Legal Department

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October 21, 2005

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. 050419-TP
In Re: Petition of MCImetro Access Transmission Services, LLC For Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Shelley Decker, Eric Fogle, Eddie Owens and Pam Tipton, 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,

James Meza III

Enclosures

cc: All parties of record
Jerry D. Hendrix
Nancy B. White
R. Douglas Lackey
606846

CERTIFICATE OF SERVICE
DOCKET NO. 050419-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via (*) Federal Express and Electronic Mail Mail this 21th day of October, 2005 to the following:

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James Meza III

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF ERIC FOGLE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 050419-TP

OCTOBER 21, 2005

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

A. My name is Eric Fogle. I am employed as a Director for BellSouth Resources, Inc., and am working with BellSouth Interconnection Services Marketing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I attended the University of Missouri in Columbia, where I earned a Master of Science in Electrical Engineering Degree in 1993 and Emory University in Atlanta, where I earned a Master of Business Administration degree in 1996. After graduation from the University of Missouri in Columbia, I began employment with AT&T as a Network Engineer, and joined BellSouth in early 1998 as a Business Development Analyst in the Product Commercialization Unit. From July 2000 through May 2003, I led the Wholesale Broadband Marketing group within BellSouth. I assumed my current position in June 2003. First, as a

Business Analyst, and then as the Director of the Wholesale Broadband Marketing Group and continuing in my current position, I have been, and continue to be, actively involved in the evolution and growth of BellSouth's network including provisions for accommodating Digital Subscriber Line ("DSL") based services as well as the underlying technology.

In addition to my involvement in broadband technology and product development, I am also actively involved with BellSouth's wholesale business and have participated in the development of BellSouth's position prior to negotiations in interconnection agreements, including developing contract language and negotiating change of law provisions.

Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

A. The purpose of my testimony is to provide BellSouth's position on Issue 3 (as it relates to HDSL capable loops and the rates that apply to them), Issue 27, and Issue 29 in this proceeding. These issues are summarized in Attachment A to the Florida Public Service Commission's ("Commission's") Order No. PSC-05-0927-PCO-TP issued September 19, 2005, as part of MCImetro Access Transmission Services, LLC ("MCI's") Petition for Arbitration filed with the Commission on June 20, 2005.

Issue 3: What rates, terms, and conditions for the disputed rate elements in Attachment 2 should be incorporated into the Agreement?

Q. WHAT PORTION OF THIS ISSUE ARE YOU ADDRESSING AND WHAT IS BELLSOUTH'S POSITION?

A. I address the dispute relating to whether high bit-rate digital subscriber lines ("HDSL") are subject to the transition period pricing regime mandated by the Federal Communications Commission's ("FCC") Final Unbundling Rules in, FCC 04-290, WC Docket No. 04-313, CC Docket No. 01-338 (rel. Feb. 4, 2005) ("*TRRO*"). Based on the express findings of the FCC in its rules and decisions, BellSouth takes the position that unimpaired HDSL loops are subject to the 115% price increase established by the *TRRO* during the Transition Period (March 11, 2005 to March 11, 2006) for HDSL loops in MCI's embedded base. In contrast, MCI takes the position that these loops should still be priced at Total Element Long Run Incremental Cost ("TELRIC"), even in unimpaired wire centers.

Q. WHAT IS HDSL?

A. HDSL is a line coding technology used to transmit information at a rate of 1.544 megabits per second ("Mbps") over 2 or 4 copper wires. Similar to Asynchronous Digital Subscriber Line ("ADSL"), fax machines, and dialup modems, HDSL line coding utilizes standardized tones so that sending and receiving equipment can communicate at the desired rate. HDSL is fully standardized in T1.418-2002 by the Alliance for Telecommunications Industry Solutions ("ATIS"). HDSL is the preferred technology used to provision a symmetrical 1.544Mbps T1 on a normal, shielded, bridged (but not loaded) twisted pair ...[1] BellSouth provisions multiple

[1] See Newton's Telecom Dictionary, 12th Edition, Page 310.

versions of HDSL technology, including a standard two-wire configuration (referred to as HDSL2), and a standard four-wire configuration (referred to as HDSL4). HDSL is the underlying technology used to provide a number of T1 or DS1 services to retail and wholesale customers via tariffs and interconnection agreements.

Q. ARE HDSL LOOPS HIGH CAPACITY LOOPS?

A. Yes. HDSL is the predominant technology used by the industry to provision DS1 services to end-users. This is because HDSL technology is one of the most cost effective means of delivering a symmetrical 1.544Mbps bit-rate service. HDSL standards were specifically designed to provide the symmetrical T1 speed of 1.544Mbps (regardless of which type of HDSL technology is being deployed), and as a result, HDSL technology has become synonymous with T1. The term T1 has been accepted by the FCC as an interchangeable term with DS1 as discussed further below.

Q. DOES THE FCC SUPPORT BELLSOUTH'S POSITION ON THIS ISSUE?

A. Yes. Specifically, FCC Rule 51.319(a)(4)(i) defines a high capacity or DS1 loop as a "digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services." Thus, the FCC has expressly included HDSL loops in the definition of DS1 loops.

Further, in its *Triennial Review Order*, FCC 03-36, 18 FCC Rcd 16978 (Aug. 21, 2003) ("*TRO*"), the FCC stated that, "[c]arriers frequently use a form of DSL service, i.e., High-bit rate DSL (HDSL), both two-wire and four-wire HDSL, as the means for delivering T1 services to customers. We will use DS1 for consistency but note that a DS1 loop and a T1 are equivalent in speed and capacity, both representing the North American standard for a symmetric digital transmission link of 1.544 Mbps." *TRO* Footnote 634 at Page 128.

