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July 20, 2001

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Fl. 32399-0850

RE: 960786-TL (Section 271)

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of Rebuttal Testimony and Exhibits Denise C. Berger, Jay M. Bradbury, Richard T. Guepe, Sharon E. Norris, Steven E. Turner, Bernadette Siegler, and Judy Wheeler for AT&T.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties by hand delivery and U.S. Mail as shown on the attached Certificate of Service.

Sincerely,

Jim Lamoureux
Senior Attorney

Enclosures

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- CMP _____
- COM 5/28
- CTR _____
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- OPC _____
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cc: All Parties of Record

08873-01 through 08879-01

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**CERTIFICATE OF SERVICE
DOCKET NO. 960786-TL**

I HEREBY CERTIFY that a copy of the foregoing has been furnished via hand delivery* and U.S. Mail this day 20th of July, 2001, to the following parties of record:

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A handwritten signature in black ink, appearing to read "JL", is written over a horizontal line.

Jim Lamoureux

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

REBUTTAL TESTIMONY OF

DENISE C. BERGER

ON BEHALF OF

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.,
AT&T BROADBAND PHONE OF FLORIDA, LLC,
AND TCG SOUTH FLORIDA, INC.**

DOCKET NO. 960786-TL

July 20, 2001

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FPSC-COMMISSION CLERK

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3 **ON BEHALF OF**

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5 **AT&T BROADBAND PHONE OF FLORIDA, LLC,**

6 **AND TCG SOUTH FLORIDA, INC.**

7
8 **DOCKET NO. 960786-TL**

9 **JULY 20, 2001**

10
11 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

12 A. My name is Denise C. Berger. My business address is 1200 Peachtree Street,
13 N.E., Atlanta, Georgia 30309.

14 **Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL**
15 **EXPERIENCE AS THEY RELATE TO ISSUES IN THIS PROCEEDING.**

16 A. I hold a Bachelor of Fine Arts degree from the University of Southern Mississippi
17 and a Master of Business Administration from the University of Houston with an
18 emphasis in Marketing and Management.

19 I am employed with AT&T as the District Manager for Supplier Performance in
20 AT&T's Local Services and Access Management Department for Alabama,
21 Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South
22 Carolina and Tennessee. As a district manager, my duties entail managing the

1 ongoing performance improvement of AT&T's local services suppliers in the
2 Southern Region for all local services AT&T offers. My team is responsible for
3 evaluating and managing the ongoing performance improvement of AT&T's
4 suppliers, including BellSouth Telecommunications, Inc. ("BellSouth"). We
5 evaluate and manage to resolution all client escalation requests. My team is
6 partnered with AT&T's internal product delivery and customer care organizations
7 to ensure our suppliers' performance meets or exceeds internal client direct
8 measures of quality.

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
10 **PROCEEDING?**

11 A. My testimony addresses two key areas: the limitations of BellSouth's coordinated
12 cut-over (or "hot cuts") process for unbundled loops and BellSouth's inability to
13 provide number porting in a nondiscriminatory manner.
14 BellSouth's ability to properly perform hot cuts is one of the key considerations in
15 determining whether BellSouth meets its obligations under the
16 Telecommunications Act of 1996 (the "Act") to provide non-discriminatory
17 access to unbundled network elements (Issue 3), loop provisioning (Issue 5), and
18 number portability (Issue 12). As outlined below, BellSouth has failed to
19 demonstrate that it satisfies the requirements of the Act.

1 **Q. DO YOU ANTICIPATE THAT ANY OF THE ISSUES DISCUSSED IN**
2 **YOUR TESTIMONY WILL BE RESOLVED AS A RESULT OF**
3 **BUSINESS-TO-BUSINESS NEGOTIATIONS?**

4 A. No. The BellSouth Account Team assigned to resolve AT&T issues has informed
5 AT&T that it is unable to respond to AT&T regarding local service issues that
6 have been raised in any regulatory forum.¹ AT&T thus must choose resolution of
7 its issues either through business-to-business negotiations or through a regulatory
8 body, but not both. In light of BellSouth's policy change (previously BellSouth's
9 Account Team would work with AT&T to address issues, even those that were the
10 subject of regulatory proceedings), I do not expect that AT&T will be able to
11 negotiate and resolve any issues with BellSouth in a timely fashion.

12 **I. COORDINATED CUT-OVERS (HOT CUTS) (ISSUES 3, 5, & 12)**

13 **Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING**
14 **COORDINATED CUT-OVERS (HOT CUTS)?**

15 A. Pursuant to Section 251, as an Incumbent Local Exchange Carrier ("ILEC"),
16 BellSouth must provide ALECs with nondiscriminatory access to unbundled
17 loops and to number portability on terms and conditions that are just and
18 reasonable.²

¹ See Letter from Bernadette Seigler of AT&T to Jan Flint of BellSouth, June 29, 2001, attached as Exhibit DCB-1.

² 47 U.S.C. §§ 251(b)(2), (c)(3).

1 **Q. HOW HAS THE FCC INTERPRETED “JUST AND REASONABLE”**
2 **WITH REGARD TO HOT CUT PROVISIONING?**

3 A. Because the hot cut process is performed when a BellSouth customer changes its
4 local service to AT&T, there is no retail analog (similar or same process that
5 BellSouth performs for itself) for comparing BellSouth’s customers’ experience to
6 AT&T’s customers’ experience. In recognition of the lack of a retail analog for
7 comparisons, the FCC has provided guidance for evaluating whether or not an
8 incumbent local exchange carrier’s hot cuts performance satisfies the checklist
9 requirements. To show compliance, a BOC must demonstrate that “it provisions
10 hot cuts in sufficient quantities, at an acceptable level of quality, and with a
11 minimum of service disruption.”³

12 **Q. WHY IS “A MINIMUM OF SERVICE DISRUPTION” SO IMPORTANT**
13 **DURING A HOT CUT?**

14 A. A hot cut requires interruption of a customer’s service. As a result, the process
15 must be coordinated to run smoothly and predictably, so customers can plan for
16 the loss of active service around their business’ unique cycle of daily activity and
17 accommodate the duration of the disruption accordingly. Otherwise, unexpected

³Memorandum Opinion and Order, *Application by Bell Atlantic New York for Authorization Under Section 271 of the Communication Act To Provide In-Region, InterLATA Service in the State of New York*, CC Dkt. No. 99-295, FCC 99-404, 1999 WL 1243135 (rel. Dec. 22, 1999) at ¶ 291 (“*Bell Atlantic New York Order*”). The FCC has articulated a similar standard for UNE Loop hot cuts in prior orders, holding that a BOC “must demonstrate that it can coordinate number portability with loop cut-overs in a reasonable amount of time and with minimum service disruption.” *In the Matter of Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana*, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998)(“*Second Louisiana Order*”), at ¶ 279.

1 or prolonged service outage will likely deter customers from seeking local service
2 from ALECs and will therefore inhibit competition.

3 In its decision on Southwestern Bell Telephone Company's Section 271
4 application for Texas, the FCC explained the need for a reliable and predictable
5 hot cut process:

6 The ability of a BOC to provision working, trouble-free
7 loops through hot cuts is critically important in light of the
8 substantial risk that a defective hot cut will result in
9 competing carrier customers experiencing service outages
10 for more than a brief period. Moreover, the failure to
11 provision hot cut loops effectively has a particularly
12 significant adverse impact on mass-market competition
13 because they are a critical component of competing
14 carriers' efforts to provide service to the small- and
15 medium-sized business markets.⁴

16 The FCC recognized that obtaining unbundled local loops, number porting, and an
17 effective hot cuts process are the principal means by which ALECs can compete
18 in the small- and medium-sized business markets.

19 **Q. WHAT DOES "A MINIMUM OF SERVICE DISRUPTION" MEAN?**

20 **A.** Hot cut provisioning "with a minimum of service disruption"⁵ requires that
21 ALECs receive timely, accurate, and reliable hot cut loop provisioning from
22 BellSouth and a seamless transition of customers from BellSouth's service to the

⁴ Memorandum Report and Order, *Application by SBC Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, CC Dkt. No. 00-65, at ¶ 256 (rel. June 30, 2000) ("*SWBT Texas Order*").

⁵ See *Bell Atlantic New York Order* at ¶ 291; see also *Second Louisiana Order* at ¶ 279.

1 ALEC’s local service. In reviewing Section 271 applications, the FCC has stated
2 that it is “looking for patterns of systematic performance disparities that have
3 resulted in competitive harm or otherwise denied competing carriers a meaningful
4 opportunity to compete.”⁶

5 **Q. MR. MILNER INDICATES IN HIS TESTIMONY THAT BELLSOUTH’S**
6 **PROCEDURES ENSURE ACCURATE, RELIABLE, AND TIMELY CUT-**
7 **OVERS. DO YOU AGREE?**

8 A. No. As I explain below, BellSouth fails to meet the guidelines and expectations
9 that the FCC has set forth. BellSouth’s unwillingness to provide non-
10 discriminatory access to its unbundled loops with porting has caused “competitive
11 harm” to ALECs as well as denied ALECs “a meaningful opportunity to
12 compete.”⁷

13 **Q. WHAT ARE THE ELEMENTS OF THE COORDINATED CUT-OVER**
14 **(HOT CUT) PROCESS?**

15 A. The hot cut process involves two separate changes to a customer’s service that
16 must be made at approximately the same time: (1) the manual transfer of the
17 customer’s loop so the loop terminates on the ALEC’s switch rather than on
18 BellSouth’s switch (the loop cut); and (2) the porting of the customer’s number,
19 including the software changes and the disconnection of the BellSouth switch

⁶ Memorandum and Order, *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks, Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, Before the Federal Communications Commission, CC Docket NO. 01-9, FCC 01-130 (rel. April 16, 2001) at ¶ 122 (“*Verizon Massachusetts Order*”).

⁷ *Id.* at ¶ 122.

1 translations that permit the appropriate routing of inbound calls to the customer
2 based upon the customer's existing telephone number.⁸ The coordinated
3 conversion process is called a hot cut because the customer's loop is lifted or
4 "cut" while it is still in active service (i.e., the loop is "hot"), resulting in a
5 temporary loss of active service.

6 **Q. WHAT IS THE SIGNIFICANCE OF "COORDINATION"?**

7 A. An ALEC can order a hot cut with or without order coordination. A "without
8 coordination" hot cut means that BellSouth can work the order at any time on the
9 due date. Further, BellSouth will notify the ALEC at any time on the due date
10 that the loop and port are ready to be converted. A "with coordination" hot cut
11 means that BellSouth and the ALEC coordinate their respective roles in each step
12 of the process so that AT&T knows and confirms the precise time on the due date
13 that the hot cut is complete. AT&T orders, and pays a premium price for, hot cuts
14 "with coordination" in order to increase the predictability of the experience for
15 our customer. Once the loop is transferred from the BellSouth switch, the AT&T
16 technician is able to immediately complete the number port.

17 Coordination of a hot cut is a complex matter. Both BellSouth and the ALEC
18 must perform multiple tasks in the ordering and provisioning processes of the hot
19 cut, and both parties to the hot cut must coordinate these operations in the proper,
20 agreed-upon sequence. If the multiple steps of the hot cut process are not

⁸ Although unbundled loops and number portability may be provided separately, AT&T most often orders the two items together as part of a hot cut.

1 performed in the proper sequence, and in a coordinated manner between
2 BellSouth and the ALEC, and if BellSouth does not complete its downstream
3 processes appropriately, the customer will experience a prolonged service outage.
4 The FCC has observed that proper coordination of the hot cut between the Bell
5 Operating Company and the ALEC is “critical because problems with the cut over
6 could result in an extended service disruption for the customer.”⁹

7 **Q. PLEASE DESCRIBE THE HOT CUT PROCESS IN DETAIL.**

8 A. The hot cut process followed in the AT&T work center has eight steps: (a) Pre-
9 Design; (b) Design; (c) Local Exchange Contact; (d) Customer Contact; (e)
10 Number Portability; (f) Testing; (g) The Hot Cut; and (h) Quality Assurance.

- 11 ○ In the Pre-Design step, AT&T accesses BellSouth’s pre-ordering
12 Operations Support Systems (“OSS”) in order to obtain the correct
13 customer information, such as name, address and telephone
14 number. An AT&T agent types his information into the AT&T
15 systems to create the AT&T customer service record and establish
16 the bill. The agent must take special care to ensure the information
17 on AT&T’s order matches BellSouth’s customer service record.
- 18 ○ The Design step is where AT&T electronically assigns specific
19 facilities in AT&T’s switch and equipment located in AT&T-
20 owned collocation space in a BellSouth central office. BellSouth
21 will provide AT&T the customer’s loop, which is connected to
22 AT&T’s switch through the collocation site. It is at this point that
23 AT&T needs access to BellSouth’s LFACS database to confirm
24 that Connecting Facility Assignment (“CFA”) information in each
25 database matches.
- 26 ○ The Local Exchange Contact step involves AT&T’s preparation of
27 the Local Service Request (“LSR”) for electronic submission to a
28 BellSouth interface. The LSR specifies a date and time for the
29 conversion based on the needs of the AT&T customer. Upon

⁹ *Bell Atlantic New York Order* at ¶ 291 n.925.

1 receipt of the LSR, BellSouth validates that the order is error free,
2 and sends AT&T a Firm Order Commitment (“FOC”).¹⁰ The FOC
3 indicates that the order has been checked for errors and will be
4 processed and provisioned at a specific time on a specific date.
5 BellSouth does not check for facility availability or for technician
6 availability prior to sending the FOC to AT&T.

