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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF WILEY G. (JERRY) LATHAM
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 001797-TP

May 23, 2001

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Wiley G. (Jerry) Latham. My business address is 3535 Colonnade Parkway, Birmingham, Alabama. I am BellSouth's Product Manager for Unbundled Loops within Interconnection Services – Marketing and have been employed by BellSouth for fifteen years.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to respond to certain statements in the direct testimony of Covad Communications witnesses, Thomas E. Allen and William Seeger. In doing so, I will provide additional information concerning Unbundled Loop Modification (ULM) and also additional explanation of the types and use of xDSL and voice grade unbundled loops offered by BellSouth.

Q. ON PAGE 2 (LINES 21-22) AND PAGE 3 (LINE 1) OF MR. SEEGER'S TESTIMONY HE STATES THAT COVAD REQUESTED IMPROVEMENTS TO THEIR UNIQUE NEEDS REGARDING XDSL

1 PROVISIONING. PLEASE COMMENT.

2

3 A. BellSouth is unclear on what Covad is requesting, especially since Mr.
4 Seeger states on page 5 (lines 2-3) of his testimony that the provisioning
5 of an xDSL loop is exactly like provisioning a plain copper voice loop. If
6 this is true, what "unique needs regarding xDSL provisioning" would
7 Covad have? Mr. Seeger implies that xDSL loops are nothing more than
8 plain copper voice loops which is not correct. Copper voice grade loops
9 that are longer than 18kft require load coils to work properly. Also, these
10 voice grade loops can also work properly with significant amounts of
11 bridged-tap. These loaded bridged-tap loops would not qualify as xDSL
12 loops unless they first are conditioned by removing the load coils and/or
13 bridged-tap.

14

15 Q. ON PAGE 6 (LINES 10-11) OF HIS TESTIMONY MR. ALLEN
16 IMPLIES THAT BELLSOUTH DOES NOT INCLUDE THE FIRM
17 ORDER CONFIRMATION (FOC) IN THE LOOP DELIVERY
18 INTERVAL. IS THIS ACCURATE?

19

20 A. No, Mr. Allen's claim is not accurate. The BellSouth interval for
21 installing voice-grade, ADSL, HDSL and UCL unbundled loops is six
22 business days, including the FOC. This means the interval includes one
23 business day for the FOC, on accurate orders received before 10am, plus
24 five business days to complete the loop provisioning. Therefore,
25 BellSouth already has the same loop delivery intervals for its xDSL loops

1 that Verizon has in place. These are the intervals Mr. Allen apparently
2 desires. In fact, BellSouth's Service Level 1 (SL1) voice grade loops have
3 an even shorter interval. The interval for these loops is five business days
4 (1 for the FOC plus 4 for the provisioning) because these loops are non-
5 designed and are intended for POTS-type services. When the Local
6 Service Request (LSR) is received after 10am, the FOC intervals listed
7 above would increase by one day.

8
9 The FOC does not constitute and should not be considered a guarantee
10 that facilities are available. The committed due date is based on an
11 assumption that facilities are available. If there is a post-FOC facility
12 problem detected, the ALEC will be informed of the estimated service
13 date by a supplemental FOC. If it is determined that facilities are not
14 available at the time service is being installed, the ALEC will receive a
15 telephone call from the BellSouth installation control center.

16
17 The BellSouth service technician will notify the ALEC when an
18 appointment is missed for end user reasons. The ALEC should issue a
19 supplement with a new desired due date, and forward it to the LCSC. The
20 original service order (or PON) will be canceled if a new desired due date
21 is not provided within five (5) Business days.

22

23 Q. WHAT INTERVALS DOES BELLSOUTH BELIEVE ARE
24 APPROPRIATE FOR UNE LOOPS?

25

1 The BellSouth intervals listed above are needed to efficiently and
2 accurately install the volume of loops being ordered by ALEC customers.
3 In fact, the monthly volume for UNE loops has grown significantly over
4 the past 12 months. In April of 2000, BellSouth installed 6,272 UNE
5 loops in Florida, and in March of 2001, the monthly figure had more than
6 doubled to 13,009. It is also important to remember that provisioning
7 unbundled loops is not the same as turning up retail circuits that may
8 already be connected to BellSouth's switch. In provisioning retail
9 services, relatively simple software translations may be all that is needed
10 to activate a circuit. By comparison, an unbundled loop involves cross-
11 connect elements that must be provided to connect the loop facility to
12 Covad's collocation space. Also, in most cases, BellSouth and Covad will
13 be working together to ensure the circuit is properly tested and connected
14 through to Covad's equipment so that Covad's service can be provided to
15 the end user at the predetermined cut-over time. Many of the above
16 activities must be done in sequence and involve multiple work groups
17 within BellSouth. This is why the intervals listed above are needed.

18
19 Q. WHAT IS THE APPROPRIATE INTERVAL FOR BELL SOUTH TO
20 PROVISION AN IDSL-COMPATIBLE LOOP FOR COVAD?

21
22 A. The interval needed to provision the IDSL-compatible loop (also known as
23 the Universal Digital Channel (UDC) should be longer than the interval
24 for installing voice-grade, ADSL, HDSL and UCL unbundled loops.
25 These circuits are more complex to provision. When these circuits are

1 provided through a Digital Loop Carrier (DLC) system, they require a
2 specialized line card in order to function properly. Additionally, the line
3 cards also must be placed in certain slots within the DLC in order to be
4 compatible with IDSL service. Thus, appropriate provisioning interval for
5 these loops is 10 business days plus the FOC interval.

