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July 29, 2002

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

Re: **Docket No. 020129-TP: Joint Petition of US LEC of Florida, Inc., Time Warner Telecom of Florida, LP and ITC^DeltaCom, Communications objecting to and requesting suspension of proposed CCS7 Access Arrangement Tariff filed by BellSouth Telecommunications, Inc.**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of W. Keith Milner, John A. Ruscilli, Clyde L. Greene, Gregory R. Follensbee and Thomas Randklev, 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 a copy to me. Copies have been served to the parties shown on the attached certificate of service.

Sincerely,

*Patrick W. Turner*  
Patrick W. Turner (LH)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

*Comm-5+org*  
*mp-1*  
*FCL-1*  
*sec-1*

*0792602 thru 07932-05*

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*RLM*  
FPSC-BUREAU OF RECORDS

**CERTIFICATE OF SERVICE  
DOCKET NO. 020129-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 29th day of July 2002 to the following:

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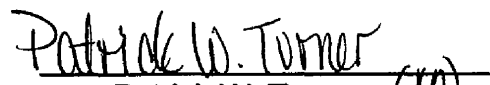
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**(+) Signed Protective Agreement**

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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF GREGORY R. FOLLENSBEE  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 020129-TP  
JULY 29, 2002

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

A. My name is Gregory R. Follensbee. I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as Senior Director -- Interconnection Services. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Florida State University in Tallahassee, Florida, in 1972 with a Bachelor of Arts Degree. I began employment with the Florida Public Service Commission in 1972 and held several positions with them before leaving in 1983. In that year, I joined AT&T Corp. in its Southern Region office, supporting AT&T's offering of intrastate long distance service, as well as local service beginning in 1996. On April 1, 2001, I joined BellSouth. In my current position as Senior Director, I oversee the negotiation of

1 interconnection agreements between BellSouth and Competitive Local  
2 Exchange Carriers (“CLECs”) in BellSouth’s nine-state region.

3

4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5

6 A. The purpose of my rebuttal testimony is to respond to certain portions of the  
7 direct testimony of Mr. Steve Brownworth filed on behalf of ITC^DeltaCom  
8 Communications, Inc. (“DeltaCom”) and Ms. Wanda Montano filed on behalf  
9 of US LEC of Florida (“US LEC”) with the Florida Public Service  
10 Commission (“Commission”) on July 1, 2002.

11

12 Q. ON PAGE 7, LINES 1-10, OF HIS TESTIMONY, DELTACOM’S WITNESS,  
13 MR. BROWNORTH, DESCRIBED A CALL FROM AN IXC TO  
14 ITC^DELTACOM. IS MR. BROWNORTH’S DESCRIPTION OF THE  
15 SIGNALING ASSOCIATED WITH THAT CALL CORRECT?

16

17 A. No. It appears that Mr. Brownworth is treating switched access and signaling  
18 in a similar manner, but these are two separate and distinct things. With its  
19 tariff, BellSouth is simply charging its customers for their actual use of the  
20 BellSouth signaling network. This is demonstrated in the attached document,  
21 Exhibit GRF-1.

22

23 In his own example on page 7 of his direct testimony, Mr. Brownworth states  
24 that “[b]oth BellSouth and ITC^DeltaCom will charge an IXC carrier an equal  
25 number of [ISDN User Part] ISUP messages through their own SS7 networks.”

1 BellSouth, however, does not understand why DeltaCom would be billing the  
2 IXC in the example discussed by Mr. Brownworth. To explain why I say this, I  
3 have attached Exhibit GRF-1, which illustrates the relevant portion of the  
4 signaling that is involved in the type of call discussed in Mr. Brownworth's  
5 example. Regardless of where the call originates, the signaling necessary to  
6 set up the call will work its way to the IXC's Signaling Transfer Point ("STP")  
7 that is depicted at the left side of Exhibit GRF-1. The IXC's STP will  
8 exchange signals with BellSouth's STP, and BellSouth's STP will exchange  
9 signals with DeltaCom's STP. Other signals could be exchanged on either the  
10 left side or on the right side of the diagram, but BellSouth is not involved in  
11 such signaling and does not bill anyone for such signaling.