- 7 ○ The first quality assurance step is the Customer Contact. This step
8 involves a second review of the order by AT&T along with
9 notification to the customer regarding the specific time and date
10 when the hot cut is scheduled to take place, based on the
11 information BellSouth returned to AT&T on the FOC.
- 12 ○ The Number Portability step requires notification of the National
13 Number Portability Administrator that reprogramming is needed to
14 move the customer’s telephone number from BellSouth to AT&T.
15 This is done by sending an electronic “create” message to the
16 administrator for activation of the telephone service at a later point
17 in the process.
- 18 ○ During the Testing stage, BellSouth should determine that the
19 connecting facilities are ready by checking to see if Dial Tone and
20 Automatic Numbering Identification (“ANI”) are present. Within
21 24 to 48 hours prior to the start of the actual hot cut, BellSouth
22 should place a concurrence call to notify AT&T of the test results
23 and whether the hot cut can proceed as scheduled. During the
24 concurrence call, BellSouth shall provide the following
25 information to AT&T: (1) Dial Tone and ANI Results; (2) FOC
26 Due Date; (3) FOC Frame Due Time; (4) Number of Lines; and (5)
27 Cable and Pair Assignment. The review of information provided
28 on the initial LSR and returned FOC is another precaution to
29 ensure that no unanticipated conversion occurs. The concurrence
30 call is the first time that BellSouth informs AT&T whether
31 BellSouth’s previously confirmed FOC date and time of the cut-
32 over will be met. If BellSouth is unable to meet the date and time
33 originally scheduled for the conversion, then AT&T must contact
34 the customer to determine an acceptable alternative and reschedule
35 the date and time for the cut.
- 36 ○ After the testing is completed, the Physical Connection, the actual
37 hot cut, is performed. The loop is disconnected from BellSouth’s

¹⁰ Prior to the May 15, 2001 Memorandum of Understanding (“MOU”) reflecting AT&T’s and BellSouth’s Hot Cut process, the FOC was defined as a “Firm Order Confirmation.”

1 switch and cross-connected to the equipment in AT&T's
2 collocation space (the loop cut).

- 3 ○ Quality Assurance is the final step in the process and ensures that
4 the customer has full service. AT&T reviews whether all the lines
5 and features have been successfully ported and sends a message to
6 the National Portability Administration Center ("NPAC")
7 indicating that the number should be ported. AT&T then accepts
8 the service from BellSouth. At this point, BellSouth should send
9 its internal disconnect orders, which terminate BellSouth billing to
10 the customer and remove the customer from the BellSouth switch
11 by removing the translations. The customer should now be able to
12 make and receive calls as an AT&T customer.

13 Attached to my testimony as Exhibit DCB-2 is a video depicting the hot cut
14 process. The video includes the simulation of a technician physically changing
15 the loop from the incumbent local exchange carrier to the new local service
16 provider. This step was simulated because a BellSouth technician in a BellSouth
17 central office performs the actual work of physically connecting the customer's
18 loop to AT&T's central office switch.

19 **Q. HAS AT&T ATTEMPTED TO WORK WITH BELLSOUTH TO**
20 **IMPROVE THE PREDICTABILITY OF THE HOT CUTS PROCESS?**

21 **A.** Yes. AT&T has worked with BellSouth over two years in an attempt to establish
22 and implement an efficient, reliable, and predictable process for hot cut
23 provisioning. Over much of this time, AT&T and BellSouth engaged in
24 negotiations meant to minimize problems affecting AT&T's customers related to
25 hot cuts. Until recently, AT&T and BellSouth were at gridlock in negotiations.
26 Meanwhile, AT&T's efforts to compete with BellSouth were hampered by
27 BellSouth's problems in hot cut ordering and provisioning.

1 **Q. HAVE AT&T AND BELL SOUTH REACHED AGREEMENT**
2 **REGARDING ANY PARTS OF THE HOT CUT PROCESS?**

3 A. Yes. On April 16, 2001, AT&T and BellSouth came to an agreement in principle
4 concerning hot cuts and memorialized that agreement in a Memorandum of
5 Understanding (“MOU”). The MOU became effective on May 15, 2001, and is
6 attached as Exhibit DCB-3. AT&T believes the MOU is a positive, but much
7 delayed, step forward in AT&T’s ongoing effort to resolve the ordering and
8 provisioning problems that AT&T experiences when its customers undergo a hot
9 cut.

10 **Q. DOES THE MOU CONTAIN METHODS AND PROCEDURES**
11 **IMPLEMENTING THE PARTIES’ AGREEMENT?**

12 A. No. AT&T and BellSouth have not yet established methods and procedures to
13 implement, or “operationalize,” their agreement.

14 **Q. DOES THE MOU RESOLVE ALL OF AT&T’S CONCERNS**
15 **REGARDING THE HOT CUTS PROCESS?**

16 A. No. The MOU is an encouraging step, but AT&T reserves judgment on the
17 efficacy of the hot cuts process until it gains more experience with the process and
18 related methods and procedures to be developed from the MOU. Additionally, in
19 working to implement the language in the MOU into our respective work centers,
20 BellSouth and AT&T found three areas of operational disagreement. Indeed, as
21 part of the negotiation of the open issues related to the MOU, BellSouth has
22 agreed to participate in a second round of data reconciliation in Georgia to
23 determine whether the new process is effective in eliminating or at least

1 minimizing AT&T customer dissatisfaction.¹¹ That data reconciliation has not yet
2 taken place, because the two companies have not agreed on what activity
3 constitutes the end of the cut.

4 **Q. PLEASE PROVIDE AN EXAMPLE OF AN ISSUE THAT THE MOU**
5 **ADDRESSES BUT MAY NOT RESOLVE.**

6 The implementation of the MOU may not adequately resolve the concerns AT&T
7 has with BellSouth's hot cuts process. For example, BellSouth's post-
8 provisioning maintenance has failed to adequately address troubles such as line
9 noise, bad pairs, and absence of dial tone during the seven days immediately
10 following the hot cut.

11 **Q. WHAT ARE AT&T'S PRIMARY CONCERNS REGARDING HOT CUTS?**

12 A. AT&T's customers suffer from the following deficiencies:

- 13 ○ BellSouth's substandard performance in returning timely firm
14 order confirmations;
- 15 ○ BellSouth's failure to provide a reliable schedule for performance
16 of hot cuts;
- 17 ○ BellSouth's efforts to eliminate the date- and time-specific hot cut;
- 18 ○ Erroneous disconnection and undue delay in reconnection;
- 19 ○ BellSouth's failure to consistently notify AT&T that the loop has
20 been transferred to AT&T;
- 21 ○ BellSouth's discriminatory service center support; and

¹¹ The Georgia Public Service Commission required AT&T and two other ALECs in Georgia to conduct an initial data reconciliation with BellSouth regarding UNE-Loop hot cuts from September 11 through November 3, 2000.

- The absence of performance measures that adequately reflect the customer experience.

Q. WHAT IS A FOC INTERVAL, AND WHY IS IT IMPORTANT?

A. To comply with Checklist Item 4, the subject of Issue 5 in this proceeding, BellSouth must establish that it provides competitors with nondiscriminatory access to loop information in a timely manner and that it returns timely firm order confirmations (“FOCs”) to competitors. The “FOC interval” is the period of time between an ALEC’s submission of an LSR and BellSouth’s return of a FOC to the ALEC. Because the customer must make arrangements to accommodate the loss of active service associated with a hot cut, it is important that AT&T be able to provide the customer with reliable scheduling information as early as possible in the process. Accordingly, customer satisfaction and convenience require that the FOC interval be as short as possible. Moreover, because the FOC interval is a component of the overall implementation interval, minimizing the FOC interval improves the ability of AT&T to provide prompt completion of customer requests.

Q. DOES BELLSOUTH RETURN FOCs FOR HOT CUT ORDERS IN A TIMELY MANNER?

A. No. A hot cut order is an order for a loop with local number portability (“LNP”). However, BellSouth’s OSS presently cannot process most orders including LNP in a fully mechanized manner. Although AT&T submits these orders electronically, they fall out of BellSouth’s system and must be processed manually, with the associated delay and increased likelihood of error.

1 In Florida in May 2001, BellSouth returned 51.22% of FOCs for partially-
2 mechanized orders to AT&T after more than eighteen hours. In light of the
3 relatively short amount of actual processing time involved in handling partially-
4 mechanized orders,¹² BellSouth's FOC interval performance is unacceptable.

5 **Q. WHAT IS THE IMPACT OF BELL SOUTH'S SUBSTANDARD**
6 **PERFORMANCE?**

7 A. BellSouth's poor FOC interval performance results in the delay of customers' due
8 dates and coordination times past the dates and times originally requested by and
9 scheduled with AT&T's end user. This is an unacceptable level of performance
10 from BellSouth as AT&T's supplier of these services and is materially different
11 from the service levels BellSouth provides to itself and its customers.

12 **Q. HOW DOES AT&T DETECT THESE DELAYS?**

13 A. Evidence of the delays in these orders appears in BellSouth's performance
14 reporting¹³ and in AT&T's own tracking of performance of its orders. BellSouth's
15 performance data for May 2001 indicates that, although AT&T sent all of its
16 orders for Loops with LNP to BellSouth electronically, at the region level only
17 8.4% of the orders were fully mechanized.¹⁴ That means that over 91% of

¹² BellSouth witnesses have testified in other jurisdictions that actual processing of a partially-mechanized order generally takes less than one hour.

¹³ This Commission has not yet adopted a performance measurements plan. Performance measurements will be considered along with the ongoing third-party test in Docket No. 960786-TL.

¹⁴ A Fully Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or (Footnote continued on next page)

1 AT&T's loop and port orders were processed as partially mechanized or
2 manually. BellSouth's failure to adequately provide mechanized handling of LNP
3 burdens the majority of hot cut orders with additional delays and potential for
4 error associated with partially mechanized orders.¹⁵

5 **Q. PLEASE DESCRIBE AT&T'S CONCERN REGARDING CFA CHECKS.**

6 A. Another source of unreasonable delay in the hot cut process occurs when
7 BellSouth returns a FOC without first checking the availability of its Connecting
8 Facility Assignments ("CFAs").¹⁶ The delay arises because AT&T informs its
9 customer of the date and time of the expected hot cut based upon BellSouth's
10 FOC. The customer justifiably relies upon the FOC date and time when planning
11 for the cut-over. This planning often includes modification of production and
12 personnel schedules, as well as arranging for an equipment vendor to be present at
13 the time of the cut. In addition, AT&T allocates its resources to accommodate the

(Footnote continued from previous page)

TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the ALEC via EDI, LENS, or TAG.

¹⁵ A Partially Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the ALEC via EDI, LENS, or TAG.

¹⁶ Exhibit DCB-4, attached hereto, illustrates the CFA check. The CFA check determines whether the cable and pair assignments at AT&T's collocation space and at BellSouth's Main Distributing Frame match. It requires looking into both AT&T's and BellSouth's software databases to identify the status of the physical assignment of cable and pairs connecting AT&T's point of termination to BellSouth's network. The status of the assignment should be either active or spare. If both assignments are spare, the CFA verification step proceeds. If the cable pair assignment is not properly matched, however, both companies will encounter rework activities in order to obtain a new cable pair for the customer's requested order.

1 cut-over on the due date at the due time. In those cases where BellSouth
2 subsequently identifies a CFA conflict, BellSouth issues a post-FOC clarification
3 or jeopardy, which can delay the hot cut. This delay inconveniences both the
4 customer and AT&T.

5 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S FAILURE TO PERFORM A**
6 **PRE-FOC CFA CHECK?**

7 A. When the CFA check is not performed before the issuance of a FOC, the
8 following problems occur:

- 9 ○ Due dates are missed because BellSouth must design a loop
10 facility. Consequently, the customer must have the due date and or
11 due time changed because of BellSouth's late design.
- 12 ○ AT&T agents are forced to rework orders and perform tasks that
13 have already been performed. Resources are therefore wasted on
14 re-working old orders instead of other hot cut activities.
- 15 ○ AT&T must incur the additional cost of supplementing its original
16 order or issuing an entirely new order and restarting the hot cut
17 process.
- 18 ○ AT&T agents are forced to perform redundant verifications of the
19 CFA information previously obtained prior to issuing the initial
20 LSR.
- 21 ○ AT&T must perform unnecessary physical cable and pair
22 assignment checks.

23 All of these problems ultimately cause delay in customer orders and denial of
24 telephone service with a new local service provider.

1 **Q. WHAT IS LFACS AND HOW WOULD AT&T'S ACCESS TO**
2 **BELLSOUTH'S LFACS DATABASE REDUCE THE DELAYS**
3 **ASSOCIATED WITH CFA CONFLICTS?**

4 A. BellSouth's Loop Facility Assignment Control System ("LFACS") database
5 confirms that a connection can be achieved from the ALEC collocation site
6 located in BellSouth's central office to the customer's location. If AT&T had
7 access to BellSouth's LFACS database, we would experience a reduction in the
8 number of CFA discrepancies, because AT&T would be able to check
9 assignments in BellSouth's database before sending its LSR to BellSouth. Other
10 web-based tools offered by BellSouth do not allow the ALEC to check the
11 facilities until after the order is sent.

12 **Q. HAS BELLSOUTH GIVEN AT&T ACCESS TO THE LFACS**
13 **DATABASE?**

14 A. No. BellSouth has repeatedly postponed granting AT&T access to LFACS, and
15 post-FOC CFA problems persist. BellSouth initially indicated AT&T would have
16 LFACS access by first quarter 2001. The MOU states that LFACS access would
17 be included in BellSouth's Release 10, which later became Release 9.4.
18 BellSouth recently indicated it would give AT&T LFACS access by June 22,
19 2001. BellSouth, however, has not yet done so. BellSouth has not taken any
20 apparent steps to schedule the training sessions or meetings that will be necessary
21 for AT&T to make effective use of LFACS access. AT&T is still unsure when
22 access to LFACS will be granted. Meanwhile, until BellSouth makes useful
23 LFACS access available, AT&T must address CFA problems by exchanging

1 spreadsheets with BellSouth, and AT&T's local service customers continue to
2 undergo substantial inconvenience.

3 **Q. WHAT IS THE HISTORY OF AT&T'S AND BELLSOUTH'S**
4 **DISAGREEMENT OVER HOT CUT START AND STOP TIMES?**

5 A. During the negotiation period leading up to the signing of the MOU, BellSouth
6 was ordered by the Georgia Commission to participate in a data reconciliation
7 with three ALECs, including AT&T. This data reconciliation involved the
8 collection and comparison of provisioning data and the reconciliation of the root
9 cause of differences in that data. This reconciliation was performed under the
10 guidance of the Georgia Commission from September 11, 2000 through
11 November 3, 2000.

