

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786A-TL

In the Matter of

CONSIDERATION OF BELLSOUTH
TELECOMMUNICATIONS, INC.'S ENTRY
INTO INTERLATA SERVICES PURSUANT
TO SECTION 271 OF THE FEDERAL TELE-
COMMUNICATIONS ACT OF 1996.

ELECTRONIC VERSIONS OF THIS TRANSCRIPT ARE
A CONVENIENCE COPY ONLY AND ARE NOT
THE OFFICIAL TRANSCRIPT OF THE HEARING,
THE .PDF VERSION INCLUDES PREFILED TESTIMONY.

VOLUME 5

Pages 547 through 739

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN E. LEON JACOBS, JR.
COMMISSIONER J. TERRY DEASON
COMMISSIONER LILA A. JABER
COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI

DATE: Friday, October 12, 2001

TIME: Commenced at 8:30 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: TRICIA DeMARTE
Official FPSC Reporter
(850) 413-6726

APPEARANCES: (As heretofore noted.)

DOCUMENT NUMBER-DATE

FLORIDA PUBLIC SERVICE COMMISSION

13051 OCT 15 01

FPSC-COMMISSION CLERK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESSES

NAME:	PAGE NO.
KENNETH L. AINSWORTH	
Direct Examination by Ms. Foshee	550
Prefiled Revised Surrebuttal	
Testimony Inserted	552
Cross Examination by Ms. Azorsky	566
Cross Examination by Mr. Campen	583
Redirect Examination by Ms. Foshee	593
WILEY (JERRY) G. LATHAM	
Direct Examination by Mr. Edenfield	595
Prefiled Revised Direct Testimony	
Inserted	597
Cross Examination by Mr. Melson	617
Cross Examination by Mr. Campen	618
Cross Examination by Ms. Gordon-Kaufman	620
THOMAS G. WILLIAMS	
Direct Examination by Ms. Foshee	623
Prefiled Revised Direct Testimony	
Inserted	626
Prefiled Surrebuttal Testimony	
Inserted	642
Cross Examination by Ms. Ockleberry	673
Cross Examination by Ms. McNulty	688
Cross Examination by Mr. Feil	697
Cross Examination by Mr. McGlothlin	708
Cross Examination by Mr. Klein	712
Cross Examination by Ms. Keating	719
Redirect Examination by Ms. Foshee	735
CERTIFICATE OF REPORTER	739

		EXHIBITS		
	NUMBER:		ID.	ADMTD.
1				
2				
3	21	8/29/01 Letter to Denise Berger from Jan Burriss	570	595
4				
5	22	9/24/01 Letter to Denise Berger from Jan Burriss	572	595
6				
7	23	WGL-1 through WGL-5	596	622
8				
9	24	TGW-1 through TGW-25	625	737
10				
11	25	Excerpt of Docket No. 000731-TP	687	737
12				
13	26	(Late-Filed) BellSouth Letter/Notice to Customers Regarding Provision of ADSL Service	722	
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

P R O C E E D I N G S

(Transcript follows in sequence from Volume 4.)

CHAIRMAN JACOBS: Good morning. Hi again. It seems like we were just here.

Your next witness.

MS. FOSHEE: Thank you, Mr. Chairman. I believe on the prehearing order Mr. Pate is next, but BellSouth has withdrawn his testimony. So the next witness that BellSouth will call is Mr. Ken Ainsworth.

CHAIRMAN JACOBS: Very well.

KENNETH L. AINSWORTH

was called as a witness on behalf of BellSouth Telecommunications, Inc., and, having been duly sworn, testified as follows:

D I R E C T E X A M I N A T I O N

BY MS. FOSHEE:

Q Can you please confirm for the Commission that you have been sworn.

A Yes, I have been sworn.

Q Please state your name and your business address for the record.

A My name is Ken L. Ainsworth. My business address is 675 West Peachtree Street, Atlanta, Georgia.

Q Mr. Ainsworth, what is your position at BellSouth?

A I'm a director in interconnection operations.

1 Q Mr. Ainsworth, did you cause to be prefiled in this
2 proceeding 12 pages of revised surrebuttal testimony?

3 A Yes, that's correct.

4 Q Was your testimony -- was your surrebuttal testimony
5 further modified by the letter BellSouth filed with this
6 Commission on October 8?

7 A Yes, that's also correct.

8 Q Do you have any changes or corrections to your
9 revised surrebuttal today in addition to those modifications?

10 A I only have one correction, and that's on Page 1,
11 Line 18. Strike that line and the response where the answer
12 should be "no."

13 Q Thank you. With those changes and corrections, if I
14 were to ask you the questions contained in your prefiled
15 testimony today from the stand, would your answers be the same?

16 A Yes, they would.

17 MS. FOSHEE: Mr. Chairman, I would ask that
18 Mr. Ainsworth's prefiled surrebuttal testimony be moved into
19 the record as if read from the stand subject to
20 cross-examination.

21 CHAIRMAN JACOBS: Without objection, show
22 Mr. Ainsworth's testimony is entered into the record as though
23 read.

24 MS. FOSHEE: Thank you.

25

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
2 **REVISED** SURREBUTTAL TESTIMONY OF KEN L. AINSWORTH
3 ON BEHALF OF
4 BELLSOUTH TELECOMMUNICATIONS, INC.
5 DOCKET NO. 960786A-TL
6 OCTOBER 3, 2001
7
8

9 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION
10 WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").
11

12 A. My name is Ken L. Ainsworth. My business address is 675 W. Peachtree Street,
13 Atlanta, Georgia 30305. I am a Director - Interconnection Operations for
14 BellSouth. I have served in my present position since December 1997.
15

16 Q. DID YOU PREVIOUSLY FILE TESTIMONY IN THIS PROCEEDING?
17

18 A. ~~Yes. I have previously filed direct testimony in this proceeding on May 31, 2001.~~
19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?
21

22 A. The purpose of my surrebuttal testimony is to respond to the testimony and
23 Affidavits filed by various parties in response to BellSouth's May 22, 2001 filing.
24
25

1 Q. PLEASE RESPOND TO AT&T'S TESTIMONY DEALING WITH
2 REASSIGNMENT OF TELEPHONE NUMBERS.

3
4 A. Ms. Denise Berger of AT&T (pgs. 32-33) alleges that BellSouth has a chronic
5 number reassignment problem. BellSouth has previously identified two issues that
6 caused a problem with duplicate assignment of ported telephone numbers. The first
7 issue was identified in 1999. BellSouth determined that when orders were issued
8 without a certain field identifier ("FID"), the number would not indicate a ported
9 designation in BellSouth's number assignment database. This could allow for a
10 number reassignment. In December of 1999, BellSouth implemented an edit in the
11 order negotiations systems, to ensure that the appropriate FIDs were included on
12 the ported out order, thus preventing the erroneous duplication of number
13 assignments. At the same time, a review of BellSouth's embedded base of
14 telephone numbers was conducted to ensure errors that may have occurred prior to
15 the implementation of the edit were corrected.

16
17 The second issue surfaced in the last quarter of 2000. Reports of telephone
18 numbers being reassigned again surfaced. After researching the problem,
19 BellSouth determined that due to a software upgrade that a ported block of DID
20 numbers would only mark the lead number as ported in the number database. A
21 software solution currently is being pursued to resolve this issue. BellSouth
22 implemented an interim manual solution in January 2001 to correct this problem.
23 The manual workarounds will continue to ensure all future port out activity will be
24 properly marked in BellSouth's number assignment database to prevent duplicate
25 assignment of numbers.

1 Additionally, BellSouth began working with AT&T and all Alternative Local
2 Exchange Carriers (“ALECs”) to verify all numbers that had been ported since
3 January 2000. A manual verification and correction, if necessary, was performed
4 on all numbers affected by this issue. The review and correction for AT&T was
5 completed on May 23, 2001. In summary, BellSouth believes that these problems
6 have been identified and corrected.

7

8 Q. PLEASE EXPLAIN THE PROBLEMS AT&T CUSTOMERS HAVE
9 REGARDING DUPLICATE BILLING.

10

11 A. AT&T witnesses, Ms. Berger (pgs. 35-36) and Ms. Wheeler (pg. 11), raise issues
12 dealing with duplicate billing of AT&T customers after they have switched local
13 providers. Duplicate billing does, on occasion, occur. However, the source of the
14 problem can be caused by the ALEC or by BellSouth. For example, Ms. Berger
15 failed to mention that there could be duplicate billing for disconnects processed
16 during a current billing period, where the ALEC does not transfer all of the end user
17 services or in situations where the ALEC does not properly complete the porting of
18 all telephone numbers associated with their Local Service Request (“LSR”). The
19 issuance of a final bill will be a duplicate that is necessary to close the account from
20 BellSouth's records. If the ALEC does not transfer all of the end-users' services
21 then BellSouth will continue to bill for the remaining services provided by
22 BellSouth and duplicate billing will occur. The improper number porting by the
23 ALEC will not allow the order to be processed and billing will continue until the
24 porting discrepancy is resolved.

25

1 BellSouth has worked within the various collaboratives to investigate and resolve,
2 where necessary, these types of issues. Where duplicate billing issues do occur, the
3 proper process is for the ALEC to contact the Billing Resolution Group who will
4 investigate any individual issues and work with the ALEC to resolve it in an
5 expeditious manner.

6

7 Q. PLEASE ADDRESS THE PARTIAL PORT ISSUE.

8

9 A. Ms. Berger's allegation (pgs. 36-37) that BellSouth does not have the ability to
10 efficiently handle the partial porting of a customer's service from BellSouth to
11 another ALEC is simply not the case. BellSouth has detailed processes and
12 procedures for provisioning a partial port of a customer's service. The process can
13 be found in the BellSouth Business Rules located on the Internet at
14 <http://www.interconnection.bellsouth.com/guides/html/leo.html> (see Section 2.4 of
15 the General Local Service Ordering Information for Partial Migration).

16

17 Ms. Berger did not provide any specific examples in support of her allegations;
18 thus, BellSouth cannot specifically address her concerns other than to say that
19 BellSouth successfully conducts partial migrations for ALECs without any
20 interruption to the end user's service every day.

21

22 I would also point out that to effectuate an efficient partial migration of service,
23 ALECs have responsibilities. As an example, ALECs must provide the main
24 billing account number that will be porting on the LSR. Additionally, the ALEC
25 must obtain from the end user the new billing telephone number ("TN") that will

1 remain with BellSouth. An ALEC's failure to adhere to the proper processes will
2 impact the efficiency of the partial port process.

3

4 Q. PLEASE RESPOND TO WHAT MS. BERGER REFERS TO AS A "SNAP
5 BACK".

6

7 A. Ms. Berger's discussion of "snap back" (pgs. 41-42) references a scenario in which
8 AT&T would like for BellSouth to return a customer to BellSouth after they have
9 been ported to AT&T. If AT&T requests that the number port order be canceled
10 prior to porting, the order will be canceled. AT&T is in control of when the
11 number is ported. BellSouth does not perform the activation of the number port.
12 Once AT&T has ported a customer's number in NPAC, the order is completed and
13 BellSouth requires that an order be issued to port the customer back to BellSouth.
14 BellSouth has to assume that when an order is received and a Firm Order
15 Confirmation ("FOC") is issued, AT&T intends for that order to be worked. If
16 AT&T discovers that either the customer has changed their mind or that AT&T has
17 problems that will not allow them to provide service to the customer, AT&T should
18 notify BellSouth of this prior to the scheduled date for the port and AT&T should
19 not perform the number port activation. After AT&T has ported the number,
20 BellSouth would expect a service order from the customer if they wish to return to
21 BellSouth.

22

23 Q. DO YOU BELIEVE THAT BELL SOUTH IS CAUSING A NEGATIVE IMPACT
24 ON CUSTOMERS IN THIS SITUATION?

25

1 A. No. AT&T is in complete control of the number port activation process. AT&T
2 also has the opportunity to perform line test prior to port activation. This should
3 negate the need for post-port issues and snap backs. Also snap backs without
4 establishing valid orders would increase the opportunity for additional negative
5 customer impacts. BellSouth's process is to work with the ALEC to resolve any
6 post port issue as expeditiously as possible. This process minimizes service
7 impacts, additional customer inconvenience and the need for unnecessary rework.

8

9 Q. PLEASE RESPOND TO THE ALLEGATIONS OF ACCESS INTEGRATED
10 CONCERNING INSTANCES OF DISCRIMINATORY CONDUCT ON
11 PROVISIONING AND MAINTENANCE ISSUES.

12

13 A. Mr. Rodney Page of ACCESS Integrated (hereinafter "ACCESS") has presented
14 several affidavits of individuals that present a number of isolated events concerning
15 BellSouth's wholesale operations (Section II). Although I consider these as
16 random and not representative of the overall service BellSouth provides to
17 ACCESS and its end users, I will address each complaint as it relates to wholesale
18 service using the information, if any, that is available to BellSouth.

19

20 Concerning the testimony of Cathy Sparks of Carpet Connections (see
21 Exhibit RP-1, pgs. 2-3) and Carpet Connections' access to Directory Assistance,
22 our records indicate that the D Order discontinuing billing from BellSouth was
23 completed on August 24, 2000. The associated N Order to establish billing for
24 ACCESS completed August 24, 2000, as well, but encountered a post completion
25 billing error that required manual correction. The correction was completed on

1 September 19, 2000 and processed to downstream systems including Operator
2 Service/Directory Assistance (OS/DA). The end user was listed in the OS/DA
3 database at that time. These types of post-completion errors occasionally occur in
4 BellSouth's completion process and although the delay in correcting the error was
5 excessive in this case, the same scenario can happen to a BellSouth end user, to
6 BellSouth's affiliates or during processing of any order through BellSouth's legacy
7 systems. BellSouth does have processes in place to identify these situations and
8 expeditiously resolve these issues.

9 I will also respond to the testimony of Carol Duffey, Service Representative, and
10 ACCESS' problems with access to telephone numbers (see Exhibit RP-1, pgs. 6-7).
11 Ms. Duffey asserts that BellSouth refused access to telephone numbers 678/772-
12 8835 and 678/772-8845 for end user IMMCO. Additionally, Ms. Duffey asserts
13 that IMMCO subsequently switched their service back to BellSouth and was able to
14 obtain the requested number assignments not available to ACCESS.

15
16 Generally, BellSouth's number assignment policy used to administer telephone
17 numbers for itself, its end users, its affiliates and ALECs is the same. For
18 residential numbers that have been disconnected, a 90-day waiting period and for
19 business numbers an interval of one year is required prior to the numbers being
20 available for reassignment.

21
22 This attempts to ensure that the new end user does not receive calls for the previous
23 user of the telephone number.

24

1 Although Ms. Duffey may have dialed the requested business numbers and received
2 an intercept message, the numbers had not cycled through the required waiting
3 period.

4

5 Ms. Duffey correctly asserts that the end user migrated back to BellSouth; however,
6 incorrectly states that BellSouth allowed the end user IMMCO to have the numbers
7 previously requested by ACCESS. Both numbers are on intercept and are still
8 cycling in the required waiting period.

9

10 The affidavits of Carol Roberts, Mary Parker and Raymond Parker (see Exhibit
11 RP-1, pgs. 12-15) and their difficulty working with BellSouth technicians trouble-
12 shooting problems on their lines.

13

14 The information presented by these individuals conflict with the information
15 BellSouth has recorded as to the events described by the above affiants. BellSouth
16 records indicate that a problem existed with inside wiring that was ultimately fixed
17 by moving the network interface away from a leaking air conditioning unit. First,
18 the additional jack was ordered on April 4, 2001. There was no service order
19 activity on this account in February 2001 as the affiants stated. After the jack was
20 added on April 4, 2001, ACCESS reported a trouble on April 8, 2001 indicating
21 that the jack was not working correctly. The trouble was closed on April 9, 2001 at
22 12:50 p.m. by an outside technician indicating that no trouble was found with the
23 circuit. On April 9, 2001, a trouble again was reported by ACCESS indicating that
24 there was no dial tone on the circuit. The circuit was tested with a Hard Ground
25 and was dispatched outside for repair. The BellSouth technician found no trouble

1 on the circuit to the demarcation point (DMARC) and requested authorization for
2 inside repair from ACCESS. Once inside repair was authorized, the trouble was
3 cleared by repairing deregulated inside wire. The repair was completed on
4 April 10, 2001 at 10:10 a.m. ACCESS initiated a service order to move the
5 DMARC on April 14, 2001. The service order was to move the DMARC because
6 it was getting wet from an AC unit causing the hum and static on the lines. The
7 DMARC was moved per the service order and the problems with the jacks and hum
8 and static on the lines have not been reported since.

9
10 Additionally, these three affidavits allege that BellSouth technicians engaged in
11 unauthorized forwarding of calls to Parker's competitor on April 10, 2001. Having
12 been informed of these allegations by a letter dated May 2, 2001 from ACCESS to
13 Phil Jacobs at BellSouth, BellSouth investigated the matter.

14
15 As part of its investigation, BellSouth reviewed customer service records and call
16 detail records as well as conducted interviews of Mr. Parker and four BellSouth
17 employees, one of whom was the service technician in question. This investigation
18 revealed that Call Forwarding was activated on the telephone line for Parker from
19 10:36 a.m. on April 10, 2001 until this feature was deactivated at 11:27 a.m. that
20 same day. However, the BellSouth service technician in question was working at
21 two other customer locations at all relevant times, and BellSouth has no reason to
22 believe that the service technician had anything to do with activating the Call
23 Forwarding feature as has been alleged.

24

1 BellSouth records reflect that the service technician placed testing calls from
2 another customer's premises (a drywall company) minutes before the Call
3 Forwarding feature was activated on Parker's telephone line. Two minutes after the
4 Call Forwarding feature was activated on Parker's telephone line, the service
5 technician closed out the drywall company assignment and was dispatched to
6 another customer's location (a military facility). At 11:05 a.m. on April 10, 2001,
7 the service technician signed for the telephone room key at the military facility,
8 which the service technician returned twenty minutes later. The sign in log for the
9 military facility reflects that the service technician signed the telephone key back in
10 at 11:25 a.m., two minutes before the Call Forwarding feature was activated at
11 11:27 a.m.

12
13 In short, both immediately before and immediately after the Call Forwarding
14 feature was activated and two minutes before the feature was deactivated, the
15 service technician in question was somewhere else. The service technician
16 steadfastly denies activating the Call Forwarding feature on Parker's telephone line
17 and insists that he does not know who competes against Parker or the names (let
18 alone telephone numbers) of any monument companies in Albany. Neither of the
19 two telephone directories published in Albany contains a listing of the competitor
20 to which Parker's calls were forwarded.

21
22 Based on its investigation, BellSouth has been unable to uncover any evidence that
23 its service technician caused incoming calls of Parker to be forwarded to a
24 competitor. While the Call Forwarding feature was activated on Parker's telephone
25 line for approximately 50 minutes on April 10, 2001, and while BellSouth regrets

1 any inconvenience caused to ACCESS' customer, BellSouth has no reason to
2 believe that any of its employees were involved. This is particularly true given that
3 the competitor's telephone number to which some calls to Parker were forwarded is
4 not generally available. The results of BellSouth's investigation of this matter were
5 communicated to Mr. William T. Wright, President of ACCESS, by a letter from
6 Hubert Hogeman, BellSouth's Chief Counsel – Marketing, on May 30, 2001.

7

8 Q. PLEASE RESPOND TO MR. JAMES HVIDDAS' TESTIMONY ON BEHALF
9 OF US LEC.

10

11 A. Mr. Hviddas refers to his Exhibit JH-1 as containing 136 trouble tickets on outages
12 experienced on EELs purchased from BellSouth. Out of the 136 troubles, 130 of
13 them are Special Access circuits to which I cannot comment. Only six of the
14 reports were placed as UNE troubles. One of the six has an invalid trouble ticket
15 number and could not be found. The remaining five troubles were not reported on
16 EELs at all, but were reported as either US LEC customers who could not call
17 BellSouth customers or vice versa. Mr. Hviddas alleges that the average clearing
18 time on the troubles on his exhibit was 44 hours. Four of the five troubles reported
19 as UNE troubles had an average clearing time of 1.4 hours. Analysis of the four
20 tickets indicates that three of them did not have a trouble on the BellSouth network.
21 One of the four was experiencing trouble due to trunk blockage. This was resolved
22 by adding additional trunks to a trunk group. Only one of the five troubles carried
23 an excessive clearing time. This trouble was determined to be a routing problem
24 that did take 97 hours to resolve. Mr. Hviddas' allegation that BellSouth fails to
25 provide reliable facilities to ALECs is completely unsubstantiated by his exhibit.

1 There was no facility trouble identified on any of the troubles reported as Local
2 UNE problems.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

7

8

9

10

11

12

13

14

1 BY MS. FOSHEE:

2 Q Mr. Ainsworth, did you prepare a summary of your
3 testimony today?

4 A Yes, I did.

5 Q Could you give that for us, please.

6 A Yes, I'll be glad to. Good morning, Commissioners.
7 I appreciate the opportunity to come before the Public Service
8 Commission of Florida. The purpose of my testimony is to
9 respond to AT&T's allegations related to reassignment of
10 telephone numbers, partial ports, and snap backs. I will
11 respond to US LEC's allegations of service issues related to
12 what US LEC describes as EELs.

13 First, Ms. Berger of AT&T alleges that BellSouth has
14 a chronic reassignment problem. I disagree that there is a
15 chronic number reassignment issue. I would agree that in 1999
16 and in 2000 that BellSouth identified two separate number
17 reassignment problems and took appropriate action to resolve
18 these issues. I would submit that BellSouth put processes in
19 place to resolve these two issues that were identified.
20 Additionally, in January of 2001, BellSouth implemented a
21 manual database verification for CLEC numbers ported since
22 January 2000, and corrected, if necessary, any numbers affected
23 by this issue. Only one recent incident has come to my
24 attention since these processes were implemented. This
25 incident however involved a number that was ported from 1999.

1 This does not reflect a chronic number assignment problem, and
2 BellSouth believes the existing processes work effectively and
3 that this was an isolated incident.

4 The second AT&T allegation is related to the partial
5 porting of existing BellSouth multiline accounts. I'm not
6 aware of any issues related to the partial port problems as
7 described by AT&T. However, I responded in my testimony, the
8 success of partial porting of existing accounts requires the
9 ALEC to provide all appropriate account information related to
10 the retail customer to assure service orders are issued for
11 both the new ALEC and the remaining retail account. This
12 includes the new billing telephone number that will remain with
13 BellSouth. If this information is provided properly, BellSouth
14 is confident that the porting or the existing porting process
15 will effectuate an efficient migration of this service.

16 The third issue is AT&T's accusation that BellSouth
17 has failed implement a snap back process. AT&T characterizes
18 the snap back process as an efficient means often necessary to
19 assure continuity of service. BellSouth does not agree that a
20 snap back process is an efficient means to assure continuity of
21 service. BellSouth's position is that the efficient process is
22 for the ALEC to perform adequate pretesting prior to number
23 porting to eliminate any ALEC facility issues. Also,
24 BellSouth's existing procedures or process is to work with the
25 ALEC to resolve any post-port service issues at the time of the

1 conversion. This process supports joint resolution of any
2 conversion issue which would minimize end user service impacts,
3 additional customer inconvenience, and the need for unnecessary
4 work.

5 Finally, to address US LEC's service issues regarding
6 EELs. BellSouth performed an analysis of the US LEC's Exhibit
7 JH-1 containing 136 trouble tickets and determined that these
8 services are not EELs. One hundred and thirty of these trouble
9 reports were access services, not UNE services. One of the --
10 or of the remaining six troubles, only five could be
11 identified, and they were all call completion issues which were
12 also not EELs. It appears US LEC does not order EELs but
13 rather special access service which BellSouth local processes
14 do not support. Therefore, BellSouth would disagree with
15 US LEC's association of Checklist Item 4, access to local loops
16 as appropriate, since these are special access services and not
17 UNEs. This concludes my opening summary. Thank you.

18 MS. FOSHEE: Mr. Chairman, Mr. Ainsworth is available
19 for cross-examination.

20 CHAIRMAN JACOBS: Very well. Ms. Masterton -- I'm
21 sorry.

22 MS. AZORSKY: Thank you, Mr. Chairman. Tami Azorsky
23 for AT&T. Good morning.

24 CHAIRMAN JACOBS: Good morning.

25 CROSS EXAMINATION

1 BY MS. AZORSKY:

2 Q Good morning, Mr. Ainsworth.

3 A Good morning.

4 Q I'd like to talk to you first about number
5 reassignment. Just so it's clear what we're talking about,
6 number reassignment, the issue you're addressing, is that a
7 customer changes from BellSouth to another CLEC, correct, and
8 the number is ported so that the customer can keep their own
9 telephone number, and then later, that telephone number is
10 assigned to another BellSouth customer; is that correct?

11 A Basically that's a number reassignment description,
12 yes.

13 Q So what we have is two customers out there, an ALEC
14 customer and a BellSouth customer, who have the same phone
15 number?

16 A In that description, yes.

17 Q Okay. And this concern was first identified in
18 1999 as you said in your summary; correct?

19 A That is correct.

20 Q And BellSouth made some changes and thought the issue
21 was corrected; is that accurate?

22 A Yes, that's accurate.

23 Q But then in the first quarter of 2000, BellSouth
24 found additional problems with number reassignment; is that
25 accurate?

1 A I think -- I believe it was in the last quarter of
2 2000 -- I'd have to go back and look -- not the first quarter
3 of 2000.

4 Q And this, the second time BellSouth identified a
5 software problem that was associated with the number
6 reassignment issues; is that accurate?

7 A Yes. My understanding was they had a software
8 upgrade, and after that upgrade, they determined or began
9 getting reports related to that issue.

10 Q And you stated in your testimony that BellSouth
11 implemented a manual fix for the problem; is that accurate?

12 A Yes, it is.

13 Q And that was implemented in January of 2001?

14 A That was implemented to go back to January 2001 and
15 begin reviewing all of those numbers that had been ported since
16 that particular time, yes.

17 Q So is that the same thing as the manual verification
18 and correction that you say in your surrebuttal was completed
19 by May 23, 2001?

20 A Yes. I believe it said -- I believe it indicated
21 there, there was -- in particular, AT&T was completed at that
22 time, yes.

23 MS. AZORSKY: Mr. Chairman, I'd like to have marked
24 as the next exhibit --

25 CHAIRMAN JACOBS: Very well. Could I have a

1 description?

2 MS. AZORSKY: And just for the record, this document
3 has been redacted to remove the customer's name and telephone
4 numbers.

5 CHAIRMAN JACOBS: Do you have a description,
6 Ms. Azorsky?

7 MS. AZORSKY: Yes. It is a letter dated August 29,
8 2001 from Jan Burriss at BellSouth to Denise Berger at AT&T.

9 CHAIRMAN JACOBS: Okay.

10 BY MS. AZORSKY:

11 Q Mr. Ainsworth, who is Ms. Burriss?

12 A I'm sorry?

13 Q Who is Ms. Burriss, the author of this letter?

14 A From AT&T?

15 Q No, from BellSouth.

16 A Oh, I'm sorry. Is that Jan Burriss -- oh, I believe
17 she is a member of the AT&T account team.

18 Q Would you agree with me that this letter from
19 Ms. Burriss to Ms. Berger addresses a number reassignment issue
20 that occurred in July of 2001?

21 A I was reading through it. I haven't completed it
22 yet.

23 Q Go right ahead.

24 CHAIRMAN JACOBS: By the way, that was Exhibit 21.

25 MS. AZORSKY: Twenty?

1 CHAIRMAN JACOBS: Twenty-one.

2 MS. AZORSKY: Thank you.

3 (Exhibit 21 marked for identification.)

4 A Yes, it appears it is.

5 Q Okay. Can you explain if the manual fix was in place
6 by January 2001 and the verification and correction was
7 completed by May 23, 2001 how this number reassignment issue
8 occurred in July of 2001?

9 A Well, first of all, the -- and this may be the one
10 that I was talking about in my summary, but I don't have a name
11 here that the account team had notified me were trying to stay
12 in touch with those issues. And I mentioned in the summary
13 that there was one that had been brought to my attention, and
14 this may be the one that I was referring to.

15 And if a number reassignment would have occurred in
16 July, then depending if it were a business number, normally
17 that's a year that that number stays in the database prior to
18 being available for reassignment. So it could have been in the
19 database going through that archive period prior to
20 reassignment so that would have made it maybe available for
21 reassignment in July.

22 Q So this manual verification and correction did not go
23 into the databases to make sure that numbers had been removed
24 so that they wouldn't be available for reassignment?

25 A They're not removing numbers from the databases.

1 They're going into the databases to look at numbers that were
2 ported based on the criteria, what was identified in the last
3 quarter of 2000. And they are associating a field on those
4 numbers to allow them to be identified as ported out so that
5 they would not be reassigned.

6 Q So why were these numbers associated with this
7 customer not so identified?

8 A I can't answer that unless these were the ones that I
9 referred to that would have been in 1999 and may not have been
10 in that verification.

11 Q So this manual verification process isn't looking at
12 numbers that were ported in 1999?

13 A It -- I believe in my testimony it stated we started
14 in 2000 and looked at all the numbers that had been ported
15 because we were involved in the process in the last quarter of
16 2000 to identify those numbers. So, apparently, it appears
17 that we should have picked those numbers up, or we should have
18 already identified those prior to that time; therefore, it
19 wouldn't have been a need to do that.