12  
13 The reason that BellSouth cannot understand Mr. Brownworth's statement that  
14 "[b]oth BellSouth and ITC^DeltaCom will charge an IXC carrier an equal  
15 number of ISUP messages through their own SS7 networks" is that as  
16 illustrated in GRF-1, there is no *direct connection* between the IXC and  
17 DeltaCom, and as such, BellSouth cannot understand any reason that  
18 DeltaCom should be billing the IXC for signaling. As I noted above,  
19 DeltaCom's STP may exchange signals with some other STP, but to the extent  
20 that such signaling occurs, BellSouth does not take part in such signaling and  
21 will not assess any charges related to such signaling.

22  
23 Further, and continuing with Mr. Brownworth's example as illustrated in  
24 Exhibit GRF-1, if there is a call being set up between an IXC and DeltaCom  
25 that utilizes BellSouth's access tandem, two separate streams of SS7 signaling

1 occur. First, the IXC STP sends messages to the BellSouth STP over a set of  
2 B-Links between the companies. BellSouth will bill the IXC usage for these  
3 messages. Once the messages get to the BellSouth STP, BellSouth's STP  
4 communicates with the BellSouth Tandem (no third party is billed for this  
5 communication), and routing information is added to the messages. These  
6 *changed* messages (which now include the added routing information) are then  
7 transmitted from the BellSouth STP to the DeltaCom STP over a set of B-  
8 Links between the two companies. BellSouth bills DeltaCom for the usage  
9 between BellSouth's STP and DeltaCom STP. When messages are sent in the  
10 opposite direction, the same process occurs – BellSouth charges DeltaCom  
11 usage for the messages its STP sends to BellSouth's STP. BellSouth's STP  
12 adds routing information to the messages, sends the changed messages (which  
13 now include the added routing information) to the IXC's STP, and bills the  
14 IXC usage for these messages.

15  
16 As noted in Exhibit GRF-1, the Agilent Link Monitoring System ("LMS")  
17 gives BellSouth the ability to monitor message counts, and as such, BellSouth  
18 will bill the appropriate carrier usage for any messages that flow through the  
19 LMS. As a result, each company pays for its own separate portion of signaling  
20 usage associated with setting up the call, and no parties are charged for the  
21 same unique message. Additionally, as explained above, BellSouth does not  
22 monitor any messages that do not flow through the LMS, and as such, they are  
23 not billed. Because the signaling is routed through BellSouth, BellSouth bills  
24 each party. In the situation depicted by GRF-1, BellSouth is unaware of any  
25 reason that DeltaCom would be billing the IXC for the SS7 usage taking place

1           between the IXC's STP and BellSouth's STP. Any such signaling billing  
2           would represent duplicate billing on the part of DeltaCom, not on the part of  
3           BellSouth.

4

5 Q.       ARE THE MESSAGES THAT PASS BETWEEN THE IXC AND  
6           BELLSOUTH THE SAME AS THE MESSAGES THAT PASS BETWEEN  
7           DELTACOM AND BELLSOUTH?

8

9 A.       No. In his testimony on page 7, lines 17-20, Mr. Brownworth makes the  
10          statement that "BellSouth treats the STP as a billing point by billing for the  
11          message incoming to the BellSouth STP and for the messaging exiting the  
12          STP, even though it is the same message and the same content in the message."  
13          With regard to the message being the "same," Mr. Brownworth is simply  
14          incorrect. As I explained above, messages flow from the IXC STP to the  
15          BellSouth STP where new, specific routing information is *added* to the  
16          message. Then this new message is sent from the BellSouth STP to the  
17          DeltaCom STP. The same is true when the messages flow in the opposite  
18          direction.

19

20 Q.       IF THE IXC STP COMMUNICATES WITH OTHER STPS IN OTHER  
21          NETWORKS, DOES BELLSOUTH BILL FOR THIS SIGNALING?

22

23 A.       Absolutely not. BellSouth uses the LMS to count ISUP and Transaction  
24          Capabilities Application Part ("TCAP") messages that traverse A and B-Links  
25          that are *directly connected* to the BellSouth Signaling Network only. There

1           could be a multitude of signaling that occurs beyond the point at which the  
2           carrier's link is connected to the BellSouth Signaling Network. BellSouth  
3           cannot monitor any such signaling and, therefore, BellSouth does not bill for  
4           any such signaling. Put simply, if a message does not pass through the Agilent  
5           LMS in BellSouth's signaling network, then BellSouth does not bill anyone for  
6           the message.