12 During this reconciliation process, AT&T and BellSouth uncovered three
13 operational disagreements. Two of the three disagreements have been negotiated
14 and settled. The third involves BellSouth's request for a four-hour window to
15 start a conversion when the customer's BellSouth service was provided over a
16 BellSouth integrated digital loop carrier ("IDLC") facility. Attached to my
17 testimony as DCB-5 is AT&T's letter of April 19, 2001 to BellSouth concerning
18 AT&T's concerns with BellSouth's proposal for hot cuts or coordinated
19 conversions. As the letter indicates, AT&T has not agreed to this request, which
20 would effectively eliminate ALEC access to date- and time-specific hot cuts.

1 **Q. PLEASE SPECIFY THE CIRCUMSTANCES UNDER WHICH**
2 **BELLSOUTH WANTS ADDITIONAL TIME TO PERFORM HOT CUTS.**

3 A. The operational disagreement concerns the situation in which AT&T orders and
4 pays the associated additional fee for a date- and time-specific hot cut, and the
5 customer to be transferred has existing local service on BellSouth's IDLC.

6 **Q. WHAT IS THE NATURE OF THE DISAGREEMENT?**

7 A. AT&T and BellSouth disagree on the appropriate start and stop times for the
8 physical connection of the loop during the hot cut process. The physical
9 connection is the crucial step because it involves loss of active service.

10 **Q. WHAT IS BELLSOUTH'S POSITION?**

11 A. BellSouth contends it wants a four-hour window in which to start the physical
12 connection step. For example, BellSouth might begin the cut by disconnecting
13 active service at anytime between 8 a.m. and noon or between 1 p.m. and 5 p.m.
14 BellSouth acknowledges that this proposal removes the time-specificity of
15 AT&T's order and has agreed that it would waive the time-specific fee.

16 **Q. WHY IS A FOUR-HOUR START WINDOW UNACCEPTABLE TO**
17 **AT&T?**

18 A. BellSouth's proposal utterly disregards the necessity of minimizing the duration
19 and impact of the customer's service outage. AT&T's local service customers
20 must be able to plan and prepare for a service outage, and they should not have to
21 put a half day's business "on hold" just to change local service providers.

1 **Q. PLEASE PROVIDE AN EXAMPLE.**

2 A. Suppose a pizza delivery business wanted to change local service providers and
3 needed to have the cut performed outside of its busy hours. Further, suppose that
4 the business was served by an IDLC loop from BellSouth. A loss of telephone
5 service during either of the requested four-hour windows, 8:00 a.m. until 12 noon
6 or 1:00 until 4:00 p.m. would have a significant negative impact on this
7 customer's lunch business, and an outage during the afternoon window could also
8 impact the dinner business. Faced with the risk of a telephone outage that could
9 jeopardize business, this customer could reasonably choose not to leave its
10 incumbent provider. BellSouth's imposition of such a barrier to competition is
11 inconsistent with the purpose of the Act.

12 **Q. WHAT IS THE EXTENT OF THE IMPACT OF BELLSOUTH'S**
13 **PROPOSAL TO ELIMINATE TIME-SPECIFIC HOT CUTS?**

14 A. This proposal by BellSouth will affect numerous customers because BellSouth is
15 rolling out IDLC in vast quantities. BellSouth has already deployed IDLC over a
16 large part of its network. If accepted, BellSouth's proposal would eliminate the
17 availability of time-specific hot cuts for those customers. As BellSouth continues
18 to deploy increasing amounts of IDLC, this proposal would effectively eliminate
19 date- and time-specific orders from hot cut provisioning.

20 **Q. WHAT IS AT&T'S CONCERN REGARDING ERRONEOUS**
21 **DISCONNECTS?**

22 A. BellSouth's legacy systems include no mechanism to ensure coordination of all of
23 the activities associated with a hot cut. This deficit can cause outages or other

1 inconveniences for customers who change their local service provider from
2 BellSouth to an ALEC. One type of error commonly associated with the hot cut
3 process is the erroneous disconnect. This might arise in the following manner:
4 AT&T issues an LSR and BellSouth returns a FOC. This FOC initiates a number
5 of internal controlling component orders in BellSouth's system, including the
6 loop facility component order, the port component order, and the facility
7 disconnect order, among others. If, in this hypothetical example, AT&T's
8 customer requests a change and AT&T issues a supplemental order changing the
9 date, BellSouth has no mechanism to ensure that all of its internal orders reflect
10 the change. If the facility disconnect order remains unchanged, BellSouth could--
11 and does--disconnect the customer's service in error.

12 **Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY**
13 **DISCONNECTED SERVICE OF AN AT&T CUSTOMER WHEN THE**
14 **ERROR IS AT&T'S?**

15 A. When BellSouth erroneously disconnects an AT&T local service customer
16 because of an AT&T error, BellSouth treats AT&T's request for resolution as a
17 request for new loops. The result of BellSouth's treatment of the request as an
18 order for new loops is that the erroneously disconnected AT&T customer can
19 remain out of service for seven days, despite AT&T's request and payment for
20 "expedited" service.

1 **Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY**
2 **DISCONNECTED SERVICE ITS OWN CUSTOMER?**

3 A. I assume so. The Florida Public Service Commission requires that BellSouth
4 restore service to out of service customers within twenty-four hours when
5 possible.

6 **Q. WHAT IS THE IMPACT OF THIS DISCRIMINATORY TREATMENT**
7 **OF AT&T'S CUSTOMERS?**

8 A. The erroneous disconnection of a customer's active service can be devastating to
9 the customer. AT&T's goal is to ensure disconnects in error are rare -- preferably
10 non-existent. BellSouth's goal should be to restore service at the earliest possible
11 time, regardless of the customer's local service provider and regardless of the
12 source of the error. BellSouth, however, reserves prompt service restoration for
13 its own customers. This practice violates the Act's parity requirement and pro-
14 competition policies.

15 **Q. PLEASE DESCRIBE AT&T'S CONCERNS REGARDING BELLSOUTH'S**
16 **SERVICE CENTER STAFFING.**

17 A. AT&T is concerned that BellSouth's support centers are insufficiently staffed to
18 respond to and resolve ALEC troubles in a timely manner.

19 **Q. PLEASE PROVIDE AN EXAMPLE RELATED TO HOT CUTS**
20 **PROVISIONING.**

21 A. BellSouth service center representatives refer LNP-related problems to a single
22 person who typically works from noon until 8 p.m. LNP troubles arising outside
23 of those hours, or when this expert is on vacation or in meetings, must wait.

24 Although BellSouth has assigned a back-up person to assist during the hours that

1 BellSouth's primary subject-matter expert is out of the office, the reality is that
2 BellSouth has only two people trained and equipped to handle problems with LNP
3 orders.

4 In light of the fact that LNP is not adequately mechanized, and given the
5 increased error rate among manually-handled orders, BellSouth's failure to
6 provide adequate support for the inevitable problems is unreasonable. Although
7 the staffing shortage impacts other areas, this problem is particularly acute in the
8 area of hot cuts, because every hot cut involves number porting.

9 **Q. DO BELLSOUTH'S ALEC SERVICE CENTERS PROVIDE SERVICE**
10 **THAT IS COMPARABLE TO THE SERVICE BELLSOUTH PROVIDES**
11 **ITS RETAIL CUSTOMERS?**

12 A. No. BellSouth's LCSCs, which handle ALEC calls regarding existing orders, do
13 not answer calls as promptly as BellSouth's retail Residence Service Centers
14 ("RSCs") or retail Business Service Centers ("BSCs") handle BellSouth's service
15 calls, even though LCSC answer time performance should be at parity with
16 BellSouth's retail.

17 **Q. PLEASE PROVIDE SPECIFIC DATA DEMONSTRATING THE**
18 **DISCREPANCY BETWEEN THE SERVICE BELLSOUTH PROVIDES**
19 **ALECS AND THE SERVICE BELLSOUTH PROVIDES ITS RETAIL**
20 **OPERATIONS.**

21 A. In January 2001, the average answer time at BellSouth's retail RSC was 154
22 seconds. The average answer time at BellSouth's retail Business Service Center
23 was 84 seconds. In contrast, the ALECs' calls were answered at the LCSC with
24 an average answer time of 398 seconds. Even after BellSouth opened its LCSC in

1 Jacksonville, Florida, BellSouth failed to meet the measurement standard for
2 February 2001 as well.¹⁷ Although BellSouth's performance in the LCSC has
3 improved, it has still failed to reach the level of parity with the BellSouth retail
4 BSC.

5 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S DISCRIMINATORY**
6 **SERVICE PROVISIONING?**

7 A. The extended answer times that ALECs experience result in delay in resolution of
8 problems, and therefore impact customers. Moreover, AT&T is required to
9 increase its own personnel coverage to make up for the time its employees spend
10 awaiting assistance from BellSouth. Additionally, this measurement does not
11 completely reflect the ALECs' experience. This measure does not include the
12 hold time experienced by ALECs when they are put on hold after the call is
13 answered. LCSC representatives regularly put ALEC calls on hold for up to 45
14 minutes to an hour before making themselves available to discuss the problem
15 that is the subject of the call.

¹⁷ Exhibit DCB-6 is a chart showing a breakdown of average answer times for BellSouth's retail customers that call BellSouth's Residential Service Center and Business Service Center, and average answer times for ALECs calling BellSouth's Local Carrier Services Center.

1 **II. LOCAL NUMBER PORTABILITY (ISSUE 12)**

2 **Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING**
3 **NUMBER PORTABILITY?**

4 A. Section 271(c)(2)(B) of the Act requires a BOC to comply with the number
5 portability regulations adopted by the FCC pursuant to section 251.¹⁸ Section
6 251(b)(2) requires all LECs "to provide, to the extent technically feasible, number
7 portability in accordance with requirements prescribed by the Commission."¹⁹
8 Accordingly, BellSouth must provide number portability in a manner that allows
9 users to retain existing telephone numbers "without impairment in quality,
10 reliability, or convenience."²⁰ The FCC states that these rules require that any
11 long-term number portability method "does not result in any degradation in
12 service quality or network reliability when customers switch carriers."²¹

13 **Q. MR. MILNER CLAIMS THAT BELLSOUTH IS PROVIDING LOCAL**
14 **NUMBER PORTABILITY IN ACCORDANCE WITH THE FCC'S**
15 **RULES? DO YOU AGREE?**

16 A. No. Although he addresses quantity of numbers ported, Mr. Milner fails to
17 address the quality of BellSouth's LNP processes, nor does he address the
18 problems AT&T and its customers are experiencing with LNP.

¹⁸ 47 U.S.C. § 271(c)(2)(B)(xii).

¹⁹ *Id.*, § 251(b)(2).

²⁰ *Id.*

²¹ 47 CFR ¶ 52.23(a)(5).

1 **Q. WHAT IS NUMBER PORTABILITY?**

2 A. LNP is a network feature that allows a telephone number that originally was
3 assigned to one switch to be ported to a second switch. This feature gives
4 customers the ability to change local service providers without changing their
5 telephone number. The FCC mandated that the Local Routing Number (“LRN”)
6 method of LNP be deployed under industry guidelines developed by the Local
7 Number Portability Administration working group (“LNPA”) of the FCC’s North
8 American Numbering Council (“NANC”). LRN allows the re-homing of
9 individual telephone numbers to other switches through an addressing and routing
10 scheme that uses the SS7 signaling network and centralized databases. Each
11 public network switch is assigned a ten-digit LRN, and each customer’s telephone
12 number is matched in a regional database with the LRN for the switch that serves
13 that telephone number.

14 **Q. WHAT IS THE IMPORTANCE OF THE AIN TRIGGER?**

15 A. The setting of a trigger in the switch currently serving the customer, the “donor”
16 switch, causes call termination in that switch for the particular telephone number
17 to be suspended and a query sent to the LNP database for routing information. If
18 the ALEC has not yet activated the port, the donor switch will route the call
19 within itself. If the ALEC has activated the port, the donor switch will be
20 instructed to route the call to the ALEC switch.

21 Simply stated, the AIN trigger puts the BellSouth switch on alert that the
22 customer is changing local service providers. When a call for the customer

1 arrives in the BellSouth switch, instead of automatically completing the call on
2 the old BellSouth loop, the trigger causes the switch to check whether the number
3 port has been activated by the ALEC. If it has, the BellSouth switch sends the
4 call to the ALEC switch for completion. If it has not, the BellSouth switch will
5 complete the call as it has in the past.

6 **Q. WHEN SHOULD THE AIN TRIGGER BE SET?**

7 A. The presetting of the trigger gives the ALEC the ability to control the activation
8 of number portability for the telephone number on the date agreed to with the
9 customer. According to national standards, BellSouth should preset AIN triggers
10 for all ported numbers in the donor switch on the day before the porting is to
11 occur. In some circumstances, translations must be manually set on the day the
12 number is ported for some types of telephone numbers such as Direct Inward Dial.
13 If BellSouth does not properly set the triggers or fails to do the manual
14 translations on or before the due date, the ALEC customer will lose some or all of
15 its ability to receive incoming calls.

16 **Q. WHY IS NUMBER PORTABILITY IMPORTANT?**

17 A. Number portability is the ability of users of telecommunications services “to
18 retain, at the same location, existing telecommunications numbers **without**
19 **impairment of quality, reliability, or convenience** when switching from one
20 telecommunications carrier to another.”²² In its initial order on number

²² 47 U.S.C. § 153(30) (emphasis added).