20 MS. AZORSKY: Commissioner, I'd -- Mr. Chairman, I'd
21 like to have marked as Exhibit 22 an additional letter.

22 CHAIRMAN JACOBS: Okay.

23 MS. AZORSKY: And this is also a letter from
24 Jan Burriss to Denise Berger dated September 24, 2001.

25 CHAIRMAN JACOBS: Show that marked as Exhibit 22.

1 (Exhibit 22 marked for identification.)

2 BY MS. AZORSKY:

3 Q Mr. Ainsworth, were you aware that the BellSouth
4 account team told AT&T in September that BellSouth had not
5 completed the investigation of the AT&T direct-inward dial
6 numbers to ensure that the original orders were issued by
7 BellSouth correctly and that AT&T customers would no longer be
8 in danger of being reassigned to BellSouth customers?

9 A No, I'm not aware of that statement.

10 Q Would you agree with me that this letter that we've
11 marked as Exhibit 22 in the paragraph under "Verification of
12 Entire Universe of AT&T LNS Direct-Inward Dialing Ported
13 Numbers" states that BellSouth has not yet completed the
14 examination of all telephone numbers assigned to AT&T or TCG?

15 A I would agree that's what this letter says, but I
16 would also want to indicate that even though that verification
17 may have been finished through that period, that verification
18 would have continued and would have been ongoing in that
19 process and continuing on beyond that. So that letter may be
20 referring to the time period beyond the initial group of
21 numbers that were looked at, so, I mean, that process is
22 continuing today.

23 Q Did you talk to Ms. Burriss before you prepared your
24 surrebuttal testimony?

25 A I did not talk to Ms. Burriss, no.

1 Q How did you go about confirming that the verification
2 was complete on May 23rd?

3 A That was done through my staff and conversations with
4 the account team, and it probably would not have been with
5 Ms. Burriss but probably with Ms. Flint.

6 Q Do you have any reason to believe that what the
7 account team told AT&T is not accurate?

8 A I don't know what the explanation here -- again, what
9 I'm stating is based on the information I have and the fact
10 that I know that it is a continuing process. I'm not sure that
11 it's just an understanding of what that means, but I haven't
12 confirmed that with Ms. Burriss.

13 Q Mr. Ainsworth, you also reference in your surrebuttal
14 a software solution that BellSouth is going to put in place; is
15 that correct?

16 A Yes, I did.

17 Q Can you tell me when that software solution will be
18 completed?

19 A No, I don't have a date on that. As a matter of
20 fact, I had tried to get a date on that before I come, but I
21 was not able to have a date to provide to you for that.

22 Q Would you look again at the letter we have marked as
23 Exhibit 22? And would you agree with me that that letter
24 states that the software solution to prevent telephone number
25 reassignment will not be implemented until the third quarter of

1 2002?

2 A Yes, that's what it says.

3 Q You also discuss in your surrebuttal the issue of
4 partial ports; is that correct?

5 A Yes, that's correct.

6 Q Could you please describe for the Commission what is
7 a partial port.

8 A Actually, a partial port is when a group of numbers
9 are being transferred to an ALEC, but they're not taking the
10 whole hunt group, so to speak. They're only going to take part
11 of that hunt group. So they would only include a partial port
12 of a group of numbers. Say, if they were ten, they maybe were
13 going to port five to the ALEC and retain a certain number of
14 that in this case or example five to BellSouth.

15 Q Just so it's clear, I think what you're saying is
16 that, say, a business customer that has ten numbers decides to
17 move to AT&T. They may decide to leave five of those numbers
18 with BellSouth so that BellSouth would only port to AT&T five
19 numbers, and BellSouth would retain five numbers; is that
20 accurate?

21 A Yes, that would be accurate.

22 Q Now, you state in your surrebuttal that BellSouth has
23 detailed processes and procedures for provisioning a partial
24 port; is that correct?

25 A Yes, we do.

1 Q BellSouth, however, has not offered ALECs a way to
2 electronically order a partial port; is that correct?

3 A I'm not the electronic person, so I can't answer that
4 question.

5 Q So you don't know whether -- you described in your
6 summary that the ALEC has to provide information about both the
7 numbers that are being ported and the numbers that will remain
8 with BellSouth; is that correct?

9 A Yes, that is correct.

10 Q And you don't know if BellSouth has provided to ALECs
11 any kind of form of how that information is to be provided on
12 an electronic order, do you?

13 A Not electronic ordering, I do not.

14 Q On the issue of snap back, you referenced in your
15 summary that occasionally there are problems during a porting
16 process; correct?

17 A Yes. I'm not sure I used the word "occasionally,"
18 but I would agree with that statement, yes.

19 Q Okay. And, in fact, you go through some efforts with
20 ALECs to resolve post-port problems; correct?

21 A Yes.

22 Q And for some of those problems, the customer might
23 actually be out of service; correct?

24 A Well, yes. In any situation where you're actually
25 migrating or making a transition, you have to move or

1 transition physically from BellSouth to the ALEC collocation
2 point. So just by nature of the process, there's an
3 out-of-service condition in that process.

4 Q Now, let's say during the port to an ALEC something
5 goes wrong, and it can't be quickly resolved through this
6 post-port resolution process that you discussed. BellSouth
7 requires the customer to request a return to service through
8 BellSouth's win-back program; is that correct?

9 A No.

10 Q How does the customer get back to BellSouth if there
11 are problems that can't be corrected immediately after the
12 port?

13 A Well, first of all, I disagree with the point that --
14 and I don't know where -- I'm sorry, I don't know where this
15 term "snap back" ever came from. The first I heard it was in
16 some of this testimony. But in that transition, snap back to
17 me means that we -- you have converted -- or there has been a
18 conversion made, and now, for some reason, they want to migrate
19 that customer back to BellSouth at the request of the ALEC, not
20 at the request of a win-back. So win-back has nothing to do
21 with the process of bringing a customer back because of a
22 conversion issue. That would be an internal provisioning issue
23 that would be resolved between the ALEC and the provisioning
24 group and the LCSC.

25 Q Does BellSouth have in place a process that if the

1 post-port problems can't be immediately resolved, the ALEC can
2 ask BellSouth to return the customer to BellSouth service so
3 the customer won't be out of service until the problems are
4 resolved?

5 A Yes, we do.

6 Q What is that process?

7 A The process is prior to port, and it's important that
8 we understand that. There's two real scenarios here. Prior to
9 port -- well, let me back up one earlier step and make sure
10 that we're all together.

11 In the process -- and you're representing AT&T, so
12 I'm sure you're aware that there's a call 24 hours prior to the
13 cut date to assure that everything is ready and that we are on
14 track for that particular conversion. So we make that call 24
15 hours prior to to make sure the schedule is ready, to make sure
16 that everything matches up on the order, and also to make sure
17 that not only are we ready but the ALEC is ready.

18 Then on the due date when that conversion takes
19 place, if we were to convert that service, or when we convert
20 that service and actually move and migrate that service, then
21 you're notified that that is a completed task. And at that
22 point in time, you perform whatever test you perform to assure
23 that that service is activated. Then at some point you will
24 port that number if -- prior to the time you port that number,
25 if an issue occurs at that particular time, then we will work

1 with you to resolve that issue and, in most instances, should
2 be able to resolve that issue and put that customer back in
3 service.

4 If we're not able to resolve that issue, then we
5 would engage in a process where we would have to migrate that
6 customer back to BellSouth. If you have ported that number,
7 then that indicates that you have performed those tests. You
8 really are in an acceptance mode with that. Then we have to go
9 through a whole ordering process to, in some cases, reestablish
10 orders to reestablish that customer in our databases so that we
11 could bring them back to BellSouth.

12 Q Okay. Thank you for that explanation, but I want to
13 take you back through it. Let's say all of the testing goes
14 fine, and it looks like everything is okay, and the customer's
15 number is going to port, and the port is completed, but then,
16 for some reason, some unidentified reason, there is a problem.
17 What I think I heard you say is, you need to reestablish orders
18 in order to migrate that customer back to BellSouth; is that
19 correct?

20 A No -- that's partly correct. What I said was, prior
21 to port, if those issues are determined and you call and we
22 can't resolve the issue, we always want to resolve the port
23 issue. And the reason we want to do that is, if we migrate
24 back, we've still got to come back and port that customer. So
25 we're going to have an additional outage at some point in time

1 in the future. If we can't resolve that issue prior to port,
2 then we can establish that link back if that's what is required
3 to do. And since there has been no port, there has been no
4 execution of order completion, we don't have to reestablish
5 orders in that case.

6 Q I understand that, Mr. Ainsworth, but I am talking
7 about post-port. I'd like you to assume with me that the
8 problems weren't identified and resolved pre-port, for whatever
9 reason. They weren't identified and resolved pre-port.
10 Post-port, you have to establish new reorders; is that correct?

11 A In post-port, most instances, we would have to
12 establish new orders.

13 Q And those new orders have to come from the customer,
14 not from the ALEC; is that correct?

15 A No, that's not correct. We would work with the LCSC
16 to provide those new orders and reestablish those orders. I'm
17 not aware of any situation that we would ask the end user to
18 have to provide any service orders.

19 Q At the request of the ALEC, do you have a process in
20 place that at the request of the ALEC immediately post-port
21 returns the customer to BellSouth?

22 A If you request or if we know that post-port issue is
23 not there, we should reestablish that service at your request,
24 yes.

25 Q How -- excuse me. I didn't mean to interrupt.

1 Please finish.

2 A Yes.

3 Q How long does that take?

4 A It takes -- if we're working that issue with the LCSC
5 and you submit that request to us, then we will process that in
6 an expeditious matter (sic) as quickly as we possibly can.

7 Q And what does "expeditious matter as quickly as we
8 possibly can" mean in terms of days?

9 A It means we will do it -- if you can get that process
10 of notification into us immediately, we will be working on it
11 immediately. If it takes some time for you to process that,
12 then whenever you process that notification to us, we will
13 begin working on it. I mean, our whole entity then is to
14 reestablish that service based on the fact we have concurrence
15 to do that.

16 And let me just say, the reason it's important that
17 we do that, and one of the things that gets missed, I think, in
18 reestablishing service in switches is, if you reestablish
19 service without records, then you are in a situation where any
20 other type assignment issues that occur, and reassignments of a
21 lot of the services and facilities are very quick, you can
22 engage in an additional service problem because those records
23 were not corrected, and those records were not put back in
24 place. So it's really critical that we do this, but we will do
25 it in an expeditious manner.

1 Q Just to be clear, you're telling me that if there are
2 post-port problems, the ALEC can request immediate return of
3 the customer to BellSouth without the customer's involvement,
4 without an order from the customer, and that BellSouth will do
5 that.

6 A Yes. We should do that, and that's my understanding
7 of that process.

8 Q Well, then why is BellSouth so reluctant to refer to
9 it as snap back?

10 A Because, again, it's really not a snap back. Snap
11 back covers one issue, and I don't really know when you
12 consider a snap back what that is. I mean, I think there's
13 this impression that we just throw a switch and everything goes
14 back where it was. And it's a major process in a lot of
15 instances to return a customer. Sometimes it's even a dispatch
16 to return a customer to BellSouth service. That's the reason
17 our process says that we will engage anytime there is a post or
18 a pre-cut problem to resolve the problem. And I think in most
19 instances we can do that, and I think that's the most efficient
20 method to perform that operation.

21 Q And you don't require post-port an order from the
22 customer?

23 A From my knowledge, no, we don't require an order from
24 a customer.

25 Q Have you confirmed that, that there is not a

1 requirement for an order from the end user if post-port
2 problems make the customer -- suggest that the customer might
3 want to return to BellSouth service temporarily?

4 A Well, I mean, we're having this conversation right
5 now, so certainly I haven't gone back and confirmed that. But
6 my knowledge is that if the CLEC notifies us there's a problem
7 with that conversion, that we will proceed just as I have
8 described. Now, if that end user were to take the initiative
9 to make a call, that's a different situation, and I can't
10 address that.

11 Q Have you talked to any other RBOCs about whether they
12 offer a snap back process?

13 A Not in the term "snap back." I mean, we have had
14 some conversations early on about some of the processes they
15 use, but again, when you -- I think the term "snap back" -- and
16 if you really think about it here and what we're talking
17 about -- and again, I don't know what everybody's idea of a
18 snap back really is. What I'm telling you is, there's a lot of
19 work activity that sometimes has to occur. But depending on
20 what they do in some of those areas where their order processes
21 are and what their procedures and processes are, they will be
22 different, and I don't know what all of those processes are.

23 Q So you don't know what the other RBOCs are doing?

24 A I don't know in detail today. We have had some
25 earlier conversations.

1 Q And BellSouth doesn't have a time frame for returning
2 a customer to BellSouth service temporarily if there are
3 post-port problems; is that correct?

4 A We will treat that just like an expedite, and we will
5 handle it in that manner, and that's basically what I can tell
6 you. I don't know that there's a time frame we can define. We
7 will do it as quickly as possible. In some cases, again, those
8 are field conversions, and if you want to go back, we have to
9 go to the field and dispatch. In some cases, they're central
10 office conversions where once that order gets reestablished, we
11 can go back in and have that moved in a more expeditious
12 manner. It just depends on the situation.

13 Q But "expeditious" is not defined in terms of time; is
14 that correct?

15 A It's only defined in what I'm saying is as quickly as
16 we can possibly get it done.

17 MS. AZORSKY: I have no further questions.

18 CHAIRMAN JACOBS: Ms. McNulty.

19 MS. McNULTY: WorldCom has no questions for this
20 witness.

21 CHAIRMAN JACOBS: Mr. Campen.

22 MR. CAMPEN: Thank you, Mr. Chairman. I have just a
23 couple of questions.

24 CROSS EXAMINATION

25 BY MR. CAMPEN:

1 Q Mr. Ainsworth, were you in the room yesterday when I
2 was questioning Ms. Cox?

3 A I was in and out, yes.

4 Q Well, if you were here, you may not have heard me,
5 but just asking. I had some questions for her about the
6 process of converting special access circuits to UNEs, and she
7 was able to answer some of those but not all of them. And I
8 guess my first question to you is whether or not methods of
9 procedures for converting special access circuits to UNEs are
10 within your jurisdiction at BellSouth, your area of
11 responsibility?

12 A If you can ask me a specific question. In certain
13 situations, yes, they are.

14 Q Well, will BellSouth convert a special access circuit
15 to an individual UNE, say, for instance, a DS-1 loop?

16 A When you say -- I'm sorry, when you say a DS-1 UNE,
17 can you give me the architecture of what you're describing
18 here?

19 Q Well, step back a minute. BellSouth has said in
20 Ms. Cox's testimony that they will convert a special access
21 circuit into an EEL, the combination of loop and transport.

22 A Yes, that's correct.

23 Q My question to you is whether or not you know if
24 BellSouth will convert the special access circuit into one of
25 the constituent elements of EEL, that is, just the loop portion

1 without the transport, for instance, if you know?

2 A From a conversion standpoint, I'm not aware that
3 there is -- there is a process to accept that. It's not the
4 same process that the EELs are defined under as you have
5 described, but I believe there is a transition process there
6 for that type scenario.

7 MR. CAMPEN: Thank you. That's all.

8 CHAIRMAN JACOBS: Staff.

9 MS. KEATING: Staff has no questions.

10 CHAIRMAN JACOBS: Commissioners.

11 COMMISSIONER PALECKI: I have a few. Would it be
12 fair to say that BellSouth and some of the other ALECs feel as
13 if they are not being treated fairly by BellSouth on some of
14 these number assignment issues?

15 THE WITNESS: I'm sure that -- when you indicate "not
16 being treated fairly," I mean, we have addressed the issues,
17 Commissioner, wherever they have occurred. So if a situation
18 were to occur like that, we have done everything in our power
19 to resolve those issues. So, I mean, to us, it's an issue. I
20 don't know what the CLEC perception of that would be, but I can
21 attest from my standpoint that we're doing everything possible
22 to assure that doesn't happen.

23 COMMISSIONER PALECKI: Well, clearly, we're hearing
24 complaints about this right now here today. So my question to
25 you, and I'm asking you to put yourself in the shoes of an

1 ALEC, if BellSouth reorganized its processes so that
2 BellSouth's retail section was treated exactly the same way as
3 an ALEC on these number assignment issues, do you think that
4 that might solve some of the problems with the ALECs feeling
5 that they're not being treated fairly?

6 THE WITNESS: Okay. Let me put that in two
7 perspectives to you and try to answer that. And I'm an
8 operations person, so I put myself in the ALEC's position a lot
9 of times. I have to, to try to determine what our processes
10 are efficient or effective. And for one thing, yes, I would
11 say that from the ALEC's position, if you look at it from a
12 process standpoint, you would say is that something that would
13 be changed. But if you look at this particular situation from
14 a number reassignment problem, and I'm not a retail person, I'm
15 dedicated to wholesale and CLEC support, that same issue could
16 happen on a CLEC number returning to BellSouth. You could have
17 the same condition. I'm not aware of those because I don't
18 deal with those issues. So I think when you take this
19 particular issue, it's a pretty level playing field. It could
20 go either way.

21 COMMISSIONER PALECKI: But don't you think that if
22 BellSouth retail and the CLECs were being treated exactly the
23 same, that everyone would feel as if they are in the same boat
24 together, and don't you think that some of these perceptions by
25 the CLECs that they're not being treated fairly might be solved

1 in that manner?

2 THE WITNESS: I don't know. That's a pretty big
3 policy issue and can be debated. You know, as far as we're
4 concerned on our side of the house from a wholesale standpoint
5 in support of the CLECs, we think we do a lot of things better
6 than the retail people do. So, I mean, I guess that's an
7 opinion thing, and that's my personal opinion about that. I
8 think it's a fairly stable field out there today, and I think
9 our ability to do the things we're doing to try to improve that
10 and the fact that we deal with CLECs as a business unit, as a
11 company, as communication companies and the retail deals with
12 end users, which is the same as a CLEC, that that's a pretty
13 level playing field, in my opinion.

14 COMMISSIONER PALECKI: Well, it almost appears to me
15 that 90 percent of the issues that we're hearing throughout
16 this particular hearing are issues where the CLECs feel that
17 they are being treated in a discriminatory manner and a manner
18 that's different from the manner in which BellSouth retail is
19 being treated. And if we had some sort of reorganization where
20 the processes were the same for both BellSouth retail and for
21 the CLECs, that we might not have a lot of the problems we're
22 hearing about today and throughout this hearing.

23 THE WITNESS: Well, and given the opportunity to
24 address that, let me just say that yesterday I heard the
25 conversation about the systems and the processes. And let me

1 just state that on the front end, there are some ordering
2 differences based on the way things have been established.
3 They have some abilities to order electronically, and retail
4 has some abilities to order electronically. But, Commissioner,
5 once those orders are placed in the systems, those systems are
6 the same. They're the same for the retail units and for the
7 CLECs, and there's no discrepancy in those processes in those
8 systems once those orders go downstream into the network
9 operations. So a very, very large percentage of the OSS system
10 activity that transpires today once those orders are entered
11 into the system is exactly the same, and we treat them just the
12 same, and they're the same regionally in all nine states.

13 COMMISSIONER PALECKI: I'm going to ask you the same
14 question I asked Ms. Cox and that is -- and I want you to be
15 creative and use your imagination. We have had continuous
16 litigation between BellSouth and the ALECs. What do you see
17 that can be done that can cause this problem to stop or at
18 least to be minimized to the point where it's not at the same
19 level we're seeing today?

20 THE WITNESS: My attorneys are going to have a heart
21 attack, but I'm going to answer this question. I personally
22 believe, and this is my opinion, not a BellSouth opinion, I
23 personally believe that my interaction with the CLECs in
24 operational forums and in collaboratives has been extremely
25 beneficial. I think we work on the issues that are the real

1 issues. I think a lot of the litigation that takes place today
2 is because 271 is a major issue. I think once we get beyond
3 this point, we will focus on more of the reality of the
4 operational issues, and we will get down to running this
5 business. And will there still be litigation? There certainly
6 will be, but I think there will be less. I think the
7 environment we're in now creates the opportunity for protecting
8 assets and other things that we'll get beyond, and that's just
9 my personal opinion.

10 COMMISSIONER PALECKI: Well, I appreciate that. I
11 just can't get around what I consider the separate but equal
12 problem. Even if you are treating the CLECs equally, or even
13 better, if they have separate processes, there will always be a
14 perception that the grass is always -- is greener on the
15 BellSouth retail side. And I just don't see that what you're
16 saying is really truly a solution to the problem.

17 THE WITNESS: Well, again, that's my opinion, and
18 it's your opinion and I respect that. I think that we're
19 moving closer in those things. I think that we're closing the
20 gap on the OSSs, and I think eventually we will be there, but
21 we're just not there today.

22 COMMISSIONER PALECKI: Thank you very much.

23 THE WITNESS: You're welcome.

24 CHAIRMAN JACOBS: On Page 11 of your testimony, you
25 address the concerns raised by US LEC. And I looked down

1 through the exhibit -- and I'm sorry, is it Hsvisdas?

2 MR. CAMPEN: Hsvisdas.

3 CHAIRMAN JACOBS: Hsvisdas. And what I understand by
4 your testimony is that most of these troubles were reported on
5 special access lines.

6 THE WITNESS: Yes. These were analyzed, and when the
7 analysis came back, I was told that they were special access
8 lines, that's correct.

9 CHAIRMAN JACOBS: And you're only local service?

10 THE WITNESS: Yes, that's right. When -- I was in
11 access at one time, but I only support the local operations
12 process today.

13 CHAIRMAN JACOBS: Now, do you know how prominent the
14 practice is for ALECs to take special access lines and convert
15 them to EELs?

16 THE WITNESS: I'm sorry, would you repeat that?

17 CHAIRMAN JACOBS: Do you know how prominent the
18 practice is for ALECs to take special access lines and convert
19 them to EELs?

20 THE WITNESS: The process they have today for
21 converting to EELs, they're utilizing, my understanding is, a
22 spreadsheet process. I understand it works very well.

23 CHAIRMAN JACOBS: And they do that fairly
24 prominently? Is that a fairly prominent practice?

25 THE WITNESS: Yes, yes.

1 CHAIRMAN JACOBS: And what I hear you to be saying
2 through your testimony is that once you determine whether or
3 not it has been converted or not, once you determine that the
4 line was special access, you no longer deal with that, that
5 goes someplace else. Is there any coordination that occurs
6 between and you that group?

7 THE WITNESS: Well, let me state -- and I'm not sure
8 in what meaning you're having there. But there is a group, the
9 ACACs, that handle special access, and they're dedicated to
10 that process. So if you're dealing with loops in the content
11 of what we have here, then they would be dealing with that
12 entity. That is an interconnection group, but it's a different
13 business group than our group.

14 CHAIRMAN JACOBS: As I scan down this list, it
15 strikes me -- and I accept that limitation. And if the
16 question I ask is beyond the scope of your testimony or
17 knowledge, feel free to say so.

18 THE WITNESS: Okay.

19 CHAIRMAN JACOBS: As I scan down this list, it
20 strikes me that there are some significant times listed under
21 the time to resolve these troubles. I mean, I look and
22 probably a third -- more than a third, probably half of them
23 are in excess of 75 to 80 hours it took to resolve the trouble.
24 And my question is this, is most of that once -- and I assume
25 that once it was determined that this was a special access and

1 there's some process by which it is then transferred, is most
2 of that time after that transfer -- after the transfer occurs?

3 THE WITNESS: I'm sorry, are you finished?

4 CHAIRMAN JACOBS: Yes. Go ahead.

5 THE WITNESS: I'm sorry. Let me make it really
6 clear. We don't get involved. They don't even call us for
7 special access. They call them direct. So all the time that's
8 dedicated to special access, they have a group that mirrors our
9 group. We have what we call CWINS and maintenance centers.
10 They have ACACs, which are maintenance centers.

11 CHAIRMAN JACOBS: It was my understanding -- let me
12 just make sure, but it was my understanding from Mr. Hsvisdas's
13 testimony that once -- let me just ask this question. If an
14 ALEC undertakes this practice, i.e., to take a special access
15 line and then convert it to an EEL, are they then instructed
16 that if any trouble comes up to go to that group, to the new
17 group?

18 THE WITNESS: Absolutely. Once it becomes a UNE,
19 then it's mine, and they will call our organization. If it's
20 an access or they establish it as an access, then they get the
21 information, and they would know to call the access ACAC
22 center, yes.

23 CHAIRMAN JACOBS: Okay. Is there anyone who can help
24 me understand -- I suspect not because that's going to be long
25 distance, so I guess there would be no witness here. Let me

1 just ask it. Would there be a witness here who could help me
2 understand the nature of some of these times to resolve
3 problems?

4 THE WITNESS: I don't think we have anyone in this
5 group that will be able to address any of these ACAC issues.

6 CHAIRMAN JACOBS: Very well. Thank you.

7 Any other questions, Commissioners?

8 Redirect.

9 MS. FOSHEE: Thank you, Mr. Chairman. I just have a
10 few quick questions.

11 REDIRECT EXAMINATION

12 BY MS. FOSHEE:

13 Q Mr. Ainsworth, Ms. Azorsky was asking you some
14 questions about the so-called snap back process. Would you
15 agree that what AT&T wants is BellSouth to move a customer from
16 AT&T to BellSouth without an order?

17 A Yes.

18 Q And are there problems with doing such a conversion
19 from AT&T to BellSouth without an order?

20 A Yes. I think I stated the fact that once you get
21 into a completed order process, that the records are updated
22 based on whatever activity has occurred. And if you start
23 moving service or rewiring services, then all of the
24 information related to those services would not be accurate,
25 therefore, could be reassigned and could cause not only an

1 interruption to that customer but for other customers that you
2 were trying to deal with.

3 Q In your experience, Mr. Ainsworth, this is not a
4 situation that occurs frequently, is it?

5 A I'm sorry, you mean the snap back type process?

6 Q Yes, sir.

7 A I'm not aware that it's a very frequent occurrence.
8 We deal a lot with it. As a matter of fact, we had a meeting
9 and AT&T was in that meeting early in the first quarter or in
10 April where I was in attending that meeting. And they seemed
11 to indicate that the process was going well, and I didn't get
12 anything out of that meeting that would have been of concern to
13 me.

14 MS. FOSHEE: Thank you. I have no further questions,
15 Mr. Chairman.

16 CHAIRMAN JACOBS: Very well. And there was no
17 exhibit.

18 So thank you. You are excused, Mr. Ainsworth.

19 THE WITNESS: Thank you.

20 (Witness excused.)

21 CHAIRMAN JACOBS: Next witness.

22 MS. AZORSKY: Excuse me, Mr. Chairman. I'd like to
23 move into the record Exhibits 21 and 22.

24 CHAIRMAN JACOBS: I'm sorry, you did have those
25 exhibits for him. Twenty and 21?

1 MS. AZORSKY: I thought it was 21 and 22.

2 CHAIRMAN JACOBS: You're right.

3 MS. AZORSKY: Thank you.

4 CHAIRMAN JACOBS: It's early. After ten o'clock I
5 really get going. So then Exhibits 21 and 22, without
6 objection, are admitted into the record.

7 MS. AZORSKY: Thank you, Mr. Chairman.

8 (Exhibits 21 and 22 admitted into the record.)

9 MR. EDENFIELD: BellSouth calls Jerry Latham to the
10 stand.

11 WILEY (JERRY) G. LATHAM
12 was called as a witness on behalf of BellSouth
13 Telecommunications, Inc., and, having been duly sworn,
14 testified as follows:

15 DIRECT EXAMINATION

16 BY MR. EDENFIELD:

17 Q Mr. Latham, will you confirm that you were previously
18 sworn?

19 A Yes, that's correct.

20 Q State your name and occupation.

21 A My name is Jerry Latham. I'm the product manager for
22 unbundled loops and other UNE elements within BellSouth.

23 Q Did you cause to be filed in this proceeding 15 pages
24 of revised direct testimony on October 3, 2001, together with
25 5 exhibits?

1 A Yes.

2 Q Do you have any changes or corrections to that
3 revised testimony?

4 A No, I do not.

5 Q If I ask you the questions that appear in this
6 testimony today, would your answers be the same?

7 A Yes, they would.

8 MR. EDENFIELD: At this time I would ask that
9 Mr. Latham's revised direct testimony dated October 3rd be
10 moved into the record as if read.

11 CHAIRMAN JACOBS: Without objection, show
12 Mr. Latham's prefiled testimony is entered into the record as
13 though read.

14 MR. EDENFIELD: I would ask that his five exhibits
15 be -- I think we are on Number 23 -- marked as a composite
16 exhibit for identification.

17 CHAIRMAN JACOBS: Without objection, show exhibits
18 WGL-1 through 5 are marked as Composite Exhibit 23.

19 (Exhibit 23 marked for identification.)
20
21
22
23
24
25

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 **REVISED DIRECT TESTIMONY OF WILEY (JERRY) G. LATHAM**
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 960786A-TL
5 OCTOBER 3, 2001
6

7 Q. PLEASE STATE YOUR NAME AND YOUR JOB RESPONSIBILITIES.

8

9 A. My name is Jerry Latham. I am the Project Manager for Unbundled
10 Loops within the Interconnection Services unit of BellSouth
11 Telecommunications, Inc. ("BellSouth"). I am responsible for Product
12 Development and Product Management for unbundled loops and other
13 unbundled network elements in BellSouth's nine-state territory.