7

8 Q.       ON PAGE 8, LINES 3-9, MR. BROWNORTH SUGGESTS AN  
9           EXAMPLE IN WHICH HE ALLEGES DOUBLE BILLING IS TAKING  
10          PLACE. CAN YOU ADDRESS THIS?

11

12 A.       Yes. Mr. Brownworth is perhaps mistaking access (voice) billing practices  
13          with signaling billing methodology, and that is incorrect. In Mr. Brownworth's  
14          example (and Exhibit GRF-1), BellSouth will bill ISUP messages to the IXC  
15          and it will bill DeltaCom ISPU messages. As I mentioned above, BellSouth  
16          does not understand why DeltaCom would bill the IXC for any of these same  
17          messages because the IXC and DeltaCom do not share a direct connection.  
18          Further, if the IXC and DeltaCom *did* have a direct connection, then the  
19          signaling that passed from the IXC directly to DeltaCom over the direct link  
20          would not transverse a BellSouth signaling link and therefore, BellSouth would  
21          not monitor that signaling and it would not bill any carrier for that signaling.

22

23 Q.       ON PAGE 8, LINES 17-19, MR. BROWNORTH CREATES ANOTHER  
24          EXAMPLE TO SUGGEST THAT "DOUBLE-BILLING" WILL OCCUR  
25          UNDER THIS TARIFF. IS MR. BROWNORTH CORRECT IN



1 SUGGESTING THAT “DELTACOM, AS AN IXC CARRIER, WOULD BE  
2 BILLED BY BOTH BELLSOUTH AND AN ALEC CARRIER?”

3

4 A. No. Exhibit GRF-2 illustrates Mr. Brownworth’s example. As before,  
5 BellSouth will charge DeltaCom, and only DeltaCom, for any signaling  
6 between the DeltaCom STP and the BellSouth STP. Messages between the  
7 BellSouth STP and the ALEC End Office travel over a set of A-Links between  
8 BellSouth and the ALEC End Office. BellSouth would bill the ALEC for this  
9 usage of the BellSouth Signaling Network. Because there is no direct  
10 connection between DeltaCom and the ALEC End Office, and given that the  
11 call must use the BellSouth tandem, BellSouth does not understand how or  
12 why the ALEC would bill DeltaCom for any signaling messages for the portion  
13 of the signaling depicted in Exhibit GRF-2. If the ALEC did so, that would be  
14 an issue between DeltaCom and the ALEC and not an issue between DeltaCom  
15 and BellSouth. Additionally, it is not a matter of “creating a billing system to  
16 pass these charges back to the IXC carrier” (DeltaCom in this example) as Mr.  
17 Brownworth suggests on page 8, lines 19-20, because the IXC and the ALEC  
18 are not *directly connected* to each other’s signaling networks and are thus not  
19 *directly using* each other’s signaling networks. Further, any company that  
20 purchases the monitoring equipment and is willing to file the appropriate tariff  
21 should be able to bill for SS7 usage—this is a simple business decision for the  
22 carriers and not a hardship as Mr. Brownworth incorrectly implies.

23

24 Q. PLEASE ADDRESS MR. BROWNORTH’S STATEMENT, ON PAGE 9,  
25 LINES 18-19, THAT “IT IS INAPPROPRIATE FOR BELLSOUTH TO

1 CHARGE FOR ALL THE SIGNALING OF MESSAGES ASSOCIATED  
2 WITH A CALL.”

3  
4 A. BellSouth does not charge for all of the signaling of messages associated with a  
5 call. As I explained above, there may be a multitude of signaling involved in  
6 any given call that BellSouth does not monitor and for which BellSouth does  
7 not bill. BellSouth only bills for the signaling associated with a carrier’s use of  
8 BellSouth’s signaling network in setting up a call. Going back to Exhibit  
9 GRF-1 to illustrate, assume that a call originated in Anchorage, Alaska. There  
10 could be multiple signaling networks, links, STPS, and switches transporting  
11 the messages prior to the messages getting to the IXC STP that is directly  
12 connected via a B-Link to the BellSouth STP. BellSouth will only charge for  
13 the messages which are passed from the IXC STP over the IXC B-Link to the  
14 BellSouth STP, and these unique messages will only be charged to the IXC.  
15 This is the point at which the LMS is monitoring signaling usage, and as such,  
16 this is the only point at which usage will be billed.

