  
16 **the generic UNE docket?**

17 **A Yes, sir, that would be one of our plans.**

18 **Anything that is ordered in that docket we will**  
19 **incorporate in these line sharing cost results.**

20 **Q And I assume, then, those revised results would**  
21 **be incorporated into the AT&T agreement?**

22 **A That would be correct.**

23 **Q Do you know when BellSouth first tariffed its**  
24 **xDSL services?**

25 **A I do not know the exact time. I would say it is**

1 probably over a year now.

2 Q Uh-huh. Are you familiar with the extent to  
3 which BellSouth has deployed line splitting equipment in  
4 preparation for making xDSL services available over its  
5 loops?

6 A I need to clarify that question. When you talk  
7 about xDSL and line sharing, I mean, I am interpreting  
8 that to be the xDSL loops that the CLECs would purchase?

9 Q Yes. But we are talking line splitting, line  
10 splitting equipment. If you are not familiar with it,  
11 that's okay.

12 A I don't guess so, because I got lost in the  
13 question. I'm sorry.

14 Q I just wondered if you were familiar with the  
15 extent to which BellSouth has deployed line splitting  
16 equipment in preparation for making the xDSL services  
17 available over its loops to the CLECs?

18 A In terms of the line splitting equipment that we  
19 have, what we have in our deployment and in my cost study  
20 is the line splitting equipment associated with line  
21 sharing. That is the splitter that I mentioned in my  
22 summary. And we have started deploying it. How many  
23 actual splitters we have deployed, I cannot answer that.

24 Q Okay. From a cost-based perspective, is the  
25 line splitter part of the loop or the UNE platform?

1           **A**     **No, it is not.**

2           **Q**     **Can you explain from a cost-based perspective,**  
3 **again, why it would not be part of the loop?**

4           **A**     **Yes, sir. In terms of the loops that BellSouth**  
5 **offers in the UNE environment, you are talking about a**  
6 **facility that comes to the main distribution frame and**  
7 **that loop could either be for voice grade, it could be for**  
8 **an ISDN loop, or it could be for some form of xDSL capable**  
9 **loops. Those loops do not require a splitter of any type**  
10 **to provision them as the CLEC wishes to use them.**

11                   **And also, in the environment where BellSouth is**  
12 **the voice provider, when you have a loop coming into**  
13 **BellSouth's central office and connecting to BellSouth's**  
14 **switch, a splitter is not required. It would be over and**  
15 **above anything necessary to provide service.**

16           **Q**     **Okay. Moving on. Of the various cost studies**  
17 **that you provided, was one of them to support rates for**  
18 **line sharing?**

19           **A**     **Yes.**

20           **Q**     **And do you feel that that cost study for line**  
21 **sharing supports rates for line splitting?**

22           **A**     **Not entirely. It depends upon the situation.**  
23 **There are some elements -- for instance, if you were**  
24 **looking at the situation where line sharing is in place**  
25 **today, and the data LEC, or CLEC, or ALEC in this case**

1 already owns the splitter in the collocated space, and  
2 then at that point in time, say, another AT&T comes along  
3 and wants to have the voice. Well, all of my line sharing  
4 costs for the splitter itself, all the collocation costs  
5 that will be set later, those would be the appropriate  
6 rates to handle that portion of the cost. And then you  
7 have the UNE-P, that would be the cost associated with the  
8 voice.

9           **CHAIRMAN JACOBS:** You heard Mr. Gillan say, I  
10 believe it was -- you may not have heard his testimony, he  
11 indicated that it would absolutely okay to them if you add  
12 whatever necessary additional costs necessary to do that  
13 connection in a recurring charge. Is that a reasonable  
14 result to you?

15           **THE WITNESS:** I think we have jumped one step,  
16 so let me --

17           **CHAIRMAN JACOBS:** I may have. I may be off  
18 base. If I'm not mistaken, in Mr. Gillan's testimony,  
19 when we were talking about what would be necessary to --  
20 no, I'm sorry. You used line splitting, this is something  
21 different. I'm sorry.

22           **MR. FORDHAM:** Believe me, it's easy to confuse  
23 the two.

24           **CHAIRMAN JACOBS:** No, I'm sorry. It's a totally  
25 different subject. Nevermind.

1           **MR. FORDHAM:** That is one reason we may be  
2 overly reviewing it here.