14

15 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

16

17 A. The purpose of this testimony is to partially address Issue 5 by
18 describing the transmission requirements of certain types of Digital
19 Subscriber Line (DSL) services and the various unbundled loops that
20 CLECs may choose to provide DSL services to its end user customers.
21 Additionally, I will identify the attributes of BellSouth xDSL-capable
22 loops. I will also demonstrate that these loops are offered in a non-
23 discriminatory fashion and that they provide CLECs a meaningful
24 opportunity to compete in the DSL market place.

25

1 **Issue 5:** In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the
 2 Commission found that BellSouth met the requirements of Section
 3 271 (c)(2)(B)(IV) of the Telecommunications Act of 1996. Does
 4 BellSouth currently provide unbundled local loop transmission
 5 between the central office and the customer's premises from local
 6 switching or other services, pursuant to Section 271 (c)(2)(B)(IV) and
 7 applicable rules and orders promulgated by the FCC?

8 (a) Does BellSouth currently provide all currently required forms
 9 of unbundled loops?

10 (b) Has BellSouth satisfied other associated requirements, if
 11 any, for this item?

12

13 **UNBUNDLED xDSL AND IDSL CAPABLE LOOPS**

14

15 Q. WOULD YOU GIVE A GENERAL DESCRIPTION OF THE VARIOUS
 16 TYPES OF DSL LOOPS OFFERED BY BELLSOUTH?

17

18 A. The viability of DSL services is dependent, in part, on the end user's
 19 distance from his serving wire center (SWC), as well as the length,
 20 gauge, and status of the copper that serves that customer. To
 21 compensate for these parameters, BellSouth offers CLECs a variety of
 22 unbundled loops that may support DSL services from the CLEC to its
 23 end user customers. The loops are known as "ADSL¹ Capable loop,"

24

25

¹ ADSL stands for Asymmetrical Digital Subscriber Loop.

1 "HDSL² Capable loop," "ISDN loop," "Unbundled Digital Channel
2 (UDC)," "Unbundled Copper Loop (UCL), Short and Long" and
3 "Unbundled Copper Loop – Non Designed" (UCL-ND).

4

5 Q. WHICH OF THE XDSL LOOPS OFFERED BY BELLSOUTH ARE THE
6 MOST VERSATILE?

7

8 A. The most versatile of BellSouth's xDSL-capable loops are the
9 Unbundled Copper Loops-Short and Long ("UCL"). These loops were
10 designed to meet CLEC requests for a basic copper loop.

11

12 Q. PLEASE DESCRIBE THE UCL LOOPS OFFERED BY BELLSOUTH.

13

14 A. Unbundled Copper Loop (UCL) - Short - The UCL-Short is a 2-wire or
15 4-wire loop that provides a non-loaded or "clean" copper pair to an end
16 user using the Resistance Design (RD) industry standard. Under the
17 RD standard, these loops may be up to 18,000 feet long and may have
18 up to 6,000 feet of bridged tap ("BT") exclusive of the loop length. In
19 other words, a UCL-Short loop can be 18,000 feet long and have up to
20 6,000 feet of BT. BellSouth cannot guarantee that CLEC-provisioned
21 DSL service will function properly over the UCL-Short loop, as the
22 physical characteristics (length and BT) may be inconsistent with the
23 maximum distance for many DSL services and equipment. BellSouth

24

25

² HDSL stands for High Bit Rate Digital Subscriber Line.

1 will, however, verify that these loops have no more than 1300 ohms of
2 resistance, electrical continuity, and balance relative to the tip-and-ring,
3 and will maintain them to these requirements.

4

5 BellSouth developed the UCL-Short in direct response to CLEC
6 requests for an unbundled loop with the same specifications that
7 BellSouth uses for its own wholesale ADSL service. This loop meets
8 those criteria. The UCL-Short has been available to CLECs since the
9 second quarter 2000.

10

11 Unbundled Copper Loop (UCL) - Long - The UCL-Long is a 2-wire or
12 4-wire copper loop that is longer than 18,000 feet. This loop was
13 developed in response to CLEC requests, as well as the UNE Remand
14 Order's directive that ILECs should provide xDSL-capable loops
15 wherever requested by the CLEC.³ Normal telephony standards
16 dictate that all copper loops exceeding 18,000 feet in length must be
17 loaded to properly service dial-tone or POTS type customers.
18 Therefore, in almost all cases, a CLEC seeking to provide functioning
19 DSL service will need, in addition, to place an order for "loop
20 conditioning" - BellSouth's Unbundled Loop Modifications (ULM)
21 product - to remove the load coils and/or BT from these loops in order
22 to transform them into "dry" or "clean" copper loops. The CLEC would
23 pay the ULM costs separate from the cost of the loop itself.

24

25 ³ *In the Matter of Implementation of the Local Competition Provisions of the
Telecommunications Act of 1996*, Third Report and Order and Fourth Notice of Proposed
Rulemaking, Docket No. 96-98, 15 FCC Rcd 3696, at 3783-3784, ¶191 (1999).

1 By the end of April 2001, BellSouth had received orders for and
2 deployed 10,337 UCL Short and Long loops region-wide and 2,511 in
3 Florida.

4

5 Q. WHAT OTHER TYPES OF XDSL LOOPS ARE OFFERED BY
6 BELLSOUTH?

7

8 A. In addition to the UCL-Short and Long, BellSouth offers CLECs four
9 other xDSL-capable loops: ADSL-capable loop; HDSL-capable loop;
10 ISDN-capable loop; and Universal Digital Channel ("UDC") loop.

11

12 Q. CAN YOU BRIEFLY DESCRIBE THE HISTORY OF THE
13 DEVELOPMENT OF THESE OTHER TYPES OF LOOPS?

14

15 A. Yes. BellSouth developed two of these xDSL-capable loop offerings,
16 the HDSL-capable loop and the ADSL-capable loop, in direct response
17 to the FCC's *Local Competition Order*. That Order defined loops to
18 include "two-wire and four-wire analog voice-grade loops, and two-wire
19 and four-wire loops that are conditioned to transmit the digital signals
20 needed to provide services such as ADSL, HDSL and DS1-level
21 signals."⁴

22

23 Q. PLEASE DESCRIBE THE HDSL AND ADSL LOOPS.

24

25 ⁴ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*,
First Report and Order, ¶ 380, 11 FCC Rcd 15499, ¶380 (1996).

1 A. HDSL-Capable Loop – For technological reasons, high-speed DSL
2 services work best on short, clean-copper loops. BellSouth’s HDSL-
3 capable loop meets these requirements. BellSouth screens HDSL-
4 capable loops to ensure that they meet stringent industry standards for
5 Carrier Serving Area (CSA) transmission specifications to better
6 support DSL services. Under these strict technical standards, the end
7 user must be served by non-loaded copper and the loop typically
8 cannot be more than 12,000 feet long. If 26-gauge copper is used, the
9 limit is 9,000 feet or less. HDSL-Capable loops may have up to 2,500 ft
10 of BT, and 850 ohms or less of resistance.

11

12 The HDSL-capable loop has been available to CLECs since fourth
13 quarter 1996. By the end of April 2001, BellSouth had deployed 457
14 HDSL-capable loops region-wide, of which 108 are in Florida.

15

16 ADSL-Capable Loops – Originally, the ADSL loop offering was set to
17 the same CSA criteria as the HDSL-capable loop. In response to
18 CLEC requests, however, and with the establishment of industry
19 guidelines for loop types that support ADSL service, BellSouth modified
20 the design criteria for the ADSL-capable loop in the first quarter 2000 to
21 the Revised Resistance Design (RRD) standards. RRD standards
22 require a non-loaded copper loop, up to 18,000 feet in length, with up
23 to 6,000 ft of BT inclusive of loop length, and 1300 ohms or resistance.
24 “Inclusive of loop length” means that for every foot of BT, the loop
25 length is reduced by an equal amount. Therefore, a RRD loop that has

1 4,000 ft of BT could be no longer than 14,000 ft.

2

3 This loop has been available to CLECs since fourth quarter 1996. By
4 the end of April 2001, BellSouth had provided CLECs 13,261 ADSL-
5 capable loops region-wide, of which 4,525 are in Florida.

6

7 Q. PLEASE DESCRIBE HOW BELL SOUTH CAME TO DEVELOP THE
8 ISDN-CAPABLE AND UDC LOOPS.

9

10 A. As with the ADSL and HDSL loops mentioned above, the ISDN-
11 capable loop was developed in response to the release of the *Local*
12 *Competition Order*. However, as described below, the ISDN loop is not
13 always suitable for Integrated Digital Subscriber Line (IDSL) services.
14 Therefore, the CLECs requested that BellSouth provide a loop that
15 could support the hybrid form of DSL service known as IDSL. In
16 response to these requests, BellSouth developed the UDC loop.

17

18 Q. PLEASE DESCRIBE THE ISDN-CAPABLE AND UDC LOOPS.

19

20 A. ISDN-Capable Loops – While not intended for xDSL use, ISDN-
21 capable loops may be used to support the DSL service known as IDSL.
22 BellSouth provisions its ISDN-capable loops according to applicable
23 industry standards (i.e., ANSI), which means they may be provisioned
24 over copper or via a Digital Loop Carrier (DLC) system. These loops
25 are free of load coils, but are not referred to as "clean copper loops"

1 because they may be provisioned via DLC systems that are completely
2 compatible with ISDN service, but not most xDSL services.

3

4 Q. PLEASE DESCRIBE UDC LOOPS.

5

6 A. UDC Loops - As recognized by the FCC, not all ISDN loops are
7 completely compatible with IDSL service. Because of this, BellSouth
8 developed the UDC loop, which was introduced on May 31, 2000. This
9 loop is identical to the ISDN loop, but is provisioned in a manner that
10 supports "data-only" ISDN, which will better meet the needs of CLECs
11 who want to deploy IDSL. This loop has been available to CLECs
12 since June 1, 2000. By the end of April 2001, BellSouth had provided
13 CLECs 6,988 UDC loops region-wide, of which 3,000 are in Florida.

14

15 Q. IS BELLSOUTH DEVELOPING ANY OTHER TYPE OF XDSL LOOP?

16

17 A. Yes. At the request of CLECs, BellSouth has developed another xDSL-
18 capable loop. This loop is known as the Unbundled Copper Loop –
19 Non Designed (UCL-ND). It is a non-loaded copper loop that generally
20 has 1300 ohms or less of resistance and does not have a specific
21 length limitation. The length is driven by many factors but is generally
22 less than 18,000 feet long. This loop does not go through the "design"
23 process. Therefore, it does not have a remote access test point and
24 does not come standard with a Design Layout Record (DLR). This loop
25 was developed to respond to the CLECs' desire for an xDSL loop with

1 a lower non-recurring cost.

2

3 Q. WHY DOES BELLSOUTH OFFER SO MANY TYPES OF XDSL
4 LOOPS?

5

6 A. To understand why BellSouth offers a variety of xDSL loops, one need
7 only review the history of xDSL-capable loops. BellSouth has
8 developed this variety of xDSL loop types in direct response to CLEC
9 requests as well as the evolving scope of its obligations under
10 applicable FCC rules and regulations. As described above, BellSouth
11 first developed the HDSL and ADSL-capable loops to comply with the
12 obligations stated in the *Local Competition Order*. Once developed,
13 these loops were included in CLEC interconnection agreements. In the
14 months following the release of the *Local Competition Order*, BellSouth
15 developed several additional xDSL loop offerings at the request of
16 CLECs operating within BellSouth's region. Again, BellSouth's
17 obligation to provision these loops was memorialized in various
18 interconnection agreements. These continuing contractual obligations
19 for all of the loop types make it impossible for BellSouth to discontinue
20 any xDSL loop; rather, as BellSouth develops new product offerings,
21 BellSouth simply adds to the list of options from which the CLEC can
22 choose.

23

24 The benefit to the CLECs of this historical growth of offerings is that
25 CLECs have a variety of loop types from which they can choose to best

1 meet their technical needs in providing telecommunications services to
2 its customers for the least cost. The fact that BellSouth offers different
3 loop types, however, does not in any way restrict a CLEC's ability to
4 offer any particular type of xDSL service it may desire over any loop in
5 BellSouth's network. Indeed, the only restrictions that limit a CLEC's
6 choice of DSL technologies are those established by industry standards
7 bodies to ensure the integrity of voice service.

8

9 Q. HAS BELL SOUTH ENTERED INTO INTERCONNECTION
10 AGREEMENTS WITH FACILITIES-BASED CLECS THROUGH
11 WHICH IT IS PROVIDING THESE XDSL CAPABLE LOOPS?

12

13 A. Yes. BellSouth has entered into interconnection agreements with
14 facilities-based carriers in Florida to provide each of the loops
15 described above, with the exception of the UCL-ND, which is currently
16 being negotiated with several CLECs. See e.g. Interconnection
17 Agreement between BellSouth and Covad, approved by the Florida
18 Commission on February 18, 1999, Att. 2.

19

20 Q. WHERE CAN YOU FIND MORE INFORMATION ON THESE TYPES
21 OF LOOPS?

22

23 A. Additional information about all of BellSouth's xDSL loops can be
24 viewed in Exhibits 1 through 5 to my testimony and on BellSouth's
25 internet web site at:

1 "www.interconnection.bellsouth.com/products/unes.html".

2

3 Q. CAN YOU SUMMARIZE THE TYPES OF AVAILABLE LOOPS AND
4 THEIR CHARACTERISTICS?

5

6 A. Yes. The HDSL capable loop (using CSA standards) will provide clean
7 copper pairs to customers up to 12,000 feet from the Central Office
8 (CO).

9

10 The ADSL capable loop (using RRD standards) and the UCL-Short
11 (using RD standards) will provide clean copper pairs to customers up to
12 18,000 feet from the CO (using different criteria for BT).

13

14 The UCL-Long, in conjunction with the ULM conditioning product,
15 allows CLECs to serve customers beyond 18,000 feet from the CO
16 using clean copper pairs.

17

18 The ISDN and UDC capable loops will give the CLEC the option of
19 providing IDSL service to any customer even if that customer does not
20 have clean copper pairs available at their address.

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

LOOP TYPE	UDL – HDSL	UDL – ADSL	UCL Short	UCL Long	UCL - ND	ISDN/UDC
Max loop length	12 kft	18 kft	18 kft	Unlimited	Undefined (generally 18kft)	18 kft (Copper) No limit (DLC)
Max total bridge tap	2.5 kft inclusive	6 kft inclusive	6 kft exclusive	12 kft exclusive	6 kft exclusive	6 kft inclusive
Longest single Bridge tap	2.0 kft	6 kft	6 kft	6 kft	6 kft	6 kft
Max Resistance in Ohms	850	1300	1300	2800	1300	1300 (copper)
Max Loss (per 73600)	35db@100KHz	42db@40KHz	46db@40KHz	N/A	Varies (Similar to UCL-Short)	42db@40KHz
Service Inquiry Required	Yes	Yes	Yes	Yes	No	No
Number of wires	2 or 4 wire	2 wire	2 or 4 wire	2 or 4 wire	2 wire	2 wire

The chart above shows the technical specifications for each of BellSouth's xDSL-capable loops. BellSouth developed each of these loops, to the extent possible, in accordance with industry standard physical characteristics and specifications. Application of these standards allows BellSouth to provision, maintain and repair these loops efficiently while retaining network integrity for all of BellSouth's services, including non-DSL services. If, however, a CLEC wants other, non-standard loop types, BellSouth will work cooperatively with the CLEC to develop these through our interconnection agreement negotiation sessions (as we have done for the UCL-Short) or through the Bona Fide Request (BFR) process.

If the CLEC makes the decision to provide service using the facility but needs to have the loop conditioned, it can use BellSouth's Unbundled

1 Loop Modification (ULM) process in order to modify any existing loop to
2 be compatible with each CLEC's particular hardware requirements.
3 The ULM process conditions the loop by the removal of any devices
4 that may diminish the capability of the loop to deliver high-speed
5 switched wireline capability, including xDSL service. Such devices
6 include, but are not limited to load coils, bridged taps, low pass filters,
7 and range extenders. The ULM offering provides for removal of
8 equipment on loops equal to or less than 18,000 feet, as well as loops
9 that are longer than 18,000 feet. These devices are placed on copper
10 loops to enhance the voice characteristics when provided on long
11 copper facilities or to otherwise comply with standards for other
12 services such as PBX trunks. The CLEC may select the level of line
13 conditioning it desires and will be required to pay only for the level of
14 conditioning it selects. BellSouth will provide line conditioning on a
15 CLEC request for unbundled loops, whether or not BellSouth offers
16 advanced services to the end-user customer on that loop. BellSouth
17 has established cost-based rates for the ULM offering.

18

19 **SPECTRUM MANAGEMENT**

20

21 Q. PLEASE DESCRIBE SPECTRUM MANAGEMENT.

22

23 A. CLECs are free to provide any telecommunications service they choose
24 on any unbundled loop, as long as that service does not negatively
25 impact other services and providers. BellSouth's TR73600 document

1 and other industry standards for Power Spectral Density masks, once
2 established, will help control these negative impacts and allow multiple
3 carriers' services to co-exist harmoniously. BellSouth provides CLECs
4 access to TR73600 via BellSouth's internet website. It should be
5 noted, however, that BellSouth cannot be expected to guarantee a
6 CLEC's service will work on loops not intended for a particular service.
7 For example, a CLEC may order a voice-grade loop and attempt to put
8 some type of high-speed data service on that loop. If that service
9 works (without disrupting other services), then all is well. If not,
10 BellSouth can only maintain and repair the circuit as a voice-grade line
11 (i.e., the type of loop ordered). Of course, the CLEC would have the
12 option to replace the voice grade line with an xDSL-capable loop, and
13 could use the ULM product to condition the loop to support the CLEC's
14 chosen service.

15

16 Currently, efforts are underway at the national level to adopt standards
17 that minimize the potential for interference when loops adjacent to one
18 another in a binder group are used to provide divergent technologies
19 (e.g., ADSL and HDSL). National standards bodies are working
20 towards establishing industry consensus on how best to accommodate
21 xDSL-based services on a wireline network originally designed to carry
22 voice transmissions. BellSouth strongly supports this effort and is
23 involved in the national standards bodies working on these issues.

24

25 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

- 1 A. Yes.
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

1 BY MR. EDENFIELD:

2 Q Did you prepare a summary of your testimony,
3 Mr. Latham?

4 A Yes, I did.

5 Q Would you give that now, please.

6 A Yes. My name is Jerry Latham. I'm BellSouth's
7 product manager for unbundled loops, DS-1 and below, and other
8 unbundled network elements in BellSouth's nine-state territory.
9 The purpose of this testimony is to partially address Issue 5.
10 In Order PSC-97-1459-FOF-TL issued November 19, 1997, the
11 Commission found that BellSouth met the requirements of Section
12 271(c)(2)(B)(IV) of the Telecommunications Act of 1996.

13 I will describe the transmission requirements of
14 certain types of digital subscriber line, or DSL, services and
15 the various unbundled loops that CLECs may choose to provide
16 DSL service to its end user customers. Additionally, I will
17 identify the attributes of BellSouth's xDSL-capable loops. I
18 will also demonstrate that these loops are offered in a
19 nondiscriminatory fashion and that they provide CLECs a
20 meaningful opportunity to compete in the DSL marketplace.

21 BellSouth developed the HDSL-capable loop and the
22 ADSL-capable loop in direct response to the FCC's local
23 competition order. High-speed DSL services work best on short
24 clean cooper loops to customers up to 12,000 feet from the
25 central office. The ADSL-capable loop using revised resistance

1 design standards, or RRD, and the unbundled copper loop short
2 using resistance design standards will provide clean copper
3 pairs to customers up to 18,000 feet from the central office,
4 each using different criteria for bridged tap.

5 The ISDN-capable loop was also developed in response
6 to the release of the local competition order. The ISDN loop
7 is not always suitable for integrated digital subscriber line,
8 or IDSL, services. Therefore, the CLECs requested that
9 BellSouth provide a loop that could support the hybrid form of
10 DSL service known as IDSL. In response to these requests,
11 BellSouth developed the universal digital channel, or UDC, loop
12 to give the CLEC the option of providing IDSL service to any
13 customer even if that customer does not have a clean copper
14 pair available to their address.

15 The UDC loop is identical to the ISDN loop, but it's
16 provisioned in a manner that supports data-only ISDN which will
17 better meet the needs of LECs who want to deploy IDSL.
18 BellSouth has developed another xDSL-capable loop known as the
19 unbundled copper loop nondesigned, or the UCL-ND. This loop
20 does not go through the design process; therefore, it does not
21 have a remote access test point and does not come standard with
22 a design layout record. This loop was developed to respond to
23 the CLEC's desire for an xDSL loop with a lower nonrecurring
24 cost.

25 The CLECs have a variety of loop types from which

1 they can choose to best meet their technical needs in providing
2 telecommunications services to their customers for the least
3 cost. The fact that BellSouth offers different loop types,
4 however, does not in any way restrict the CLEC's ability to
5 offer any particular type of xDSL service it may desire over
6 any loop in BellSouth's network. The only restriction that
7 limit a CLEC's choice of DSL technologies are those established
8 by industry standards bodies to ensure the integrity of voice
9 service.

10 To understand why BellSouth offers a variety of xDSL
11 loops, one needs to only review the history of xDSL-capable
12 loops. BellSouth had developed this variety of xDSL loop types
13 in direct response to CLEC requests as well as the evolving
14 scope of its obligations under applicable FCC rules and
15 regulations. As described above, BellSouth first developed the
16 HDSL- and ADSL-capable loops to comply with the obligations
17 stated in the local competition order. Once developed, these
18 loops were included in CLEC interconnection agreements. The
19 continuing contractual obligation for all of the loop types
20 makes it impossible for BellSouth to discontinue any xDSL loop;
21 rather, as BellSouth develops new product offerings, BellSouth
22 similarly adds to the list of options from which the CLECs can
23 chose. BellSouth has entered into interconnection agreements
24 with facility-based carriers in Florida to provide each of the
25 loop types described above.

1 Loop makeup information, or LMU, refers to the
2 detailed information regarding a given loop's physical
3 characteristics that an interested CLEC or ALEC can use to
4 determine the feasibility of provisioning xDSL service to a
5 particular end user customer. This information includes loop
6 length, wire gauge, the loop medium, whether it's copper or
7 fiber, and information regarding any bridged tap, load coil, or
8 repeaters present on the loop.

9 Through the manual processes discussed in my
10 testimony, BellSouth provides CLECs access to all the loop
11 makeup information available to BellSouth personnel. BellSouth
12 has also developed a loop qualification process that enables a
13 CLEC to access loop makeup information via electronic
14 interfaces. If the CLEC makes the decision to provide service
15 using the facility but needs to have the loop conditioned, it
16 can use BellSouth's unbundled loop modification, or ULM,
17 process in order to modify any existing loop to be compatible
18 with each CLEC's particular hardware requirements.

19 The ULM process conditions the loop by the removal of
20 any device that may diminish the capability of the loop to
21 deliver high-speed switched wireline capability, including xDSL
22 service. The CLEC may select the level of line conditioning it
23 desires and will be required to pay only for the level of
24 conditioning it selects. BellSouth will provide line
25 conditioning on a CLEC request for unbundled loops whether or

1 not BellSouth offers advanced services to the end user customer
2 on that loop. BellSouth has established cost-based rates for
3 the ULM offering.

4 BellSouth has established intervals for the
5 provisioning of DSL loops and supporting services. The
6 provisioning interval for xDSL loop is five business days. The
7 interval for loop makeup is three business days. During the
8 installation of the UNE loops, BellSouth performs tests
9 necessary to ensure that the loop being provisioned meets the
10 specifications for that loop type ordered by the CLEC.

11 In addition, BellSouth has agreed to provide
12 additional cooperative acceptance testing. This cooperative
13 testing provides the CLEC with the means to test loops beyond
14 those tests that BellSouth normally performs during the
15 provisioning process.

16 In addition, through the negotiation of
17 interconnection agreements, BellSouth and the ALECs have
18 established joint provisioning procedures for xDSL loops.
19 These joint procedures allow BellSouth and the ALEC to be
20 actively involved in the testing and provisioning of UNE loops
21 through the provisioning process. This helps ensure that the
22 circuit works properly for the ALEC's intended service from the
23 first day that the circuit is activated to the end user. ALECs
24 are free to provide any telecommunications service they choose
25 on any unbundled loop as long as that service does not

1 negatively impact other services and providers. Currently,
2 efforts are underway at the national level to adopt standards
3 that minimize the potential for interference when loops
4 adjacent to one another in a binder group are used to provide
5 divergent technologies. National standards bodies are working
6 towards establishing industry consensus on how best to
7 accommodate xDSL-based services on a wireline network
8 originally designed to carry voice transmissions. BellSouth
9 strongly supports this effort and is involved at the national
10 standards bodies working on these issues. Thank you. That
11 concludes my summary.

12 MR. EDENFIELD: Mr. Latham is available for
13 cross-examination.

14 CHAIRMAN JACOBS: Go ahead. I'm sorry.

15 MS. OCKLEBERRY: AT&T has no questions.

16 CHAIRMAN JACOBS: Very well, Ms. Ockleberry.

17 CROSS EXAMINATION

18 BY MR. MELSON:

19 Q Mr. Latham, Rick Melson for WorldCom. You may not be
20 the right witness, but I don't want to skip you.

21 A Okay.

22 Q Do you know -- are you familiar with assembly point,
23 BellSouth's assembly point offering?

24 A Not in any detail at all. I have heard of it and
25 have some idea about it, but it's not my product and I really

1 don't know any details.

2 Q You said you were a loop product manager, and since
3 that involves loops, I thought it might be you. Let me ask you
4 just one other question. Are you familiar with next generation
5 digital loop carrier?

6 A Again, at a very high level. I mean, it's more of a
7 technical or network capability. I have high-level knowledge
8 of it is all.

9 Q If I had questions about the provision of DSL service
10 over next generation digital loop carrier, would you be the
11 person to ask?

12 A Again, not in great detail. Mr. Milner might have
13 more specifics. I do, again, have high-level knowledge of it
14 and its capabilities.

15 Q Let me ask you this. With the use of an appropriate
16 plug-in card, is it possible to provide DSL service over a
17 fiber fed loop that's using next generation digital loop
18 carrier?

19 A I have heard that that capability is being developed
20 and trialed. I don't know that it's actually available yet,
21 but I do understand that that is a capability that is being
22 looked at. And it possibly may exist today, but if not,
23 probably in the near future.

24 MR. MELSON: Okay. Thank you.

25 CROSS EXAMINATION

1 BY MR. CAMPEN:

2 Q Mr. Latham, Henry Campen on behalf of Time Warner
3 Telecom, XO, NuVox, and US LEC.

4 A Good morning.

5 Q I have just a very few questions for you. Attached
6 to your testimony, I believe your direct testimony, was an
7 Exhibit WGL-4 which has now be marked as a composite exhibit,
8 Hearing Exhibit 23, which is a CLEC information package for the
9 unbundled copper loop nondesign.

10 A Yes.

11 Q Do you recall that?

12 How long has this loop variety been available?

13 A I'm sorry, how long is the loop --

14 Q How long has this particular loop been available from
15 BellSouth?

16 A It's been available since the first quarter of this
17 year.

18 Q Beginning or the end of the first quarter?

19 A The end of the first quarter.

20 Q Okay. The information package states that this
21 particular UNE can be ordered by mechanization. Does that
22 include ordering the UCL-ND through the local exchange
23 navigation system, or LENS?

24 A That's my understanding. I don't deal a lot with the
25 OSS systems, but, yes, I do know that it has the -- it can be

1 ordered electronically, and whether LENS is the appropriate
2 mechanism, I'm not sure.

3 Q Are you responsible for developing the CLEC
4 information package for that product?

5 A For the electronic ordering?

6 Q No, for UCL-ND.

7 A Yes.

8 MR. CAMPEN: That's all. Thank you.

9 CHAIRMAN JACOBS: Ms. Kaufman.

10 MS. GORDON-KAUFMAN: Thank you, Mr. Chairman.

11 CROSS EXAMINATION

12 BY MS. GORDON-KAUFMAN:

13 Q Good morning, Mr. Latham.

14 A Good morning.

15 Q You mentioned in the summary the provisioning
16 intervals for providing HDSL and xDSL loops; correct?

17 A Yes.

18 Q Are those the provisioning intervals that were
19 ordered in the Covad arbitration?

20 A No, they were not. They were the intervals that were
21 originally established, and I understand now that there is a
22 recent ruling that changes those intervals somewhat.

23 Q You were a witness in the Covad arbitration, weren't
24 you?

25 A Yes.

1 Q And you understand, don't you, that the Commission
2 ordered that several of the intervals that BellSouth proposed
3 be reduced; correct?

4 A Yes. Like I said, I just recently -- during the
5 course of this hearing, I've heard that, yes.

6 Q You were not made aware of the Covad arbitration
7 decision?

8 A Not until here at this hearing.

9 Q Okay. And are you intending to amend your testimony
10 to utilize those intervals, or are you still intending to
11 sponsor the ones that you originally filed?

12 A Well, I'm not sure about amending my testimony for
13 this hearing necessarily, but we're certainly going to
14 implement the new intervals into our processes. If my
15 testimony needs to be updated for this hearing to reflect that,
16 then we can do it. But I think the important thing is that we
17 certainly will implement the new intervals that have been
18 ordered.