17  
18 Q. CAN YOU ADDRESS THE INCREASED COSTS MR. BROWNORTH  
19 MAKES REFERENCE TO ON PAGE 10, LINES 2-9?

20  
21 A. Yes. The “access cost” referenced by Mr. Brownworth is related to voice  
22 trunks, and the BellSouth intrastate tariff references “signaling cost” for the  
23 signaling that *establishes* the voice trunk. Put simply, costs associated with  
24 CCS7 messages and costs associated with voice messages are not the same,  
25 and using the terms interchangeably is both confusing and incorrect. Local

1 carriers will not be “subsidizing long distance services” under this tariff  
2 because the usage charges only apply to the signaling required to set up calls—  
3 not the access costs associated with the voice call that takes place after the call  
4 has been set up.

5

6 Q. ON PAGE 12, LINES 4-8, MR. BROWNORTH STATES THAT  
7 “BELLSOUTH DOESN’T HAVE A MECHANISM FOR AN ALEC OR  
8 THIRD-PARTY SS7 PROVIDER TO SUBMIT A JURISDICTIONAL  
9 REPORT FOR A PROPER ALLOCATION OF SS7 MESSAGES BETWEEN  
10 LOCAL AND ACCESS.” IS THIS CORRECT?

11

12 A. No, this is incorrect. BellSouth requires that any interconnecting companies  
13 provide a PIU (percentage interstate usage) factor when ordering and  
14 provisioning signaling links. Further, companies entering into local  
15 interconnection agreements for local service/signaling must also provide a PLU  
16 (percentage local usage) factor when ordering and provisioning signaling links.  
17 Using the PIU and PLU factors, all signaling traffic on the specific links can  
18 then be jurisdictionalized into the appropriate category for billing—interstate,  
19 intrastate, and local. These jurisdictional reporting factors are referenced in  
20 both the FCC and intrastate tariffs. And again, Mr. Brownworth, in lines 8-9  
21 on page 12, makes the mistake of referencing “access charges being applied to  
22 signaling.” Access charges are different from signaling charges. Beyond this  
23 point, inter/intrastate charges will not be applied to local signaling messages  
24 (and vice versa) simply because of the presence of the PIU/PLU factors. Even  
25 if a customer does not provide a factor, BellSouth has established defaults in its

1 intrastate tariff. In the event that a customer does not provide signaling factors,  
2 the tariffs provide for a 50 PIU – 50 PLU split.

3

4 Q. BEGINNING ON PAGE 9, LINE 21, MS. MONTANO MAKES A NUMBER  
5 OF STATEMENTS ABOUT A MEETING BETWEEN SOUTHEASTERN  
6 COMPETITIVE CARRIERS ASSOCIATION (SECCA)  
7 REPRESENTATIVES AND MR. TOM RANDKLEV, THE BELL SOUTH  
8 SS7 PRODUCT MANAGER. CAN YOU COMMENT ON THESE  
9 STATEMENTS?

10

11 A. Yes. Mr. Randklev indicated that Bill and Keep arrangements existed with  
12 Independent Companies – this is true. Mr. Randklev explained that the  
13 signaling messages flow in both directions and are billed regardless of network  
14 of origination – this also is true. Ms. Montano must have misunderstood Mr.  
15 Randklev, however, once he began to address ALECs billing BellSouth. When  
16 Ms. Montano makes reference to billing for “the identical invoiced amounts  
17 each ALEC is billed by BellSouth,” there begins to be a departure from the  
18 intent of the discussion. Mr. Randklev’s intention here was to point out that  
19 the ALECs (like any carrier) had the right and opportunity to file similar tariffs  
20 allowing them to bill BellSouth for SS7 Usage on their own networks—not  
21 that there would be an opportunity for ALECs to “simply bill BellSouth the  
22 same thing they are billed.” To Montano’s own point—simply billing  
23 BellSouth for what BellSouth had billed the ALEC would not make sense. If,  
24 for example, BellSouth receives a disproportionately higher amount of

