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Blanca S. Bayo, Director  
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Re: Docket No.: 001797-TP

Dear Ms. Bayo:

On behalf of DIECA Communications, Inc. d/b/a Covad Communications Company, enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ Direct Testimony of William Seeger on Behalf of Covad Communications Company; 05069-01
- ▶ Direct Testimony of Thomas Koutsky on Behalf of Covad Communications Company; 05070-01
- Direct Testimony of Thomas E. Allen on Behalf of Covad Communications Company; and 05071-01
- ▶ Joint Direct Testimony and Exhibits of Elizabeth R. Y. Kientzle and Joseph P. Riolo on Behalf of Covad Communications Company. 05072-01

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Blanca S. Bayo, Director  
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Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Sincerely,



Vicki Gordon Kaufman

VGK/bae  
Enclosures

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by DIECA Communications,  
Inc., d/b/a Covad Communications Company  
for Arbitration of Unresolved Issues in  
Interconnection Agreement with BellSouth  
Telecommunications, Inc.

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Docket No. 001797-TP

Filed: April 23, 2001

**DIRECT TESTIMONY OF WILLIAM SEEGER  
ON BEHALF OF COVAD COMMUNICATIONS COMPANY**

DOCUMENT NUMBER-DATE

05069 APR 23 2001

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**DIRECT TESTIMONY OF WILLIAM SEEGER**

**ON BEHALF OF COVAD COMMUNICATIONS COMPANY**

1 **Q. What is your name and by whom are you employed?**

2 A. My name is William Seeger and I am employed as a Program Manager in the  
3 Network Deployment group at Covad Communications Company ("Covad"). My  
4 business address is 2650 Military Trail, Suite 200, Boca Raton, Florida 33431.

5 **Q. Please describe your responsibilities since you have been employed by Covad?**

6 A. I have been with Covad since September 1998. I was initially hired as a Installation  
7 Supervisor in the New York Metropolitan Region. In that role, I was responsible for  
8 installation, dispatching and repair of xDSL lines. I also worked with ILEC  
9 resolution (now Service Delivery) on missed loop delivery and vendor meets. In  
10 addition, I worked with Network Deployment to accept space from Bell Atlantic  
11 (Verizon) in the Long Island area.

12

13 In March of 1999, I moved to the BellSouth Region as Operations Manager for  
14 Miami, Atlanta and Raleigh Metropolitan Statistical Areas ("MSA"), with  
15 responsibility for managing the installation and repair of Covad's xDSL loops in  
16 those areas. In that role, I also had responsibility for managing transmission,  
17 including DS1 and DS3 loops, that Covad uses for long haul traffic. In this capacity,  
18 I worked extensively and directly with BellSouth personnel on access to central  
19 office issues, delivery of circuits, and troubleshooting. I acted as the main point of  
20 contact for Covad technicians on trouble tickets and when Covad's technicians and  
21 BellSouth's technicians met on "vendor meets" to jointly resolve problems on loops.

1 In April 2000, I moved from Operations to my current position as a Program  
2 Manager in Network Deployment, responsible for Central Office space acceptance,  
3 ordering, and applications from ILECS (BellSouth, GTE/Verizon, and Sprint) in the  
4 Southern region, Georgia, Florida, North Carolina, South Carolina, Tennessee,  
5 Kentucky and Louisiana.

6 **Q. Briefly describe your professional and educational background.**

7 A. Prior to Covad, I was employed by NY Telephone/NYNEX/Bell Atlantic for over 30  
8 years. I started my career with New York Telephone in 1965 as a Frame technician  
9 and moved to Switching in 1969, working in XB1 & 5 plus T and N carrier. I  
10 continued in this capacity until 1988 when I moved to Installation/Repair working  
11 as a Service Technician responsible for installation and maintenance of  
12 communications services to homes and business. In 1993, I became part of a self-  
13 managed group and handled ISDN plus fiber and SLC systems in remote terminals.  
14 During my time at New York Telephone/ NYNEX/ Bell Atlantic, I was also a  
15 Communications Workers of America ("CWA") shop steward for over 20 years. As  
16 a result of these experiences, I am very familiar with Bell System practices and  
17 procedures.

