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02 MAR 25 PM 4:45

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COMMISSION
CLERK

March 25, 2002

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: 000075-TP (Generic ISP) (Phase II)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Elizabeth R. A. Shiroishi, which we ask that you file in the captioned docket.

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

Sincerely,

E. Earl Edenfield, Jr.
(EA)

E. Earl Edenfield, Jr.

AUS _____ Enclosures

CAF _____

CMP _____

COM *Tag* cc: All Parties of Record

CTR _____ Marshall M. Criser III

ECR _____ R. Douglas Lackey

GCL _____ Nancy B. White

OPC _____

MMS _____

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CERTIFICATE OF SERVICE
Docket No. 000075-TP (Phase II)

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Federal Express this 25th day of March, 2002 to the following:

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(+) Signed Protective Agreement

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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF BETH SHIROISHI
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000075-TP (PHASE II)
MARCH 25, 2002

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

A. My name is Elizabeth R. A. Shiroishi. I am employed by BellSouth as Managing Director for Interconnection Services. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. ARE YOU THE SAME ELIZABETH R.A. SHIROISHI WHO FILED DIRECT TESTIMONY IN THIS CASE?

A. Yes.

Issue 13: How should a "local calling area" be defined, for purposes of determining the applicability of reciprocal compensation?

Q. AT&T AND FLORIDA DIGITAL NETWORK ASSERT THAT BELLSOUTH HAS IN PLACE INTERCONNECTION AGREEMENTS WHICH DESIGNATE THE ENTIRE LATA AS LOCAL FOR INTERCARRIER COMPENSATION PURPOSES. PLEASE COMMENT.

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A. BellSouth has entered into agreements that expand what is considered local traffic for reciprocal compensation purposes; however, in those agreements, switched access is specifically exempted from being considered as local traffic. The AT&T/BellSouth Agreement which AT&T references does NOT make all calls which originate and terminate in the LATA local for reciprocal compensation purposes. The agreement clearly excludes switched access from the local traffic definition (See Attachment 3, Section 5.3.1.1 of the Interconnection Agreement). Further, the local traffic definition is interrelated to other terms and conditions, including provisions for which Party designates the Point of Interconnection.

Q. LEVEL 3'S WITNESS, MR. GATES (ON PAGE 13), AND AT&T'S WITNESS, MR. CAIN (ON PAGE 7), REQUEST THAT THE COMMISSION DETERMINE THAT A CALL IS LOCAL BASED ON THE NPA/NXX'S OF THE CALLING AND CALLED PARTIES. HASN'T THE COMMISSION ALREADY ADDRESSED THAT ISSUE?

A. Yes. This issue has been addressed by this Commission in previous interconnection agreement arbitrations and most recently at the December 5, 2001 Agenda Conference regarding the Second Phase of this Docket. At that Agenda Conference, the Commission ruled that compensation for "virtual NXX" calls should be based upon the physical end points of the call, and not upon the calling and called NPA/NXXs of the call. Level 3 and AT&T are merely attempting to raise an issue here that has already been resolved.

1 Q. PLEASE COMMENT ON FLORIDA DIGITAL NETWORK'S PROPOSAL
2 THAT THE COMPENSATION AND JURISDICTION OF A CALL BE
3 DETERMINED BY THE TRANSPORT AND INTERCONNECTION
4 OBLIGATIONS OF THE ORIGINATING PARTY.

5

6 A. This proposal is not only vague, it is not in compliance with current FCC rules.
7 The FCC has long held that the jurisdiction of a call is determined by the end
8 points of such call. This was upheld, once again, in Paragraph 57 of the ISP
9 Order on Remand adopted April 18, 2001. Even if Florida Digital Network's
10 proposal was in compliance with FCC rules, I doubt that any company's billing
11 system could jurisdictionalize traffic (and thus bill the appropriate rates: access or
12 reciprocal compensation) based on where the call is handed off. Accordingly,
13 FDN's proposal does not only violate FCC rules but also is infeasible.

14

15 Q. MR. GILLAN HAS CITED A NUMBER OF FLORIDA PUBLIC SERVICE
16 COMMISSION RULINGS ON EXPANDED CALLING AREAS TO ASSERT,
17 ON PAGES 3 – 6 OF HIS TESTIMONY, THAT THE COMMISSION HAS
18 ALREADY ESTABLISHED THE LATA AS THE DE FACTO LOCAL
19 CALLING AREA FOR INTERCARRIER COMPENSATION. DO YOU
20 AGREE?