Based on the FCC's clear and unambiguous rules and decisions, there should be no question that an HDSL loop constitutes a high capacity loop for the purposes of applying the *TRRO's* transition rates.

Issue 27: What terms and conditions apply when one party interferes with or impairs the other party's ability to provide service?

Q. AS AN INITIAL MATTER, SHOULD GENERAL INTERFERENCE AND IMPAIRMENT LANGUAGE BE APPLICABLE TO MCI?

A. Yes. Generally speaking, in Attachment 2, BellSouth has agreed that it will not knowingly deploy or maintain any circuits, facilities, or equipment that interferes with or impairs service over any facilities of MCI, in excess of any interference or impairment explicitly permitted by national standards or Applicable Law. MCI refuses to provide BellSouth with the same commitment. Clearly, both MCI and BellSouth should be bound by the same general interference and impairment obligations as it relates to Attachment 2.

Q. WHAT STANDARD SHOULD APPLY FOR COLLOCATED EQUIPMENT IN ATTACHMENT 4?

A. BellSouth believes that MCI should not be permitted to use any product or service provided under this Agreement, or associated equipment, that interferes with or impairs BellSouth's or other carriers' abilities to provide service. If BellSouth reasonably determines that any MCI equipment or facilities interferes or impairs BellSouth's or other carriers' abilities to provide service, BellSouth should have the right to remedy the situation.

As a first step to seek correction of the interference problem, BellSouth would notify MCI in writing and request that MCI cure the interference problem within 48 hours. If such a cure is not feasible within the 48 hours, then MCI would be required to begin curative measures of the interference within 24 hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

If MCI fails to either resolve the interference within 48 hours, or begin reasonable exercises to complete such measures as soon as possible, or if the interference poses an immediate and substantial threat to property or injury or death to any person, or any other significant degradation, interference or impairment of service for BellSouth or another entity's service, then and only then would BellSouth take the action deemed necessary to eliminate such a threat. That action includes, but is not limited to, interruption of electrical power to MCI's equipment or facilities.

Q. WHY SHOULD BELLSOUTH HAVE THE RIGHT TO INTERRUPT MCI'S SERVICE?

A. Should MCI choose to install some type of equipment in collocated space that would cause damage or interference to BellSouth's equipment or another carrier's equipment, BellSouth needs the express right to remedy that situation. BellSouth, as owner of the central office, must protect not just its own equipment and the equipment of other carriers, but must also protect and maintain the Competitive Local Exchange Carrier ("CLEC") and BellSouth services that utilize this equipment. Finally, and of utmost importance, BellSouth must also protect the safety of people in the central office. These people could be employees of BellSouth or other telecommunications companies, vendors, or other authorized visitors. Where BellSouth knows that a dangerous situation exists, BellSouth is obligated to resolve that situation.

MCI does not have the right to damage the central office, cause safety issues that threaten life and property, cause damage to another company's equipment, or interfere with the services of other CLECs or BellSouth.

Issue 29: What are the appropriate rates for collocation, including for: (a) conversion of virtual to physical collocation?

Q. CAN YOU PLEASE DESCRIBE THE ISSUE?

A. Yes. This is a rate dispute for two methods of converting a circuit during a virtual

to physical collocation conversion. For both types of circuit conversions, BellSouth has or will provide TELRIC compliant rates to MCI.

Q. AS BACKGROUND, CAN YOU PLEASE DESCRIBE THE TWO TYPES OF COLLOCATION CONVERSIONS?

A. Yes. The two virtual to physical conversion types are 1) in-place conversions, which involve mostly records work and not the moving of any circuits or equipment; and 2) relocation conversions, where the circuit and/or equipment is physically moved to a new location that is dedicated to the CLEC leasing the central office space. It is important to note, that the actual conversion of the equipment from virtual to physical collocation is not at issue, but simply the conversion of the circuits connected to this equipment.

Q. PLEASE FURTHER DESCRIBE VIRTUAL AND PHYSICAL COLLOCATION.

A. Virtual Collocation is a turn-key arrangement where the CLEC leases its equipment to BellSouth, and BellSouth performs all the necessary support functions at the direction of the CLEC. Often, virtually collocated equipment is located in an equipment bay of a frame along side BellSouth's equipment.

Physical Collocation utilizes dedicated space in the central office that is leased by the CLEC, is managed by the CLEC, and to which the CLEC has access to its equipment 24 hours a day, seven (7) days a week. BellSouth does not lease the

equipment (as in a virtual collocation), and the dedicated space can be enclosed by the CLEC. The CLEC is responsible for all support functions associated with the equipment.

Q. HAS BELLSOUTH PROVIDED RATES TO MCI FOR THE TWO TYPES OF CONVERSIONS AND HOW WERE THE RATES CALCULATED?

A. BellSouth has offered MCI TELRIC complaint rates for Virtual to Physical, in-place circuit conversions. In addition, BellSouth is still developing but intends to provide MCI with TELRIC compliant rates for Virtual to Physical relocation circuit conversions in the near future.

Notwithstanding the fact that BellSouth has agreed to and has actually provided MCI with TELRIC rates for these conversions, MCI is still arbitrating this issue. MCI has not offered an alternative rate nor provided BellSouth with a counter-offer setting forth specific critiques as to why the BellSouth proposed rates are not TELRIC compliant. Consequently, this is a matter that BellSouth may have to address more extensively in rebuttal, when BellSouth finally sees what MCI has to say about the issue, if anything.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.