6

7 Q. ON PAGE 9 (LINES 16-17) OF MR. ALLEN'S TESTIMONY, PAGE 3
8 (LINES 21-22) AND PAGE 4 (LINES 1-4) OF MR. SEEGER'S
9 TESTIMONY, COVAD IMPLIES THAT BELL SOUTH ARBITRARILY
10 EXTENDED ITS ISDN LOOP DELIVERY INTERVAL FROM 7 TO 12
11 BUSINESS DAYS WITHOUT GOOD CAUSE. IS THIS AN
12 ACCURATE STATEMENT?

13

14 A. No, it is not. BellSouth did increase the interval for provisioning an
15 ALEC ISDN loop but the increase was appropriate, due to additional work
16 activities that are required to properly provision these circuits. The
17 interval provisioning BellSouth's ISDN loops also increased; therefore,
18 the UNE loop interval is at parity with what BellSouth provides its own
19 customers. The ALECs were given 45 days' notice of this change so that
20 they could adjust their processes and prepare accordingly. This is a
21 perfect example of why BellSouth needs the flexibility to change intervals
22 and why they should not be included in the Interconnection Agreement.
23 As requirements change, either up or down, BellSouth needs the ability to
24 adjust the intervals so that elements can be provided in a non-
25 discriminatory manner. Of course, BellSouth believes that when these

1 changes are needed, that the ALECs are given ample notice so they can
2 make any adjustments needed on their side.

3

4 Q. MR. ALLEN CLAIMS ON PAGE 8 (LINES 10-20) THAT BELLSOUTH
5 “HAS NOT PROPOSED ANY SUBSTANTIVE INSTALLATION
6 INTERVALS FOR IDSL-COMPATIBLE LOOPS” AND THAT
7 “BELLSOUTH REFUSES TO PROVIDE A WORK AROUND” TO
8 PROVISION THESE LOOPS WHEN IDLC IS DEPLOYED. ARE
9 THESE ACCURATE CLAIMS?

10

11 A. No. First, BellSouth developed the UDC (e.g., IDSL-compatible loop) in
12 order to accommodate Covad’s need for these loop types. They are
13 essentially the same loop type as an ISDN loop. Therefore, BellSouth
14 installs these two loop types with the same installation interval. This is
15 documented in BellSouth’s Interval Guide. In addition, the UDC was
16 developed specifically to provide the work around Mr. Allen seems to be
17 requesting.

18

19 Normally, IDSL service needs only an ISDN loop. However, some DLC
20 systems will not support IDSL service on certain time slots even though
21 ISDN service will work fine on those same time slots. Therefore, the
22 UDC is provisioned uniquely to avoid the non-compatible time slots so
23 that Covad can be assured the loop supports IDSL services. Additionally,
24 BellSouth offers other types of “work-arounds”. In situations where
25 Covad orders UNE loops to replace existing services that are provisioned

1 on integrated DLC (IDLC) systems, BellSouth will “roll” the existing
2 circuit off of the IDLC and onto alternate facilities if they exist to that
3 customers address. If no alternate facilities are available, Covad has the
4 ability to request that BellSouth place alternate facilities to that customer’s
5 location using the special construction process.

6
7 The specifics of these situations have been discussed in great detail with
8 Covad and are spelled out in their Interconnection Agreement.

9
10 Q. ON PAGE 4 (LINES 11-12), MR. SEEGER STATES THAT BY
11 HAVING A FIRM LOOP DELIVERLY INTERVAL IN COVAD’S
12 CONTRACT THAT EVERYONE WILL KNOW WHAT IS
13 EXPECTED. CAN THE SAME THING BE ACCOMPLISHED WITH
14 BELLSOUTH’S INTERVAL GUIDE?

15
16 A. Yes. BellSouth’s interval guide informs all parties what the intervals are
17 for a given loop type and allows BellSouth to install loops in a non-
18 discriminatory fashion. It also allows all ALEC’s (including Covad) to
19 know the interval prior to placing an order. However, if intervals are
20 locked into a contract, BellSouth will not be able to make reasonable
21 adjustments as they are required. Instead, BellSouth would have to wait
22 until that ALEC’s contract expires before an adjustment could be made.
23 That means that different ALECs could have different intervals in their
24 contract. Not only could this create discriminatory treatment, it could also
25 create confusion for BellSouth’s installation forces. BellSouth would

1 have to verify a particular ALEC's contract requirements while trying to
2 schedule their installation activities. This additional verification step and
3 the ensuing confusion would only serve to lengthen the process for
4 everyone.

5

6 Q. ON PAGE 16 OF MR. ALLEN'S TESTIMONY (LINES 5-7 AND LINES
7 16-17) HE CONTENDS THAT BELL SOUTH SHOULD NOT BE
8 ALLOWED TO RECOVER ITS COST FOR THE TESTING NEEDED
9 TO DELIVER FUNCTIONAL LOOPS. DO YOU AGREE?

10

11 A. Absolutely not. As stated above, BellSouth incurs costs to dispatch
12 technicians to test loops. If Covad wants the assurance that the loop is
13 fully functional at the time of delivery, they should pay for these costs as
14 they are the "cost-causer," this can either be built into the non-recurring
15 cost of the loop itself or Covad can pay separately when it's needed.

16

17 Q. DOES THIS COMPLETE YOUR TESTIMONY?

18

19 A. Yes.

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