21

22 A. No. Mr. Gillan's reliance on these decisions is misguided. Mr. Gillan seems to
23 be advocating that any call that could potentially be considered under an
24 expanded local retail offering be compensated as local for intercarrier
25 compensation purposes, regardless of the calling plan actually in effect. I will

1 address the decisions discussed by Mr. Gillan in just a moment, but would like to
2 first point out that the Parties advocating the ILEC's local calling scope as the
3 default local calling area for reciprocal compensation purposes have made clear
4 that they are referencing the local calling scope and mandatory EAS.

5
6 The Order referenced by Mr. Gillan on page 4 of his testimony was the last round
7 of rate reductions required by an earlier settlement. The previous reduction
8 required by the settlement implemented numerous ECS routes throughout Florida
9 (Order No. PSC-95-1391-FOF-TL). It is clear that, not only did the 1995 order
10 implement various ECS routes, it also allowed IXCs the ability to continue to
11 compete on these routes. In fact, at the time the Order was issued, the
12 Commission stated the following:

13
14 Some of the intervenors express concerns that approval of the ECS
15 plan will re-monopolize the provision of toll service throughout a
16 significant portion of Southern Bell's operating territory.
17 However, as discussed subsequently in this Order, interexchange
18 companies (IXCs) may continue to carry the same types of traffic
19 on these ECS routes that they are now authorized to carry.
20 Additionally, under the revised telecommunications statutes,
21 specifically Section 364.337, Florida Statutes, providing for
22 alternative local exchange telecommunications companies
23 (ALECs) on January 1, 1996, there could be additional competition
24 for this traffic, as well as other local services.
25

26 The Commission believed that allowing IXCs to continue to compete combined
27 with the introduction of ALECs in Florida would provide companies the ability to
28 compete for traffic on ECS routes. Thus, the Commission clearly did not view
29 this as setting the LATA as the de facto local calling area.

30

1 Q. DID THE COMMISSION ALSO IMPLEMENT OTHER MEASURES TO
2 PROVIDE IXCS THE ABILITY TO COMPETE ON THESE ECS ROUTES?

3

4 A. Yes. In the February 13, 1995 Order No. PSC-95-0203-FOF-TP, the Commission
5 required BellSouth to implement intraLATA presubscription. In addition, in
6 April of 1996, the Commission implemented 1+10 digit dialing on most of the
7 ECS routes the Commission implemented pursuant to the 1995 order. Clearly,
8 these provisions afforded IXCs, and even ALECs, the ability to compete with
9 BellSouth's ECS services.

10

11 Q. ON PAGES 2 AND 3 OF MR. GILLAN'S DIRECT TESTIMONY, MR.
12 GILLAN TRIES TO INDICATE THAT THERE ARE NO TOLL ROUTES IN
13 THE SOUTHEAST LATA. DO YOU AGREE WITH MR. GILLAN'S
14 ASSESSMENT?

15

16 A. Absolutely not. As pointed out above, the Commission allows IXCs and ALECs
17 to compete on all routes in the Southeast LATA including all ECS routes. As a
18 matter of fact, there are currently 489 possible routes in the Southeast LATA. Of
19 the 489, 128 are competitive ECS routes and 361 are toll routes. It is hard for me
20 to understand Mr. Gillan's assertion that the Southeast LATA is essentially a de
21 facto local calling area.

22

23 Q. ON PAGE 5 OF MR. GILLAN'S DIRECT TESTIMONY, HE STATES THAT
24 IN 1991 BELL SOUTH COLLECTED \$4.38 IN INTRALATA TOLL REVENUE
25 PER LINE AND THAT DECLINED TO \$.42 BY 2000. DID MR. GILLAN

1 GIVE EXPLANATION OF THESE NUMBERS OR ANY REASONS FOR THE
2 DECLINE IN REVENUE FOR INTRALATA TOLL?
3

4 A. No, not at all. BellSouth would like to understand the origin of these numbers in
5 order to ensure they have been presented correctly. Further, the introduction of
6 local competition, as well as the implementation of intraLATA presubscription
7 clearly would have a severe impact on BellSouth's intraLATA toll revenue.
8

9 Q. HAS THE FLORIDA PUBLIC SERVICE COMMISSION ALREADY ISSUED
10 AN ORDER GIVING DIRECTION ON HOW AN ALEC AND ILEC SHOULD
11 HANDLE INTERCARRIER COMPENSATION WHEN THE ALEC'S LOCAL
12 CALLING AREA IS DIFFERENT FROM THE ILEC'S LOCAL CALLING
13 AREA?
14