19 MS. GORDON-KAUFMAN: Thank you.

20 CHAIRMAN JACOBS: Staff.

21 MS. HELTON: Staff has no questions.

22 CHAIRMAN JACOBS: Commissioners.

23 Redirect.

24 MR. EDENFIELD: None from BellSouth.

25 CHAIRMAN JACOBS: Very well. Exhibits.

1 MR. EDENFIELD: BellSouth would move in Composite
2 Exhibit 23.

3 CHAIRMAN JACOBS: Without objection, show Exhibit 23
4 is admitted.

5 (Exhibit 23 admitted into the record.)

6 CHAIRMAN JACOBS: Thank you. You're excused,
7 Mr. Latham.

8 MR. EDENFIELD: Can Mr. Latham -- I'm sorry, you just
9 said he could be excused. Thank you.

10 THE WITNESS: Thank you.

11 (Witness excused.)

12 MR. EDENFIELD: Chairman Jacobs, could I ask for,
13 like, just two minutes to get it together here?

14 CHAIRMAN JACOBS: Sure. Very well.

15 MR. EDENFIELD: Ms. White has left the building here
16 for a second. She's left the hearing room for a second, and
17 I'm trying to locate her stuff.

18 CHAIRMAN JACOBS: I think we broadcast outside, I
19 could call for her.

20 MR. EDENFIELD: Calling Ms. White.

21 CHAIRMAN JACOBS: Actually, this might -- so we can
22 get settled, this may be a good time to go ahead and just take
23 about a ten-minute break anyway, after that.

24 MR. EDENFIELD: Thank you very much. Sorry about
25 that.

1 CHAIRMAN JACOBS: So we'll come back in ten minutes.
2 (Brief recess.)

3 CHAIRMAN JACOBS: We'll go back on the record.
4 Ms. White.

5 MS. WHITE: Actually, it's --

6 MS. FOSHEE: It's me.

7 MS. WHITE: -- Ms. Foshee.

8 MS. FOSHEE: It was my fault.

9 MS. WHITE: And she has been spoken to.

10 MS. FOSHEE: I was sternly lectured during the break,
11 so I promise I will be present and accounted for.

12 CHAIRMAN JACOBS: That's okay. We understand,
13 Ms. Foshee.

14 THOMAS G. WILLIAMS
15 was called as a witness on behalf of BellSouth
16 Telecommunications, Inc., and, having been duly sworn,
17 testified as follows:

18 DIRECT EXAMINATION

19 BY MS. FOSHEE:

20 Q Could you please confirm for the Commission that you
21 have been sworn.

22 A Yes, I have.

23 Q State your name and business address for the record.

24 A My name is Tommy Williams. My address is 3535
25 Colonnade Parkway, Birmingham, Alabama 35243.

1 Q What is your position with BellSouth?

2 A I'm the product manager for line sharing and line
3 splitting.

4 Q Mr. Williams, did you cause to be prefiled --

5 CHAIRMAN JACOBS: Excuse me. Mr. Williams, is your
6 microphone on? Is the green light on?

7 THE WITNESS: Yes, it appears to be. The green light
8 is on, sir.

9 CHAIRMAN JACOBS: Okay.

10 THE WITNESS: Maybe I'm not close enough to it.

11 CHAIRMAN JACOBS: Maybe so.

12 THE WITNESS: Okay.

13 BY MS. FOSHEE:

14 Q Mr. Williams, did you cause to be prefiled in this
15 proceeding 16 pages of direct testimony with 19 exhibits?

16 A Yes, I did.

17 Q And did you also cause to be prefiled 26 pages of
18 rebuttal testimony with 5 exhibits?

19 A Yes, I did.

20 Q Do you have any changes or corrections to your
21 prefiled testimony?

22 A No, I do not.

23 Q Mr. Williams, if I read you the questions contained
24 in your prefiled direct and surrebuttal testimony today from
25 the stand, would your answers be the same?

1 A Yes, they would.

2 MS. FOSHEE: Mr. Chairman, I would ask that
3 Mr. Williams' direct and surrebuttal testimony be admitted into
4 evidence as if read from the stand subject to
5 cross-examination.

6 CHAIRMAN JACOBS: Without objection, show
7 Mr. Williams' direct and surrebuttal is entered into the record
8 as though read.

9 MS. FOSHEE: And I would also ask, sir, that his
10 24 (sic) exhibits be marked as Composite Exhibit, I believe,
11 25 --

12 CHAIRMAN JACOBS: Twenty-four, I believe.

13 MS. FOSHEE: -- 24 and marked for identification.

14 CHAIRMAN JACOBS: Show it marked as 24, Exhibit 24.
15 (Exhibit 24 marked for identification.)

16

17

18

19

20

21

22

23

24

25

- 1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 **REVISED** DIRECT TESTIMONY OF THOMAS G. WILLIAMS
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 960786A-TL
5 OCTOBER 3, 2001
6
- 7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
9 BUSINESS ADDRESS.
- 10 A. My name is Thomas G. Williams. I am employed by BellSouth as Product
11 Manager for Line-Sharing for the nine-state BellSouth region. My business
12 address is 3535 Colonnade Parkway, Suite E511, Birmingham, Alabama,
13 35242.
- 14 Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND
15 EDUCATIONAL BACKGROUND?
- 16 A. My career at BellSouth spans over 14 years and includes positions in
17 various product management positions. I also have seventeen years service
18 with AT&T and Southern Bell, during which I held various positions in sales,
19 marketing, and operations. I have a bachelor's degree in Marketing.
- 20 Q. HAVE YOU TESTIFIED PREVIOUSLY?
- 21 A. Yes. I previously testified before the Georgia, Louisiana, and Alabama Public
22 Service Commissions and the Public Service Commission of South Carolina,

1 and filed testimony with the Alabama, and Florida Public Service
2 Commissions and the Public Utility Commission of North Carolina.

3 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

4 A. The purpose of my testimony is to address certain aspects of the Commission's
5 Issue 5. First, I will demonstrate that BellSouth provides nondiscriminatory
6 access to the high frequency portion of the loop in compliance with
7 requirements of the Federal Communications Commission's (FCC) *Line-*
8 *sharing Order* and *Line-sharing Reconsideration Order*.¹ Second, I will
9 demonstrate that a single competing carrier, or two separate carriers acting
10 together, can provide voice and data services over a single unbundled loop
11 obtained from BellSouth (the FCC refers to the latter arrangement as "line
12 splitting.")²

13 **Issue 5: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the**
14 **Commission found that BellSouth met the requirements of Section 271 (c)**
15 **(2) (B) (iv) of the Telecommunication Act of 1996. Does BellSouth**
16 **currently provide unbundled local loop transmission between the central**
17 **office and the customer's premises from local switching or other services,**
18 **pursuant to Section 271 (c) (2) (B) (iv) and applicable rules and orders**
19 **promulgated by the FCC?**

20 Q. WHAT IS LINE SHARING?

¹ *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order CC Docket No. 98-147 and Fourth Report and Order CC Docket No. 96-98, 14 FCC Rcd 20,912 (1999) ("*Line-sharing Order*"); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, Order on Remand, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91 (1999) ("*Line-sharing Reconsideration Order*").

² *Line-sharing Reconsideration Order*, ¶ 16-18.

1 A. Line sharing allows a Competitive Local Exchange Carrier (CLEC) to provide
2 high speed data services to BellSouth voice customers. The CLEC's data
3 service is provisioned over the high frequency portion of a copper loop. The
4 high frequency portion of the loop is the frequency range above the voice band
5 on a copper loop facility that is being used to carry analog circuit switched
6 voice band transmissions.³ The data signal typically is split off from the voice
7 signal by a splitter and then delivered to a digital subscriber line access
8 multiplexer (DSLAM) located in the CLEC's network at its collocation space.
9 The DSLAM converts the data signal into packets for transmission over the
10 CLEC's network.

11 BellSouth developed its line-sharing product in conformance with the
12 obligations set forth in the FCC's *Line-sharing Order* and the *Line-sharing*
13 *Reconsideration Order*. In these Orders, the FCC created a new Unbundled
14 Network Element ("UNE") that consisted of the high frequency portion of the
15 copper loop over which the Incumbent Local Exchange Carrier ("ILEC")
16 provides analog voice service to the end user. According to the FCC, line
17 sharing consists of the following:

- 18 • Two carriers - one voice provider (ILEC) and one data provider
19 (CLEC) serving a customer at a single address, i.e., one
20 customer per loop. (*Line-sharing Order*, 14 FCC Rcd at
21 20,948, ¶ 74);
- 22 • xDSL technologies that do not use the frequencies immediately
23 above the voice band, (i.e. ADSL), preserving a "buffer" zone

³ 47 C.F.R. §51.319(h)(1).

- 1 to ensure the integrity of the voice band traffic (*Id.*, at 14 FCC
2 Rcd at 20,943-44, ¶¶64);
- 3 • xDSL technologies that do not interfere with analog voice band
4 transmission. (*Id.* at 14 FCC Rcd at 20,946-47, ¶¶ 70-71); and
 - 5 • Lines that carry traditional Plain Old Telephone Service (POTS)
6 analog voice band services provided by the ILEC. If the
7 ILEC's retail POTS service is disconnected, the data provider
8 must purchase the entire stand-alone loop if it wishes to
9 continue providing xDSL to the customer. Similarly, ILECs are
10 not required to provide line sharing to a requesting carrier when
11 the CLEC purchases a combination of network elements known
12 as a UNE platform. (*Id.*, at 14 FCC Rcd at 20,947-48, ¶¶ 72-
13 73).

14 BellSouth offers line sharing in accordance with FCC rules. Specifically, line-
15 sharing is available to a single requesting carrier, on loops that carry
16 BellSouth's POTS, so long as the xDSL technology deployed by the requesting
17 carrier does not interfere with the analog voice band transmissions. BellSouth
18 allows line-sharing CLECs to deploy any version of xDSL that is presumed
19 acceptable for shared-line deployment in accordance with FCC rules and will
20 not significantly degrade analog voice service. To facilitate line sharing,
21 BellSouth will perform Unbundled Loop Modification (line conditioning) at
22 the request of a CLEC on any loop, regardless of loop length, unless such
23 conditioning would significantly degrade the customer's analog voice service
24 provided by BellSouth.

1 Q. HOW WAS BELLSOUTH'S LINE SHARING OFFERING DEVELOPED?

2 A. In accordance with the suggestion in the *Line-sharing Order*,⁴ BellSouth
3 developed its line-sharing product through a collaborative process with all
4 interested CLECs. BellSouth invited CLECs to a collaborative line-sharing
5 meeting in Atlanta on January 26, 2000. Twelve CLECs participated in the
6 meeting. The participants agreed to form several working teams to develop,
7 test, and refine the procedures for use by CLECs and BellSouth to implement
8 line-sharing successfully. The first meeting of the working teams was held on
9 February 2, 2000. The participants jointly decided to have two sub-
10 committees: a technical sub-committee and a systems/process sub-committee.
11 Each sub-committee would meet one day each week. The technical sub-
12 committee worked on technical issues, such as systems/network architecture
13 and testing. The systems/process sub-committee focused on the pre-ordering,
14 ordering, provisioning, maintenance, and billing issues associated with line
15 sharing. Each sub-committee listed and prioritized issues and action items.
16 The sub-committees addressed and resolved issues essential to the
17 development of the architecture and operations plan for the line-sharing
18 product. Beginning April 12, 2000, the collaborative consolidated the two sub-
19 committees and conducted the collaborative meetings on one full day each
20 week.

21 Q. WHAT WAS THE GOAL OF THE COLLABORATIVE MEETINGS?

22 A. The primary goal of the collaborative meetings was to jointly develop
23 procedures and operations plans to implement central office-based line sharing.

⁴ *Line-sharing Order*, 14 FCC Rcd at 20,971-72, ¶ 128.

1 Attached to my testimony are several exhibits that the participants developed
2 in the collaborative to assist in the development of the line-sharing product.

3 Six companies regularly participated in the joint CLEC/BellSouth meetings for
4 central office-based line sharing: BellSouth, Covad, NorthPoint, Rhythms,
5 NewEdge, and DuroCommunications. Other companies also participated in
6 the meetings, although less actively. They include AT&T, MCI, BlueStar,
7 NetworkTelephone, and Sprint.

8 Beginning June 28, 2000, the collaborative formed two additional teams. One
9 team is addressing the development of the CLEC-owned splitter option for
10 central office-based line sharing. Exhibit TGW-9 is the charter for this
11 collaborative team. Active participants for this collaborative team are the
12 "owners" listed in the charter: BellSouth, Covad, DuroCommunications,
13 NewEdge, Rhythms, and Sprint. NorthPoint was a monitoring member. The
14 second new collaborative team is developing the architecture and procedures
15 for remote-site line sharing. Covad, Rhythms, DuroCommunications,
16 NewEdge, and Sprint have been regular participants for the Remote Site Line-
17 sharing Collaborative. The charter for this collaborative is Exhibit 10. These
18 new collaborative teams meet on alternate weeks for one half day. The CLEC-
19 owned splitter arrangement and remote-site line sharing are discussed in more
20 detail later in my testimony.

21 Q. WHAT STEPS DID BELLSOUTH TAKE TO INSURE IT COULD BEGIN
22 OFFERING LINE SHARING END USER SERVICE WHEN THE FCC
23 INTENDED?

1 A. To ensure that CLECs could avail themselves of the line-sharing product on
2 June 6, 2000, BellSouth permitted CLECs to order splitters in advance of the
3 implementation deadline. In Georgia, CLECs began ordering splitter systems
4 on March 26, 2000. In other states, including Florida, ordering began on April
5 6, 2000. On June 6, 2000, BellSouth began accepting end user line-sharing
6 orders from CLECs. BellSouth provisioned these orders in accordance with
7 the procedures developed in the CLEC/BellSouth Collaborative Meetings and
8 in the Pilot.

9 Q. HAS BELLSOUTH ENTERED INTO INTERCONNECTION
10 AGREEMENTS FOR LINE SHARING WITH CLECS IN FLORIDA?

11 A. Yes. BellSouth has entered into region-wide interconnection agreements with
12 CLECs such as Covad, NewEdge, BlueStar, NorthPoint, and Rhythms for the
13 ordering and provisioning of line sharing in the BellSouth region. Copies of
14 these line-sharing agreements are attached as Exhibits TGW-11, TGW-12,
15 TGW-13, TGW-14, and TGW-15 to my testimony. These agreements are
16 current and in effect in Florida and several other agreements containing line
17 sharing will soon be signed. Many of the general provisions and operational
18 terms and conditions found in these agreements were worked out in the weekly
19 collaborative meetings. Specific language for each CLEC was negotiated to
20 satisfy the needs of that CLEC. These agreements contain interim rates,
21 subject to true up from the individual state regulatory bodies, including the
22 Florida Public Service Commission. BellSouth's proposed rates for line
23 sharing are discussed in the testimony of Daonne Caldwell, filed in this
24 proceeding. The use of interim rates allowed CLECs to engage in line sharing
25 by the FCC's June 6, 2000 implementation deadline.

1 BellSouth also offers line sharing in its Revised Florida Statement of Generally
2 Available Terms and Conditions (SGAT). Proposed rates for line-sharing are
3 set forth in Attachment A to the SGAT and are supported by cost studies filed
4 with the Commission in this proceeding. The current version of BellSouth's
5 standard terms and conditions for line sharing offered to CLECs is attached to
6 my testimony as Exhibit TGW -16.

7 Q. WHAT ARCHITECTURE IS BELLSOUTH USING TO DEPLOY LINE
8 SHARING?

9 A. Attached to this testimony, as Exhibit TGW-17, is a diagram that illustrates the
10 splitter arrangement for the BellSouth-owned splitter in the central office.
11 BellSouth allows CLECs to order splitters in three different increments: full
12 shelf (96 line units); one-fourth of a shelf (24 line units); or an 8-port option,
13 currently under development. Under these options, BellSouth purchases,
14 installs, inventories, leases, and maintains the splitters. BellSouth installs a
15 splitter in its equipment space or in a common area close to the CLEC's
16 collocation area. BellSouth will provide to requesting carriers loop and splitter
17 functionality that is compatible with any transmission technology that the
18 requesting carrier seeks to deploy using the high frequency portion of the loop,
19 provided that such transmission technology is deployable pursuant to Section
20 51.230 of the FCC rules. BellSouth provides a bantam jack at the splitter so
21 the CLEC can test the high frequency portion of the loop.

22 Under any of these three options, a group of splitter ports is assigned to a
23 specific CLEC. The splitter is connected to BellSouth's frame via cabling.
24 One cable is connected to the splitter carrying the shared voice and data signal
25 from the frame to the splitter. A second cable carries the voice traffic from the

1 splitter back to the frame. A third cable carries the data traffic from the splitter
2 to the frame. After the cables are run between the splitter and the frame, the
3 technician performs a "streaker card" test. This test insures appropriate
4 connectivity between the splitter and the BellSouth frame and that the splitter
5 is ready to support end user line sharing orders.

6 When wiring the end user line sharing service, collocation cross-connections
7 are used to connect the loop carrying the shared voice and data traffic to the
8 splitter termination on the frame. A second cross-connection carries the voice
9 traffic from the splitter termination to the BellSouth voice switch. The data
10 traffic is then carried to the CLEC collocation space by a cross connection.
11 After the wiring is completed for the end user line service, BellSouth tests the
12 voice service and also the cross-connections necessary to provide end user data
13 service. In order to verify that the data cross-connections are correct,
14 BellSouth recently completed work with a supplier who developed a Line-
15 sharing Verification Transmitter test set. BellSouth technicians use this test
16 set to ensure that the data portion of the circuit is wired correctly for the end
17 user service.

18 Q. DOES BELLSOUTH ASSIST CLECS IN DETERMINING IF LOOPS
19 QUALIFY FOR ITS DATA SERVICE?

20 A. Yes. BellSouth provides its loop make up information via the Loop Make Up
21 service that a CLEC may use to help determine if a loop can support the
22 CLEC's data service. Loop make-up information for a particular loop is the
23 same whether the CLEC intends to purchase a stand-alone xDSL-capable loop
24 or engage in line sharing. Thus, there is no difference in the process for
25 obtaining loop make-up information between the two offerings.

1 Q. WHAT ARE THE CLEC'S OPTIONS IF THE LOOP IS DETERMINED TO
2 BE UNSUITABLE FOR ITS DATA SERVICE?

3 A. The CLEC may request that BellSouth modify the loop with BellSouth's
4 Unbundled Loop Modification (ULM) offering. ULM allows the CLEC to
5 order removal of load coils or excessive bridged tap. ULM for line sharing is
6 the same process described in the testimony of Wiley (Jerry) G. Latham.

7 If the CLEC determines that a loop cannot be used or conditioned to provide
8 data service on the high frequency spectrum, the CLEC can attempt to identify
9 alternative loops via the Loop Make Up process (LMU). If unloaded copper
10 loops are available, the CLEC can reserve the facility for 96 hours. The LMU
11 process will provide the CLEC a facility reservation number (FRN). The
12 CLEC may place the FRN on the line sharing LSR to have high frequency
13 spectrum provisioned on the reserved loop.

14 If modifying a loop will significantly degrade the voice services BellSouth is
15 providing over a loop, and the CLEC is unable to locate another loop that
16 satisfies the technical requirements of the CLEC, the CLEC will not be
17 allowed to offer data service on a loop shared with BellSouth. If necessary,
18 BellSouth will make a showing to the state commission that the existing voice
19 service will be degraded and that no alternative loops are available..

20 Q. HAS BELLSOUTH PROVISIONED LINE SHARING SERVICE IN
21 FLORIDA?

22 A. Yes. As of April 30, 2001, BellSouth had installed splitters in 470 wire centers
23 region-wide, and 123 wire centers in Florida. As of April 30, 2001, BellSouth

1 has provisioned line sharing on 780 lines in Florida and 2,765 lines region-
2 wide.

3 Q. IS BELLSOUTH WILLING TO CONSIDER ANY OTHER
4 ARCHITECTURES FOR PROVIDING LINE SHARING?

5 A. During the initial meetings of the collaborative, several CLECs requested the
6 option of providing line sharing via a CLEC-owned splitter located in the
7 CLEC's collocation space. BellSouth agreed to investigate a CLEC-owned
8 splitter option in the collaborative meetings following the successful
9 commercial launch of the BellSouth-owned splitter product on June 6, 2000.
10 As described earlier, the parties established an additional collaborative to serve
11 as a vehicle for these discussions. Exhibit TGW-9 to my testimony is the
12 charter for this initiative. The goal of this collaborative team was to "support
13 the development of, with the mutual agreement to, the processes and
14 procedures required to jointly implement line-sharing utilizing CLEC-owned
15 splitters collocated in the central office...." See Exhibit TGW-9. This
16 collaborative developed processes and procedures that enable CLECs to
17 engage in line sharing by means of a CLEC-owned splitter. Rates for line
18 sharing via a CLEC-owned splitter are set forth in Attachment A to
19 BellSouth's Revised SGAT. A diagram for the planned CLEC-owned splitter
20 option for line sharing in the central office is Exhibit TGW-18 to my
21 testimony.

22 Despite the initial enthusiasm for a CLEC-owned splitter arrangement, to date
23 no CLEC has installed its own splitter. Sprint committed to test the option
24 beginning in January 2001, but then withdrew. No other CLEC has agreed

1 even to test this option with BellSouth. BellSouth remains committed to
2 testing its offer of line sharing via a CLEC-owned splitter.

3 In the line sharing collaborative, BellSouth and the CLECs jointly agreed to a
4 schedule for development of methods and procedures for the various
5 requirements of the *Line Sharing Order*. Exhibit TGW-10 to my testimony is
6 the charter for the remote terminal collaborative team. The stated goal of this
7 collaborative “is to support the development of, with the mutual agreement to,
8 the processes and procedures required to jointly implement line-sharing
9 utilizing splitters located in the remote terminal as one of the options to meet
10 the requirements of the FCC line-sharing order.” See Exhibit TGW-10.
11 BellSouth has developed the RT Line Sharing option and performed internal
12 testing. Because no CLEC had collocated a DSLAM in a remote terminal, nor
13 demonstrated interest in ordering the RT line sharing option, the RT line
14 sharing development effort has been suspended. BellSouth has completed
15 internal testing and the development of methods and procedures. BellSouth
16 can deliver this option 60 days after successful completion of end-to-end
17 testing with a participating CLEC.

18 Notwithstanding the apparent lack of CLEC interest, BellSouth stands ready to
19 provide line sharing from the remote terminal, if requested. BellSouth will
20 work independently with any interested CLEC to provide this service. To
21 provide line sharing from the remote terminal, the CLEC must collocate in the
22 remote terminal and place a DSLAM in its collocation space. The CLEC may
23 then purchase the high frequency portion of the copper subloop from the
24 remote terminal to the end user customer. To date, however, no CLEC has

1 requested line sharing from the remote terminal or line sharing over the copper
2 portion of the loop from the remote terminal to the customer premises.

3 Q. WHAT IS LINE SPLITTING?

4 A. Line splitting is when a CLEC provides voice service and a data LEC provides
5 data service to the same end user over the same loop and neither of the carriers
6 is BellSouth. BellSouth will allow CLECs (either one CLEC or two CLECs
7 working together) to offer both voice and data over a single unbundled loop.
8 *See Revised SGAT, §IV.B9.*

9 Q. HOW DOES BELLSOUTH PLAN TO OFFER LINE SPLITTING?

10 A. BellSouth offers the same arrangement to CLECs as that described by the FCC
11 in the Texas 271 Order and the *Line-sharing Reconsideration Order*.
12 Specifically, BellSouth facilitates line splitting by CLECs by cross-connecting
13 an xDSL-capable loop and a port to the collocation space of either the voice
14 CLEC or the data CLEC. The CLECs may then connect the loop and the port
15 to a CLEC-owned splitter, and split the line themselves.

16 Q. IF BELLSOUTH IS CURRENTLY THE VOICE PROVIDER AND A
17 PROVIDER OF DATA SERVICES (A "DATA CLEC") IS THE
18 ADVANCED SERVICES PROVIDER, AND THE END USER
19 SUBSEQUENTLY CHOOSES A CLEC FOR VOICE SERVICE (A "VOICE
20 CLEC"), HOW WOULD LINE SPLITTING OCCUR?

21 A. If the original line sharing arrangement was established with a Data CLEC-
22 owned splitter, then BellSouth would not be involved with the splitter
23 provisioning and, accordingly, any decisions regarding use of the splitter

1 would be left up to the Data CLEC. If, however, the original line sharing
2 arrangement were established with a BellSouth-owned splitter, then BellSouth
3 would allow the Data LEC to continue leasing the BellSouth splitter under the
4 following conditions:

- 5 • The existing Data CLEC remains the end user's advanced services
6 provider, and
- 7 • The Data CLEC has an agreement with the Voice CLEC to use the
8 upper frequency spectrum of the loop to continue providing the
9 advanced services.

10 Q. WHAT PLANS DOES BELL SOUTH HAVE TO PROVIDE LINE
11 SPLITTING OTHER THAN CONVERTING FROM LINE SHARING?

12 A. Where a line sharing arrangement does not already exist, BellSouth will work
13 cooperatively with Voice CLEC and Data LEC to develop methods and
14 procedures whereby a Voice CLEC and Data LEC may provide services over
15 the same loop. Under this process, BellSouth will deliver a loop and port to
16 the collocation space of either the Voice CLEC or Data LEC, as specified in
17 the *Line Sharing Reconsideration Order*. The loop and port cannot be a loop
18 and port combination (i.e. UNE-P), but must be individual stand-alone network
19 elements. The Voice CLEC or the Data LEC shall be responsible for
20 connecting the loop and port to a CLEC-owned splitter. BellSouth shall not
21 own or maintain the splitter used for this purpose.

22 To participate in line splitting, the voice provider, the data provider, or both the
23 voice and data providers will need a collocation agreement with BellSouth and
24 will need authorization to order cross-connections, loops, and ports. If more

1 than one CLEC is involved, the second CLEC will need an agreement to share
2 the CLEC of record's loop. This arrangement would provide a UNE loop and
3 port to provide the CLEC's end user with voice service. The high frequency
4 portion of the loop would be available for data because of the CLEC-provided
5 splitter, which is accessed via a cross-connection from the frame to the
6 CLEC's collocation space. A second cross-connection would return the voice
7 signal from the splitter in the collocation space to the BellSouth voice switch
8 port. BellSouth would bill the CLEC that purchases the loop and the purchaser
9 of the loop will be responsible for all charges associated with the line splitting
10 UNE arrangement. Where the data LEC is different than the voice CLEC, the
11 purchaser of the loop may authorize the other party to act on their behalf. For
12 example, the voice CLEC and data LEC may need an arrangement between
13 themselves for the data LEC to report data troubles.

14 Q. WHAT PLANS DOES BELLSOUTH HAVE FOR A LINE SPLITTING
15 COLLABORATIVE?

16 A. BellSouth announced a "kick-off" meeting to discuss Line Splitting and to
17 initiate a Line Splitting Collaborative. This meeting was April 19, 2001 in
18 Atlanta. Eight voice CLECs and data LECs attended the kick-off and indicated
19 an interest in participating in the collaborative. The first line splitting industry
20 collaborative was held May 3, 2001. The line splitting collaborative plans to
21 meet weekly until the product is introduced and stable. Notwithstanding the
22 Collaborative Schedule, however, BellSouth stands ready to provide line
23 splitting, if requested. BellSouth will work independently with any interested
24 CLEC to provide this service.

1 Q. WHAT CHARGES DOES BELLSOUTH BELIEVE ARE APPROPRIATE
2 FOR LINE SPLITTING?

3 A. The applicable recurring charges to be paid by the Voice CLEC for this line
4 splitting arrangement will be the loop, the port, and two collocation cross-
5 connections, as shown on Exhibit TGW-19. The applicable nonrecurring
6 charges to be paid by the Voice CLEC for this line splitting arrangement will
7 be the nonrecurring rate for the loop-port combination (switch-with-change to
8 add the two cross connections).

9 The rates for line splitting are not independent rates but rather are comprised of
10 cost-based rates already set forth in Attachment A to BellSouth's Revised
11 SGAT and in various interconnection agreements.

12 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

13 A. Yes.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 SURREBUTTAL TESTIMONY OF THOMAS G. WILLIAMS
3 BEFORE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 960786-TL
5 August 20, 2001

6

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

10

11 A. My name is Thomas G. Williams. I am employed by BellSouth as Product
12 Manager for Line Sharing and Line Splitting for the nine-state BellSouth
13 region. My business address is 3535 Colonnade Parkway, Suite E511,
14 Birmingham, Alabama, 35243.

15

16 Q. ARE YOU THE SAME THOMAS G. WILLIAMS WHO FILED DIRECT
17 TESTIMONY IN THIS PROCEDURE?

18

19 A. Yes.

20

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

22

23 A. I am responding to the testimony of WorldCom witness Mr. Greg Darnell,
24 AT&T witness Mr. Steven Turner and Florida Digital Network (FDN) witness
25 Mr. Michael Gallagher on Line Sharing and Line Splitting issues.

1 Q. DO YOU AGREE THAT BELLSOUTH MUST PROVIDE ACCESS TO
2 LINE SPLITTERS THAT IT USES FOR ITSELF BECAUSE LINE
3 SPLITTERS ARE "ATTACHED ELECTRONICS" AND, THEREFORE,
4 PART OF THE LOCAL LOOP AS MR. DARNELL STATES ON PAGES 19-
5 21 AND MR. TURNER STATES ON PAGE 18 OF THEIR TESTIMONY?