1 portability, the FCC noted that number portability is essential to meaningful
2 competition in the provision of local exchange services and affirmed that number
3 portability provides consumers flexibility in the way they use their
4 telecommunications services and promotes the development of competition
5 among alternative providers of telephone and other telecommunications services.²³

6 The FCC has also recognized that:

7 a lack of number portability likely would deter entry by
8 competitive providers of local service because of the value
9 customers place on retaining their telephone numbers.
10 Business customers, in particular, may be reluctant to incur
11 the administrative, marketing, and goodwill costs
12 associated with changing telephone numbers. As indicated
13 above, several studies show that customers are reluctant to
14 switch carriers if they are required to change telephone
15 numbers. To the extent that customers are reluctant to
16 change service providers due to the absence of number
17 portability, demand for services provided by new entrants
18 will be depressed. This could well discourage entry by new
19 service providers and thereby frustrate the pro-competitive
20 goals of the 1996 Act.²⁴

21 **Q. IN AT&T'S EXPERIENCE, DOES BELL SOUTH PROVIDE NUMBER**
22 **PORTABILITY "WITHOUT IMPAIRMENT IN QUALITY,**
23 **RELIABILITY, OR CONVENIENCE," AS THE ACT AND THE FCC**
24 **REQUIRE?**

25 **A.** No. AT&T's customers have experienced numerous and persistent problems with
26 BellSouth's implementation of number portability, including:

- 27 ○ Loss of inbound service (caused by failure to do translations or set
28 triggers);

²³ *First Number Portability Order* ¶ 28.

²⁴ *Id.* ¶ 31 (citations omitted).

- 1 ○ Reassignment of telephone numbers;
- 2 ○ Retail use of zip connect or “oddball” codes;
- 3 ○ Duplicate billing by BellSouth;
- 4 ○ Problems with partial ports of service;
- 5 ○ Loss of customer name information when calling BellSouth
- 6 customers; and
- 7 ○ Inability to transfer customer immediately back to BellSouth, if
- 8 necessary.

9 **Q. DESCRIBE THE PROBLEM AT&T CUSTOMERS HAVE WITH LOSS**
10 **OF INBOUND CALLING CAPABILITIES.**

11 A. BellSouth has a process problem that causes some AT&T customers to lose the
12 ability to receive calls from BellSouth customers. The problem occurs frequently
13 when a business customer with a Private Branch Exchange (“PBX”) has Direct
14 Inward Dial (“DID”) trunks to the PBX. When this type of customer has its
15 numbers ported from BellSouth to AT&T or another ALEC, the customer often
16 loses the ability to receive inbound calls from BellSouth customers that are still
17 on the BellSouth donor switch.

18 **Q. HAS AT&T TAKEN ANY STEPS TO ADDRESS THIS PROBLEM?**

19 A. This has been a chronic problem for AT&T and its customers when they are
20 ported from BellSouth. AT&T addressed this problem with BellSouth several
21 times in 2000. The problem has been so pervasive and has such an impact on the
22 customers that when porting business customers AT&T has established special
23 procedures to call BellSouth and remind them to do the translation work in their
24 switches on the due date. This manual work-around has reduced the incidence of

1 the problem, but it places a disparate burden on AT&T's resources. Exhibit DCB-
2 7 provides examples of AT&T's struggles with this problem over the past year.

3 **Q. WHAT IS THE SOURCE OF THE PROBLEM?**

4 A. The most common source of the problem is that in situations where the switch
5 cannot implement an automatic trigger, BellSouth fails to perform translation
6 work on its switch at the time the number is ported, so the switch is not
7 programmed to consult the number portability database to determine where to
8 route the number.

9 **Q. WHAT HAPPENS WHEN BELLSOUTH FAILS TO PERFORM THE**
10 **APPROPRIATE TRANSLATION WORK?**

11 A. Without the appropriate translation, the switch tries to route calls to the AT&T
12 customer within the switch and determines that the circuits to the PBX have been
13 disconnected. When this happens, either the number will ring as if no one were
14 answering the phone, or the person trying to call the AT&T customer will receive
15 a message from the BellSouth switch that the number has been disconnected.

16 **Q. IS THE CUSTOMER COMPLETELY WITHOUT SERVICE?**

17 A. No. In fact, this problem is sometimes not detected immediately because the
18 customer can make outgoing calls and can receive incoming calls that are routed
19 through switches other than the donor switch.

1 **Q. HOW DO AT&T'S CUSTOMERS REACT TO THE LOSS OF INBOUND**
2 **CALLING?**

3 A. AT&T has found that this problem is especially common when porting business
4 customers. When new AT&T business customers discover they are unable to
5 receive calls from certain callers, and that the callers are being told their number
6 has been disconnected or rings unanswered, they become understandably upset.
7 They think that AT&T has caused the problem. Some threaten to move their
8 service back to BellSouth.

9 **Q. DO BELLSOUTH CUSTOMERS EXPERIENCE THIS PROBLEM?**

10 A. This problem arises when a customer changes local service providers from
11 BellSouth to an ALEC and ports its number. BellSouth customers do not have
12 porting problems when they stay with BellSouth. This type of problem creates a
13 barrier that prevents ALECs from attracting and keeping customers.

14 **Q. WHAT IS THE IMPACT ON NEW ALEC CUSTOMERS OF THE**
15 **FAILURE TO RECEIVE CERTAIN INBOUND CALLS?**

16 A. BellSouth's failure to perform all of the necessary functions associated with
17 porting on or before the due date causes new ALEC local service customers to
18 receive unreliable local service and to be inconvenienced and potentially
19 endangered by the failure to receive certain calls. Emergency services, such as
20 police, fire and medical, would most likely not be able to call the new AT&T
21 customer until this problem is fixed. Businesses cannot receive calls from their
22 customers and clients. For example, a psychiatrist's office would not receive calls
23 from some of its clients, potentially causing a dangerous situation. This most

1 severely impacts small businesses that serve a neighborhood or small local area,
2 like a florist, a pizza shop, or a pharmacy.

3 **Q. HOW HAS NUMBER ASSIGNMENT IN LOCAL SWITCHES**
4 **TRADITIONALLY BEEN DONE?**

5 A. Historically, blocks of 10,000 numbers have been assigned to local switches. A
6 ten thousand block represents a complete NXX prefix in the North American
7 Numbering Plan (NPA-NXX-XXXX). New ALEC switches are assigned new
8 NXX prefixes and the ALEC is free to give phone numbers within the prefix to its
9 customers. However, approximately 80% of the customers migrating to an ALEC
10 choose to keep their old BellSouth number. These customers are able to do so
11 because incumbent LECs are required to provide number portability. When an
12 ALEC customer's number is ported, that number continues to be assigned to that
13 customer. It should not be reassigned to someone else.

14 **Q. DESCRIBE THE PROBLEM AT&T'S CUSTOMERS ARE**
15 **EXPERIENCING WITH REASSIGNMENT OF THEIR TELEPHONE**
16 **NUMBERS.**

17 A. BellSouth has a chronic number reassignment problem. When a telephone
18 number is ported to AT&T or another ALEC, the number belongs to the ALEC
19 customer. Sometimes, however, BellSouth erroneously reassigns the number to a
20 new BellSouth line.

21 **Q. WHAT HAPPENS WHEN BELL SOUTH REASSIGNS A NUMBER**
22 **BELONGING TO AN AT&T CUSTOMER?**

23 A. When this happens, the AT&T customer receives calls from people who are
24 attempting to call the new BellSouth customer. This causes confusion and

1 inconvenience for the AT&T customer as well as the new BellSouth customer.
2 Exhibit DCB-8 outlines number reassignment problems that have affected several
3 of AT&T's customers.

4 **Q. DOES THE NUMBER REASSIGNMENT OCCUR SOON AFTER THE**
5 **CUSTOMER'S TRANSITION TO BELLSOUTH?**

6 A. No. This number reassignment problem can surface more than a year after the
7 number was ported. BellSouth's normal procedure when a customer discontinues
8 service is to place the number in a pool of numbers to be "aged" for one year
9 before it can be assigned to a new line. When BellSouth erroneously places an
10 ALEC customer's number in this pool, it postpones the manifestation of the
11 problem. The problem is like a time bomb waiting to explode and disrupt the
12 ALEC customer's business or residential telephone use. When the problem
13 occurs, customers blame it on their local service provider, the ALEC, even though
14 it is BellSouth's error.

15 **Q. DO BELLSOUTH CUSTOMERS EXPERIENCE NUMBER**
16 **REASSIGNMENT?**

17 A. This problem arises when a customer changes local service providers from
18 BellSouth to an ALEC and ports its number. BellSouth customers do not have
19 porting problems when they stay with BellSouth. This type of problem creates a
20 barrier that prevents ALECs from attracting and keeping customers.

1 **Q. HOW HAS AT&T ATTEMPTED TO REDUCE THE INCIDENCE OF**
2 **ERRONEOUS NUMBER REASSIGNMENT?**

3 A. There is no action that AT&T can take to reduce the incidence of number
4 reassignment, short of never porting a number from BellSouth.

5 **Q. PLEASE EXPLAIN WHAT IS A ZIP CONNECT OR “ODDBALL” CODE.**

6 A. BellSouth historically has assigned zip connect numbers, called “oddball” codes,
7 to certain BellSouth functions, such as retail support centers, network repair,
8 equipment repair, or testing. Zip connect numbers allow customers to use a
9 seven-digit telephone number for state-wide applications. Recently, BellSouth
10 has assigned such “oddball” codes to its retail customers.

11 **Q. WHAT PROBLEMS ARE ASSOCIATED WITH BELLSOUTH’S**
12 **ASSIGNMENT OF ODDBALL CODES TO RETAIL CUSTOMERS?**

13 A. There are two major problems with the assignment of oddball codes to BellSouth
14 retail customers. First, an ALEC’s local service customers cannot complete calls
15 to oddball codes unless the ALEC installs prohibitively expensive and duplicative
16 interconnection trunking to one BellSouth end office in each NPA in the LATA,
17 an inefficient result that is not required under the Act. Accordingly, ALEC local
18 service customers are unable to call BellSouth customers who have been assigned
19 these oddball codes. In addition, an ALEC local service customer who uses
20 BellSouth equipment is unable to contact BellSouth repair in the event of
21 equipment problems. AT&T has lost customers and others are threatening to
22 leave because they cannot complete calls to these numbers.

1 Second, oddball codes are internal to BellSouth and cannot be ported to ALECs.
2 This means that a BellSouth retail customer with an oddball code number would
3 have to change its number if it wanted to leave the incumbent local service
4 provider. Number portability is very important to customers. A customer with an
5 oddball code number that was considering changing local service providers could
6 be deterred from making the change because it would lose its established
7 telephone number. BellSouth's practice of assigning oddball codes to certain of
8 its retail customers therefore erects a barrier to competition for those customers.

9 **Q. CAN YOU EXPLAIN THE PROBLEMS AT&T CUSTOMERS HAVE**
10 **REGARDING DUPLICATE BILLING?**

11 A. Some AT&T customers continue to receive bills from BellSouth after they have
12 switched local service providers from BellSouth to AT&T and ported their
13 number. Exhibit DCB-5 contains examples of customer complaints for double
14 billing. In a number of instances, BellSouth continued to bill the customer for
15 months after the customer moved to AT&T. BellSouth compounds the problem
16 when the AT&T customer calls BellSouth to complain about the erroneous bill,
17 because BellSouth informs the customer that he is not a BellSouth customer and
18 advises him to call AT&T. When the customer contacts AT&T, however, AT&T
19 is unable to solve the problem, because it is BellSouth's problem. In most cases,
20 it takes the combined efforts of the customer and an AT&T customer
21 representative to convince BellSouth to discontinue billing.

1 **Q. HOW DOES THE DUPLICATE BILLING PROBLEM RELATE TO**
2 **NUMBER PORTABILITY?**

3 A. When AT&T sends an order to port a customer's telephone number, the process
4 that BellSouth engages should stop all billing associated with the telephone
5 number. The order for number portability not only sets up a change in routing, it
6 also initiates a process that should disconnect BellSouth service from the
7 customer's line, stop BellSouth billing, and change maintenance and repair
8 responsibility. AT&T is the new service provider for that telephone number and
9 will be billing the customer for the service. Accordingly, any billing associated
10 with the service from BellSouth is in error. Even though this is a problem created
11 by BellSouth, the customer calls AT&T to help fix the problem and some blame
12 is associated with AT&T for the problem.

13 **Q. WHAT IS A PARTIAL PORT?**

14 A. A partial port occurs when a customer chooses to migrate some, but not all, of its
15 lines to an ALEC. In that case, BellSouth ports only part of the customer's
16 service. For example, a business customer with ten lines might decide to try out
17 AT&T local service by having AT&T serve five of them.

18 **Q. WHAT PROBLEMS DOES BELLSOUTH HAVE WITH PARTIAL**
19 **PORTS?**

20 A. BellSouth has had difficulty porting a subset of a customer's numbers. This is
21 especially true if the main number, which BellSouth has used for billing, is ported
22 to an ALEC. BellSouth does not seem to be able to efficiently change the billing
23 telephone number for the customer. This can cause problems with the customer's

1 service on lines that stay with BellSouth. For example, if the customer wants to
2 change features or call in a trouble, BellSouth may not be able to handle the call.
3 This deficit in BellSouth's processes causes difficulty when the customer wants to
4 modify service to the lines that stay with BellSouth.

5 **Q. DOES THIS 'PARTIAL PORTING' PROBLEM AFFECT CUSTOMERS**
6 **WHO STAY WITH BELLSOUTH FOR THEIR LOCAL SERVICE?**

7 A. No. Once again, this problem only affects customers who have chosen to try out
8 service with an ALEC by allowing that ALEC to provide some of their local
9 service. When the customer experiences problems in this try out situation, the
10 customer may determine that it is too risky to proceed with allowing the ALEC to
11 become the customer's sole local services provider. The risk of suffering
12 complications with existing telephone service erects yet another barrier preventing
13 customers from leaving the incumbent local service provider and inhibiting
14 competition.

15 **Q. EXPLAIN WHAT YOU MEAN BY THE PHRASE "CALLING PARTY**
16 **INFORMATION."**

17 A. An important feature for some customers is the ability to have their name appear
18 on the caller identification boxes of recipients of their calls. This information
19 identifies the calling party. For example, a department store that contacts a
20 shopper wants the shopper to be able to identify the store as the caller. When that
21 department store changes local service providers from BellSouth to AT&T, the
22 department store should be able to keep the same telephone number and keep the
23 calling party information feature.