18 **Q. What is the purpose of your testimony?**

19 A. The purpose of my testimony is to explain how certain terms and conditions in  
20 Covad's Interconnection Agreement with BellSouth have a critical effect on Covad's  
21 ability to succeed in the Florida market. Covad proposed a number of reasonable  
22 improvements to the standard BellSouth Interconnection Agreement that address

1 Covad's unique needs regarding xDSL provisioning. Nonetheless, many of these  
2 proposals were resoundingly rejected by BellSouth. As a result, Covad has been  
3 forced to arbitrate these disputes. I will discuss Arbitration Issues 5(a), 5(b), 5(c), 8,  
4 25, and 30.

5  
6 **ISSUE 5(a): WHAT IS THE APPROPRIATE INTERVAL FOR BELLSOUTH TO**  
7 **PROVISION AN UNBUNDLED VOICE-GRADE LOOP, ADSL, HDSL, OR UCL**  
8 **FOR COVAD?**

9  
10 **ISSUE 5(b): WHAT IS THE APPROPRIATE INTERVAL FOR BELLSOUTH TO**  
11 **PROVISION AN IDSL-COMPATIBLE LOOP FOR COVAD?**

12 **Q. What were BellSouth's promised loop delivery intervals when you acted as**  
13 **Operations Manager for Covad?**

14 A. That's the difficult part. There were none. Covad's first Interconnection Agreement  
15 with BellSouth, signed in 1998, did not specify in the contract loop delivery  
16 intervals. Instead, BellSouth lists "target" intervals in a separate Product and  
17 Services Interval Guide. Because these intervals were not in our Interconnection  
18 Agreement, BellSouth was free to change the loop delivery intervals at its whim.

19 **Q. To your knowledge, did BellSouth alter its loop delivery intervals in any way in**  
20 **2000?**

21 A. Yes. In July 2000, BellSouth extended its loop delivery interval for ISDN loops  
22 from 7 to 12 business days. Covad uses this ISDN loop for its ISDN Digital

1 Subscriber Line ("IDSL") service. BellSouth said it was making this change so that  
2 the target interval in its Product and Services Guide would more accurately reflect  
3 customer experience. In other words, BellSouth would make no effort to improve  
4 its service. Rather, BellSouth just wanted to make sure that the numbers matched.

5 **Q. Why are loop delivery intervals important to Covad?**

6 A. From an operations perspective, intervals remain critical to ensuring constant service  
7 quality and to driving improvement in provisioning techniques. Without firm,  
8 established loop delivery intervals, Covad's personnel have no way to persuade  
9 BellSouth to improve its processes or even to speed up the delivery of a single loop.

10

11 By having a firm loop delivery interval in our contract, everyone at Covad and at  
12 BellSouth will know what is expected. That way, we can work together to deliver  
13 loops in the reasonable intervals Covad proposes.

14 **Q. What loop delivery intervals does Covad propose?**

15 A. Covad proposes that BellSouth deliver ADSL, HDSL, UCL and UDC/IDSL loops  
16 within 3 business days. For loops that require conditioning, Covad proposes that the  
17 loops be delivered within 5 days.

18 **Q. In your experience, are these intervals achievable?**

19 A. Yes. In my time at Bell Atlantic, I was responsible for installing, repairing and  
20 following up on the status of "Held for cable" (facilities issues) on exactly the types  
21 of loops that Covad orders from BellSouth. I also worked specifically with ISDN  
22 loops over fiber, so I know how long it really takes to provision these loops. Well-



1 trained technicians can perform all the provisioning activities necessary for xDSL  
2 loops in three days. Remember, provisioning an xDSL loop is exactly like  
3 provisioning a plain copper voice loop. The central office technicians run simple  
4 cross connections in the central office and, when a dispatch is required, the  
5 installation and maintenance technicians perform rudimentary cross connection work  
6 in the field.

7

8 Moreover, when Covad experienced problems with BellSouth provisioning ISDN  
9 loops for Covad's IDSL service, I personally worked extensively with BellSouth to  
10 help train their technicians. We've gone to a lot of trouble to help BellSouth develop  
11 methods and procedures for provisioning these loops, just to insure that Covad could  
12 get timely loop delivery. All of that information is now in BellSouth's hands and it  
13 has been for over a year. That is more than adequate time to train its personnel to  
14 deliver functional loops in a timely manner.

15 **Q. When you worked for Bell Atlantic, were there set loop delivery intervals which**  
16 **technicians had to meet?**

17 **A.** Yes. In fact, set loop delivery intervals are invaluable to driving improvement in  
18 work steps and processes internally at an incumbent carrier. Additionally, a firm and  
19 established delivery interval allows all parties to know what they are working toward  
20 and what is expected.