6

7 A. No. BellSouth does not have discrete line splitters in its network for its own
8 use. Therefore, BellSouth has no splitters on any of its loops that could be
9 considered "attached electronics". BellSouth only deploys discrete line
10 splitters at the request of ALECs for Line Sharing. For its own wholesale
11 ADSL offering, BellSouth's DSLAM provides the splitting functionality. In
12 the Third report and Order at ¶175, the FCC was very clear that ILECs have no
13 obligation to provide unbundled access to its DSLAM:

14

15 We conclude that, with the exception of Digital Subscriber Line access
16 Multiplexer (DSLAMs), the loop includes attached electronics,
17 including multiplexing equipment used to derive the loop transmission
18 capacity.

19

20 BellSouth's DSLAM performs this splitting functionality and it is technically
21 infeasible to separate the splitting functionality from the remainder of the
22 DSLAM.

23

24 Also, this Commission was very clear on this matter (*June 28, 2001 'Final*
25 *Order On Arbitration', Docket No. 000731-TP In re: Petition by AT&T*

1 *Communication of the Southern States, Inc. d/b/a/ AT&T for arbitration of*
2 *certain terms and conditions of a proposed agreement with BellSouth*
3 *Telecommunications, In. pursuant to 47 U.S.C. Section 252)* when this
4 Commission presented its Decision, on page 151:

5
6 We conclude that although a splitter may have appeared to be included
7 under the definition of “attached electronics” in the UNE Remand
8 Order, in subsequent orders the FCC clearly rejects arguments that an
9 ILEC should be obligated to provide the splitter, where ALECs engage
10 in “line splitting.” Specifically, the FCC rejects AT&T’s argument that
11 the splitter should be included as part of the loop as “attached
12 electronics”.

13
14 Q. MR. DARNELL COMPLAINS ON PAGE 20 OF HIS TESTIMONY THAT
15 BELLSOUTH IS NOT WILLING TO PERMIT LINE SPLITTING
16 BETWEEN ITSELF AND A VOICE CLEC. PLEASE EXPLAIN THIS
17 POSITION.

18
19 A. Certainly. First, Mr. Darnell is confusing some terms. As I previously stated
20 in my testimony, Line Splitting is when a voice ALEC provides voice service
21 and a data LEC provides data service over the same loop. BellSouth is not a
22 data LEC and therefore by definition, is not an actively involved party in Line
23 Splitting. Second, BellSouth offers its wholesale ADSL to internet service
24 providers (ISPs), who sell internet service to end users. BellSouth wholesale
25 ADSL is offered through an FCC tariff, which contains the requirement that

1 the service only be offered where BellSouth is the voice provider.
2 Accordingly, BellSouth is not a 'data provider', but rather a transport provider
3 for the data providers. Lastly, the FCC has repeatedly been very clear in its
4 position that incumbent LECs are not required to continue providing xDSL
5 services when the CLEC provides the voice service. For example, in the Line
6 Sharing Reconsideration Order referenced above, the FCC stated:

7

8 We deny, however, AT&T's request that the Commission clarify that
9 incumbent LECs must continue to provide xDSL service in the event
10 customers choose to obtain service from a competing carrier on the
11 same line because we find that the Line Sharing Order contained no
12 such requirement. (See In Re: Deployment of Wireline Services
13 Offering Advanced Telecommunications Capability, Order No. FCC
14 01-26 in CC Docket Nos. 98-147, 96-98 (Released January 19, 2001) at
15 ¶26).

16

17 The FCC then expressly stated that it's Line Sharing Order

18 ... does not require that [LECs] provide xDSL service when they are no
19 longer the voice provider. (Id.)

20

21 Q. HAS ANOTHER COMMISSION PREVIOUSLY ADDRESSED THIS
22 ISSUE?

23

24 A. Yes. In an arbitration proceeding before the Public Service Commission of
25 South Carolina, IDS Telecom, LLC alleged that it was anticompetitive for

1 BellSouth not to provide xDSL services over a loop that a ALEC is using to
2 provide voice service. The South Carolina Commission rejected IDS's
3 allegations, stating:

4
5 IDS's allegation is without merit. The FCC recently stated "we
6 deny AT&T's request for clarification that under the Line Sharing
7 Order, incumbent LECs are not permitted to deny their xDSL
8 [data] services to customers who obtain voice service from a
9 competing carrier where the competing carrier agrees to the use of
10 its loop for that purpose." After denying AT&T's request, the
11 FCC reiterated that "[a]lthough the Line Sharing Order obligated
12 incumbent LECs to make the high frequency portion of the loop
13 separately available to competing carriers on loops where the
14 incumbent LEC provides voice service, it does not require that
15 they provide xDSL service when they are no longer the voice
16 provider." Clearly, the FCC has not required an incumbent LEC to
17 provide xDSL service to a particular end user when the incumbent
18 LEC is no longer providing voice service to that end user. IDS'
19 contention that this practice is anticompetitive is therefore not
20 persuasive when BellSouth is acting in accordance with the
21 express language of the FCC's most recent Order on the subject.

22

23 See Order on Arbitration, In re Petition of IDS Telecom, LLC for Arbitration of
24 a Proposed Interconnection Agreement with BellSouth Telecommunications,
25 Inc. Pursuant to 47 U.S.C. Section 252(b), Order No. 2001-286 in Docket No.

1 2001-19-C at 28-29 (April 3, 2001).

2

3 Q. DO YOU AGREE WITH MR. TURNER AS HE STATES ON PAGE 5 OF
4 HIS TESTIMONY THAT BELL SOUTH REFUSES TO IMPLEMENT LINE
5 SPLITTING IN FLORIDA EXCEPT IN THE NARROWEST OF
6 CIRCUMSTANCES?

7

8 A. No. BellSouth offers the same arrangement to ALECs as that described by the
9 FCC in the Texas 271 Order and the Line-sharing Reconsideration Order.
10 Specifically, BellSouth facilitates Line Splitting by ALECs by cross-connecting
11 an xDSL-capable loop and a port to the collocation space of either the voice
12 ALEC or the data ALEC. The ALECs may then connect the loop and port to a
13 ALEC-owned splitter, and split the line themselves. BellSouth has made it
14 clear to the members of the Line Splitting Collaborative, including AT&T, that
15 it is prepared to accept Line Splitting orders to convert existing UNE-P
16 customers to Line Splitting arrangements. The conversion of UNE-P to Line
17 Splitting is the specific arrangement that that Line Sharing Reconsideration
18 Order addressed. Carrier Notification Letter SN91082407 was distributed to
19 all ALECs informing them that Line Splitting is available as of June 19, 2001.
20 The Carrier Letter is attached as Exhibit TGW-20 and is posted on the
21 BellSouth Interconnection web site. Moreover, BellSouth has always been
22 prepared to offer Line Splitting in that there are no new elements in Line
23 Splitting arrangement. If AT&T wishes to engage in line splitting with an
24 existing UNE-P customer, all it must do is request from BellSouth an
25 unbundled loop terminated to a collocated splitter and DSLAM equipment and

1 unbundled switching combined with shared transport, to replace its existing
2 UNE-platform arrangement, as specified by the FCC in paragraph 19 of the
3 Line Splitting Order. Additionally, BellSouth allowed members of the Line
4 Splitting Collaborative to prioritize additional scenarios for migration to Line
5 Splitting arrangements. Currently BellSouth and the Line Splitting
6 Collaborative are developing two additional conversion scenarios, which are
7 (1) BellSouth voice service to line splitting and (2) new line splitting
8 customers.

9

10 Q. DO YOU AGREE WITH MR. TURNER AS HE SAYS ON PAGE 10 OF HIS
11 TESTIMONY THAT BELLSOUTH REFUSES TO PROVIDE
12 OPERATIONAL PROCESSES FOR ALECS TO ENGAGE IN LINE
13 SPLITTING?

14

15 A. No. In addition to the Carrier Notification Letter SN91082407 mentioned
16 above, the BellSouth Business Rules For Local Ordering was updated on the
17 BellSouth Interconnection web site June 29, 2001 to include instructions that
18 ALECs may use to order Line Splitting arrangements. Also, BellSouth is
19 voluntarily hosting a weekly Line Splitting industry collaborative for the
20 express purpose of working with ALECs in the development, refinement and
21 enhancement of operational processes relating to Line Splitting. The BellSouth
22 Line Sharing Collaborative web site has additional information to assist ALECs
23 ordering of Line Splitting. This site contains the following documents:

24

25 • UNE-P to Line Splitting Order Process Flow

- 1 • Line Splitting Ordering Document (LSOD)
- 2 • Line Splitting DOC Detailed Instruction Document
- 3 • Line Splitting Trouble Receipt Flow Data Trouble

4

5 This web site can be found at the following hyperlink:

6 [http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/bls](http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/bls_c_linesplitting.html)
7 [c_linesplitting.html](http://www.interconnection.bellsouth.com/markets/lec/line_sharing_collab/bls_c_linesplitting.html)

8

9 If AT&T wishes to order Line Splitting arrangements, the information is
10 readily available to allow it to do so.

11

12 Q. DO YOU AGREE WITH MR. TURNER, AS HE STATES IN PAGE 11 OF
13 HIS TESTIMONY, THAT IT IS DISCRIMINATORY FOR BELLSOUTH TO
14 PROVIDE A LINE SPLITTER TO DATA LECS FOR LINE SHARING BUT
15 NOT LINE SPLITTING?

16

17 A. No. In its Line Sharing Order, the FCC found that “incumbent LECs may
18 maintain control over the loop and splitter equipment and functions. In fact,
19 both the incumbents and the competitive LECs agree that, subject to certain
20 obligations, the incumbent LEC may maintain control over the loop and the
21 splitter functionality, if desired.” (Emphasis added.) Line Sharing Order, ¶ 76.
22 Likewise, “incumbent LECs must either provide splitters or allow competitive
23 LECs to purchase comparable splitters as part of this new unbundled network
24 element.” (Emphasis added.) Line Sharing Order, ¶ 146. The Illinois
25 Commission confirmed the FCC’s ruling in an arbitration decision between

1 Covad and Ameritech; specifically discussing Paragraphs 76 and 146 of the
2 Line Sharing Order: “These paragraphs clearly indicate that Ameritech is
3 under no legal obligation to make available Ameritech-owned splitters; rather,
4 Ameritech has the option to own splitters.” Covad Communications Company,
5 Petition for Arbitration Pursuant to Section 252(b) of the Telecommunications
6 Act of 1996, Rhythms Links, Inc., Petition for Arbitration Pursuant to Section
7 252(b) of the Telecommunications Act of 1996 (Covad/Rhythms Illinois
8 Arbitration Award), 00-0312, 00-0313, August 17, 2000. There, the Illinois
9 Commission indicated that the Texas, California, and Pennsylvania
10 commissions permitted, but did not require, ILEC owned splitters.

11

12 BellSouth’s Line Sharing offering currently includes a BellSouth owned
13 splitter as well as a ALEC owned splitter option. Any argument that
14 BellSouth should also be required to own the splitter in a line splitting
15 arrangement penalizes BellSouth for electing to exceed the regulatory
16 requirements set forth in the Line Sharing Order. Further, because the FCC’s
17 Line Sharing Order provided the incumbent with a choice about splitter
18 ownership, this Commission should not require BellSouth to own the splitter in
19 a line splitting environment.

20

21 Q. HAS THIS COMMISSION PREVIOUSLY RULED ON THIS ISSUE OF
22 BELL SOUTH PROVIDING THE SPLITTER IN LINE SPLITTING
23 ARRANGMENTS?

24

25 A. Yes. In the AT&T and BellSouth Telecommunications, Inc. Arbitration,

1 DOCKET NO. 000731-TP, ORDER NO. PSC-01-1402-FOF-TP Issued: June
2 28, 2001, the Florida PSC ordered:

3

4 BellSouth shall be required to allow AT&T access to the spectrums on
5 a local loop for voice and data when AT&T purchases a loop/port
6 combination, alternatively referred to as "line splitting." In order to
7 facilitate "line splitting," BellSouth shall be obligated to provide an
8 unbundled xDSL-capable loop terminated to a collocated splitter and
9 DSLAM equipment, and unbundled circuit switching combined with
10 shared transport at TELRIC rates. However, BellSouth will not be
11 required to provide the splitter in a line splitting arrangement.

12 (Emphasis added.)

13

14 Q. MR. TURNER SAYS ON PAGES 12, 13, AND 20 OF HIS TESTIMONY
15 SAYS THAT IF ALECS PROVIDE THE SPLITTER THE SERVICE
16 OUTAGE WILL BE LONGER BECAUSE OF MULTIPLE CROSS-
17 CONNECTIONS AND COORDINATION BETWEEN BELLSOUTH AND
18 THE ALEC. DO YOU AGREE WITH THIS DESCRIPTION?

19

20 A. No. A short interruption of voice service is always required when wiring the
21 loop to a splitter, regardless of who owns the splitter. The combined voice and
22 data service must be connected to the splitter for Line Splitting orders.
23 BellSouth will run a collocation cross-connection to the ALEC provided cable,
24 and another from a second ALEC cable termination to send the voice signal to
25 the voice port. This arrangement is no more complicated and will result in no

1 greater interruption of voice service than if BellSouth were to use cross-
2 connections to its own splitter leased by the ALEC. Mr. Turner's reference to
3 "coordination" is confusing. There is no coordination between BellSouth and
4 the ALEC for Line Sharing or Line Splitting end-user orders. As AT&T will
5 discover when they submit their first order with the required cable assignments,
6 BellSouth will perform the work on or prior to the due date.

7

8 Q. DO YOU AGREE WITH MR. TURNER AS HE SAYS ON PAGE 14 THAT
9 BECAUSE THERE IS NO TECHNICAL BARRIER TO PROVIDE
10 SPLITTERS AND BECAUSE BELL SOUTH WILL PROVIDE SPLITTERS
11 WHEN IT RETAINS THE VOICE CUSTOMER THAT IT IS BEING
12 DISCRIMINATORY?

13

14 A. No. As I previously stated, BellSouth should not be penalized for electing to
15 exceed the regulatory requirements set forth in the Line Sharing Order, which
16 clearly states that ILECs may own the splitter but are not required to do so.
17 Splitters are not UNEs. BellSouth does not have discrete line splitters in its
18 network for its own use. The only discrete splitters BellSouth has deployed
19 have been at the request of ALECs for Line Sharing. Additionally, Mr. Turner
20 complains that because BellSouth is not providing the splitter, ALECs will be
21 required to use collocation. Clearly, the FCC envisioned the use of collocation
22 for ALECs to provide advanced services. In paragraph 19 of the Line Splitting
23 order referenced above, the FCC said, "For instance, if a competing carrier is
24 providing voice service using the UNE-platform, it can order an unbundled
25 xDSL-capable loop terminated to a collocated splitter and DSLAM equipment

1 and unbundled switching combined with shared transport, to replace its
2 existing UNE-platform arrangement with a configuration that allows
3 provisioning of both data and voice services.” (Emphasis added). The
4 provision of xDSL requires collocation because the DSLAM must be located in
5 the central office. AT&T can place its splitter in the same collocation space
6 with the DSLAM. In fact, DSLAMs are available with an integrated splitter.
7 Further, Mr. Turner’s statements about service disruption due to an ALEC
8 provided splitter has no credibility. The temporary disruption associated with
9 connecting a splitter will be the same regardless of who owns the splitter.

10

11 Q. DO YOU AGREE WITH MR. TURNER THAT WITHOUT BELLSOUTH
12 PROVIDING THE SPLITTER ALECS ARE PRECLUDED FROM
13 COMPETING FOR CUSTOMERS WHO WISH TO OBTAIN ADVANCED
14 SERVICES OVER A SINGLE LOOP, AS HE SAYS ON PAGE 14?

15

16 A. No. Splitters are relatively inexpensive compared to other data equipment
17 required to provide end-users high-speed data service. If an ALEC wishes to
18 provide xDSL services or partner with a data provider to offer xDSL service to
19 its end users over the high frequency spectrum of UNE loops, it must have a
20 DSLAM located in the serving central office. This type of data service
21 requires a DSLAM. Without a DSLAM there is no xDSL. Also, xDSL service
22 is very distance sensitive. Except for remote terminal line sharing, which Mr.
23 Turner does not address, I know of no way to provide xDSL service and not
24 have a collocated DSLAM in the serving central office. Therefore, if AT&T
25 intends to provide xDSL services, it will have a collocated DSLAM or will

1 have access to a DSLAM belonging to a data partner. It can place the splitter
2 in the same collocation space where the DSLAM resides. In fact, many
3 providers use a DSLAM with an integrated splitter.

4

5 Additionally, the FCC was very clear in paragraph 19 of the Line Splitting
6 Order that it intended that the ALECs would "provide its own splitter". The
7 FCC further states in paragraph 18 of the order that "two competing carriers
8 join to provide voice and data services through line splitting".

9

10 Q. DO YOU AGREE WITH MR. TURNER'S ALLEGATION ON PAGE 20
11 THAT BELLSOUTH IS ATTEMPTING TO "LOCK-UP" THE DSL
12 MARKET BEFORE ALECS HAVE A CHANCE TO PROVIDE BUNDLED
13 SERVICES?

14

15 A. Absolutely not. Nothing is preventing AT&T and other ALECs from offering
16 bundled services today. Mr. Turner's allegation is belied by the facts.
17 According to Scott C. Cleland of Precursor Group, a leading independent
18 research group, 73% of existing residential households with broadband data
19 service have cable modems and 26% are served by DSL. Precursor Group
20 Newsletter, February 22, 2001. This newsletter is Exhibit TGW-21. In
21 addition to the cable modem option, there are numerous data LECs providing
22 data services, from which end users may select. Customer choice is prevalent.

23

24 Q. DO YOU AGREE THAT A SPLITTER IS THE SAME AS BRIDGED TAP
25 OR LOAD COILS AS MR. TURNER ALLEGES ON PAGE 19 OF HIS

1 TESTIMONY?

2

3 A. No. Mr. Turner takes the strange position that a splitter is like bridged tap.
4 Bridged tap is an engineering technique of extending a loop so that it could
5 serve additional locations and adds flexibility, and therefore, efficiency to the
6 BellSouth network. Load coils are devices that improve voice quality,
7 especially on long loops. I am confused by Mr. Turner's point that, because
8 the FCC allows ALECs to request removal of bridged tap and load coils to
9 allow data services, BellSouth is obligated to provide a piece of equipment that
10 does not exist in BellSouth's network, except when ordered by a ALEC for line
11 sharing.

12

13 Q. DOES BELLSOUTH PLAN TO REMOVE SPLITTERS, AS MR. TURNER
14 STATES ON PAGE 21 OF HIS TESTIMONY?

15

16 A. No. BellSouth is not proposing removing a splitter if the end user wishes to
17 continue receiving data service from an existing data provider, but wishes to
18 migrate to another voice provider. If a data ALEC engaged in line sharing is
19 providing its own splitter and also has an agreement to use the high frequency
20 spectrum of the winning voice ALEC's UNE loop, there would be no wiring
21 change and no service interruption, and the end user certainly would not lose
22 its data service, as Mr. Turner alleges. Likewise, if a data LEC in a line
23 sharing arrangement is leasing a splitter from BellSouth and also has an
24 agreement to use the winning voice ALEC's high frequency spectrum, there
25 would be no service interruption, nor loss of data service. In other words, in

1 both of these situations, it is BellSouth's plan that there be no wiring changes,
2 and therefore, no interruption of the end user's data service.

3

4 Q. DO YOU AGREE WITH MR. TURNER'S DISCUSSION ON PAGE 21 AND
5 22 OF THE FLORIDA PSC'S RULING THAT BELLSOUTH DID NOT
6 HAVE TO PROVIDE SPLITTERS FOR LINE SPLITTING?

7

8 A. No. Mr. Turner's description is flawed. First, as Mr. Turner points out on page
9 17 of his testimony, the Texas Public Utilities Commission did approve SBC's
10 application for long distance relief without owning a splitter in line splitting
11 arrangements. Later, an arbitrator ruled that SBC should own the splitter in line
12 splitting arrangements. There is no requirement anywhere, however, that
13 BellSouth own the splitter for 271 compliance. Moreover, the Florida PSC has
14 already ruled in the AT&T arbitration that BellSouth does not have to provide
15 splitters for line splitting.

16

17 Q. DO YOU AGREE WITH MR. TURNER AS HE SAYS ON PAGE 24 OF HIS
18 TESTIMONY THAT BELLSOUTH SHOULD PROVIDE SPLITTERS
19 "LINE-AT-A-TIME"?

20

21 A. No. First, as I've previously described, BellSouth has no obligation to provide
22 splitters for line sharing or line splitting. Line splitters are not a piece of
23 discrete equipment that BellSouth has in its network for its own use. The
24 splitter functionality is performed within the DSLAM for BellSouth's own
25 xDSL offering. BellSouth provides line splitters at the request of data ALECs

1 to provide line sharing to their end user customers.

2

3 The splitter equipment selected by BellSouth when it provides the splitter for
4 line sharing has 96 or 144 ports, depending upon the supplier. A requirement
5 to deploy an entire shelf of 96 or 144 ports for an ALEC that seeks a single
6 port would be extremely inefficient, and would increase the cost to the ALEC
7 accordingly. BellSouth allows the ALECs to purchase a 96 port splitter
8 compliment, or in 24 or 8 port options.

9

10 In addition to being substantively incorrect, Mr. Turner's testimony on this
11 point is a prime example of AT&T's unwillingness to ever be satisfied. The 8
12 port option was part of a settlement between BellSouth and the Data Coalition
13 (a ALEC conglomerate consisting of the major players in the DSL market
14 including Covad) in the Georgia xDSL Proceeding, which BellSouth agreed to
15 extend region-wide. It is extremely unreasonable for AT&T to request more
16 from this Commission than was agreed to in a region-wide settlement reached
17 between BellSouth and the Data Coalition. If the ALECs who actually use line
18 sharing and line splitting to provide service to local customers are satisfied
19 with 8 ports, AT&T, who is only arguing the point on a theoretical level,
20 should be as well.

21

22 Q. MR. TURNER CLAIMS ON PAGE 25 THAT BELLSOUTH DOES NOT
23 PROVIDE THE SAME LEVEL OF SUPPORT FOR UNE-P WHEN IT IS
24 PART OF A LINE SPLITTING CONFIGURATION AS IT DOES FOR UNE-
25 P VOICE SERVICES. DO YOU AGREE WITH MR. TURNER?

1 A. This is nonsense. First, BellSouth does not have discrete line splitters in its
2 network for its own use. Therefore, BellSouth has no splitters on any of its
3 loops that could be considered "part of the loop". BellSouth only deploys
4 discrete line splitters at the request of ALECs. Second, as I explained above, a
5 UNE-P is a loop and port combined in BellSouth's network. A UNE-P does
6 not require any additional elements, nor does UNE-P require collocation.
7 When the loop and port are separated by other equipment and collocation, it no
8 longer meets the definition of UNE-P and the configuration is more complex
9 and contains additional items.

10

11 Q. DO YOU AGREE WITH MR. TURNER AS HE CLAIMS ON PAGE 26
12 THAT ALECS SHOULD HAVE TO PAY ONLY LOOP-PORT "SWITCH
13 AS IS" COMBINATION FOR A LINE SPLITTING ARRANGEMENT?

14

15 A. No. "Switch-as-is" means that no changes are required. When changing from
16 UNE-P to line splitting, wiring changes are required. First, let me clarify Line
17 Sharing and Line Splitting. With Line Sharing, the incumbent local exchange
18 carrier ("ILEC"), BellSouth in this case, shares its voice line with a data local
19 exchange carrier ("LEC"). In a Line Sharing arrangement, BellSouth provides
20 the voice service to the end user. The data LEC provides xDSL data service to
21 the end user over the high frequency spectrum of the same loop. Exhibit
22 TGW-22 attached to my rebuttal testimony shows the architecture for central
23 office based Line Sharing with a BellSouth-provided splitter.

24

25 The central office architecture that BellSouth uses for its retail voice service is

1 shown in Exhibit TGW-23. When an ALEC wins a voice customer from
2 BellSouth and migrates the voice service to UNE-P, no wiring changes are
3 required. A UNE-P is a combined loop and port as shown in Exhibit TGW-24.
4 The loop and port are combined in BellSouth's network. A UNE-P does not
5 require any additional elements nor does UNE-P require collocation. A review
6 of Exhibit TGW-23 and Exhibit TGW-24 reveal that the central office
7 architectures are identical. In a Line Splitting arrangement, a carrier using an
8 unbundled network element platform, or UNE-P, to provide voice service to
9 one of its customers would "split" the loop and allow another carrier (other
10 than BellSouth) to provide data services to the same customer over the higher
11 frequency portion of the same loop. When a carrier with a UNE-P combination
12 enters into a Line Splitting arrangement with another carrier, however, the loop
13 that had been serving the customer is no longer combined with the port.
14 Instead, central office work is performed to cross-connect the loop to a splitter,
15 which the ALEC owns. In a Line Splitting arrangement, the UNE-P is replaced
16 by a UNE loop, port, and two collocation cross connections. The splitter
17 separates the frequency used to provide the voice service from the frequency
18 used to provide the data services. From there, another cross-connection is used
19 to carry the voice signal to the port on the switch, while the data signal is
20 carried on the ALEC's data network. Thus, the loop and port are no longer
21 combined but, rather, separated by two collocation cross-connections and a
22 piece of ALEC provided equipment. Exhibit TGW-25 depicts a Line Splitting
23 arrangement. As can be clearly seen, this Line Splitting arrangement bears
24 little resemblance to the UNE-P arrangement show in Exhibit TGW-24.
25

1 Concerning migration from Line Sharing to Line Splitting, if the original Line
2 Sharing arrangement was established with a Data LEC-owned splitter, then
3 BellSouth would not be involved with the splitter provisioning and,
4 accordingly, any decisions regarding use of the splitter would be left up to the
5 Data LEC. If, however, the original Line Sharing arrangement were
6 established with a BellSouth-owned splitter, then BellSouth would allow the
7 Data LEC to continue leasing the BellSouth splitter under the following
8 conditions:

9

- 10 ● The existing Data ALEC remains the end user's advanced services
11 provider, and
- 12 ● The Data ALEC has an agreement with the Voice ALEC to use the
13 upper frequency spectrum of the loop to continue providing the
14 advanced services.

15

16 Q. HAS THE FCC RULED ON THE MATTER OF LINE SPLITTING IN UNE-
17 P ENVIRONMENT?

18

19 A. Yes. The Federal Communications Commission ("FCC") was very clear in its
20 Texas 271 order (Application by SBC Communications Inc, Southwestern Bell
21 Telephone, and Southwestern Bell Communications Services, Inc d/b//a
22 Southwestern Bell Long Distance, CC Docket No. 00-65, June 30, 2000) that
23 while ILECs are obligated to facilitate Line Splitting, ILECs are not obligated
24 to own the splitter in a Line Splitting arrangement. In paragraph 325 the
25 Commission states:

1 The Commission's rules require incumbent LECs to provide requesting carriers
2 with access to unbundled loops in a manner that allows the requesting carrier
3 "to provide any telecommunications service that can be offered by means of
4 that network element. As a result, incumbent LECs have an obligation to
5 permit competing carriers to engage in line splitting over the UNE-P where the
6 competing carrier purchases the entire loop and provides its own splitter.

7 And in paragraph 327 of the same order, the Commission states:

8

9 We reject AT&T's argument that SWBT has a present obligation to
10 furnish the splitter when AT&T engages in line splitting over the UNE-
11 P. The Commission has never exercised its legislative rulemaking
12 authority under section 251(d)(2) to require incumbent LECs to provide
13 access to the splitter, and incumbent LECs therefore have no current
14 obligation to make the splitter available.

15

16 Q. IS MR. GALLAGHER CORRECT WHEN HE SAYS, ON PAGE 6 OF HIS
17 TESTIMONY, THAT FDN IS UNABLE TO PROVIDE DSL SERVICE TO
18 APPROXIMATELY 70% OF FLORIDA END-USERS BECAUSE OF THE
19 PRESENCE OF BELLSOUTH DLCs?

20

21 A. No. FDN has the same options available to them as BellSouth has for itself. If
22 FDN wants to provide DSL service to customers served by DLC, FDN has the
23 ability to do so. All of the necessary components are available through
24 collocation and UNE offerings that will allow FDN to serve end user
25 customers, regardless of the facilities serving the end user.

1 Q. DO YOU AGREE WITH MR. GALLAGHER AS HE SAYS ON PAGE 8 OF
2 HIS REBUTTAL TESTIMONY THAT BELLSOUTH DOES NOT OFFER
3 PRODUCTS THAT WOULD ENABLE CLECS TO PROVIDE HIGH-
4 SPEED DATA SERVICE TO CONSUMERS WHO ARE SERVED BY DLC
5 LOOPS WHERE THE ALEC IS THE VOICE PROVIDER?

6

7 A. No. ALECs are not precluded from offering DSL service where Digital Loop
8 Carrier ("DLC") is deployed. When BellSouth provides its own ADSL service
9 where DLC is deployed, BellSouth must locate Digital Subscriber Line Access
10 Multiplexer ("DSLAM") equipment at the DLC location. Through the
11 collocation process, currently offered by BellSouth, an ALEC that wants to
12 provide xDSL where DLC is deployed also can collocate DSLAM equipment
13 at BellSouth DLC remote terminal ("RT") sites. This will allow the ALEC to
14 provide the high speed data access in the same manner as BellSouth.
15 BellSouth will attempt in good faith to accommodate any ALEC requesting
16 such collocation access at a BellSouth DLC RT site that contains a BellSouth
17 DSLAM. In the very unlikely event that BellSouth cannot accommodate
18 collocation at a particular RT, where a BellSouth DSLAM is located,
19 BellSouth will unbundle the BellSouth packet switching functionality at that
20 RT in accordance with FCC requirements. BellSouth, therefore, provides
21 ALECs the same opportunity to offer DSL service where DLC is deployed as
22 BellSouth provides itself.