1 **Q. DOES BELLSOUTH'S SIGNALING SYSTEM 7 NETWORK PROVIDE**
2 **FOR CALLING PARTY IDENTIFICATION?**

3 A. No. The ability to be identified on a call recipient's caller identification box
4 depends upon the presence of ten-digit Global Title Translation ("GTT")
5 capabilities in the network carrying the call. BellSouth failed to implement ten-
6 digit GTT in the Signaling Transfer Points ("STP"s) in its Signaling System 7
7 ("SS7") network. Instead, BellSouth provided for only six-digit GTT, which can
8 identify the state or city where the call originated, but not the identity of the caller.
9 This is not a problem for customers whose local service is provided by BellSouth.
10 BellSouth dips their own Calling Name database and identifies the calling party.
11 However, when the customer changes his service to an ALEC and that ALEC
12 does not subscribe to BellSouth's Calling Name Database ("CNAM") service,
13 BellSouth, because it only dips six digits, can identify neither the calling party's
14 name nor his local service provider.

15 **Q. WHAT IMPACT DOES BELLSOUTH'S FAILURE TO IMPLEMENT**
16 **TEN-DIGIT GTT HAVE ON AT&T CUSTOMERS?**

17 A. If an ALEC subscribes to a database other than BellSouth's, that ALEC's
18 customers who port their numbers from BellSouth lose the ability to be identified
19 to call recipients who are BellSouth customers. If the department store that chose
20 AT&T as its local service provider telephones a customer or potential customer
21 who receives local service from BellSouth, the department store cannot be
22 identified on the call recipient's caller identification display.

1 **Q. HOW DO CUSTOMERS REACT TO THE LOSS OF CALLING PARTY**
2 **INFORMATION?**

3 A. AT&T has had complaints from customers throughout the BellSouth region
4 regarding this issue, and some customers have threatened to leave AT&T if the
5 problem was not fixed.

6 **Q. HOW DID BELLSOUTH RESPOND WHEN AT&T REQUESTED A FIX?**

7 A. When AT&T requested a fix, BellSouth offered the choice of an interim semi-
8 automated solution or a manual solution that would have required both companies
9 to resort to manual processes for each new AT&T customer. The interim semi-
10 automated solution would have cost AT&T over \$350,000 to implement, only to
11 throw it away when BellSouth fixes the real problem. Thus, the semi-automated
12 solution was not acceptable to AT&T at all, and the manual solution was not
13 acceptable except as a short-term solution. AT&T was forced to seek assistance
14 from a regulatory body to order BellSouth to promptly devise a permanent
15 solution. AT&T filed a complaint with the Tennessee Regulatory Authority that
16 led to a hearing on the issue.

17 **Q. WHAT RELIEF DID THE TENNESSEE REGULATORY AUTHORITY**
18 **PROVIDE TO AT&T?**

19 A. The Hearing Officer in the case found the following:

20 In conclusion, the Hearing Officer finds that: (1) the
21 number portability requirements found in the Telecom Act
22 and FCC rules as well as state statutes prohibiting anti-
23 competitive practices require BellSouth, as well as all other
24 local exchange carriers, to provide the network functions
25 necessary to deliver the caller's name to its subscribers
26 regardless of the caller's choice of carrier, and; (2) neither

1 six-digit GTT nor the interim solution of loading ALEC
2 numbers in BellSouth's CNAM database sufficiently
3 satisfy these number portability obligations, and: (3)
4 applicable number portability obligations do not mandate
5 the deployment of a specific technology such as ten-digit
6 GTT. For these reasons, BellSouth is ordered to make the
7 necessary network modifications to allow the calling
8 party's name to be delivered on all calls regardless of the
9 caller's local service provider. Such modifications shall be
10 in place no later than April 6, 2001.²⁵

11 The Hearing Officer concluded: "As detailed in this order, BellSouth clearly does
12 not comply with the legal mandates for providing number portability."²⁶

13 **Q. HAS THE FIX BEEN IMPLEMENTED IN FLORIDA?**

14 A. Not completely. Although BellSouth implemented the fix in South Florida in
15 May 2001, it will not be implemented in North Florida until November 2001.
16 Until then, AT&T and its North Florida customers will suffer adverse
17 consequences.

18 **Q. UNTIL THE FIX IS IMPLEMENTED, IS AT&T AT A COMPETITIVE**
19 **DISADVANTAGE?**

20 A. Absolutely. Before AT&T can use the interim manual workaround solution, it
21 would have to ask the potential customer if he wanted to continue having people
22 that receive calls from him to be able to see his name displayed with caller ID.
23 This would alert the customer that something is wrong with AT&T's service since
24 his name should always be displayed with caller ID. The permanent solution

²⁵ Initial Order of Hearing Officer, Before the Tennessee Regulatory Authority, Docket No. 00-00971, pp. 14-15.

²⁶ *Id.*

1 should fix this problem by making the feature work as it does for BellSouth
2 customers.

3 **Q. WHAT DOES THE PHRASE “SNAP BACK” MEAN?**

4 A. When a customer changes local service providers from BellSouth to an ALEC and
5 then immediately changes back to BellSouth, the rapid reversion to BellSouth-
6 provided service is known as a snap back. BellSouth reacquires the customer’s
7 number and provides service.

8 **Q. WHAT CAUSES SNAP BACKS?**

9 A. Snap backs generally occur because a customer changes his mind about switching
10 to the ALEC. Snap backs are much more prevalent among residential, rather than
11 business, customers. A less common reason for a snap back is an AT&T facility
12 problem that prevents provision of service to the customer in question, resulting in
13 the need to return the customer to BellSouth service.

14 **Q. DOES BELLSOUTH HAVE A PROCEDURE FOR PERFORMING SNAP**
15 **BACKS?**

16 A. No.

17 **Q. DO OTHER ILECS LACK A SNAP BACK PROCEDURE?**

18 A. No. BellSouth is the only ILEC without a snap back procedure.

19 **Q. WHAT IS THE IMPACT ON FLORIDA CUSTOMERS OF**
20 **BELLSOUTH’S FAILURE TO IMPLEMENT A SNAP BACK PROCESS?**

21 A. An efficient snap back process is often necessary to assure continuity of service.
22 BellSouth’s failure to provide reliable snap back causes customers in Florida and

1 other BellSouth states to risk loss of service in instances where the ALEC has
2 facility problems. Moreover, when a customer makes the choice to return to
3 BellSouth and is told it cannot do so immediately, the customer's needs are
4 frustrated. Customers understandably blame the ALEC.

5 **Q. WHAT IS THE IMPACT ON ALECS OF BELLSOUTH'S FAILURE TO**
6 **IMPLEMENT A SNAP BACK PROCESS?**

7 A. BellSouth's process failure impairs ALEC efforts to compete. Customers come to
8 know that when they switch to an ALEC it is all or nothing. If something goes
9 wrong they cannot immediately go back to BellSouth and may lose telephone
10 service. BellSouth's lack of a good process for snap back is anti-competitive.

11 **Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING**
12 **BELLSOUTH'S COMPLIANCE WITH ITS SECTION 271**
13 **OBLIGATIONS FOR HOT CUTS AND FOR OVERALL NUMBER**
14 **PORTABILITY**

15 A. While BellSouth claims that it is in compliance with its obligations under Section
16 271, the evidence reveals that BellSouth fails to meet the basic requirements for
17 hot cuts and LNP. AT&T's experiences and commercial usage of BellSouth's hot
18 cuts and number portability offerings demonstrate that BellSouth has not fully
19 implemented checklist items 2, 4 and 11 in a nondiscriminatory manner that
20 complies with the law. BellSouth has not met its burden to establish compliance
21 with these checklist items and therefore it cannot be permitted to provide
22 interLATA services under Section 271.

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

24 A. Yes.

RE: June 12, 2001, AT&T/BellSouth Executive Meeting
Page 1 of 3



Bernadette M. Seigler
District Manager
OSS Interconnection SR
WR/SR LSAM

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1200 Peachtree Street PROM I
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PAGER 888 858-7243 PIN 125159
bseigler@ems.att.com

June 29, 2001

Jan Flint
BellSouth Telecommunications
1960 West Exchange Place
Suite 200
Tucker, Georgia 30084

RE: June 12, 2001, AT&T/BellSouth Executive Meeting

Dear Jan:

The purpose of this letter is to document the discussion between AT&T and BellSouth at our monthly Executive Meeting on June 12, 2001.

At the meeting, BellSouth, represented by Jan Flint and Bob Bickerstaff alone as Jan Burriss was on vacation, committed to provide the following:

1. A written process for requesting Billing Account Numbers (BANs). This process should provide sufficient detail to understand both BellSouth's and AT&T's responsibilities, as well as the expected time frames for delivery of the BAN to AT&T.
2. A detailed explanation of the OLNS "enhancement" or fix that BellSouth will deliver on June 22, 2001 along with an outline as to what AT&T's customers should hear once BellSouth removes the current prompts which reference BellSouth. AT&T requested this information prior to the June 22nd BellSouth fix. On June 25, 2001 AT&T received a fax letter that listed what BellSouth provided with the June 22nd fix to OS & DA via OLNS for AT&T OCN 8392.
3. When the Account Team receives calls from AT&T Local Work Center personnel, BellSouth will redirect the caller back to LSAM as was requested by BellSouth and agreed to by AT&T.

RE: June 12, 2001, AT&T/BellSouth Executive Meeting
Page 2 of 3



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AT&T committed to the following:

1. A planning session will be scheduled to include AT&T Local Service and BellSouth SMEs to understand AT&T's plans and timeline for an UNE-P entry in North Carolina.
2. A planning session will be scheduled and/or information provided to discuss the North Point collocation acquisition.
3. Investigation into BellSouth's statements that other AT&T suppliers are not counting failures correctly.
4. Reminding all AT&T Local Work Center personnel to call LSAM for Local support, not the BellSouth Account team, as was requested by the BellSouth Account Team.

Also at this meeting AT&T's BellSouth Account Team informed AT&T that it is unable to respond to AT&T on local service issues that have been filed in any regulatory forum. Furthermore it was stated that the Account Team will listen to AT&T's concerns and take issues back to the appropriate persons within BellSouth, but cannot respond nor address our issues or concerns. The response from BellSouth to those issues or concerns brought to the attention of the Account Team would be provided to AT&T via the regulatory forum in which they were filed. Bob further explained that AT&T has two options: to bring the issues to the account team or bring the issues in the regulatory arena. As you stated, "It's your choice." Why the change in policy?

During the meeting, AT&T expressed its concern regarding this position. AT&T is concerned that BellSouth's policy removes the potential of solving local service issues in a timely business-to-business fashion. Additionally, this policy is likely to lead to more regulatory dockets and lengthens an already painfully slow process.

BellSouth further explained that any written responses sent to AT&T from the BellSouth Account Team, even operational or customer-affecting local service issues, must go through the BellSouth Legal External Review Team (ERT). We discussed, and you acknowledged, that this review will delay any responses sent to AT&T. Bob committed to work on improving the timeliness of the Account Team's turn-around on written responses to AT&T.

RE: June 12, 2001, AT&T/BellSouth Executive Meeting
Page 3 of 3



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We would like to see our joint ability to quickly address and resolve problems evolve and mature into a process that works well and quickly – more like we are able to accomplish most of the time in the access environment. AT&T is respectfully requesting that BellSouth change its position, so that our companies can work together in a more productive fashion that will benefit our customers.

Sincerely,

A handwritten signature in black ink that reads "Bernadette Seigler". The signature is written in a cursive, flowing style.

Bernadette Seigler

Cc: D. Berger – AT&T
B. Bickerstaff – BellSouth
J. Burriss - BellSouth
P. Nelson – AT&T
G. Terry – AT&T

Exhibit DCB-2
Hot Cuts Video

DN 08873-01

UPON REVIEW, THIS DOCUMENT WAS FOUND TO BE COPYRIGHT RESERVED.
FOR FURTHER INFORMATION, CONTACT THE OFFICE OF COMMISSION CLERK.

- ac

Exhibit DCB-2
Hot Cuts Video

(Depicting the Hot Cut Process)

Archived at the State Records Center



April 16, 2001

Leah Cooper, Esq.
BellSouth Telecommunications, Inc.
675 West Peachtree St.
43rd Floor
Atlanta, GA 30375

Re: Hot Cuts Language Implementation

Dear Leah:

As we discussed today in our negotiations meeting, it was AT&T's understanding that the Hot Cuts language for our interconnection agreement that was negotiated and finalized on January 31, 2001 is to go into effect as quickly as possible after that date. Your confirming call to me this afternoon indicates that BellSouth did not understand that the agreed upon process for Hot Cuts was to have been implemented immediately after the close of negotiations in January.

It's important to AT&T that the process be implemented by BellSouth as soon as possible. As a result, enclosed is a Memorandum of Understanding ("MOU") that outlines the terms and conditions for implementation of the Hot Cuts process. In addition to the terms and conditions for Hot Cuts, the MOU states the agreed upon hot cuts process is to be implemented in Mississippi as of the date your company signed our interconnection agreement that was recently filed with that state's public service commission and across the remaining eight of BellSouth's states as of May 15, 2001.

Thank you for your cooperation and assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Peacock".

Bill C. Peacock
Director - Interconnection Agreements
Local Services and Access Management

Cc: Michael Willis

April 16, 2001



Exhibit No. DCB-3
FPSC Docket No. 960786-TL
Page 2 of 15

MEMORANDUM OF UNDERSTANDING

This Agreement, which shall become effective as of the 15th day of May, 2001, is entered into by and between AT&T Communications of the Southern States, Inc. ("AT&T"), a New York corporation, and Teleport Communications Group ("TCG") (individually and collectively "AT&T") having an office at 1200 Peachtree Street, Atlanta, Georgia 30309, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its Affiliates.