15 A. Yes. Order No. PSC-97-0462-FOF-TP in Docket No. 961346-TP states:

16
17 We agree that an ALEC has full statewide authority when it
18 receives certification from this Commission, and that it has
19 the authority to designate its local calling area in whatever
20 way it chooses. Section 364.16 (3)(a), Florida Statutes,
21 nonetheless, does not allow an ALEC to knowingly deliver
22 traffic where terminating access charges would otherwise
23 apply. Therefore, while an ALEC may have a different
24 local calling area than an incumbent LEC, it is required by
25 statute to pay the applicable access charges.
26

27 Although the Florida Public Service Commission has recognized that an ALEC may
28 have a retail local calling area that differs from the ILEC, the Commission has
29 determined that, pursuant to Section 364.16 (3)(a), Florida Statutes, the ALEC is
30 required to pay access charges based on the ILEC's local calling area.

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Q. ON PAGE 13 OF VERIZON'S TESTIMONY OF MR. TRIMBLE, HE DISCUSSES HOW LATA-WIDE LOCAL WOULD FAVOR ONE CLASS OF CARRIERS OVER ANOTHER. WHAT OTHER PROBLEMS WOULD LATAWIDE LOCAL BRING ABOUT WITH REGARDS TO DIFFERENT CLASSES OF CARRIERS?

A. On page 46 of Staff's Recommendation on Issue 13, Staff states that this LATA-wide local plan will only apply between local carriers, and not to IXCs. The problem with this assumption is that many carriers are both ALECs and IXCs. The rules then become vague, which could allow some carriers to manipulate the rules to gain an unfair competitive advantage. Simply put, an IXC now has an incentive to masquerade as a local carrier, thereby furthering arbitrage opportunities.

Q. THROUGHOUT MR. TRIMBLE'S TESTIMONY, HE ADDRESSES THE UNINTENDED CONSEQUENCES OF LATA-WIDE LOCAL, INCLUDING UNIVERSAL SERVICE ISSUES, ARBITRAGE OPPORTUNITIES, AND COMPETITIVE NEUTRALITY ISSUES. PLEASE COMMENT.

A. Mr. Trimble does an excellent job pointing out all of the issues associated with a default local calling area being the entire LATA. Rather than restate the same issues here in rebuttal to the testimony of AT&T, Level 3 and FDN, BellSouth supports and adopts as its own Mr. Trimble's testimony on the rebuttal of a LATA-wide local proposal.

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Q. SPRINT’S WITNESS, MS. WARD (ON PAGE 4) AND VERIZON’S WITNESS, MR. TRIMBLE (ON PAGE 22) STATE THAT THE FLORIDA PUBLIC SERVICE COMMISSION DOES NOT HAVE THE AUTHORITY TO FIND THAT CALLS SUBJECT TO ACCESS WILL NOW BE COMPENSATED WITH RECIPROCAL COMPENSATION. DO YOU AGREE?

A. Yes. While I am also not a lawyer, it is my understanding that the Florida Public Service Commission must act within the bounds of the Florida Statutes. Section 364.16(3)(a), which, as I stated earlier, this Commission relied on in Docket 961346-TP addressing a similar issue, limits the Commission’s ability to influence access rates.

While the issues raised in connection with an appropriate default definition of local calling area have been an interesting exercise in theory, the crux of this issue boils down to the first question posed by the Commission: What is the Commission’s jurisdiction in this matter? Simply put, the Commission has jurisdiction under Paragraph 1035 of the FCC’s Local Competition Order “to determine what geographic areas should be considered ‘local areas’ for the purpose of applying reciprocal compensation obligations under section 251(b)(5), consistent with the state commission’s historical practice of definition local service areas for wireline LECs.” However, in Florida, Section 364.16(3)(a) of the Florida Statute limits this authority by not allowing an ALEC to knowingly deliver traffic where terminating access

1 charges would otherwise apply. Section 364.16(3)(a) does not allow the
2 Florida Public Service Commission to determine that all calls within the
3 LATA are local, and thus afford ALEC's the opportunity to knowingly deliver
4 traffic where terminating access charges would otherwise apply and not pay
5 access charges.