23

24 Additionally, BellSouth will allow ALECs to offer its end-users resold
25 BellSouth voice service with BellSouth's ADSL Service. If the ALEC is an

1 ISP, it could purchase the BellSouth wholesale ADSL transport service. If the
2 ALEC is not an ISP, it could provide BellSouth® FastAccess® Internet
3 Service as an authorized sales representative (ASR) or independently contract
4 with an ISP of its choice.

5

6 Q. DO YOU AGREE WITH MR. GALLAGHER, AS HE SAYS ON PAGE 11
7 OF HIS REBUTTAL TESTIMONY THAT FDN IS NOT ALLOWED TO
8 OFFER VOICE AND HIGH-SPEED DATA ON THE SAME TELEPHONE
9 LINE?

10

11 A. No. There are at least two ways ALECs can use to provide high-speed data
12 service to consumers who are served by DLC loops where the ALEC is the
13 voice provider. One option would be for the ALEC to perform an electronic
14 Loop Make-Up and locate an available copper loop from the demarcation point
15 (end user customer's Network Interface Device) all the way to their collocation
16 space in the CO. Then, they would 'reserve' the loop and issue an order for
17 that copper loop. Another option for ALECs would be to do what BellSouth
18 does for itself. The ALEC could collocate its DSLAM at the BellSouth RT
19 site. To transport the data from the end user to the RT site, the ALEC could
20 either purchase the existing copper sub loop from the demarcation point to the
21 RT or purchase an additional copper sub loop, both of which BellSouth offers
22 as UNEs. To transport the data from the RT site to the ALEC's collocation
23 area at the Central Office, the ALEC could purchase a sub loop feeder UNE
24 DS1,DS3, and OC3 sub loop feeder. Therefore, once the ALEC collocates its
25 DSLAM at the RT site, all of the parts needed to complete a voice and data

1 combination to serve an end customer that is served by BellSouth DLC
2 facilities are available to the ALEC.

3

4 Q. IS FDN'S POSITION CONCERNING BELLSOUTH'S REFUSAL TO
5 PROVIDE ITS DATA SERVICE WHEN ALECS ARE PROVIDING THE
6 VOICE SERVICE REASONABLE?

7

8 A. No. What FDN is asking is for BellSouth to provide access to BellSouth's
9 wholesale ADSL service on a UNE loop that FDN is using to provide voice
10 service to an FDN end-user. As previously discussed, this request is contrary to
11 anything currently contained in any FCC orders.

12

13 In the Line Sharing Reconsideration Order (*Deployment of Wireline Services*
14 *Offering Advanced Telecommunications Capability*, Order No. FCC 01-26, CC
15 Docket Nos. 98-147, 96-98, January 19, 2001), for instance, the FCC stated,
16 "We deny, however, AT&T's request that the Commission clarify that
17 incumbent LECs must continue to provide xDSL service in the event customers
18 choose to obtain service from a competing carrier on the same line because we
19 find that the *Line Sharing Order* contained no such requirement." *See In Re:*
20 *Deployment of Wireline Services Offering Advanced Telecommunications*
21 *Capability*, Order No. FCC 01-26 in CC Docket Nos. 98-147, 96-98 (Released
22 January 19, 2001) at ¶26. The FCC then expressly stated that its *Line Sharing*
23 *Order* "does not require that [LECs] provide xDSL service when they are no
24 longer the voice provider." *Id.*

25

1 Additionally, in Order No. PSC-01-0824-FOF-TP that was entered in the MCI
2 WorldCom Arbitration (Docket No. 000649-TP), the Florida Public Service
3 Commission found at section XIII, page 51:

4
5 “While we acknowledge WorldCom’s concern regarding the status of
6 the DSL service over a shared loop when WorldCom wins the voice
7 service from BellSouth, we believe the FCC addressed this situation in
8 its Line Sharing Order.” The FCC states that “We note that in the event
9 that the customer terminates its incumbent LEC provided voice service,
10 for whatever reason, the competitive data LEC is required to purchase
11 the full stand-alone loop network element if it wishes to continue
12 providing xDSL service.” FCC 98-147 and 96-98 ¶ 72.

13
14 The FCC does not requires BellSouth to provide its data service over loops
15 where BellSouth is no longer the voice provider. If an ALEC purchases a UNE
16 loop, the ALEC becomes the voice provider. Therefore, BellSouth is not
17 required to provide data service over that loop.

18
19 Q. DO YOU AGREE WITH MR. GALLAGHER AS HE STATES ON PAGE 13
20 OF HIS REBUTTAL THAT BELLSOUTH IS REQUIRED TO OFFER ITS
21 DSL SERVICE ON A DISCOUNTED WHOLESALE BASIS?

22
23 A. No. BellSouth offers its wholesale ADSL to ISPs, who sell internet service to
24 end users. BellSouth’s wholesale ADSL is offered through an FCC tariff,
25 which contains the requirement that the service only be offered where

1 BellSouth is the voice provider.

2

3 Q. SHOULD BELLSOUTH BE ALLOWED TO OFFER ITS WHOLESALE
4 ADSL OFFERING ONLY WHERE BELLSOUTH IS THE VOICE
5 PROVIDER AS MR. GALLAGHER INDICATES ON PAGE 13?

6

7 A. Yes. As I previously stated, BellSouth offers its wholesale ADSL to ISPs, who
8 sell internet service to end users. BellSouth wholesale ADSL is offered
9 through an FCC tariff, which contains the requirement that the service only be
10 offered where BellSouth is the voice provider. Additionally, in the Line
11 Sharing Reconsideration Order referenced above, the FCC stated:

12

13 “We deny, however, AT&T’s request that the Commission clarify that
14 incumbent LECs must continue to provide xDSL service in the event
15 customers choose to obtain service from a competing carrier on the
16 same line because we find that the Line Sharing Order contained no
17 such requirement.” See *In Re: Deployment of Wireline Services
18 Offering Advanced Telecommunications Capability*, Order No. FCC
19 01-26 in CC Docket Nos. 98-147, 96-98 (Released January 19, 2001) at
20 ¶26.

21

22 The FCC then expressly stated that it’s *Line Sharing Order*

23 “does not require that [LECs] provide xDSL service when they are no
24 longer the voice provider.” *Id.*

25

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 BY MS. FOSHEE:

2 Q Mr. Williams, did you prepare a summary for us today?

3 A Yes, I did.

4 Q Could you give that, please.

5 A Yes. Thank you. Good morning. As I said, my name
6 is Tommy Williams, and I am the line sharing and line splitting
7 product manager at BellSouth. My testimony addresses issues
8 related to line sharing and line splitting. First, I'd like to
9 make this Commission aware of a significant change regarding
10 line splitting since I filed my direct and rebuttal
11 testimonies.

12 While BellSouth remains in its position that it is
13 not obligated to provide splitters in a line splitting
14 arrangement and the FCC has continued to affirm BellSouth's
15 position in its Section 271 decisions, BellSouth has revisited
16 owning the splitter in the context of adverse decisions in
17 Louisiana and Georgia on this issue and resolved some of the
18 operational issues associated with providing the splitter. As
19 a result of this analysis, BellSouth will now provide the
20 splitter in line splitting arrangements as an option.
21 BellSouth's decision to provide the splitter in Florida in no
22 way reflects a change in our position with respect to
23 BellSouth's legal obligation.

24 I have two primary points to make. First, I will
25 demonstrate that BellSouth provides nondiscriminatory access to

1 the high-frequency portion of the loop in compliance with
2 requirements of the FCC's line sharing order and line sharing
3 reconsideration order. Second, I will demonstrate that a
4 single competing carrier or two separate carriers acting
5 together can provide voice and data service over a single
6 unbundled loop obtained from BellSouth in a line splitting
7 arrangement in compliance with the line sharing reconsideration
8 order.

9 In accordance with the suggestion in the line sharing
10 order, BellSouth developed its line sharing product through a
11 collaborative process with all interested ALECs. BellSouth
12 invited ALECs to a collaborative line sharing meeting in
13 Atlanta January 26, 2000. Twelve ALECs participated in the
14 meeting. The primary goal of the collaborative meeting was to
15 jointly develop procedures and operations plans to implement
16 central office based line sharing. Attached to my testimony
17 are a number of exhibits that participants developed in the
18 collaborative to assist in the development of a line sharing
19 product.

20 BellSouth offers line sharing with various
21 architectures. One option, and the first offered in the
22 BellSouth region, is where BellSouth would own the splitter and
23 lease it to ALECs. BellSouth offers ALECs splitters in
24 increments of 96-line units, 24-line units, and even as few as
25 8-line unit options. BellSouth also offers other options of

1 line sharing whereby ALECs could own the splitter. One is a
2 virtually collocated splitter where the ALEC would own the
3 splitter and will be maintained by BellSouth. The second is a
4 physically collocated splitter that is owned and maintained by
5 the ALEC. As of September 30, 2001, BellSouth had installed
6 splitters in 472 wire centers region-wide and 123 wire centers
7 in Florida. As of September 30, 2001, BellSouth had
8 provisioned 4,092 line sharing lines region-wide and 1,999 in
9 Florida.

10 I will now turn to the issue of line splitting. Line
11 splitting occurs when competing carriers other than the ILEC
12 provide voice and data over a single loop. Some ALECs believe
13 they should be allowed to engage in line splitting on a UNE-P.
14 These ALECs are confusing some terms. A UNE-P is a combined
15 loop and port. A loop and port are combined in BellSouth's
16 network. A UNE-P does not require any additional elements nor
17 does UNE-P require collocation. I have some diagrams to make
18 this clear.

19 The first diagram is my Exhibit TGW-23, and that
20 shows BellSouth retail voice service. As you can see from this
21 diagram, the loop is connected directly to the port, the switch
22 port. TGW-24 illustrates that UNE-P is exactly the same
23 configuration. When changing from BellSouth retail voice to
24 UNE-P, there are no wiring changes, and no testing takes place
25 either. Both are a loop and port connected to a voice port

1 combined in BellSouth's network. No other elements nor is
2 collocation involved with UNE-P. The architecture for line
3 splitting with a CLEC-owned or ALEC-owned splitter is shown in
4 Exhibit TGW-25. Obviously, line splitting is a much more
5 complex arrangement than UNE-P.

6 Line splitting requires collocation cross-connections
7 to terminate the loop to the collocated splitter and DSLAM and
8 another cross-connection to carry the voice signal from the
9 collocation space to the voice port. This configuration is not
10 UNE-P. ALECs should pay for all network elements required for
11 line splitting. In this arrangement where the ALEC provides a
12 splitter, those elements would be the loop, the voice switch
13 port, and two collocation cross-connections.

14 BellSouth announced a kick-off meeting to discuss
15 line splitting and to initiate a line splitting collaborative.
16 This meeting was April 19, 2001 in Atlanta. Eight voice CLECs
17 and data LECs attended the kick-off and indicated an interest
18 in participating in the collaborative. The first line
19 splitting industry collaborative was held May 3, 2001, and
20 we've met weekly ever since then. In fact, there's a meeting
21 today. BellSouth facilitates these meetings, and the entire
22 collaborative establishes the agenda. BellSouth stands ready
23 to provide line splitting.

24 Some CLECs believe that BellSouth should provide its
25 data service when a voice CLEC wins a voice customer from

1 BellSouth. The FCC was very clear when it said in the line
2 sharing reconsideration order, quote, we deny, however,
3 WorldCom's request that the Commission clarify that incumbent
4 LECs must continue to provide xDSL service in the event
5 customers choose to obtain service from a competing carrier on
6 the same line because we find that the line sharing order
7 contained no such requirement, end of quote.

8 Finally, I would like to provide an answer to
9 Commissioner Palecki's question from yesterday concerning
10 information about remote terminals. As a result of a
11 settlement agreement with the data coalition associated with a
12 Georgia xDSL docket, BellSouth recently completed development
13 of a product that provides this information. ALECs can request
14 the information on a central office basis, and it will be
15 provided within 30 days of the request. This concludes my
16 summary. Thank you.

17 COMMISSIONER PALECKI: Just for the clarification of
18 that point, what information are you referring to? The
19 customers that are actually served from that particular remote
20 terminal or central office?

21 THE WITNESS: Yes, sir. I have some details of that
22 if you would permit me.

23 COMMISSIONER PALECKI: Yes, I would. Thank you.

24 THE WITNESS: When requested, BellSouth will
25 provide -- on a central office basis, we will provide the

1 central office CLLI code, the central office address, the
2 remote terminal serving areas, each of the remote terminals,
3 each of the remote terminal CLLI codes, the remote terminal
4 address, the number of end users served out of the remote
5 terminal, the address of each of the end users, and the
6 telephone number of each of the end users.

7 COMMISSIONER PALECKI: Thank you.

8 THE WITNESS: Yes, sir.

9 MS. FOSHEE: Mr. Williams is available for
10 cross-examination, sir.

11 MS. MASTERTON: No questions.

12 CHAIRMAN JACOBS: AT&T.

13 MS. OCKLEBERRY: Thank you, Mr. Chairman.
14 Suzanne Ockleberry for AT&T.

15 CROSS EXAMINATION

16 BY MS. OCKLEBERRY:

17 Q Good morning, Mr. Williams.

18 A Good morning.

19 Q Now, it's my understanding, I guess I was looking at
20 your testimony that you'd filed in North Carolina and based
21 upon your summary today that BellSouth will now provide the
22 splitter for new line splitting arrangements?

23 A That is correct. That will be an option under line
24 splitting.

25 Q Okay. Now, do you provide line splitting for any

1 ALECs in Florida today?

2 A No. Line splitting has not been requested by any
3 ALECs in Florida, although we stand prepared to deliver the
4 service.

5 Q Do you have any line splitting provisions in any
6 interconnection agreements that you have with any ALECs in
7 Florida?

8 A We recently completed negotiation with AT&T, and I
9 understand that we are in agreement. I do not believe the
10 contracts have been executed, but the last I heard is that
11 there are no outstanding issues.

12 Q Okay. But as of today then there are no negotiated
13 interconnection agreements that have line splitting provisions
14 in them as far as you are aware of?

15 A There's some very general provisions about working
16 together, but as far as specific provisions, you're correct.
17 We have been working in the collaborative for a number of
18 months to resolve those issues, and we have some contracts that
19 say that we're obligated to work out those details and
20 collaboratives, and we are actively doing so. And the terms in
21 the AT&T agreement that I've seen are very specific.

22 Q Let me just get a little bit more specific. I
23 believe Ms. Cox attached a matrix to her testimony -- it was
24 Exhibit CKC-3 -- indicating which interconnection agreements
25 BellSouth had with various ALECs in Florida where they would

1 meet certain requirements of the 14-point checklist. Have you
2 reviewed that exhibit?

3 A No, I have not.

4 Q Okay. Would you then not be aware -- would you know
5 if her exhibit does not reference any line splitting
6 arrangements as part of any interconnection agreements with any
7 ALECs in Florida?

8 A No, I don't know that.

9 Q Okay. Now, do you have electronic OSSs for line
10 sharing? Does BellSouth provide those?

11 A Yes, we do.

12 Q And does BellSouth provide electronic OSSs for line
13 splitting?

14 A That capability will be made available for CLEC
15 testing in December and will be generally available in
16 January 2002.

17 Q And was that a requirement based upon the order of
18 the Georgia Commission in the xDSL docket?

19 A That was a requirement --

20 MS. FOSHEE: Mr. Chairman, if I could just object to
21 this line of questioning. I think the issue of electronic
22 ordering of line splitting was moved to the Track B and
23 stricken from this testimony.

24 CHAIRMAN JACOBS: Ms. Ockleberry.

25 MS. OCKLEBERRY: Mr. Chairman, I was not aware of

1 that. I was just trying to show the nondiscriminatory aspects
2 of his testimony regarding line splitting and line sharing.

3 CHAIRMAN JACOBS: It's my understanding that
4 provisioning and ordering of the service is under Track B. And
5 you wanted to explore --

6 MS. OCKLEBERRY: That's the only question I had on
7 it, Mr. Chairman, was just the nondiscriminatory aspect.

8 CHAIRMAN JACOBS: Very well.

9 BY MS. OCKLEBERRY:

10 Q Okay. Now, I believe you indicated in your testimony
11 that BellSouth has always stood ready to provide line
12 splitting; is that correct?

13 A That's correct.

14 Q Now, on May 31st, when you filed your direct
15 testimony, I believe you answered some questions about, how
16 does BellSouth plan to offer line splitting, and you also
17 indicated that BellSouth had plans to provide line splitting
18 other than converting from line sharing. Was that in your
19 testimony?

20 A Yes.

21 Q And isn't it true that BellSouth did not post
22 business rules for line splitting until June 29th of this year?

23 A I believe that is correct. However, I do need to
24 point out that line splitting requires no new elements. Line
25 splitting we use existing loops and ports and collocation

1 cross-connections. Those could have been ordered for quite a
2 while by any ALEC. The business rules and the work in the
3 collaborative are to make it easier for ALECs to do business
4 with BellSouth in ordering line splitting.

5 Q But the ALEC would need business rules, correct, to
6 know how to order the line splitting from BellSouth?

7 A It certainly would make it easier, and that's why we
8 developed those.

9 Q Now, you also discuss remote terminal line sharing in
10 your testimony. And it's my understanding that remote terminal
11 line sharing is when there's either next generation digital
12 loop carrier or there's fiber in the loop rather than there
13 being an all cooper loop; is that correct?

14 A That is a requirement, and generally that's when
15 someone would want to offer remote terminal line sharing.

16 Q And that is when you have fiber running from the
17 central office out to a remote terminal rather than there being
18 an all cooper loop from the central office directly to the
19 customer?

20 A That's generally true. Also, if your cooper loops
21 were too long, that may be how you would wish to provide line
22 sharing from the remote terminal.

23 Q Now, for remote terminal line sharing, the ALEC would
24 have to collocate what is called a digital subscriber line
25 access multiplexer at the remote terminal; is that correct?

1 A That is correct.

2 Q Okay. Now, one central office can serve several
3 remote terminals; correct?

4 A Yes.

5 Q And you would agree that you could reach more
6 customers by collocating at the central office than you could
7 by collocating at a remote terminal?

8 A Potentially, depending upon the length of the loops
9 because xDSL service is very loop sensitive -- length
10 sensitive.

11 Q Now, in your direct testimony, you indicated that
12 because there was no interest by the ALECs in having a DSLAM
13 collocated at the remote terminal, the remote terminal line
14 sharing development effort had been suspended; is that correct?

15 A That was correct at the time. There has been
16 interest in that line, and a remote terminal line sharing
17 collaborative has been reinitiated. We have a number of ALECs
18 interested in providing remote terminal line sharing, and we
19 are very close to developing an end-to-end test of that service
20 with two interested ALECs.

21 Q Now, you filed revised testimony with this Commission
22 on October 3rd, correct, your direct testimony?

23 A What was that date again? I'm sorry.

24 Q October 3rd.

25 A I don't recall.

1 Q Do you have your testimony there?

2 A Yes, I do. I have my testimony.

3 Q Was it October 3rd?

4 A Yes.

5 Q And in that same testimony, the revised testimony,
6 you also indicated that there was no interest by CLECs in
7 having the DSLAM at the remote terminal, so that remote
8 terminal line sharing collaborative had been suspended.

9 A Well, that was an omission. That was a mistake.
10 When we revised the testimony, we struck what the Commission
11 had asked us to strike; however, we didn't go back and change
12 things. But that -- just to be sure the record is clear, it's
13 been several months since we reinitiated that collaborative,
14 and it does meet every week.

15 Q Okay. Now, you indicated that you could reach more
16 customers by collocating at one central office than you could
17 at one remote terminal; correct?

18 A Potentially. It depends on the length of the loops.

19 Q So there could be more cost involved for an ALEC to
20 collocate at a remote terminal versus to collocate at a central
21 office?

22 A Collocating at remote terminals on a per user basis
23 is likely to be more expensive. However, unless you collocated
24 a remote terminal, you will not be able to serve customers who
25 are served by fiber.

1 Q Well, there are other ways to serve the customer,
2 correct, other than collocating at the remote terminal?

3 A Not that I'm aware of.

4 Q Well, aren't there line cards that are available that
5 ALECs could use with BellSouth's DSLAM?

6 A No, that's not an arrangement that we offer.

7 Q But it's technically feasible. It's just an
8 arrangement BellSouth does not offer; correct?

9 A Actually, it's not technically feasible. None of the
10 carrier systems that BellSouth has deployed to date is capable
11 of using combo cards.

12 Q There are other ILECs that use line cards; correct?

13 A Yes, that is correct.

14 Q Okay. Now, I just have a couple of questions about
15 the rates that BellSouth wants to charge for line splitting
16 using UNE-P. You handed out to the Commission some diagrams,
17 and I just want to look at them real quick. TGW-22 shows a
18 line sharing -- and that's the first one -- a line sharing
19 arrangement when BellSouth owns the splitter; correct?

20 A That's correct.

21 Q Now, suppose that there was a conversion from line
22 sharing to line splitting and BellSouth continued to own the
23 splitter.

24 A Yes.

25 Q Would the diagram look like this?

1 A Yes, it would.

2 Q Okay. Now, in that instance is -- so there's no
3 rewiring that's required or any new cross-connects; correct?

4 A Assuming the data provider doesn't change --

5 Q Correct.

6 A -- right, we would do no rewiring.

7 Q Okay. And in that instance, although there's no
8 rewiring, BellSouth is proposing to charge the standalone loop
9 and the standalone port rate in that instance for line
10 splitting?

11 A Well, rewiring has only to do with the nonrecurring
12 charge. It has nothing to do with the recurring elements. If
13 converting from line sharing to line splitting, we would bill
14 for the loop and the port and the collocation cross-connection
15 to connect to the collocation space.

16 Q But even though there's no rewiring required,
17 BellSouth will not charge the CLEC the UNE-P rate. You want to
18 charge the CLEC -- excuse me, the ALEC the standalone loop rate
19 and the standalone port rate; correct?

20 A Correct, because the arrangement is not UNE-P. If
21 you look at TGW-24 which shows UNE-P, it's clear that that
22 configuration has absolutely no resemblance to TGW-22.

23 Q Well, for --

24 A And the reason is --

25 Q I'm sorry.

1 A -- because different elements are involved. You have
2 a loop that's separated from the port. In TGW-24, your loop is
3 connected directly to the loop port. In TGW-22, it's separated
4 by a splitter and cross-connections.

5 Q For the conversion from -- well, let me ask you, in
6 this line sharing arrangement, BellSouth is providing the
7 voice; correct?

8 A BellSouth retail voice service is provided.

9 Q Okay. And when we're making a conversion from line
10 sharing to line splitting using the BellSouth splitter as shown
11 in this example, there's no rewiring for the voice portion, is
12 there?

13 A No, it's not. And that's why we bill the same
14 conversion charge as a switch as is when converting from
15 BellSouth retail to UNE-P. That's why we bill the switch as is
16 charge if there's no rewiring required. However, that only
17 refers to the nonrecurring work, not the -- the recurring
18 charge is necessary to recover BellSouth's costs for loops,
19 ports, and cross-connections.

20 Q So even though for the voice portion no rewiring
21 necessary, you won't charge the recurring UNE-P rate; correct?

22 A It's inappropriate. It's a different arrangement,
23 totally different arrangement.

24 Q Now, you would agree that if we're using UNE-P to
25 provide --

1 CHAIRMAN JACOBS: Can I ask a question real quick?
2 You indicated that there are recurring costs to do the
3 cross-connects and all that. What's the nature of those?

4 THE WITNESS: No, I'm sorry. The -- I was referring
5 to the nonrecurring work to convert, I believe, sir.

6 CHAIRMAN JACOBS: Okay.

7 THE WITNESS: The recurring charges would be for, in
8 this arrangement, would be for the loop and the port and one
9 collocation cross-connection. And we believe we should be able
10 to recover all of those expenses because those are the elements
11 that you see on this diagram.

12 BY MS. OCKLEBERRY:

13 Q Mr. Williams, if I may just ask a couple of questions
14 in follow-up with that. You would agree that the recurring
15 charge for the standalone loop and the recurring charge for the
16 standalone port is set because there's work required to
17 separate the loop and the port; correct?

18 A I'm sorry, repeat --

19 Q The recurring charge that BellSouth charges for the
20 standalone loop and the standalone port is because BellSouth
21 believes that there's work involved to separate those elements;
22 correct?

23 A No, no. The recurring charge are associated
24 recovering the recurring costs associated with loops and ports,
25 not separated.

1 Q So why does BellSouth then charge a different rate
2 for UNE-P?

3 A Because there's different costs associated with it.
4 Remember that UNE-P is purely voice. And as Ms. Caldwell
5 testified yesterday, in our UNE-P cost, we look at 100 percent
6 carrier systems, integrated carrier systems. Integrated
7 carrier system is incapable of supporting data. So whereas
8 with UNE-P, it's 100 percent IDLC. With a data system, it's
9 zero percent. And if you don't have carrier systems in your
10 configuration and mix, it's a higher-priced loop. You cannot
11 run data on IDLC.

12 Q Mr. Williams, isn't the assumption and the reason why
13 BellSouth charges a lower rate for UNE-P is because the loop
14 and port are already connected, so there's no work required to
15 provide that to the ALEC versus if the ALEC wants a standalone
16 loop or standalone port, they charge -- BellSouth charges a
17 higher rate, recurring rate we're talking about, because
18 there's work involved to do that separation?

19 A No. It has nothing to do with separation. It has to
20 do with the recurring costs for loops and ports and a recurring
21 cost for a voice network supporting 100 percent voice because
22 that's what UNE-P was developed for. It has IDLC. It's a much
23 more economical arrangement for voice service, but it will not
24 support data at all.

25 Q I'm talking about without the data. If we wanted to

1 purchase just a standalone loop, BellSouth charges us more for
2 that than if we were to purchase UNE-P because UNE-P we're
3 talking about it's already together, correct, versus the
4 standalone loop? Bell has to do some work to provide that for
5 us.

6 A I'm not a cost expert, but there's a minor amount of
7 cost because they're combined. The preponderance of the
8 difference in the cost of those loops is because UNE-P is
9 100 percent IDLC.

10 Q Now, you would agree that if we're using UNE-P to
11 provide voice service, the FCC has said we can use that same
12 loop to provide line splitting if it is an xDSL-capable loop?

13 A Yes. And that's our intention to do that.

14 Q So the FCC does not envision you providing the ALEC a
15 new loop to provide xDSL service?

16 A Only if it won't support your data service. In which
17 case, the ALEC should make that determination and request that
18 BellSouth change the loop, and we're more than happy to do so.

19 Q Now, you would agree in Georgia you made the same
20 arguments regarding the recurring rates that should apply for
21 line splitting that you're making here today; correct?

22 A I don't recall if I made those arguments or not.

23 Q Well, you testified in the xDSL docket in Georgia;
24 correct?

25 A Yes, yes.

1 Q And you cite to the xDSL order in your testimony;
2 correct?

3 A Yes.

4 Q Okay. And the Georgia Commission made a decision as
5 to the recurring rate that should be charged for line
6 splitting; correct?

7 A Yes.

8 Q And the Georgia Commission determined that the
9 recurring rate for -- that should be charged for line splitting
10 should be the UNE-P rate; correct?

11 A Yes, plus the cross-connection.

12 Q Okay. And they did not, I guess, agree with your
13 conclusion that the separate rate of a standalone loop and the
14 standalone port is what should be charged?

15 A Yes, you're right. They did make that determination.

16 Q Now, BellSouth filed a motion for reconsideration in
17 that docket; correct?

18 A I believe so.

19 Q And BellSouth did not raise that issue about the
20 rates with the Georgia Commission; correct?

21 A I don't know.

22 Q Now, BellSouth will continue to provide ADSL service
23 to a customer that receives voice service from a reseller;
24 correct?

25 A Yes, that's correct.

1 Q But you indicate that BellSouth will not continue to
2 provide xDSL service to a customer when they're receiving voice
3 service from an ALEC and that ALEC is using either UNE-L or
4 UNE-P to provide the voice service?

5 A Yes. BellSouth has made a determination -- a
6 business decision, actually, that we will provide our ADSL on
7 BellSouth retail voice service or resold BellSouth service.

8 MS. OCKLEBERRY: Mr. Chairman, I'm handing out an
9 exhibit, but I'm not exactly sure, I think this would be
10 hearing Exhibit Number 26.

11 CHAIRMAN JACOBS: No, we're on 25.

12 MS. OCKLEBERRY: Twenty-five. Thanks.

13 (Exhibit 25 marked for identification.)

14 BY MS. OCKLEBERRY:

15 Q Mr. Williams, I'm handing you what is a copy of
16 Mr. Ruscilli's testimony in AT&T's arbitration that was held in
17 Florida. I'm going to ask you to refer to Page 1004 in
18 reference to the question I just asked you. And were you aware
19 of the testimony of Mr. Ruscilli in our Florida arbitration
20 where he indicated that he was unaware of any instances where
21 BellSouth would discontinue the xDSL service of a customer
22 because an ALEC won the voice portion of that customer's
23 service?