**1 ISSUE 5(c): WHAT SHOULD BE THE APPROPRIATE INTERVAL FOR**  
**2 BELLSOUTH TO "DECONDITION" (I.E., REMOVE LOAD COILS OR BRIDGED**  
**3 TAP) LOOPS REQUESTED BY COVAD?**

**4 Q. Can conditioning work be performed in 5 business days, as advocated by**  
**5 Covad?**

**6 A. Yes. I've personally conditioned and overseen the conditioning of thousands of**  
**7 loops. This is typical, everyday maintenance work done by incumbent carriers. Five**  
**8 business days is ample time to conduct this work.**

**9**

**10 ISSUE 8: WHEN COVAD REPORTS A TROUBLE ON A LOOP WHERE, AFTER**  
**11 BELLSOUTH DISPATCHES A TECHNICIAN TO FIX THE TROUBLE, NO**  
**12 TROUBLE IS FOUND BUT LATER TROUBLE IS IDENTIFIED ON THAT LOOP**  
**13 THAT SHOULD HAVE BEEN ADDRESSED DURING BELLSOUTH'S FIRST**  
**14 DISPATCH, SHOULD COVAD PAY FOR BELLSOUTH'S COSTS OF THE**  
**15 DISPATCH AND TESTING BEFORE THE TROUBLE IS IDENTIFIED?**

**16 Q. Explain this issue.**

**17 A. Covad wants to be credited for trouble tickets BellSouth closes because it reports "no**  
**18 trouble found" -- when BellSouth later does find and acknowledges a problem with**  
**19 their loop.**

**20 Q. Why is this issue important to Covad?**

**21 A. Several reasons. First, when Covad reports a trouble on a circuit, that means that a**  
**22 Covad customer's DSL line is not working. As a young company, we are working**

1 hard to generate high customer satisfaction and good will. Therefore, we need to  
2 resolve trouble situations as quickly as possible. To do so, Covad first conducts a  
3 series of tests through its equipment to determine where the trouble lies. Once Covad  
4 identifies that the problem is in the BellSouth loop, Covad opens a trouble ticket with  
5 BellSouth.

6

7 On repairs, BellSouth charges Covad each time it opens a trouble ticket and reports  
8 that "no trouble is found." That means BellSouth technicians, either in the UNE  
9 Center or in the field, have closed the trouble ticket and have not identified a  
10 problem. There are numerous instances in which Covad has opened 2, 3 or more  
11 trouble tickets on a single loop, only to have those trouble tickets closed by  
12 BellSouth without repairing the problem. To add insult to injury, Covad is then  
13 charged for those trouble tickets.

14

15 Covad has identified these instances because many times Covad requests a "vendor  
16 meet" with BellSouth where BellSouth and Covad technicians actually meet and try  
17 to resolve problems. With Covad technicians present, BellSouth routinely admits  
18 that it failed to check the cross box connections on earlier trouble tickets or otherwise  
19 failed to attempt to repair the loop. That means BellSouth erroneously closed the  
20 trouble ticket, reporting "no trouble found." Later, when BellSouth checked the loop  
21 as it is supposed to do, BellSouth found the problem.

1           What Covad proposes is simple. When BellSouth identifies and resolves a trouble  
2           ticket with Covad, Covad will not have to pay for any trouble tickets on that same  
3           loop that were closed because "no trouble was found." That way, BellSouth has an  
4           incentive to identify and resolve trouble tickets the first time. Also, this ensures that  
5           Covad is not penalized for BellSouth's failure to identify and resolve problems in a  
6           timely fashion.

7  
8           Remember, the entire time BellSouth is erroneously closing trouble tickets, Covad's  
9           customer is without DSL service. Covad has no incentive to open trouble tickets  
10          when no problem exists on the loop.