6

7 ***Issue 17: Should the Commission establish compensation mechanisms governing the***
8 ***transport and delivery of traffic subject to Section 251 of the Act to be used in the***
9 ***absence of the parties reaching an agreement for negotiating a compensation***
10 ***mechanism? Is so, what should be the mechanism?***

11

12 Q. PLEASE ADDRESS MR. GILLAN'S ALLEGATION, ON PAGE 7 OF HIS
13 TESTIMONY AND THE CORRESPONDING EXHIBIT JPG-1, THAT
14 TRAFFIC IS NOT "ROUGHLY IN BALANCE."

15

16 A. FCC Rule 51.713 states that the Commission has the authority to establish bill and
17 keep for local traffic when the traffic is determined to be roughly balanced or
18 presumed to be roughly balanced. The data that Mr. Gillan relies on for his
19 statement that traffic is not roughly balanced and his corresponding chart are not
20 numbers reflective of only local traffic. These numbers are in response to the
21 request to "Provide by year, for each of the last five years, the number of minutes
22 interchanged between BellSouth and ALECs networks." As such, these numbers
23 would include ISP-bound traffic between BellSouth and ALECs networks.

24

1 Q. PLEASE ADDRESS MR. GILLAN'S TESTIMONY, ON PAGE 8 AND THE
2 CORRESPONDING EXHIBIT JPG-2, THAT BELLSOUTH "CHARGES
3 OTHER CARRIERS FAR MORE FOR TERMINATING THEIR TRAFFIC
4 THAN ITS COST."
5

6 A. Mr. Gillan's Exhibit JPG-2 mixes apples with oranges. In this exhibit, he
7 compares what BellSouth pays ALECs for terminating local traffic with what
8 BellSouth charges IXCs for terminating long distance. This exercise does not in
9 any way illustrate an inequity – it merely shows the difference between local rates
10 and access charges. An apples to apples comparison of the rates that BellSouth
11 pays to ALECs versus the rates that ALECs pay to BellSouth for terminating local
12 traffic would show that they are exactly the same since BellSouth has in place
13 symmetrical rates for reciprocal compensation for local traffic. Further, an apples
14 to apples comparison of rates that BellSouth pays to ALECs versus the rates that
15 ALECs pay to BellSouth for access traffic would show that the ALECs' rates
16 either mirror BellSouth's rates, or in some cases are even higher.
17

18 Q. PLEASE ADDRESS MR. HUNSUCKER'S TESTIMONY (ON PAGE 9)
19 ABOUT THE EFFECT OF AN ILEC'S CHOICE TO OPT INTO THE FCC'S
20 INTERIM COMPENSATION MECHANISM PUT FORTH IN THE ISP
21 ORDER ON TRAFFIC SUBJECT TO 251(B)(5).
22

23 A. Mr. Hunsucker discusses the fact that if an ILEC chooses to opt-in to the FCC's
24 interim compensation regime for ISP-bound traffic, then the ILEC must also agree
25 to offer the exchange of all 251(b)(5) traffic at the same rates. However, an

1 interconnecting carrier can refuse this offer, and instead choose for the Parties to
2 exchange 251(b)(5) traffic at the state commission Ordered rates. As such, this
3 Commission must have in place rates, or a mechanism such as bill-and-keep, for
4 traffic subject to 251(b)(5).

5

6 Q. ON PAGE 13 OF MR. HUNSUCKER'S TESTIMONY, HE STATES "THERE
7 IS LITTLE EVIDENCE THAT TRAFFIC FLOWS BETWEEN SPRINT AND
8 ALECS IN FLORIDA IS 'ROUGHLY BALANCED,'" AND REFERS TO
9 EXHIBIT MRH-1. IS THIS THE APPROPRIATE CHART TO LOOK AT TO
10 DETERMINE WHETHER OR NOT LOCAL TRAFFIC IS "ROUGHLY
11 BALANCED"?

12

13 A. While I am certainly not as familiar with Mr. Hunsucker's testimony as he is, it
14 would seem to me that Exhibit MRH-1 is not the appropriate chart to reference in
15 determining whether LOCAL traffic is roughly balanced, because Exhibit MRH-1
16 includes ISP-bound minutes. Exhibit MRH-2, on the other hand, shows the
17 balance of traffic once ISP-bound minutes are excluded (using the FCC's 3:1 ratio
18 to determine what is ISP-bound). This exhibit would seem to have the ratio the
19 Commission would want to examine in order to determine whether or not local
20 traffic is roughly balanced. As Mr. Hunsucker stated, this ratio appears to be
21 1.94:1.

22

23 Q. DOES THAT CONCLUDE YOUR TESTIMONY?

24

25 A. Yes.