24 A That's on Page 1004?

25 Q Correct. Line 15 starts the question.

1 A Okay.

2 MS. FOSHEE: Could I just ask a clarifying -- or at
3 the first page of your document is 995.

4 MS. OCKLEBERRY: Correct, just to reference that it
5 is Mr. Ruscilli's testimony.

6 BY MS. OCKLEBERRY:

7 Q Were you aware?

8 A No, I was not.

9 Q Okay. Were you aware of his testimony that he was
10 unaware of any contracts that would give BellSouth the right to
11 terminate a customer's xDSL service because the customer
12 switched voice providers?

13 A No, I was not aware.

14 Q So that position is directly in opposite with what
15 you have just indicated; correct?

16 A That's correct. I believe Mr. Ruscilli spoke
17 correctly. He was not aware, but he was incorrect.

18 MS. OCKLEBERRY: I have nothing further. Thank you,
19 Mr. Williams.

20 CHAIRMAN JACOBS: Thank you.

21 THE WITNESS: Thank you.

22 CHAIRMAN JACOBS: Ms. McNulty.

23 MS. McNULTY: Thank you.

24 CROSS EXAMINATION

25 BY MS. McNULTY:

1 Q Good morning, Mr. Williams. I'm Donna McNulty with
2 WorldCom.

3 A Good morning.

4 Q I'd like to follow up some questions that
5 Ms. Ockleberry asked you and some of your responses. You have
6 indicated in your summary, if I understand it correctly, that
7 BellSouth will provide a new option for line splitters; is that
8 correct?

9 A Yes. We will offer the option to provide the
10 splitter in a line splitting situation.

11 Q And at what rate will you provide that?

12 A The splitter rate.

13 Q Yes.

14 A I don't recall right off, but it will be the same
15 splitter rates that we charge for the line sharing splitters.

16 Q Has this Commission determined that that's a
17 TELRIC-based rate?

18 A I believe that line splitting was filed yesterday as
19 a part of this proceeding. Those are line sharing splitters,
20 but they're exactly the same equipment, and we intend to offer
21 it in exactly the same way.

22 Q So are you suggesting that would be in Ms. Caldwell's
23 cost studies?

24 A Yes, I am.

25 Q Also, if I understood your response to one of your

1 questions a few minutes ago, you indicated that none of the
2 carrier systems at BellSouth has deployed to date accommodate
3 line cards needed to provide DSL over digital loop carriers; is
4 that correct?

5 A That is correct.

6 Q Is the technology currently available to do that?

7 A Yes. There are some ILECs who have deployed combo
8 cards. We have -- the NGDLC that BellSouth has deployed to
9 date is not capable of supporting combo cards, only voice
10 service.

11 Q Is BellSouth testing, or does it have plans to test
12 it?

13 A Yes, to both of those questions.

14 Q And where is BellSouth in that process?

15 A It's my understanding -- and these questions may be
16 better directed to Mr. Milner, but it's my understanding that
17 we're testing this year, and we will begin deploying combo
18 cards in 2002.

19 Q Do you know when in 2002 --

20 A The last I --

21 Q -- an estimate?

22 A The last I heard was first quarter.

23 Q Thank you. When BellSouth provides voice and a data
24 ALEC such as Covad provides data services to one end user over
25 one line, that's commonly referred to as line sharing; is that

1 correct?

2 A That is correct.

3 Q And when a voice ALEC and a data ALEC share one line
4 to provide voice and xDSL services, that's known as line
5 splitting?

6 A Yes.

7 Q So assume that BellSouth provides voice and owns the
8 line splitter and that a data ALEC provides data services to
9 one end user over one line. In that situation, if another ALEC
10 such as WorldCom wins the voice service for that customer but
11 that customer still wants the other data ALEC to provide its
12 data service, BellSouth would permit WorldCom to be the voice
13 customer -- I mean, the voice provider; is that correct?

14 A Yes. That would be a conversion from a traditional
15 line sharing arrangement to a line splitting arrangement. And
16 if the data provider didn't change, we would convert the
17 service. There would be no rewiring required.

18 Q Well, let's look at the situation where BellSouth
19 provides the voice and the data service to one customer over a
20 single line. In that situation, if the end user chooses to
21 switch its voice service to an ALEC such as WorldCom which uses
22 UNE-P to provide residential service and retains BellSouth to
23 provide its data service, BellSouth would not allow WorldCom to
24 use UNE-P to provision the voice service to that customer; is
25 that correct?

1 A That is correct. BellSouth has made this decision,
2 and it's being reaffirmed by numerous rulings in
3 271 proceedings as well as the line sharing reconsideration
4 order by the FCC that there's no obligation by the ILEC to
5 continue to provide its data service, which incidentally is an
6 enhanced service and not regulated, over that UNE line.

7 Q So if BellSouth provides voice and xDSL service to
8 one customer over one line, it would permit another ALEC to
9 provision data to that end user by line sharing; is that right?

10 A Yes.

11 Q So if Bell provides voice and xDSL service to one
12 customer over one line, it would prohibit another ALEC from
13 ever providing voice to that end user if Bell retains the xDSL
14 service -- provisioning the xDSL service?

15 A We would not provide our ADSL service, which is an
16 enhanced service, over a CLEC line, that is correct.

17 Q So basically as a practical matter that anytime a
18 BellSouth voice customer goes to BellSouth for DSL, that end
19 user is no longer what I would call "in play" for ALECs seeking
20 to offer that end user voice service. Is that your testimony?

21 A Not for a -- you're correct, for a UNE loop or a
22 UNE-P. However, we wouldn't allow our ADSL service on a
23 BellSouth resold line.

24 Q So I just want to reask it, and I'd prefer if you
25 just have a simple yes or no to my question.

1 A I just wanted to explain my answer.

2 Q So essentially, whenever BellSouth has a voice
3 customer that goes to BellSouth for DSL, and then if an ALEC
4 wants to provide voice to that customer using UNE-P, BellSouth
5 would no longer -- would not let it; is that correct?

6 A That's correct.

7 MS. McNULTY: Thank you. No further questions.

8 COMMISSIONER DEASON: Let me ask a question. Why?

9 If --

10 THE WITNESS: It's -- I'm sorry.

11 COMMISSIONER DEASON: Was it policy or technical
12 reasons?

13 THE WITNESS: It's a policy decision.

14 COMMISSIONER DEASON: And why is that your policy?

15 THE WITNESS: Well, BellSouth ADSL service is an
16 enhanced service. It's not regulated, and we choose not to
17 offer it on a UNE line. That's the policy.

18 COMMISSIONER DEASON: Aren't you foregoing revenues,
19 or do you think then the customer then would reconsider the
20 decision to change voice providers?

21 THE WITNESS: We may be foregoing some revenue. At
22 the same time, if we cannot make that same offer on a resold
23 line, we make more money on the resold line.

24 COMMISSIONER DEASON: I'm sorry, repeat that again.

25 THE WITNESS: We make more money on a resold line

1 than we do on a UNE-P line. So I'm not sure where you do make
2 the most money, but it's a policy decision that our corporation
3 has made.

4 COMMISSIONER DEASON: So you think then that the ALEC
5 would then be forced to resell the service as opposed to using
6 UNE?

7 THE WITNESS: Well, I don't feel that we're forcing
8 anybody to do anything. There are several options. The ALEC
9 has options. The end user has options. BellSouth is not the
10 only data provider in the market. Clearly, there are other
11 ALECs who can provide data. So there are options for both
12 parties, all parties in this case.

13 COMMISSIONER DEASON: Well, I'm just having
14 difficulty. If you are in the business to make money, why you
15 would not provide service and make revenue. Some revenue is
16 better than no revenue if your costs basically stay the same.
17 Do your costs stay the same, or do they change?

18 THE WITNESS: I don't know whether they do or not. I
19 can't answer the cost question.

20 CHAIRMAN JACOBS: For that customer who wants to
21 undertake the option of going and getting another data
22 provider, as I understood your earlier testimony, that data
23 provider, when they approach you, is going to then have to take
24 that arrangement, not as a UNE-P, but they are going to have to
25 incur all the additional charges that you described; is that

1 correct?

2 THE WITNESS: Converting from what service now?

3 CHAIRMAN JACOBS: If your voice customer wants to do
4 ADSL and, as I heard you say just now, they couldn't get it
5 from you if they went to another ALEC. If they wanted to get
6 ADSL, you wouldn't sell it to them yourself, so they have to go
7 and get another data provider.

8 THE WITNESS: Yes, sir, that was my testimony. There
9 are several options. The ALEC can decide to offer the voice
10 service on a resold line in which BellSouth would continue to
11 provide the ADSL, or the end user could use the UNE-P or a UNE
12 loop, but the ALEC would have to find another data provider, or
13 the end user would.

14 CHAIRMAN JACOBS: This is the point I want to be real
15 clear on. Is UNE-P still an option for that customer?

16 THE WITNESS: Yes, sir. UNE-P is still an option for
17 the customer but not if BellSouth is going to be the data
18 provider.

19 CHAIRMAN JACOBS: Okay. I'm too slow technically to
20 get --

21 THE WITNESS: Let me try again. I'm sorry. If the
22 ALEC and the end user insist that UNE-P or a UNE loop is how
23 they want to go for the voice service but they would like data
24 service over the same loop, they need to do line splitting and
25 look for another data provider.

1 CHAIRMAN JACOBS: Okay. Thank you. Ms. McNulty.

2 MS. McNULTY: I'd just like to follow up on your
3 question, Mr. Chairman.

4 BY MS. McNULTY:

5 Q If MCI provides services to residential customers
6 using UNE-P and that's how it plans to launch in the states
7 where it's doing that type of business, if it calls a BellSouth
8 customer and that BellSouth customer currently has voice with
9 BellSouth and data with BellSouth, if that customer wants to
10 choose MCI only to provide its voice service, it could not do
11 so; is that correct?

12 A It could not do so unless MCI WorldCom used a
13 BellSouth resold line.

14 Q But the answer to question then is, no, because MCI
15 in that example provides service to residential customers using
16 UNE-P.

17 A Well, the answer is, no, but there's more to the
18 answer than no. Clearly, MCI WorldCom has options.

19 MS. McNULTY: Thank you. No further questions.

20 COMMISSIONER JABER: Mr. Williams, one of the things
21 you've asked for in this case is that the Commission establish
22 a rate for line sharing in this proceeding. It was in
23 Ms. Cox's testimony and Ms. Caldwell's, I think. Would your
24 policy decision change with respect to providing DSL using the
25 UNE platform if this Commission established a line sharing

1 rate, or does one thing have nothing to do with the other?

2 THE WITNESS: Would the policy change? I don't
3 believe so. I'm not the policy witness. I'm just line sharing
4 and line splitting, and they asked me to field these ADSL
5 questions. But I can't speak to the change in the ADSL policy.
6 I'm sorry.

7 COMMISSIONER JABER: But you know that as a matter of
8 policy they have decided not to provide it using the platform
9 but rather you'd resell it.

10 THE WITNESS: Yes, that is correct.

11 COMMISSIONER JABER: But you don't know what would
12 change that policy.

13 THE WITNESS: I know of no -- I know of no interest
14 right now at BellSouth to change that policy.

15 CHAIRMAN JACOBS: Ms. Kaufman.

16 MS. GORDON-KAUFMAN: I have no questions,
17 Mr. Chairman. Thank you.

18 CHAIRMAN JACOBS: Mr. Feil.

19 MR. FEIL: Thank you, Mr. Chairman.

20 CROSS EXAMINATION

21 BY MR. FEIL:

22 Q Mr. Williams, I have a few questions for you, and
23 most of them pertain to an exhibit that's already been entered
24 into the record. I believe you have it in front of you. It's
25 Exhibit Number 14.

1 A Did you give me that?

2 Q It's up toward the front. That one there, yes, sir.

3 A Right here.

4 Q If I could ask you to turn to Page 52. Actually,
5 before I get to that, Mr. Williams, would you agree with me
6 that the demand for DSL services is growing rapidly in the
7 state of Florida?

8 A I believe it is growing, continuing to grow.

9 Q Is it BellSouth's position that BellSouth to the
10 extent possible intends to meet that demand?

11 A We're doing our best. We're doing our best from our
12 own ADSL service -- that's our wholesale offering, actually --
13 wholesale ADSL, as well as our Fast Access service, and also in
14 working with ALECs for line sharing and line splitting, I can
15 speak for those products.

16 Q On Page 52, basically, if I could reacquaint you with
17 what that is. This is a request for admission that perhaps I
18 didn't word as well as I did, but you've provided some updated
19 information here in this response regarding xDSL line count in
20 the state of Florida. And these numbers are through August;
21 correct?

22 A That is correct.

23 Q And actually, before you got on the stand, you and I
24 had a conversation. I told you I was going to ask you a few
25 questions about this. And correct me if I'm wrong, but what

1 you said basically was that you provided the line sharing
2 number that went into this exhibit, but Mr. Latham provided the
3 other numbers; is that correct?

4 A That is correct.

5 Q So you don't know what source of information
6 Mr. Latham used to aggregate the numbers that are below the
7 line sharing line on this page; is that correct?

8 A I believe the source for those numbers was out of our
9 ordering and billing system.

10 Q You believe but you don't know for sure from once he
11 got them?

12 A I believe that's correct, but I don't know for sure.

13 Q The first line where there it says "line sharing" and
14 has a number, 1,114, that's in line with what you testified to
15 in FDN's arbitration case; correct?

16 A I don't know. The numbers came from the same source,
17 so, you know, it may be a more recent number.

18 Q If I remember correctly, you said about 1,000 lines,
19 so --

20 A Yeah, that was probably a July number that I gave you
21 that time.

22 Q Does that line sharing number there include any line
23 splitting situations?

24 A No, it doesn't. This is purely line sharing.

25 Q Okay. And included in that number is just CO-based

1 line sharing; is that correct?

2 A That is correct.

3 Q So there's no line sharing that's run through remote
4 terminals in that figure; correct?

5 A We're just beginning to work to get that product
6 ready for testing, working with several ALECs, as I mentioned
7 earlier, but this is all CO-based line sharing.

8 Q And that line sharing figure there is all ADSL
9 BellSouth service; is that correct?

10 A No, it's not.

11 Q No, it's not?

12 A What we're talking about here is data service
13 provided by ALECs over BellSouth retail service line sharing.
14 No ADSL at all in this number or nor BellSouth Fast Access
15 service.

16 Q Okay. So you're saying then whatever flavor of DSL
17 is in that line sharing number is an aggregate of the various
18 flavors of DSL?

19 A Various flavors that various ALECs would offer in a
20 line sharing arrangement, that's correct.

21 Q So it may include some IDSL?

22 A No. No, because I don't believe IDSL can be
23 supported over a line share loop. That's my understanding.

24 Q Okay. Do you know what the upstream and downstream
25 speeds are for an IDSL service?

1 A No, I don't.

2 Q Do you know whether or not those upstream and
3 downstream speeds are sufficient to meet the FCC's criteria to
4 be considered broadband service?

5 A No, I don't.

6 Q Would you agree, subject to check, that they are not?

7 A Yes, I would.

8 Q Is it your understanding or do you know if IDSL is
9 capable of being provisioned over ISDN loops or UDC loops or
10 both?

11 A I don't know that.

12 Q Would you be able to tell me whether or not an
13 ISDN-capable loop is qualified to support ADSL service?

14 A It's not. It's a digital line, and ADSL requires an
15 analog line.

16 Q Since Mr. Latham pulled these numbers for the lines
17 that are beneath your line sharing figure here, do you know
18 whether or not he included in there any line sharing
19 arrangements?

20 A He did not.

21 Q So there's no double counting?

22 A There's no double counting.

23 Q So is it safe to say then, therefore, that all of the
24 lines included in his IDSL and ADSL figures are data only
25 lines? They are not voice and data lines; is that correct?

1 A That's right.

2 Q Okay. Do you know whether or not the ADSL figure
3 will include resold and UNE lines?

4 A I think it would just be UNE lines.

5 Q Okay. You think but you don't know for certain?

6 A Not 100 percent, but I'm pretty close.

7 Q Well, I suppose I messed up on asking Mr. Latham that
8 question, so be it.

9 Let me ask you a question going to the next page
10 which you bear all the responsibility for, Mr. Williams. Yours
11 is the only name on there.

12 A Okay.

13 Q You mention that there's well over 1,300 of the lines
14 identified in the foregoing response. Which of the lines are
15 you referring to -- under which category? And if you don't
16 know, it's perfectly all right to say you don't know. But you
17 got the number from somewhere, and that's what I'm asking, is
18 of what combination? Where did you get the 1,300 number from?

19 A I don't know. I'm sorry, I can't answer that.

20 Q Didn't you testify previously in Florida Digital's
21 arbitration case that it's going to be a relatively rare
22 circumstance where there was going to be spare copper available
23 to provision ADSL service or DSL service when there was a
24 remote terminal present?

25 A Yes. In situations where you have a remote terminal,

1 it's almost always fiber fed, sometimes copper fed. But there
2 would be some instances where you may find a copper loop all
3 the way from the CO to the NID. But I would not want to lead
4 anyone to believe that that's something you are going to find
5 very often.

6 Q Okay. Fair enough. In the second paragraph there on
7 Page 53 -- I'm sorry, you put it away.

8 A That's all right. I'll get it back.

9 Q Let me give you a moment to quickly read that second
10 paragraph, the one that begins "Additionally."

11 A Okay. I'm ready.

12 Q Have there been any applications filed for remote
13 terminals in Florida?

14 A Not to my knowledge.

15 Q So you couldn't say whether or not -- well, you
16 mentioned, I believe, in your summary you were talking about
17 BellSouth was prepared to consider an end-to-end test for
18 remote terminal collocation; is that correct?

19 A Yes. We're working on the end-to-end test for remote
20 terminal. We are also working on end-to-end test for line
21 splitting involving AT&T and Covad and BellSouth. So we're
22 working on two end-to-end tests currently.

23 Q So those tests have not taken place yet; correct?

24 A No. We developed the contract for the line splitting
25 with AT&T and Covad. All parties have agreed. We are

1 developing the test plan for remote terminal line sharing.

2 Q So there's been no actual collocation of a DSLAM at a
3 remote in Florida; is that correct?

4 A That's correct. We're in the process of collocating
5 some in two other states but not Florida.

6 Q You mention in your summary also something about the
7 line sharing orders. Are you familiar with the FCC's order in
8 the Verizon Connecticut 271 decision?

9 A Just vaguely.

10 Q Just vaguely. So if I ask you a question about it,
11 you may not be able to answer?

12 A I may or may not.

13 Q Well, do you have any reason to disagree with what
14 Ms. Cox -- excuse me. Strike that.

15 If I ask you the same question I asked Ms. Cox
16 regarding the Verizon 271 order in Connecticut, would your
17 answer be the same?

18 A I'm not sure that I could answer it as well she did.
19 She's probably the right person to ask.

20 Q Okay. We'll leave it --

21 MS. FOSHEE: Could I object to that question? If he
22 could repeat the question that he asked Ms. Cox, that might
23 make the record more clear.

24 CHAIRMAN JACOBS: Mr. Feil.

25 MR. FEIL: Okay. Let me start over then.

1 BY MR. FEIL:

2 Q Are you familiar with the Connecticut Verizon
3 271 order of the FCC?

4 A Vaguely.

5 Q Do you have any reason --

6 A The only recollection I have of that order is my
7 understanding that Verizon was ordered to offer their ADSL
8 service on a resold basis. That's my understanding of it.
9 That's about all I know.

10 Q Do you know how precisely the FCC ruled on the
11 question of whether or not the ADSL service had to be resold
12 when a CLEC was providing the voice over the same line in a UNE
13 or UNE-P arrangement?

14 A No.

15 Q Okay. Thank you.

16 A I didn't understand much of what they said, frankly.

17 Q Also, in your summary or perhaps in response to
18 something that Commissioner Palecki had said, you mentioned
19 that BellSouth had made a decision recently to provide ALECs
20 upon request with remote address information, CLLI codes, and a
21 litany of other data.

22 A Yes.

23 Q Is it correct, Mr. Williams, that BellSouth made that
24 decision after the arbitration hearing with Florida Digital was
25 completed?

1 A I don't think we did, actually. And I was asked
2 about that during the hearing. I just wasn't aware of the
3 development of the product.

4 Q So if you weren't aware of it, then ALECs weren't
5 aware of it. Is that safe to say?

6 A Well, I think some were. This was a result of a
7 settlement agreement with the data coalition in Georgia. And
8 because it had to do with collocation, I really wasn't aware of
9 it. And I know I was asked about it, and I testified that I
10 didn't know of any development work, but actually, it was going
11 on at that time. The settlement was adopted by the Commission
12 as a part of their xDSL offering. I talked to the product
13 manager yesterday after people were asked about it on the
14 stand. I determined that the development of that product is
15 almost complete to the point that they said, you know, we could
16 accept an order now. So we're in the process of making ALECs
17 aware of that in the very, very near future.

18 Q And you're saying your testimony in the FDN
19 arbitration case was, you weren't aware of whether or not that
20 information was available?

21 A I believe that's what I said.

22 Q Okay. One other quick question with regard to remote
23 terminal collocation. I want to make sure I understand a
24 certain -- or the advent of a BellSouth policy. My
25 understanding is that if BellSouth has located a DSLAM at a

1 remote and if an ALEC has sought collocation at that remote and
2 space at the remote was exhausted, that BellSouth would at no
3 charge to the CLEC augment or modify the remote terminal. My
4 question to you is, if I remember correctly, your testimony in
5 the arbitration case was that that had been BellSouth's policy
6 for over a year; is that correct?

7 A I don't believe it's been quite that long. I'm not
8 sure that I testified quite that way, but I did say that if
9 BellSouth has a DSLAM at a remote terminal and there is an
10 application from an ALEC for collocation and there's not room,
11 we will make room. And as a process -- part of making room,
12 there's no charge to the ALEC for the making of room.
13 Obviously, they'll have to pay for the collocation space once
14 we have established the additional cabinet.

15 Q When you said "additional cabinet," you mean a new
16 cabinet or an additional -- you said "additional cabinet."
17 Does "additional" mean a new replacement cabinet that's going
18 to replace the old, in other words, or does it mean an adjacent
19 cabinet?

20 A It could be either way.

21 Q It could be either way. Okay.

22 A Generally they would put an adjunct cabinet beside
23 the one that's there, but in some cases, they may replace it
24 with a larger cabinet. Generally the former is the way to do
25 it.

1 MR. FEIL: Could I have one moment to check on
2 something, Mr. Chairman?

3 CHAIRMAN JACOBS: Go right ahead.

4 MR. FEIL: Thank you.

5 BY MR. FEIL:

6 Q Mr. Williams, you've caught me on a lucky day. I
7 can't seem to find the reference where I believe you said what
8 you said regarding the policy in effect for over a year, but
9 you're not in a position to agree with me or disagree with me
10 without having seen it anyway, so I'll leave it at that.

11 A There were several meetings. The policy changed back
12 and forth, so --

13 MR. FEIL: Okay. That's all I have, Mr. Chairman.
14 Thank you.

15 CHAIRMAN JACOBS: Very well. Mr. McGlothlin.

16 CROSS EXAMINATION

17 BY MR. MCGLOTHLIN:

18 Q Mr. Williams, I'm looking at your October 3rd revised
19 testimony, Page 15. You refer to a kick-off meeting to discuss
20 line splitting. And in the same paragraph you say, "The line
21 splitting collaborative plans to meet weekly until the product
22 is introduced and stable." And then if I understood you
23 correctly in your summary, you alluded to providing line
24 splitting in the future. Do I understand that correctly that
25 as of today, BellSouth does not provide line splitting in

1 Florida?

2 A Line splitting is available in Florida for conversion
3 of existing UNE-P service to line splitting which was --

4 Q When you say it's available, has it been done?

5 A It's available. We --

6 Q Sir, has it been done?

7 A It hasn't been ordered.

8 Q I have a few questions on the subject of the ADSL
9 issues that you were told to field, and I'll try not to repeat
10 the ground that's been covered already. But in your rebuttal
11 testimony at Page 24, you make the statement that BellSouth's
12 ADSL is offered through an FCC tariff which contains the
13 requirement that the service only be offered where BellSouth is
14 the voice provider. To be clear, there's no technical
15 consideration that requires a customer to take voice in order
16 to qualify for ADSL service under that tariff, is there?

17 A There's no technical requirement, you're correct.

18 Q Assume for me that a UNE-P provider wins a customer
19 from BellSouth who has been taking both voice and ADSL from
20 BellSouth. What does BellSouth do to convert that customer
21 over to the UNE-P provider?

22 A Well, we process the ALEC's LSR to convert from
23 retail voice service to UNE-P. And in the process of doing
24 that, we have edits that notify us that the record has ADSL
25 elements on it. So the ALEC would be notified that those

1 elements -- and I'm not certain whether they notify the ALEC or
2 notify the end user. I'm sorry, I'm actually not the ADSL
3 product manager. But they are notified that the order can't be
4 processed because ADSL elements are on the unit, the loop.

5 Q Is there ever an occasion when the UNE-P provider is
6 allowed to convert only the voice portion of that service?

7 A Only allowed to convert the voice portion of the
8 loop? I'm not following you.

9 Q Yes. And I would like for to you clarify something
10 for me. If I heard correctly -- well, let me -- strike that.

11 Clarify for me whether in this situation where a
12 UNE-P provider seeks to convert a BellSouth customer who's
13 receiving both voice and ADSL over the same loop, is it
14 BellSouth's position that no portion of that service will be
15 converted, or is it BellSouth's position that only the voice
16 portion can be won by the UNE-P provider?

17 A It's our position that we would notify the ALEC that
18 the end user has ADSL, and if they want the end user to
19 continue to have BellSouth ADSL, they would need to change
20 their order from a UNE-P order to a BellSouth resold line.

21 Q All right. Let me pose to you a slightly different
22 scenario. The UNE-P provider wins the customer who's receiving
23 both voice and ADSL from BellSouth. That customer becomes a
24 UNE-P customer of the ALEC and for some period of time receives
25 both voice and data. At a point in time, the data service

1 stops. In your experience, is that a possible scenario?

2 A Well, that has happened. Actually, there was a
3 period in time when we didn't have edits in our system to
4 notify us that the line had ADSL on it, and we did, in fact,
5 convert some lines from BellSouth retail service to UNE-P and
6 the ADSL stayed on the line. That did happen until we put
7 edits in place to stop that.

8 Q When you say you put edits in place, can you describe
9 for me specifically what is done there?

10 A Yes. We put edits in place to notify the LCSC that
11 the line being converted had ADSL elements on it, and the order
12 would not be processed mechanically. It would fall out for
13 manual handling.

14 COMMISSIONER JABER: Mr. Williams, you put what in
15 place? I didn't hear what you said.

16 THE WITNESS: Edits. I'm sorry.

17 COMMISSIONER JABER: Edits.

18 THE WITNESS: Edits.

19 COMMISSIONER JABER: So in the computer, you would
20 put a note --

21 THE WITNESS: Yes.

22 COMMISSIONER JABER: -- to stop --

23 THE WITNESS: The order would fall out for manual
24 handling. They would look at it and see that the line had ADSL
25 on it.

1 MR. McGLOTHLIN: Those are all of my questions.

2 Thank you.

3 COMMISSIONER DEASON: Please proceed.

4 MR. KLEIN: Thank you, Commissioner.

5 CROSS EXAMINATION

6 BY MR. KLEIN:

7 Q Good morning, Mr. Williams. Andy Klein for KMC
8 Telecom.

9 A Good morning.

10 Q Mr. Williams, when BellSouth provides DSL service to
11 a multiline customer, on which line does BellSouth install the
12 DSL service?

13 A We install the DSL service on the line that the end
14 user asks us to.

15 Q What if the end user does not request a specific
16 line?

17 A I believe they would have to request a specific line.

18 Q Do you explain -- does BellSouth explain to a
19 particular end user what the consequences of assigning DSL to a
20 particular line may be for their availability to ALECs?

21 A I don't know that.

22 Q If BellSouth installs the DSL service on the primary
23 line, can an ALEC then win that customer and provide service on
24 a UNE loop basis?

25 A I think it might depend on the configuration of the

1 lines, where the hunt groups were in play or whatever.

2 Q Under what circumstances would it not prevent the
3 ALEC from providing service to that customer?

4 A It's my understanding that if it were the lead line
5 and you had a hunt group, that there would be some technical
6 difficulties. I'm not certain of that. I'm not the ADSL
7 product manager.

8 Q So it is your understanding that if ADSL was
9 installed by BellSouth on the primary line of a multiline
10 customer, that customer could then not be served by an ALEC on
11 a UNE loop basis because of these limitations?

12 A I believe that there would be a problem using any of
13 the other lines in the hunt group for a conversion to a UNE
14 line. That's my understanding.

15 Q And assuming, if you will, that the primary line is
16 the line that's listed in the telephone directory is a line to
17 which customers call when they're trying to reach a business,
18 the rest of the lines in that hunt group would be useless,
19 would they not, for incoming call purposes?

20 A Well, I believe that there could be -- as I
21 testified, I believe there's some problems technically with the
22 hunt group if -- well, I think we wouldn't allow ourself to get
23 into this situation. What we need to do is make sure that if
24 they want to convert other lines to a CLEC, that they do so and
25 put the ADSL on another line. I think that's the answer.

1 Q Does BellSouth voluntarily -- or would BellSouth
2 voluntarily transfer the DSL service from a primary line to
3 another line on a customer account if that customer is won by
4 an ALEC?