25

1 signaling *from* US LEC than it sends *to* US LEC, BellSouth and US LEC  
2 would not be billing one another for the same amounts.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

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Exhibit GRF-1

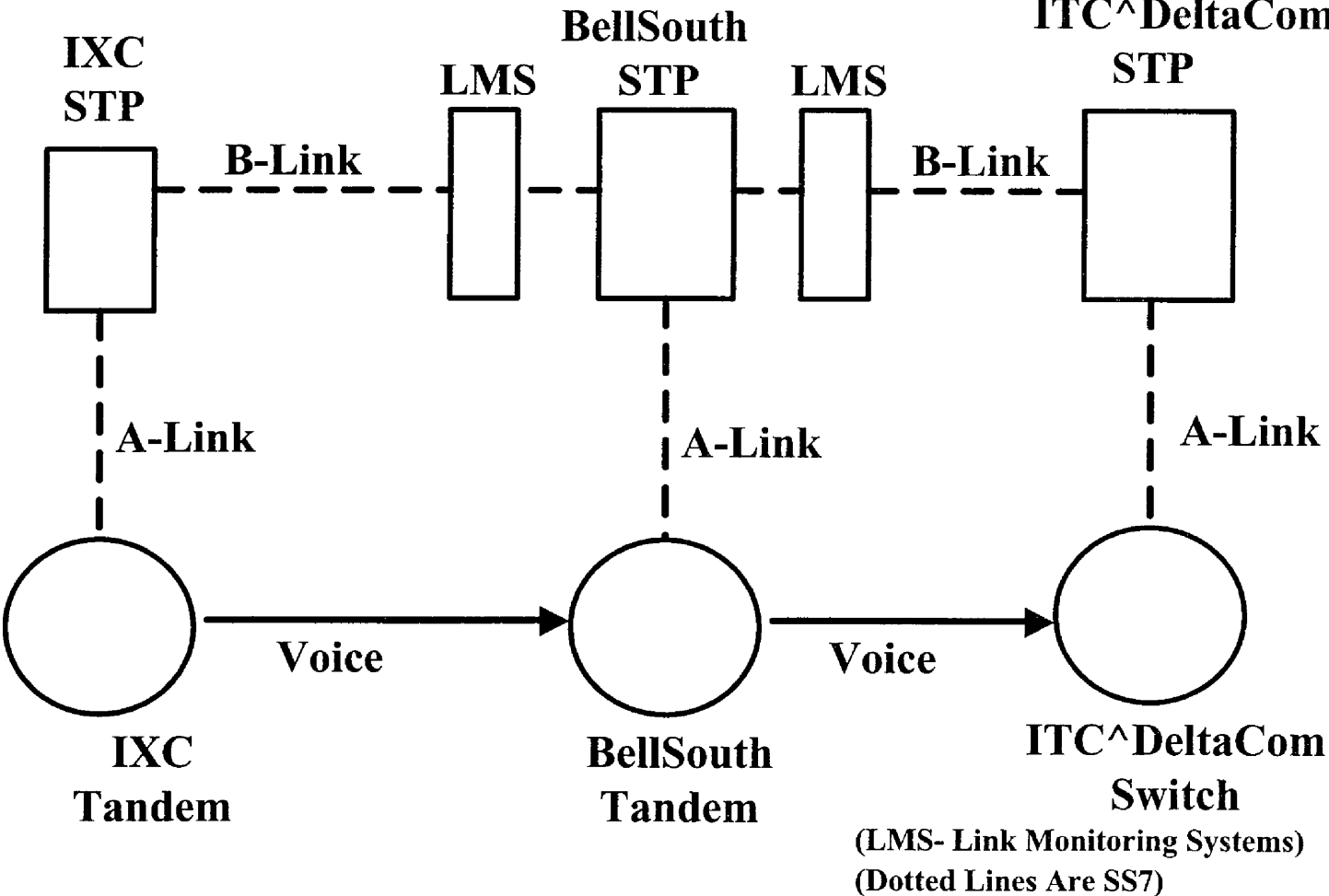


Exhibit GRF-2