The parties agree to implement the attached contract language regarding ordering and provisioning cutovers ("Hot Cuts") on the following terms:

1. Introduction

1.1 This Agreement between BellSouth and AT&T (individually, a "Party" and collectively, the "Parties") sets forth the terms, conditions and prices under which BellSouth agrees to provide to AT&T certain coordinated cutovers. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Network Elements, Combinations or services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or services provided by BellSouth or to any Network Elements, Combinations or services provided by AT&T itself or by any other Telecommunications Carrier. BellSouth will not discontinue any Interconnection, Network Element, Combination or service provided hereunder without the prior written agreement of AT&T.

2. Interpretation and Construction

2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.

2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require,

any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.

- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, AT&T or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

3. Effective Date

This Agreement becomes effective on May 15, 2001 as agreed to by the parties for BellSouth's entire nine (9) state region that includes Louisiana, Mississippi, Alabama, Florida, North Carolina, South Carolina, Tennessee, Georgia, and Kentucky.

4. Term of the Agreement

- 4.1 This Agreement shall remain in effect until such time as the Parties execute a new agreement upon an effective order by the respective Public Service Commission resolving the disputes at issue in the pending arbitration proceedings.
- 4.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

5. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the

proper implementation of this Agreement, either Party may petition the respective Public Service Commission ("PSC") for a resolution of the dispute; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the PSC, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the PSC concerning this Agreement. The Parties' agreement to refer all disputes to the PSC does not waive any position it may have pending in Arbitration.

6. **Change of Law**

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

7. **Amendments or Waivers**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

8. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

1.1 PROVISIONING AND COORDINATED CUTOVERS

1.1.1 Section ___ contains the initial coordination procedures that the Parties agree to follow when AT&T orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure ~~provided in Section _____ below.~~

1.1.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

1.1.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a SL2 local loop (as that term is defined in Section 1.1.3.1.3 below) provided by BellSouth to AT&T with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

1.1.1.3 AT&T shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

1.1.2 Ordering

1.1.2.1 AT&T shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. AT&T may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. AT&T shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 1.1.2.1.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 1.1.2.3 below and at the particular time specified on

the FOC, referred to in this Section as the "Frame Due Time." AT&T shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. AT&T will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 1.1.2.2 below.

- 1.1.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, AT&T shall rely on the time requested on the LSR.
- 1.1.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
 - 1.1.2.2.1 Monday – Friday: 8:00 a.m. – 5 :00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
 - 1.1.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
 - 1.1.2.2.3 The above hours are defined as the time of day where the work is being performed.
 - 1.1.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing AT&T support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
 - 1.1.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours as defined in Section 1.1.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.
 - 1.1.2.2.6 AT&T will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, AT&T will pay overtime charges subject to the provisions of Section ~~3.8.2.5~~ 1.1.2.2.5 above, where AT&T requests a time specific conversion which based on the completion intervals outlined in

Section ~~1.1.2.1~~ requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 1.1.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.

- 1.1.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T for the current view of the LSR.
- 1.1.2.2.8 BellSouth shall provide AT&T real-time, electronic access to its LFACS system in the pre-ordering phase to allow AT&T (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the Change Control Process Guidelines outlined in Attachment 7, Exhibit A, incorporated herein by this reference. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 1.1.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 1.1.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 1.1.2.2.8 above. Upon facility assignment validation by AT&T and upon receipt of AT&T's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an AT&T LSR is in conflict with BellSouth records. .
- 1.1.2.2.10 Both parties agree that post FOC clarifications should not occur, provided AT&T checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 1.1.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and AT&T will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism ~~outlined in Section _____ below.~~
- 1.1.2.2.11 BellSouth and AT&T will work cooperatively to ensure data base integrity is achieved between AT&T and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects,

proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T requests for cancellation of local service requests in a time frame that allows AT&T to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to AT&T in accordance with Section 1.1.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spread sheet. Once access to LFACS is provided to AT&T, in accordance with Section 1.1.2.2.8 above, AT&T agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.

- 1.1.2.2.12 BellSouth will provide AT&T with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and AT&T will work jointly to identify and resolve any discrepancies between BellSouth and AT&T databases containing the CFA assignments.
- 1.1.2.3 Firm Order Commitment ("FOC")
 - 1.1.2.3.1 Pursuant to Section 1.1.2.1 above, for purposes of this Section, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.
 - 1.1.2.3.2 For the initial LSR, BellSouth should not provide AT&T with either a request for clarification or a reject message after BellSouth provides AT&T a FOC, except as outlined in Section 1.1.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
 - 1.1.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 1.1.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 1.1.3 Provisioning
 - 1.1.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's

committed due date or OC-TS, as applicable, of providing service to AT&T.

- 1.1.3.1.1 Upon receipt of the FOC pursuant to Section 1.1.2.3.1, AT&T shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
- 1.1.3.1.2 Excluding facility shortages acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than 3 business days from the original requested date.
- 1.1.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) AT&T will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) AT&T will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and AT&T will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.
- 1.1.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to AT&T or AT&T's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 1.1.3.2 Upon receipt of the FOC, AT&T and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 1.1.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to AT&T, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
- 1.1.3.2.1.1 Pending Facilities Order ("PF") status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 1.1.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify AT&T as soon as the order is placed in PF status in accordance with Section 1.1.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide AT&T estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
- 1.1.3.2.2 AT&T shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to AT&T. In addition, an AT&T representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the AT&T agent is ready to receive and record information provided by BellSouth.
- 1.1.3.2.3 In the event BellSouth does not find dial tone on the AT&T side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify AT&T. AT&T shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the AT&T technician finds no trouble on the AT&T side when testing, AT&T will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an AT&T technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved

properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that AT&T will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 1.1.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

- 1.1.3.2.4 Troubles referred to AT&T as referenced in Section 1.1.3.2.3 above will be repaired by the AT&T technician, if necessary. Unless AT&T notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. AT&T agrees that BellSouth may rely on the lack of such notification to mean that AT&T believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. AT&T shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, AT&T dial tone is not detected on the BellSouth collocation pair and AT&T and BellSouth agree that the problem is due to AT&T and cannot be resolved within 15 minutes, AT&T will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If AT&T is unable to correct the repair within 15 minutes, AT&T may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan ~~as described in Section _____ below~~ will be applied.
- 1.1.3.3 AT&T will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.
- 1.1.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by AT&T for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at [24-48] notifying AT&T with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within 15 minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and

ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise AT&T that it will not. If BellSouth advises AT&T that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 1.1.3.1.3 above.

- 1.1.3.3.2 BellSouth will advise AT&T, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by AT&T.
- 1.1.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 1.1.3.4 Due Date Activities
- 1.1.3.4.1 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify AT&T dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the AT&T collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify AT&T dial tone and ensure the correct number is delivered to the BellSouth cable pair.
- 1.1.3.5 Activities After Hot Cut
- 1.1.3.5.1 The UNEC will then advise AT&T via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 1.1.3.2.2 above, and allow AT&T to accept or reject the service. BellSouth shall work cooperatively with AT&T to correct any problems associated with the conversion of the service which might result in AT&T's rejection of the service.
- 1.1.3.5.2 If BellSouth fails to contact AT&T after the hot cut and in accordance with the Cut Complete Call stated in Sections 1.3.5.1 and 1.1.3.2.2 above (number stated in the "ImpCon" Field of the AT&T LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 1.1.3.1.3 above.
- 1.1.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 1.1.3.5.1 above has been made:

- 1.1.3.5.3.1 If the call is received by AT&T prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;
- 1.1.3.5.3.2 If AT&T requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
- 1.1.3.5.3.3 If the call is received by AT&T after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;
- 1.1.3.5.3.4 If BellSouth does not receive verbal acceptance by AT&T pursuant to the above conditions, BellSouth will deem the conversion accepted by AT&T.
- 1.1.3.5.4 BellSouth and AT&T reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism, ~~as set forth in Section _____ below.~~
- 1.1.3.6 Loop Cut-Over Timing
 - 1.1.3.6.1 BellSouth shall complete the loop cut-over step and notify AT&T of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: ¹⁻¹⁰ loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.
 - 1.1.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.
 - 1.1.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than 30 will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
 - 1.1.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 1.1.3.6.1 above and notify AT&T of such completion in accordance with Section 1.1.3.2.1 above, AT&T may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

- 1.1.3.7 Completion Notice
- 1.1.3.7.1 BellSouth shall send AT&T completion notices when the LSRs are submitted electronically. If submitted manually, AT&T may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 1.1.4 New Loop Provisioning – “Loop Only”
 - 1.1.4.1 BellSouth will provision new loops at intervals outlined in the Products and Service Interval Guide.
 - 1.1.4.2 BellSouth will perform pre-service testing to ensure AT&T dial tone and telephone number is delivered to the BellSouth loop.
 - 1.1.4.3 If AT&T dial tone is not detected during pre-service testing, BellSouth will notify AT&T and will continue with the provisioning process assuming that AT&T will correct the problem prior to the due date.
 - 1.1.4.4 AT&T will deliver dial tone and telephone number to the AT&T collocation point 48 hours prior to the due date.
 - 1.1.4.5 BellSouth and AT&T will notify either party if the due date cannot be met for any reason.
 - 1.1.4.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
 - 1.1.4.7 BellSouth will deliver to the ordered location at the end users premises, loops as outline in TR 73600.
 - 1.1.4.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by AT&T to the NID. Testing requested by AT&T to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by AT&T and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.


WHEREAS, THE PARTIES HAVE MUTUALLY AGREED TO THE INTERIM STEPS SET FORTH ABOVE IN GOOD FAITH EFFORT TO CAUSE MINIMAL BUSINESS DISRUPTIONS,

NOW THEREFORE,

THE PARTIES ACKNOWLEDGE AND AGREE TO THIS MEMORANDUM OF UNDERSTANDING,

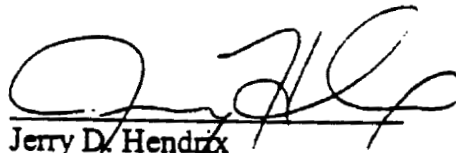
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING THROUGH THEIR AUTHORIZED REPRESENTATIVES.

AT&T COMMUNICATIONS OF
THE SOUTH CENTRAL STATES, INC.
AND TCG

By: 
Bill C. Peacock
Local Services and
Access Management

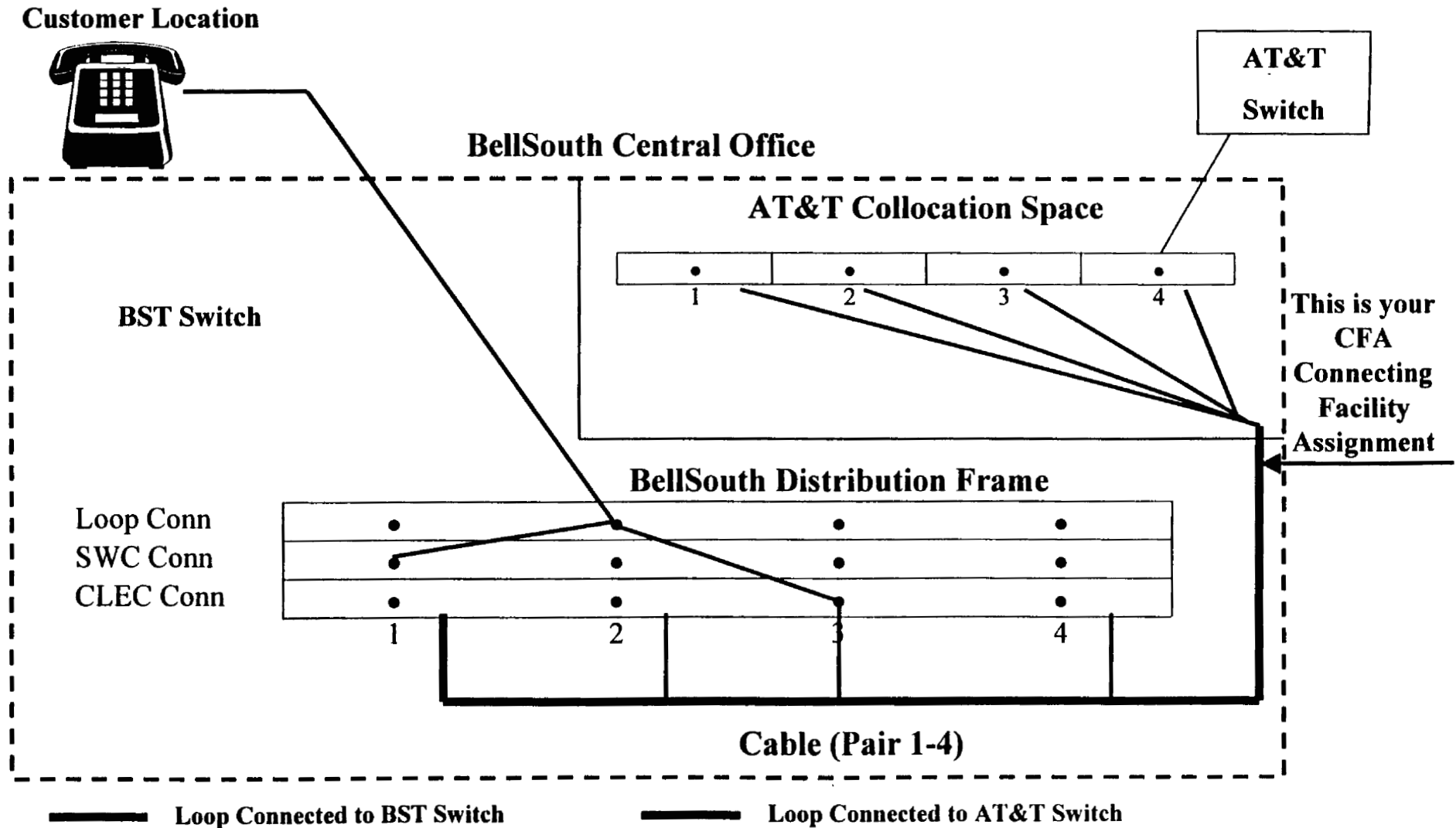
Date: 4/16/01

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: 
Jerry D. Hendrix
Executive Director
Wholesale Pricing Operations

Date: 5/8/01

Simple Connecting Facility Assignment CFA





Denise C. Berger
District Manager
Local Supplier Management

1200 Peachtree Street NE
Promenade I, 12th Floor
Atlanta, GA 30309
404 810-8644
FAX 404 810-8477
PAGER 500 258-0000 PIN 258955
EMAIL deberger@att.com

April 19, 2001

Ken Ainsworth
BellSouth Telecommunications
675 West Peachtree Street
Suite 27A80
Atlanta, Georgia 30375

RE: Coordinated Customer Conversion Proposal

Dear Ken:

The purpose of this letter is to respond to your letter dated March 23, 2001, and sent electronically on April 9, 2001, regarding BellSouth's coordinated customer conversion proposal.