5 A I don't understand what you mean by "voluntarily."

6 Q Well, let me rephrase that. If the ALEC requested
7 that BellSouth transfer the DSL service from the primary line
8 to another line on that customer's account, would BellSouth do
9 that transfer?

10 A Well, you know, our relationship with the end user is
11 with the end user for ADSL, so I'm not sure we would take the
12 order from an ALEC to do that nor should we.

13 Q So it's your position that the end user would have to
14 request a transfer of that DSL service from the primary line to
15 another line?

16 A I'm not aware of any provisions to take orders from
17 anyone except the end user for their services.

18 COMMISSIONER JABER: Mr. Williams, help me understand
19 the big picture as it relates to this issue and 271. We're
20 here to understand whether you all have met the 14-point
21 checklist such that you should get 271 approval.

22 THE WITNESS: Yes.

23 COMMISSIONER JABER: Is it your position that the
24 fact that you provide DSL through resale, that's enough to
25 comply with the checklist for 271? That's the first part of

1 the question. And the second part of the question is sort of a
2 fallout. Therefore, providing it under the UNE platform is not
3 a necessary requirement for 271?

4 THE WITNESS: Yes. It is my understanding that in
5 none of the 271 proceedings thus far provision of the ILEC's
6 data service on a UNE loop was not a requirement for 271.

7 COMMISSIONER JABER: Do you know in those states
8 where 271 was granted all the way through the FCC process, that
9 being New York and Texas, what was done, and I understand there
10 are other states, but New York and Texas in the sense that we
11 have some sort of result to report on, how did the FCC handle
12 DSL as it related to meeting the checklist?

13 THE WITNESS: It's my understanding that in New York
14 and Texas and as recently as Pennsylvania, the FCC has ruled
15 that the ILEC does not have a 271 obligation to provide their
16 data service, which is an enhanced service, on a UNE loop.

17 COMMISSIONER JABER: And would I be able to point to
18 those orders by the FCC granting 271 authority in those states
19 to confirm your testimony?

20 THE WITNESS: Yes, yes. We could do that.

21 COMMISSIONER JABER: Okay.

22 CHAIRMAN JACOBS: Mr. Klein.

23 BY MR. KLEIN:

24 Q Turning once again to the availability to DSL service
25 to customers who are served on a UNE loop basis. It's where

1 you have a competitor competing on a facilities-based basis
2 obtaining UNE loops from BellSouth. If a competitor, if an
3 ALEC is providing service through a UNE loop basis, providing
4 its own facilities but buying a loop from BellSouth, and that
5 end user requests DSL service from BellSouth, does BellSouth
6 insist that one of those lines be transferred back for voice
7 service as well?

8 A First of all, if an end user asked for us to provide
9 our ADSL service on a facilities-based loop, our loop
10 qualification system won't have the telephone number. None of
11 our provisioning systems will have the telephone number. There
12 is no way we could do that because none of our systems would
13 have the telephone number if you were a facilities-based
14 provider.

15 Q So once an ALEC wins over an end user, you wipe out
16 all records relating to that end user from your systems?

17 A I don't know how often that -- when that takes place
18 or the timing of that, but, yes, it's considered to be a
19 disconnect in our system. I can't tell you how long those
20 numbers are in our system, but, yes, we no longer keep those
21 numbers.

22 Q How is it possible then that information regarding
23 those disconnected customers gets handed over to the win-back
24 team at BellSouth?

25 A I can't answer that.

1 Q So for DSL qualification purposes, the records are
2 erased, but for other purposes, you believe they're not erased?

3 A I don't know that.

4 Q So in order to obtain DSL service, an end user would
5 have to then transfer a voice line back to BellSouth in order
6 to even know whether he or she or the business is qualified to
7 receive DSL service; is that correct?

8 A Our loop qualification system has our telephone
9 numbers in it. No one else's.

10 Q So, again, my question is, in order to know whether a
11 particular location is qualified for DSL service, a voice line
12 would have to be transferred back to BellSouth before that
13 question could even be answered?

14 A I'm not sure I can answer your question the way you
15 asked it. But I can say that the only numbers our loop
16 qualification system has in it are BellSouth numbers.

17 Q Okay. I think that answers the question in the
18 affirmative. That being the case, if BellSouth transfers a
19 customer line back to itself in order to provide or even to
20 qualify a line for DSL service, which line would it transfer
21 back? The primary line or one of the hunt group lines?

22 A We process the order -- we process the request. They
23 have to tell us what they would like to move back.

24 Q Okay. Assuming a customer has several lines -- say
25 they have five lines, a primary line and four rollover lines or

1 hunt group lines. Could any of those hunt group lines be
2 transferred back to BellSouth aside from the -- without
3 transferring the primary line or the billing telephone number?

4 A I don't know that.

5 Q Who would know that?

6 A Mr. Milner may can answer that.

7 Q So you don't know what BellSouth policy is with
8 regard to which line it transfers back when there's a primary
9 line and a hunt group?

10 A It would be my expectation that we would transfer the
11 line they asked us to. And I think I testified to that.

12 Q But if they ask you to transfer one of the hunt group
13 lines and not the primary line, could that transfer be
14 effected?

15 A I think we would ask for a telephone number.

16 Q And once that telephone number is provided, would
17 that telephone number be the billing telephone number?

18 A It would be the only telephone number with BellSouth?
19 I believe it would be.

20 Q Again, is that the number that you would then
21 transfer back to BellSouth service?

22 A We would transfer the number they asked us to, I
23 believe. That's my expectation.

24 Q So I guess the big question is whether BellSouth
25 would be willing to provide DSL service on anything but the

1 primary line when that primary line is served by an ALEC?

2 A It would be my expectation that we would put our ADSL
3 service on the line a customer asked us to.

4 MR. KLEIN: Thank you. I have no further questions.

5 CHAIRMAN JACOBS: That takes care of cross on this
6 side. Staff.

7 CROSS EXAMINATION

8 BY MS. KEATING:

9 Q Good morning, Mr. Williams.

10 A Good morning.

11 Q I'd like to follow up a little bit more on the ADSL
12 policy issue. And I'm going to try not to overlap with anybody
13 else's questions, but I do want to follow up on something that
14 you responded to Mr. McGlothlin about. Now, if I understood
15 your testimony correctly, there have been situations where
16 BellSouth did provide ADSL service to an end use customer that
17 was also receiving voice service via an ALEC serving -- using
18 UNE-P; is that correct?

19 A That is correct. There were some accidental
20 happenings until we were able to put the proper systems edits
21 in place.

22 Q And this was a problem, though, with BellSouth's
23 system. This wasn't an ALEC problem; correct?

24 A It was totally our problem.

25 Q But even though these were problems with BellSouth's

1 system, BellSouth then required the ALEC to make the choice as
2 to whether to serve the customer via resale or to inform the
3 customer that they were going to have to have their xDSL
4 service switched; is that correct?

5 A That is correct.

6 Q Okay. And have all those situations where BellSouth
7 was providing xDSL service concurrently with an ALEC serving
8 the UNE-P, have all those situations been corrected?

9 A I don't know whether they have all been corrected or
10 not. I know the process is underway. I just can't say whether
11 it's been completed or not.

12 Q If an ALEC decides to continue providing voice
13 service to the end user using UNE-P instead of switching to
14 resale, how is the end user notified that BellSouth is going to
15 terminate the xDSL service?

16 A I'm not certain of that. I would expect since they
17 are BellSouth's ADSL customer that BellSouth would notify them.

18 Q So you don't have any idea of what that notice might
19 say?

20 A I'm sorry, I really don't know that. I would expect
21 that BellSouth would notify their customers.

22 Q Okay. Well, in the situations like that where an
23 ALEC does decide to continue serving via UNE-P, do you have any
24 idea what customers typically choose to do? Whether to stay
25 with the ALEC's voice service or BellSouth's ADSL service?

1 A No, I really haven't heard that.

2 Q Okay. And I think you've emphasized pretty clearly,
3 though, that this is a matter of BellSouth policy?

4 A That is correct.

5 Q Okay. And --

6 COMMISSIONER PALECKI: Let me jump in here with a
7 question. In a similar situation to what you were just asked
8 about but where we have an existing ALEC customer, voice
9 customer, they call BellSouth. They see an ad in the paper and
10 say -- for DSL service, and they ask for DSL service. What
11 does BellSouth tell that customer?

12 THE WITNESS: BellSouth would tell that customer that
13 they are not their voice provider, and therefore, we can't
14 provide our ADSL service on that loop.

15 COMMISSIONER PALECKI: I guess what I'm trying to get
16 at is, does BellSouth tell that customer that they need to go
17 to their voice provider to get DSL service, or do they tell the
18 customer that they will have to quit the ALEC in order to get
19 DSL service from BellSouth?

20 THE WITNESS: It's my understanding that it's
21 BellSouth's policy if you call the retail or the business
22 service center and you ask questions about a CLEC line,
23 regardless of what the question is, we will tell them to call
24 their provider.

25 COMMISSIONER PALECKI: So you don't suggest to the

1 customer that they would have to leave the CLEC in order to get
2 your DSL service?

3 THE WITNESS: It's not our policy to do so. It's our
4 policy to refer them to their voice provider.

5 COMMISSIONER PALECKI: Thank you.

6 BY MS. KEATING:

7 Q Just to go back to my question about how BellSouth
8 notifies the ADSL customer that their service will be
9 terminated. I think you indicated that you are not sure but
10 you believe that BellSouth does send a letter; is that correct?

11 A Well, I believe we would notify our ADSL end user,
12 and I believe that probably would be by letter. I'm not
13 certain of that.

14 MS. KEATING: If possible, I would like to ask that
15 that -- ask for that as a late-filed hearing exhibit. If a
16 letter does exist that BellSouth sends to the ADSL customers
17 informing them that service is going to be terminated, we'd
18 like a copy of that.

19 And I believe that will be hearing Exhibit 26,
20 Mr. Chairman, if that's correct.

21 CHAIRMAN JACOBS: That's correct. Show that marked
22 as Late-Filed Exhibit 26.

23 (Late-Filed Exhibit 26 identified.)

24 BY MS. KEATING:

25 Q Again, Mr. Williams this is a matter of BellSouth

1 policy, and you're basing this on FCC decisions that you're not
2 required to provision ADSL service when an ALEC is concurrently
3 providing service via UNE-P; correct?

4 A That is correct.

5 Q To your understanding, though, has the FCC actually
6 prohibited any of the RBOCs from providing ADSL service at the
7 same time that an ALEC is providing service via UNE-P?

8 A I'm not aware of any specific prohibition.

9 Q Mr. Williams, do you have a copy --

10 COMMISSIONER DEASON: Let me interrupt at this point.
11 Maybe this is a good time to ask this question. And I guess
12 I'm really not going to ask it towards the witness because I
13 think it's probably a broader scope question. I'll just direct
14 it towards Staff.

15 In our first go-around with the first 271
16 application, we really didn't have a lot of guidance from the
17 FCC. It was really our first stab at it, and I think we did a
18 good job at that. We conscientiously looked at all of the
19 issues, and we made decisions. Some we affirmed and some we
20 said that the bar had not yet been met, in our opinion.

21 Now, we're in a little bit different mode in the
22 sense that there have been some 271 applications that have been
23 approved by the FCC. Now, what mode are we in now? Are we in
24 the mode of looking at what the FCC has done and seeing whether
25 BellSouth meets that; or are we still in the mode of saying for

1 our consultative role to the FCC, we really don't care what
2 you've done before, but before you give 271 relief, we think
3 this is the standard and either the standard has or has not
4 been met? Which is it?

5 MS. KEATING: If I understand your question
6 correctly -- I mean, are you essentially asking, do we need --
7 are we going back and looking at things that they --

8 COMMISSIONER DEASON: No, no, no. My question is,
9 what standard do we hold BellSouth to? What FCC has done to
10 approve others; or do we look at it independently ourselves and
11 say, FCC, we really don't care what you've done with other
12 companies, whether you've approved or rejected them. We think
13 this standard is here, and this is what we're going to measure
14 BellSouth's own and give you our advice? Which standard is it?

15 Are we still in the same mode we were before the FCC
16 had approved some 271s? We're just taking our best look at it,
17 or are we basically just a field office for the FCC saying,
18 we're testing BellSouth now based upon what you've approved
19 others on, and we're going to advise you whether we think under
20 your grand scheme of things whether they have met your
21 standard, not our standard, but have they met your standard?

22 MS. KEATING: I think that's a good question,
23 Commissioner Deason.

24 COMMISSIONER DEASON: And see, this issue brings it
25 to light because this witness is saying it's our policy and we

1 don't have to. Well, is it our role to say to the FCC, well,
2 we understand -- and here again, I don't know if that's the
3 factual situation or not, whether that is FCC policy or not.
4 But for the sake of this question, let's assume the FCC has
5 said that BellSouth is not required to provide DSL service when
6 they are not the underlying voice provider.

7 Do we accept that and don't question it? And if so,
8 why have we spent the last hour asking these questions about
9 this if, in fact, the FCC doesn't care about it, and we're just
10 in the role of advising the FCC if this company has met FCC
11 standards? Or are we in the role saying, well, we don't care
12 if you have approved it for Texas, South Carolina -- I mean,
13 New York or Pennsylvania or whomever. We think for Florida we
14 should require that, and we're going to recommend to you that
15 you deny 271 until this company changes its policy? Which role
16 are we in?

17 MS. KEATING: I think you're somewhere in the middle,
18 and bear in mind, this is just my opinion, Commissioner. I'm
19 sure all the parties could write a very long brief on this
20 issue. But I think you look to what the FCC has done in other
21 states as guidance because this recommendation is ultimately
22 going to them. However, if you feel that there are areas
23 that -- where a different approach should be taken or that you
24 have -- that for Florida a different policy needs to be
25 implemented or that there is something that will better

1 advance --

2 COMMISSIONER DEASON: Well, let me share this with
3 you. I think we find ourselves in the situation of -- if we're
4 going to provide any meaningful input and if this hearing has
5 any meaning or purpose, we're in the role of making our own
6 independent determination and not just basically conducting a
7 pretest for the FCC to whether they have met what the FCC has
8 already described to be their standard. If that were the case,
9 just avoid us and just go straight to the FCC. Does that make
10 sense?

11 MS. KEATING: Yes, sir. I certainly understand where
12 you're coming from. And I think you're probably right --

13 COMMISSIONER DEASON: And here again, I mean, we've
14 had question after question after question after question from
15 all of the parties, from Commissioners, now from Staff on this
16 policy issue. And the answer to the question is still the
17 same. Nah, nah, nah, nah, nah, we don't have to, so we're not
18 going to. Well, if that's the case, fine, I can accept that.
19 So let's just eliminate two hours of cross-examination and
20 don't waste our time.

21 But if the standard is, if you're telling this
22 Commission we disagree with FCC policy, and we think Florida
23 should do something differently, and you should stand up and
24 tell the FCC that this should be a requirement before this
25 company gets 271, fine, it's not been a waste of time. Now,

1 I'm not saying I agree or disagree with your position. I'm
2 just asking the basic question of, are we using our time wisely
3 here to go and delve into these things? And I'm all willing to
4 do it, but I want to have the latitude to make my own policy
5 decision and advise the FCC and not just simply go to the FCC
6 and say, well, we had three hours of cross-examination on this,
7 but we understand you've already ruled this way, so we're not
8 even addressing this, and yes, BellSouth meets your standard.

9 MS. KEATING: Well, Commissioner, I think probably
10 the fact that you have had a couple hours' worth of
11 cross-examination on the issue may sort of give you an
12 indication that there's a difference of opinion on whether the
13 FCC's policy stated thus far holds you to any particular
14 standard.

15 COMMISSIONER DEASON: Well, if this is something that
16 needs to be briefed, that's fine. I'm certainly interested in
17 hearing what the parties have to say as to what we're here for.
18 And I don't know how -- any more clearer to say it than that,
19 is really, I guess, what role are we playing? What is the
20 nature of our consultative role given the fact now that the FCC
21 has approved some 271 applications?

22 CHAIRMAN JACOBS: You were making a request to have
23 that as a briefing issue, I assume.

24 COMMISSIONER DEASON: Yes. I think that would be --
25 will Staff agree? Is that something that should be briefed, or

1 it is just something that we're just going to have to deal with
2 through the course of this --

3 CHAIRMAN JACOBS: I was going to agree. I agree that
4 it should be an issue. And there may be some clarity. It's
5 definitely unclear at this point, but there may be some clarity
6 that is evolving or emerging on this point. And I keep
7 bringing this up, but I really do believe that the appeal, the
8 271 appeal that's out there now is interesting. And I don't
9 want -- and one of the points that comes up in it is the FCC's
10 brief where they clearly indicate a difference to state
11 analysis. That's not legal -- I don't think there's a legal
12 binding position on that at this point. But I think it begins
13 to give me some guidance that at least if the FCC is going to
14 defend its decision on appeal by saying we relied very heavily
15 on the state's analysis, then that tells us a little bit about
16 what we ought to be doing here and giving them our product and
17 performing our consultative role.

18 But I think it will be useful for the parties to
19 brief that issue. And by the way, Mr. Williams,
20 Commissioner Deason did editorialize your answer for effect.
21 You didn't say, "Nah, nah, nah, nah, nah."

22 COMMISSIONER DEASON: I took some -- a little bit of
23 liberty there, and I apologize. I was in the heat of the
24 discussion at the moment.

25 THE WITNESS: That's quite all right.

1 COMMISSIONER JABER: Mr. Chairman, we should probably
2 allow Staff to come up with an issue so that the parties are
3 real clear on what it is they're briefing.

4 CHAIRMAN JACOBS: Why don't you do --

5 MS. KEATING: We can certainly do that.

6 CHAIRMAN JACOBS: -- that? And you can come back to
7 us before we close up.

8 MS. KEATING: I'd ask that perhaps we be able to
9 bring that back to you after the next break?

10 CHAIRMAN JACOBS: That would be fine.

11 COMMISSIONER PALECKI: Ms. Keating, let me ask you a
12 follow-up legal question. On the specific issue regarding DSL,
13 we've been cited to several FCC decisions. Are you aware as to
14 whether in any of these decisions the FCC reversed the state
15 that required an ILEC to provide DSL service to a customer that
16 was at the time being provided with voice service by the ALEC?

17 MS. KEATING: I'm not aware of any at this time, but
18 I could certainly -- that could be something else that we can
19 try to check on during the break.

20 COMMISSIONER PALECKI: Do the parties know? Have any
21 states been reversed, or is it just simply the FCC has said
22 that they don't require ILECs to provide that service?

23 MS. FOSHEE: I can comment on that, sir. No
24 271 decision to date has required an ILEC to provide voice
25 service -- I mean, data service when the CLEC provides the

1 voice service. But in specific response to your question, that
2 has not occurred to the best of my knowledge.

3 COMMISSIONER PALECKI: Thank you.

4 MR. KLEIN: If I could just elaborate on what
5 BellSouth just stated, the attorney for BellSouth. I'm not
6 aware that it's been stated with the clarity that has been
7 represented here today. I don't think the issue has been
8 explored in the depth that I think it needs to be explored in.
9 So I don't think that the precedent established that would
10 necessarily resolve this issue. So I don't agree with
11 BellSouth's position on that.

12 CHAIRMAN JACOBS: Very well. I can accept that. We
13 were on Ms. Keating.

14 MS. KEATING: And I'd ask for just a small bit of
15 leeway to ask one other question on this point.

16 CHAIRMAN JACOBS: Okay.

17 BY MS. KEATING:

18 Q Mr. Williams, do you have a copy of hearing
19 Exhibit Number 2? This is BellSouth's responses to FDN's
20 discovery requests. Do you have a copy of that? If not, I can
21 certainly get one to you.

22 A (Tendering document.)

23 Q And I'd ask you to look in the section that's the
24 first set of responses to FDN's interrogatories, Item 2, and
25 the page number is Page 9.

1 A Page 8 and 9?

2 Q Page 9 of BellSouth's responses to Florida Digital's
3 first set of interrogatories dated May 16, 2001.

4 A Yes, I have that.

5 Q Do you have that? Okay.

6 And the request there was, how many DSL customers
7 does BellSouth have in Florida, and how many of these customers
8 were added during the first quarter of 2001? Are we on the
9 same page?

10 A Yes, I have that.

11 Q And BellSouth's response was that BellSouth had
12 133,015 high-speed data customers in Florida with 43,291 added
13 in the first quarter; is that correct?

14 A That is correct.

15 Q That's about a 48 percent increase; correct?

16 A Subject to check, I'll take your word for that.

17 Q Would you characterize that as a fairly rapid
18 increase?

19 A I would characterize that as very successful
20 marketing and deployment of remote solutions in Florida.

21 Q I appreciate that clarification. Just so I'm clear,
22 since BellSouth won't provide ADSL service to customers serving
23 via UNE-P, as BellSouth's ADSL customer base increases, doesn't
24 that consequently result in a decrease of customers available
25 to ALECs to serve via UNE-P?

1 A Well, it certainly means that those subscribing to
2 BellSouth ADSL are not eligible for UNE-P, but there certainly
3 are other options in the marketplace. And also, I don't know
4 how this compares to the growth of UNE-P and also ALEC UNE
5 lines, but there's been pretty rapid growth there as well.

6 Q Going to another issue real briefly. I think you
7 stated earlier that BellSouth's targeting first quarter
8 2002 for combo line cards. Did I understand that correctly?

9 A Yes. We're testing combo line cards now, and the
10 last I heard of our plans was to begin deployment in the
11 first quarter of 2002.

12 Q Okay. Is BellSouth going to go in and retrofit its
13 remote terminals, or are line cards only going to be able to be
14 deployed in new remote terminals?

15 A Certainly all of the new, as well as the 7 percent of
16 our remote terminals that are served by NGDLC that are purely
17 voice, those will be retrofitted as well.

18 Q Okay. But the rest will not?

19 A I'm not sure that I have information to really help
20 you there. I imagine there will be some. Mr. Milner may can
21 add more to that than I could.

22 Q And just to be clear, is BellSouth going to be
23 installing the combo cards, or will ALECs also be allowed to
24 install their own cards?

25 A BellSouth is going to be deploying their own combo

1 cards. What ALECs deploy, you know, I can't really speak to
2 that.

3 MS. KEATING: If I could have just a moment,
4 Mr. Chairman.

5 CHAIRMAN JACOBS: Very well.

6 MS. KEATING: Thank you, Mr. Williams. Those are all
7 the questions Staff has.

8 CHAIRMAN JACOBS: Commissioners.

9 COMMISSIONER PALECKI: I don't have a question. I
10 just wanted to thank you, Mr. Williams, for the answer you gave
11 me regarding information being provided those that collocate at
12 your terminals. I think it's a step in the right direction for
13 BellSouth.

14 THE WITNESS: Yes, sir. Thank you. And I apologize
15 I didn't have the information the last time I was asked that.

16 COMMISSIONER PALECKI: Thank you.

17 CHAIRMAN JACOBS: In your summary -- and I'm sorry, I
18 do not recall specifically, did you indicate that you were
19 going to be providing loop makeup? I know you announced that
20 was going to be a new offering of the splitter, but there was a
21 second one you discussed as well.

22 THE WITNESS: Yes, sir. We said two things new. We
23 will provide the splitter in line splitting situations, and the
24 second, in answer to Commissioner Palecki's question, that we
25 would have a product available. Actually, it's going to be a

1 compact disk that ALECs can request on a central office basis,
2 and we will provide them detailed information about the remote
3 terminals working behind that central office, end user
4 telephone numbers, addresses, et cetera.

5 CHAIRMAN JACOBS: All right. Very well. Thank you.

6 COMMISSIONER PALECKI: Let me just follow up just to
7 make sure that I'm clear. The information that is being
8 provided then would allow an ALEC -- let's say an ALEC provides
9 service to three or four customers out of one of BellSouth's
10 remote terminals, and they get a call from a customer that
11 wants DSL service. That would allow the ALEC to go ahead,
12 install a DSLAM in order to provide DSL service to that end use
13 customer, and the additional information would allow the ALEC
14 to surgically market all of the customers that are served out
15 of that end use -- out of that remote terminal.

16 THE WITNESS: Yes, sir. It would seem to me like
17 that information could be used exactly as you described.

18 COMMISSIONER PALECKI: So by installing a DSLAM in a
19 remote terminal to serve a specific customer or group of
20 customers, it would no longer be a sure loss or a sure losing
21 proposition for the ALEC. It would actually allow them to make
22 that a cost-effective business decision for them.

23 THE WITNESS: Yes, sir, I believe that's correct. I
24 believe they could use the data first to determine whether they
25 wanted to deploy, and second, once they did, they could target

1 market into that remote terminal base and sell their data
2 service to those customers.

3 COMMISSIONER PALECKI: Well, I think that makes
4 BellSouth's argument that ALECs should purchase the facilities,
5 specifically the DSLAMs as -- and you've argued all along,
6 BellSouth has been making those purchases. It makes it a more
7 viable argument, I believe. Thank you.

8 THE WITNESS: Thank you.

9 CHAIRMAN JACOBS: Redirect.

10 MS. FOSHEE: Thank you, Mr. Chairman. Just a few
11 quick questions.

12 REDIRECT EXAMINATION

13 BY MS. FOSHEE:

14 Q Mr. Williams, is line splitting set forth in
15 BellSouth's SGAT?

16 A Yes, it is.

17 Q And have BellSouth and AT&T agreed on line splitting
18 provisions for their new interconnection agreement?

19 A Yes, we're in agreement. As I testified, I don't
20 think the agreements have been signed, but the last I heard
21 there were no outstanding terms. And the last language I
22 looked at looked clean.

23 Q Mr. Klein asked you some questions about
24 qualification of ADSL. Is there a difference between the LQS
25 system in the loop makeup gateway?

1 A Yes, there is a substantial difference. The loop
2 makeup system is designed for BellSouth's internal use and also
3 the use of those authorized sales agents that sell BellSouth's
4 data service. And the primary difference is, it qualifies a
5 loop for BellSouth's ADSL service. And while we allow ALECs to
6 use that database, they could get wrong information. They
7 could look at a loop that would say "qualified for ADSL" for
8 BellSouth's ADSL, but actually it was qualified because of the
9 deployment of a remote solution, and they would get bad
10 information.

11 And that's why I continually tell CLECs in our
12 collaborative meeting, this is a tool you can use, but please,
13 loop makeup information gives you much better information,
14 accurate information about the loop without the misleading
15 information about a BellSouth remote solution that's deployed.

16 Q And the loop makeup information that you referred to,
17 that's maintained by facility, is it not, so that the
18 facilities are always in that database regardless of who the
19 carrier is?

20 A Yes, that's correct.

21 Q And I had just one last question. Do you still have
22 in front of you Exhibit 25 which was the transcript that AT&T
23 handed you?

24 A It's not marked, but I believe this is it.

25 Q Okay. If you could turn back to Page 1004 that you

1 discussed with Ms. Ockleberry. And the question that she
2 referred you to that was asked of Mr. Ruscilli is on Lines 18
3 and 19. Can you read that question?

4 A Beginning on Line 18, "Are you aware of any instance
5 where BellSouth has disconnected an xDSL customer under those
6 conditions?"

7 Q Now, did Mr. Ruscilli answer that question by saying
8 definitively there were not any situations, or that he was not
9 aware of any situations?

10 A "Answer: No, I'm not aware of any."

11 MS. FOSHEE: Thank you. I have no further questions.

12 CHAIRMAN JACOBS: Exhibits.

13 MS. FOSHEE: Yes, sir. We would like to move 24 into
14 the record, please.

15 CHAIRMAN JACOBS: Without objection, show Exhibit 24
16 is admitted.

17 (Exhibit 24 admitted into the record.)

18 CHAIRMAN JACOBS: AT&T.

19 MS. OCKLEBERRY: AT&T would move hearing
20 Exhibit Number 25 into the record.

21 CHAIRMAN JACOBS: Without objection, show Exhibit 25
22 is admitted. And Exhibit 26 is a late-filed. Thank you.

23 (Exhibit 25 admitted into the record.)

24 MS. FOSHEE: Mr. Chairman, may Mr. Williams be
25 excused?

1 CHAIRMAN JACOBS: Yes, you may.

2 MS. FOSHEE: Thank you.

3 THE WITNESS: Thank you.

4 (Witness excused.)

5 CHAIRMAN JACOBS: We're going to go ahead and break
6 now for lunch and come back at one o'clock.

7 (Lunch recess.)

8 (Transcript continues in sequence with Volume 6.)

9 - - - - -

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 STATE OF FLORIDA)

2 : CERTIFICATE OF REPORTER

3 COUNTY OF LEON)

4

5 I, TRICIA DeMARTE, Official Commission Reporter, do hereby
6 certify that the foregoing proceeding was heard at the time and
7 place herein stated.

8

9 IT IS FURTHER CERTIFIED that I stenographically
10 reported the said proceedings; that the same has been
11 transcribed under my direct supervision; and that this
12 transcript constitutes a true transcription of my notes of said
13 proceedings.

14

15 I FURTHER CERTIFY that I am not a relative, employee,
16 attorney or counsel of any of the parties, nor am I a relative
17 or employee of any of the parties' attorneys or counsel
18 connected with the action, nor am I financially interested in
19 the action.

20

21 DATED THIS 15th DAY OF OCTOBER, 2001.

22

23

Tricia DeMarte

24

TRICIA DeMARTE
FPSC Official Commission Reporter
(850) 413-6736

25