11  
12       **ISSUE 25: IN THE EVENT COVAD DESIRES TO TERMINATE ITS**  
13       **OCCUPATION OF A COLLOCATION SPACE, AND IF THERE IS A WAITING**  
14       **LIST FOR SPACE IN THAT CENTRAL OFFICE, SHOULD BELLSOUTH NOTIFY**  
15       **THE NEXT ALEC ON THE WAITING LIST TO GIVE THAT ALEC THE**  
16       **OPPORTUNITY TO TAKE THAT SPACE AS CONFIGURED BY COVAD (SUCH**  
17       **AS RACKS, CONDUITS, ETC.), THEREBY RELIEIVING COVAD OF ITS**  
18       **OBLIGATION TO COMPLETELY VACATE THE SPACE?**

19       **Q.     Please describe why this issue is important to Covad.**

20       A     Covad is attempting to get BellSouth to act as a reasonable landlord would act.  
21           When Covad elects to exit its collocation space, for whatever reason, there is an  
22           opportunity for another ALEC to take over that space in a very short interval and at

1 very low costs. Essentially, Covad has already paid for the racking and other space  
2 preparation necessary to support ALEC facilities. BellSouth's contract proposal  
3 would require Covad to remove all its equipment from the central office, including  
4 bays, racking -- everything. That means that if BellSouth put Covad in the very end  
5 of a huge unprepared space, Covad could have to remove racking for that entire  
6 space. This could be quite expensive for Covad.

7

8 Additionally, it seems incredibly wasteful to tear down essential racking or bays that  
9 another ALEC may want to use.

10

11 Covad merely wants to retain the right to find another ALEC interested in acquiring  
12 the space from Covad. That way Covad could negotiate privately with the other  
13 ALEC to sell its equipment and could be relieved of the obligation to restore the  
14 space to its original condition. Despite what BellSouth said in its response to  
15 Covad's petition, Covad does not want (and would not ask) BellSouth to broker its  
16 equipment. Nonetheless, BellSouth is the only party that has information about  
17 ALECs seeking entrance to a particular central office. Thus, Covad asks that  
18 BellSouth send a simple email to ALECs on the waiting list, asking them to contact  
19 Covad about acquiring Covad's space. Then, BellSouth will be out of the transaction  
20 altogether.

1 Just like a normal landlord is interested in filling empty apartments, BellSouth could  
2 facilitate the transfer of space from one ALEC to another through this simple  
3 procedure. This would save Covad and other ALECs money and would eliminate  
4 wasteful removal of equipment that another ALEC will simply have to reinstall.

5

6 **ISSUE 30: SHOULD BELLSOUTH RESOLVE ALL LOOP "FACILITIES" ISSUES**  
7 **WITHIN THIRTY DAYS OF RECEIVING A COMPLETE AND CORRECT LOCAL**  
8 **SERVICE REQUEST FROM COVAD?**

9 **Q. What does Covad propose with respect to resolving facilities issues?**

10 A. Covad's proposal is simple. BellSouth should be required to resolve loop facilities  
11 issues within 30 days. Covad needs a firm time interval for resolution of these issues  
12 so that Covad personnel can follow up with BellSouth to ensure that loop orders do  
13 not drop off into the back hole known as "pending facilities."

14

15 When BellSouth encounters a facility issue with a Covad loop order, BellSouth  
16 informs Covad that the order is "pending facilities." That could mean many things:  
17 (1) there is no copper to that particular area; (2) there is a problem with the cable  
18 somewhere; or (3) a variety of other issues. I personally have seen orders fall into  
19 that black hole, and remain there for months. No one at BellSouth seems to be  
20 accountable for attempting to resolve these issues in a timely manner. Establishing  
21 the 30-day interval Covad proposes will do exactly that.

1 Q. **Why does Covad need a 30-day interval?**

2 A. This is a reasonable amount of time. BellSouth proposes that it will treat Covad  
3 facilities issues in the same time frame as it resolves its own. The problem with this  
4 is that no one knows how long it takes BellSouth to resolve its own facilities  
5 problems. It is extremely difficult to build a business and to deliver customer  
6 satisfaction with uncertain time frames like BellSouth proposes. A set facilities  
7 resolution interval benefits everyone by ensuring that both Covad and BellSouth  
8 understand what is expected.

9 Q. **Does this conclude your direct testimony?**

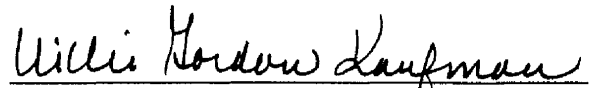
10 A. Yes.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Direct Testimony of William Seeger of Covad Communications Company has been furnished by (\*) hand delivery this 23rd day of April, 2001, to the following:

(\*)Felicia Banks  
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