AT&T agrees with your assessment of the two (2) resolved issues. Relative to third issue, BellSouth's proposal was in two parts:

1. The end of the cut time Timeliness measure will officially end with the completion notification call to the CLEC. BellSouth proposes that the time allowed for the cut duration be modified to add 5 minutes per order to incorporate the time required to make this call.
2. If IDLC is involved in the conversion order, BellSouth proposes that the specific time requested by the CLEC shall incorporate a 4-hour window to begin the conversion. Once the conversion begins the time allowed would be the standard 15-minute per loop interval plus 5 minutes per order for the CLEC notification. The 4-hour window will only apply if BellSouth notifies the CLEC of the IDLC order on the pre-due date coordination call.

AT&T will agree with BellSouth's first request above to add five (5) minutes per order to incorporate the time required to make the completion notification call, provided that the completion notification call signals the end of the coordinated conversion for measurement purposes. I will be glad to discuss the delays that BellSouth is experiencing in contacting the work center at your convenience. It is certainly not our intent to penalize BellSouth for a CLEC's failure to answer a call.

However, AT&T cannot support the 4-hour start window for IDLC conversions. First, BellSouth's self-reported performance over the last several months does not warrant such a change. The attached table entitled "Percent Provisioning Missed Appointments" indicates that, according to BellSouth's data, BellSouth's Percent of Missed Appointments on Dispatched UNE Design Loops has averaged less than 10% for the past several months, and averaged less than 5% for the first three months of 2001. Additionally, as indicated by the chart entitled "CCC Hot Cut Timeliness," BellSouth's claimed Hot Cut Timeliness performance has averaged over 90% On Time for the last three (3) months. This service quality measure tracks BellSouth's ability to start a hot cut on time. IDLC facilities are included in both of these measurements. BellSouth clearly does not need a four-hour window to begin the conversion for IDLC loops. Please note, however, that these results are based on BellSouth's self-reported results only and that AT&T has no way to confirm the accuracy of these results.

Additionally, AT&T has no way of determining whether a customer's facilities are on IDLC prior to the conversion. AT&T positions the coordinated conversion with the customer at the time of the sale. This four-hour window would require AT&T to contact the customer again and renege on the agreement made with that customer. Not only does this create doubt and confusion in the minds of our customers, it also creates additional work for our provisioning personnel, as well as for the BellSouth provisioning personnel.

Please let me know if we can finalize our agreement based on AT&T's position outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Terry", written in a cursive style.

cc: Greg Terry

Speed of Answer in Ordering Centers			
Month	LCSC	RSC	BSC
January	398 seconds	154 seconds	84 seconds
February	179 seconds	110 seconds	42 seconds
March	148 seconds	139 seconds	57 seconds
April	96 seconds	128 seconds	28 seconds
May	50 seconds	131 seconds	27 seconds

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Wednesday, January 24, 2001 10:45 AM
To: Jan.Burriss1@bridge.bellsouth.com
Cc: bob.bickerstaff@bridge.bellsouth.com
Subject: AT&T Ported DID Numbers for ADL/Number Reassignment



January 24, 2001

Jan Burriss
BellSouth Telecommunications, Inc.
1960 West Exchange Place
Suite 200
Tucker, Georgia 30084

RE: AT&T Ported DID Numbers for ADL/Number Reassignment

Jan:

As we discussed in our last Executive Meeting, AT&T continues to experience problems with BellSouth reassigning telephone numbers that were assigned to AT&T customers. Since the first of the year, we have had additional customers identified with number reassignment problems. AT&T's initial request was for BellSouth to proactively identify all AT&T DID numbers ported to BellSouth prior to December 1999. AT&T further requested BellSouth to dip into their databases and insure that the appropriate FID is placed on these numbers so that they cannot be reassigned to BellSouth customers. At the time, BellSouth indicated that no record was kept of numbers that were ported away from BellSouth. AT&T committed to explore whether such a list of numbers could be provided to BellSouth.

Attached is a list of all DID numbers ported from BellSouth to AT&T in support of our ADL customers.

<<AT&T Ported DID Numbers.xls>>

We are working on the development of a similar list for our Prime product customers and will deliver that as soon as possible.

I believe that this will give BellSouth a good start on the investigation of AT&T's ported numbers. I would like to get a status on the implementation of the project at our next Executive Meeting on January 31, 2001.

Sincerely,

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

cc: Bob Bickerstaff

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Friday, October 06, 2000 6:53 PM
To: Sandra.Jones5@bridge.bellsouth.com
Cc: Jan.Buriss1@bridge.bellsouth.com; bob.bickerstaff@bridge.bellsouth.com
Subject: Urgent Customer Problem

Exhibit No. DCB-7
 FPSC Docket No. 960786-TL
 Page 2 of 14

October 6, 2000

Sandra Jones
 BellSouth Telecommunications, Inc.
 2960 West Exchange Place
 Suite 200
 Tucker, Georgia 30084

RE: AT&T Numbers Being Reassigned

Sandra,

I have had a problem referred to me by our sales team and our work center for which I need your immediate attention and help.

AT&T is responsible for the following set of numbers, which were assigned to our customer, [REDACTED] in South Florida.

[REDACTED] to [REDACTED]
 [REDACTED] to [REDACTED]
 [REDACTED] to [REDACTED]

[REDACTED] is receiving calls from people who believe that they are dialing a residence number. One number that was identified by a caller was 561-881-3908. We have checked with our switch engineers and these numbers are in our database as ported from BellSouth to AT&T. It would appear that perhaps BellSouth may have a problem in their system which is causing the reassignment of numbers belonging to AT&T. This problem has just started recently but has the potential to be a major problem, as well as a major customer dissatisfier, if we do not act fast.

The following is a chronology of events to date:

- > Friday, September 29
 - > * AT&T received information that the customer was experiencing
 - > problems where Bell South had begun reassigning phone numbers that had
 - > ported to AT&T on August 13, 1999 (MIAP9904177-8).
 - * The AT&T work center spoke to Mildred Mitchell at Bell South, who informed AT&T that she would look into the problem.
- > Monday, October 2
 - > * AT&T again spoke to Mildred Mitchell, who indicated that she had
 - > located the original Bell South order that should have disconnected these
 - > numbers and shown them as ported out (CR1X7R70D). She indicated that at
 - > least MOST of the phone numbers were on this Bell order number. She
 - > indicated that Bell South recognizes their mistake, but it would take an
 - > additional day or two to correct the problem.
- > Wednesday, October 4
 - > * AT&T again spoke to Mildred, who stated that she was still working
 - > on resolving the issue.
- > Thursday, October 5
 - > * The customer reported that his numbers were continuing to be
 - > re-assigned by Bell South.
 - > * The customer had also been contacted by Gene Gorman, Residential
 - > Manager for Bell South. Mr. Gorman indicated that AT&T had sent an
 - > improperly written LSR for the original port, which was the root cause of
 - > this reassigning issue. AT&T does not believe this information to be
 - > accurate.

- * AT&T attempted to contact Mr. Gorman. However, he is out of the office until Monday, October 9. AT&T did leave a voice mail for him.
- * AT&T again called Mildred Mitchell, and left her a voice mail informing her of the continuing situation.

> Friday, October 6

- > * Mildred had left a voice mail for AT&T work center personnel, > indicating that Bell was "still working on it."
- * AT&T contacted Mildred again, and left her a voice mail requesting written documentation indicating the Bell South has acknowledged the problem and is correcting it. AT&T also informed Mildred of Mr. Gorman's claim. Mildred's message on her voice mail indicated that she had left for the day.

Sandra, this situation has been going on for a week and needs to be resolved immediately. Please call me on Monday morning, October 9, to review the BellSouth plan for resolution.

Sincerely,

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

cc: Greg Terry
Bob Bickerstaff
Jan Burriss

From: Berger, Denise C - NCAM
Sent: Monday, October 09, 2000 5:04 PM
To: Sandra.Jones5@bridge.bellsouth.com
Cc: Jan.Burriss1@bridge.bellsouth.com
Subject: [REDACTED]

Exhibit No. DCB-7
FPSC Docket No. 960786-TL
Page 4 of 14

Sandra,

I received an update via e-mail from our [REDACTED] customer. It seems that numbers continue to be assigned by BellSouth.

The numbers that have recently been affected are as follows:

[REDACTED]

Apparently, there is someone in BellSouth named Debbie Sweet who has been proactively fixing them after the customer identifies them. Of course, I am interested in fixing the problem for this customer, but I'm also interested in making certain that the whole problem is addressed so that other customers don't have to experience this issue.

Thanks, and I'll look forward to hearing from you tomorrow.

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Wednesday, October 25, 2000 12:15 PM
To: Sandra.Jones5@bridge.bellsouth.com
Cc: Bob.Bickerstaff@bridge.bellsouth.com; Jan.Burriss1@bridge.bellsouth.com; Terry, Gregory P (Greg) - NCAM; Leigh.Wilson@bridge.bellsouth.com
Subject: RE: [REDACTED]

Exhibit No. DCB-7
 FPSC Docket No. 960786-TL
 Page 5 of 14

Sandra,

Thanks for the message.

I've recently uncovered two additional customers who experienced the same problem. I am gathering the data and will forward to you as soon as possible. I'd like to insure that BellSouth has isolated the root of the problem and perhaps these additional instances can help.

Denise C. Berger
 District Manager-Local Supplier Performance
 404/810-8644 (Voice)
 404/810-8605 (Fax)
 800 258-0000, PIN #2589558 (Pager)
 deberger@att.com

-----Original Message-----

From: Sandra.Jones5@bridge.bellsouth.com
 [mailto:Sandra.Jones5@bridge.bellsouth.com]
Sent: Wednesday, October 25, 2000 8:47 AM
To: Berger, Denise C, NCAM
Cc: Bob.Bickerstaff@bridge.bellsouth.com;
 Jan.Burriss1@bridge.bellsouth.com; Terry, Gregory P (Greg), NCAM;
 Leigh.Wilson@bridge.bellsouth.com
Subject: [REDACTED]
Importance: High

Denise,

This memo is to confirm Leigh Ann Wilson's previous feedback to you that the telephone number assignment issues associated with [REDACTED] have been resolved.

We have now received feedback from the LCSC as to the cause of the initial problem. The BellSouth order process requires an identification code with ported telephone numbers that indicates in the BellSouth data bases that the numbers are assigned as ported and currently unavailable. In the case of Direct Inward Dialing (DID) service, each telephone number within the DID number block must carry the identification code. The service order for [REDACTED] failed to show the code on every number as required. This error was the result of a training gap within the LCSC. The service rep who processed this order was covered on the correct process. Further, all LCSC reps involved in processing this type of service were retrained on the correct order format.

We sincerely regret the inconvenience this caused AT&T and [REDACTED]

Sincerely,

Sandra Jones

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Friday, October 27, 2000 8:41 AM
To: Leigh.Wilson@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com
Subject: URGENT - [REDACTED]

Importance: High

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FPSC Docket No. 960786-
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Leigh Ann,
Sandra,

I received a message this morning from our Account Team assigned to [REDACTED]. The customer is now having problems with another number. That number is [REDACTED].

Please investigate ASAP. I'd appreciate knowing today what the problem is and that it has been fixed. I'd also like to understand why, since BellSouth put a hold on all this customer's numbers, we would continue to have a problem.

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Leigh.Wilson@bridge.bellsouth.com
Sent: Monday, October 30, 2000 9:54 AM
To: Berger, Denise C - NCAM
Cc: Sandra.Jones5@bridge.bellsouth.com; Leigh.Wilson@bridge.bellsouth.com
Subject: URGENT - [REDACTED]

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FPSC Docket No. 960786-TL
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Denise,

Per my voice message Friday, the LCSC has investigated [REDACTED] and found the following:

All databases do indicate the number as ported to prevent reassignment. There are no translations in BellSouth's switch for this number.

These findings appear to indicate that the problems [REDACTED] is experiencing may be maintenance problems. My recommendation is to pursue resolution through AT&T and BellSouth maintenance channels as appropriate.

If you need further involvement from the Account Team, please give me a call.

Leigh Ann

=>Leigh Ann,
=>Sandra,
=>
=>I received a message this morning from our Account Team assigned to [REDACTED]
=>[REDACTED]. The customer is now having problems with another number. That
=>number is [REDACTED]
=>
=>Please investigate ASAP. I'd appreciate knowing today what the problem
is
=>and that it has been fixed. I'd also like to understand why, since
=>BellSouth put a hold on all this customer's numbers, we would continue to
=>have a problem.
=>
=>Denise C. Berger
=>District Manager-Local Supplier Performance
=>404/810-8644 (Voice)
=>404/810-8605 (Fax)
=>800 258-0000, PIN #2589558 (Pager)
=>deberger@att.com
=>
=>

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Monday, October 30, 2000 11:16 AM
To: Jan.Burriss1@bridge.bellsouth.com
Cc: bob.bickerstaff@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com; Leigh.Wilson@bridge.bellsouth.com
Subject: BellSouth Reassigning AT&T Ported Numbers
Importance: High

Exhibit No. DCB-7
FPSC Docket No. 960786-T
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October 30, 2000

Jan Burriss
BellSouth Telecommunications, Inc.
1960 West Exchange Place
Suite 200
Tucker, Georgia 30084

RE: BellSouth Reassigning AT&T Ported Numbers

Dear Jan:

The purpose of this letter is to inform BellSouth that AT&T is still experiencing problems with BellSouth reassigning AT&T ported numbers. I am also asking for your assistance in insuring that BellSouth immediately put in place the necessary measures to

1. Identify affected AT&T customers
2. Provide immediate remedy to those customers
3. Implement a solution that will prevent this from happening in the future

[REDACTED] in [REDACTED], Florida, the first AT&T customer who experienced this, has been remedied. According to the memo I received last week from Sandra Jones, BellSouth discovered that the BellSouth order process requires an identification code with ported telephone numbers that indicates in the BellSouth databases that the numbers are assigned as ported and currently unavailable. In the case of Direct Inward Dialing (DID) service, each telephone number within the DID number block must carry the identification code. I now have three other customers affected by the same problem, two in Florida and one in Georgia.