3 **BY MR. FORDHAM:**

4           **Q**     **Could the cost study on line sharing be applied**  
5 **to line splitting?**

6           **A**     **Yes, in some cases, all right? And let me go**  
7 **back to this again. And let's start with if you are**  
8 **looking at line sharing and you have a situation today**  
9 **where BellSouth is in a line sharing environment with a**  
10 **data LEC, okay? And the data LEC has chosen to provide**  
11 **the splitter in their collocated space. That is one of**  
12 **the options that I studied. So in that situation, the**  
13 **splitter would have already been provided and those are**  
14 **the only costs we have is getting our records into our**  
15 **switch. And I have costs for those.**

16                   **But after the service is in place, then AT&T**  
17 **comes along and they wish -- as an example, they wish to**  
18 **have the voice customer. Well, then that would be a**  
19 **switch as is to a UNE-P for the voice, and you have all**  
20 **the components for that environment studied between the**  
21 **generic cost docket that you are looking at, because that**  
22 **gives you your UNE-P switch as is, and then you have the**  
23 **splitter and all the associated costs for the collocated**  
24 **splitter, the CLEC-owned splitter I believe it is called**  
25 **in our rates. It is Elements J4.6 and 7, okay. Those**



1 elements are what you need along with a collocation  
2 cross-connect to establish that option for line splitting.

3           What you do not have in my costs is when  
4 everything is new. In other words, it is not an existing  
5 line sharing environment of this structure, now you have  
6 got a loop that is going to come in, you have got to place  
7 a splitter, so you would have like the -- excuse me, the  
8 collocated splitter cost, but there would be additional, I  
9 believe, nonrecurring costs associated with that  
10 environment.

11           **Q**    If the Commission as a result of this proceeding  
12 should order line splitting, how long do you think it  
13 would take you to develop a cost study regarding --  
14 related to line splitting?

15           **A**    In terms of the actual cost development, which  
16 is where, you know, I am the special -- the subject matter  
17 expert on, that would probably take probably about a week.  
18 What actually takes the time, though, is for the BellSouth  
19 people to interpret the order and understand how to roll  
20 out that product so that I have good methods and  
21 procedures to include in my cost. And I don't have a good  
22 estimate for that. That can take several weeks or more.

23           **MR. FORDHAM:** Okay. Thank you, Ms. Caldwell. I  
24 have no further questions, Mr. Chairman.

25           **CHAIRMAN JACOBS:** Redirect.

1           **MR. EDENFIELD: None.**

2           **CHAIRMAN JACOBS: Exhibits.**

3           **MR. EDENFIELD: BellSouth would move in Exhibit**  
4 **Number 23 and the addition to Composite Exhibit 20.**

5           **CHAIRMAN JACOBS: Okay. Show Exhibit 23 is**  
6 **admitted and Exhibit 2 as amended. You are excused, Ms.**  
7 **Caldwell.**

8           **(Exhibit 23 admitted into the record.)**

9           **MR. EDENFIELD: And I guess we need to move in**  
10 **Ms. Caldwell's errata as part of the Composite Exhibit 20.**

11           **CHAIRMAN JACOBS: Right. Moved as an addition**  
12 **to Composite Exhibit 20.**

13           **MR. LACKEY: May I proceed, Mr. Chairman?**

14           **CHAIRMAN JACOBS: By all means, I'm sorry.**

15           **(Transcript continues in sequence with Volume 9.)**

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1 **STATE OF FLORIDA )**

2 **: CERTIFICATE OF REPORTER**

3 **COUNTY OF LEON )**

4  
5 **I, JANE FAUROT, RPR, Chief, FPSC Bureau of Reporting**  
6 **FPSC Commission Reporter, do hereby certify that the**  
7 **Hearing in Docket No. 000731-TP was heard by the Florida**  
8 **Public Service Commission at the time and place herein**  
9 **stated.**

10 **IT IS FURTHER CERTIFIED that I stenographically**  
11 **reported the said proceedings; that the same has been**  
12 **transcribed under my direct supervision; and that this**  
13 **transcript, consisting of 155 pages, Volume 8 constitutes a**  
14 **true transcription of my notes of said proceedings and the**  
15 **insertion of the prescribed prefiled testimony of the**  
16 **witnesses.**

17 **I FURTHER CERTIFY that I am not a relative, employee,**  
18 **attorney or counsel of any of the parties, nor am I a**  
19 **relative or employee of any of the parties' attorney or**  
20 **counsel connected with the action, nor am I financially**  
21 **interested in the action.**

22 **DATED THIS 27TH DAY OF FEBRUARY, 2001.**

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24  
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