1. [REDACTED], Georgia, [REDACTED]

This customer originally ported to AT&T in August of 1999. The blocks of numbers assigned to [REDACTED] is from [REDACTED] through [REDACTED]. Numbers in this block are being reassigned by BellSouth to residence and small business customers. Numbers identified as reassigned to date are [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]. There may be others. [REDACTED], [REDACTED], and [REDACTED] were reassigned to BellSouth's customer, [REDACTED]. The trouble was called in to the AT&T Maintenance Center and a ticket was opened. The AT&T Maintenance Center tried to call in a ticket to the BellSouth Maintenance Center, but was referred to the Account Team instead.

2. [REDACTED]

I'm still gathering information on this customer's situation. The only number I've identified at present as having a problem is [REDACTED].

I have a third customer identified and as soon as I get information, I will forward it to you.

Please confirm to me when I can expect [REDACTED] problem to be resolved. As you might suspect, this customer is livid. Additionally, since this customer is requesting a letter from AT&T insuring him that his numbers belong to him and that he won't have this type of problem again, I am requesting a letter from BellSouth stating that this problem is resolved. I also expect resolution, not only for these identified customers, but in BellSouth's systems and processes in general.

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Monday, January 15, 2001 5:41 PM
To: Sandra.Jones5@bridge.bellsouth.com
Subject: BellSouth's Number Reassignment ([REDACTED])

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Sandra,

Another problem with [REDACTED]. Don't quite know what's going on with this one. Would you check it out?

The customer's telephone number in question is [REDACTED]. When the number is dialed from outside of the company's system, it rings open, but not at the extension noted. WHERE is the call going?

If the call is originated inside [REDACTED], the call rings on the appropriate extension.

The customer has run all diagnostics internally and has not uncovered any equipment problems.

Please let me know what you discover and what we might do to remedy the problem.

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Monday, March 12, 2001 6:38 PM
To: Sandra.Jones5@bridge.bellsouth.com
Cc: Jan.Burriss1@bridge.bellsouth.com; bob.bickerstaff@bridge.bellsouth.com
Subject: [REDACTED]

Follow Up Flag: Follow up
Due By: Monday, March 19, 2001 1:00 PM
Flag Status: Flagged

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Page 11 of 14

Sandra,

Received your voice mail message regarding the latest problem with [REDACTED]. I understand from your message that this was not another number reassignment problem.

To restate the customer's problem: Telephone number [REDACTED] was ringing open when called by a BellSouth local customer. The number was not ringing at [REDACTED]. Telephone number [REDACTED] had a different problem. It should be noted that this problem had a number reassignment problem before. [REDACTED] received calls from a BellSouth local customer (numbers [REDACTED] and [REDACTED]) stating that she was getting calls at 3:00 and 4:00 AM and that the [REDACTED] number was appearing on her Caller ID box.

I appreciate your working to isolate and clear the problem, but I'd like a little more information.

You stated that the problem was a missing FID. Was this the problem on both numbers?

A missing FID was determined to be the cause of the original number reassignment. At that time, BellSouth checked the FIDs on all of [REDACTED] DID numbers. Was this a different FID problem and why was it not uncovered in the original examination of all numbers? Is there a possibility that other numbers could have this new FID problem?

Why does this particular customer seem to have recurring problems?

I'll look forward to your response by Monday, March 19.

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Wednesday, November 22, 2000 11:06 AM
To: Jan.Flint@bridge.bellsouth.com
Cc: IMCEAFAX-Jan+20Burniss+40+28770+29+20491-9173@att.com; Sandra.Jones5@bridge.bellsouth.com
Subject: Another Number Reassignment

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FPSC Docket No. 960786-TL
Page 12 of 14

November 22, 2000

Jan Flint
BellSouth Telecommunications
1960 West Exchange Place
Suite 200
Tucker, Georgia 30084

RE: [REDACTED]

Dear Jan:

This message will confirm our conversation earlier this morning.

We've had another complaint of customer's having numbers reassigned by BellSouth. [REDACTED] TN [REDACTED] was ported to AT&T on July 20, 1999. Yesterday, calls for this customer started terminating at a BellSouth residence customer. The BellSouth customer stated that he had recently been assigned the number by BellSouth.

Please insure that this customer's problem is resolved today. As we discussed, if it is not resolved today, then the AT&T customer will likely be service impaired through the holiday weekend. I will look to have status from you as to the expected resolution by noon today.

Thanks,

Denise C. Berger
District Manager-Local Supplier Performance
404/810-8644 (Voice)
404/810-8605 (Fax)
800 258-0000, PIN #2589558 (Pager)
deberger@att.com

Burns, Tonya M - LGA

From: Berger, Denise C - NCAM
Sent: Monday, November 20, 2000 4:27 PM
To: Jan.Burriss1@bridge.bellsouth.com
Cc: bob.bickerstaff@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com;
 Leigh.Wilson@bridge.bellsouth.com
Subject: RE: BellSouth Reassigning AT&T Ported Numbers

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 Page 13 of 14

Jan,

As indicated in my letter below, I need a letter from BellSouth specific to [REDACTED]. He wants assurances that his numbers belong to him and that he won't have this type of problem again. Please advise when I can expect such a letter.

Denise C. Berger
 District Manager-Local Supplier Performance
 404/810-8644 (Voice)
 404/810-8605 (Fax)
 800 258-0000, PIN #2589558 (Pager)
 deberger@att.com

> -----Original Message-----
 > From: Berger, Denise C, NCAM
 > Sent: Monday, October 30, 2000 11:16 AM
 > To: BST-Jan Burriss (E-mail)
 > Cc: BST-Bob Bickerstaff (E-mail); BST-Sandra Jones (E-mail); BST-Leigh
 > Ann Wilson (E-mail)
 > Subject: BellSouth Reassigning AT&T Ported Numbers
 > Importance: High
 >
 > October 30, 2000
 >
 >
 > Jan Burriss
 > BellSouth Telecommunications, Inc.
 > 1960 West Exchange Place
 > Suite 200
 > Tucker, Georgia 30084
 >
 > RE: BellSouth Reassigning AT&T Ported Numbers
 >
 > Dear Jan:
 >
 > The purpose of this letter is to inform BellSouth that AT&T is still
 > experiencing problems with BellSouth reassigning AT&T ported numbers. I
 > am also asking for your assistance in insuring that BellSouth immediately
 > put in place the necessary measures to
 >
 > 1. Identify affected AT&T customers
 > 2. Provide immediate remedy to those customers
 > 3. Implement a solution that will prevent this from happening
 > in the future
 >
 > [REDACTED] the first AT&T customer who
 > experienced this, has been remedied. According to the memo I received
 > last week from Sandra Jones, BellSouth discovered that the BellSouth order
 > process requires an identification code with ported telephone numbers that
 > indicates in the BellSouth databases that the numbers are assigned as
 > ported and currently unavailable. In the case of Direct Inward Dialing
 > (DID) service, each telephone number within the DID number block must
 > carry the identification code. I now have three other customers affected
 > by the same problem, two in Florida and one in Georgia.
 >
 > 1. [REDACTED]
 > [REDACTED]
 >

> This customer originally ported to AT&T in August of 1999.
> The blocks
> of numbers assigned to [REDACTED] is from [REDACTED] through
> [REDACTED]
> Numbers in this block are being reassigned by BellSouth to
> residence and
> small business customers. Numbers identified as reassigned
> to date are
> [REDACTED]
> [REDACTED]
> [REDACTED] There may be
> others.
> [REDACTED] and [REDACTED] were reassigned to BellSouth's
> customer, [REDACTED].
> [REDACTED]. The trouble was called in to the AT&T
> Maintenance Center
> and a ticket was opened. The AT&T Maintenance Center tried
> to call in a
> ticket to the BellSouth Maintenance Center, but was referred
> to the Account
> Team instead.
>
> 2. [REDACTED]
>
> I'm still gathering information on this customer's
> situation. The only number
> I've identified at present as having a problem is
> [REDACTED]
>
> I have a third customer identified and as soon as I get information, I
> will forward it to you.
>
> Please confirm to me when I can expect [REDACTED] problem to be resolved.
> As you might suspect, this customer is livid. Additionally, since this
> customer is requesting a letter from AT&T insuring him that his numbers
> belong to him and that he won't have this type of problem again, I am
> requesting a letter from BellSouth stating that this problem is resolved.
> I also expect resolution, not only for these identified customers, but in
> BellSouth's systems and processes in general.
>
> Denise C. Berger
> District Manager-Local Supplier Performance
> 404/810-8644 (Voice)
> 404/810-8605 (Fax)
> 800 258-0000, PIN #2589558 (Pager)
> deberger@att.com
>



Denise C. Berger
District Manager
Local Supplier Management

1200 Peachtree Street, NE
Promenade I, 12th Floor
Atlanta, GA 30309
404 810-8644
FAX 404 810-8477
PAGER 800 258-0000 PIN 253 055
EMAIL deberger@att.com

August 7, 2000

VIA FACSIMILE: 770-491-9173
& VIA REGULAR U.S. MAIL

Ms. Jan Burriss
BellSouth Interconnection Services
Suite 200
1960 West Exchange Place
Tucker, GA 30084

RE: Duplicate Billing Problems

Dear Jan:

The purpose of this letter is to ask for your assistance in solving a problem with duplicate billing that AT&T and its customers have been experiencing for over a year.

We have referred several isolated instances of these duplicate billing issues to the account team in the past. The answer we have always gotten from the Account Team is that each instance was "isolated" or that it was "rep error." However, the AT&T Account Team supporting the Pep Boys account has recently informed us that of the approximately 100 Pep Boys locations that have transitioned from BellSouth to AT&T, 42 of them continue to get BellSouth retail bills for the same service. As far as we can tell, BellSouth fails to work the post port disconnect order through all of their systems, resulting in the customer's continuing to receive the BellSouth bills. This causes tremendous customer dissatisfaction. Additionally, it inhibits AT&T's ability to compete. Although this is a BellSouth problem, presented on a BellSouth retail bill, the customer perceives the problem to be caused by AT&T, since he never had the problem when he was a BellSouth customer. Further, based on AT&T's experience, customers will withhold payment from AT&T and BellSouth until the problem is resolved. There have even been instances of BellSouth's billing office turning customers over to a collection agency before fixing the problem.

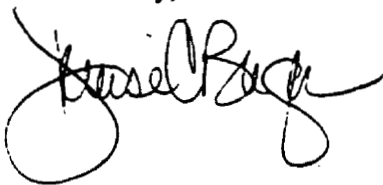
RE: Duplicate Billing Problems
Page 2

Additionally, AT&T resources are required to help the customer get the issue resolved. AT&T has had no choice but to adjust its "first bill validation" process to include verification of the telephone numbers and lines that were disconnected from their BellSouth bill. If a problem is found, AT&T's care center will attempt to work the issue back to the BellSouth LCSC. If, however, BellSouth's LCSC has been unwilling to resolve the customer's BellSouth billing issue with AT&T if its records show that the order is complete and the numbers ported in NPAC. This leaves AT&T with no means to resolve the customer's problems with BellSouth.

Many customers have attempted to resolve the issue directly with BellSouth, since technically it is an issue between the customer and BellSouth. When customers call the BellSouth retail business office to inquire about the billing, BellSouth refers the customer back to AT&T. The reason given to the customer is that AT&T must resolve the problem, since AT&T is acting as the customer's agent. AT&T must then orchestrate a call with all parties to explain the situation and get the issue resolved.

It appears that BellSouth has neither a clearly defined internal process for insuring that all orders are worked within the BellSouth systems nor a responsible party designated to resolve these duplicate billing issues. AT&T has not yet found a way to insure the billing has stopped from BellSouth beyond continuing to ask the customer to examine their BellSouth bill. Please advise me of BellSouth's plans to examine the internal ordering and completion processes. I would also like to understand BellSouth's plan to isolate and repair the associated process gaps. Finally, I will expect escalation names and contact information for the appropriate BellSouth representatives for ongoing resolution that can be used by our Customer Care centers. Your response by August 18, 2000, will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Terry". The signature is stylized with large loops and a long horizontal stroke at the end.

cc: Greg Terry

Lane, Kacie

From: Magby, Tami
Sent: Saturday, May 19, 2001 4:51 PM
To: Lane, Kacie
Cc: Holmes, Sandra
Subject: double billing and 1 out of three #'s not ported

Importance: High

this customer was scheduled for service 4/3 and she requested 3 #'s be ported . well only 2 of the three were ported. [REDACTED] was not. [REDACTED] were both ported. the customer has a problem with bellsouth and billing and she wants this matter resolved asap. Kacie please help with getting this double billing issue resolved. also check the status of [REDACTED] to see why this tn was not ported. thanks Kacie

Lane, Kacie

From: Wyatt, Apryl
Sent: Thursday, May 10, 2001 11:28 AM
To: Lane, Kacie
Subject: double billed

[REDACTED] Customer name and phone number

customer is still rcving bill from bell. The bill date is 05/01 thru 05/31..They have not disco service
acct# [REDACTED]
thanks

Apryl Wyatt
Telephony Dept.
APWYATT@BRQADBAND.ATT.COM
770-559-2000