

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Re: Petition for Arbitration of Interconnection            )  
Agreement Between BellSouth                                ) Docket 140156-TP  
Telecommunications, LLC d/b/a AT&T Florida and        )  
Communications Authority, Inc.                             )

**Direct Testimony of Mark Chamberlin  
On Behalf of AT&T Florida**

**February 16, 2015**

**ISSUE**  
47

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**I. INTRODUCTION**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Mark Chamberlin. My business address is 2600 Camino Ramon, in San Ramon, California.

**Q. PLEASE DESCRIBE YOUR JOB RESPONSIBILITIES.**

A. I oversee the introduction of, and changes to, Operational Support Systems (“OSS”) that AT&T incumbent local exchange carriers, including AT&T Florida, make available to competing local exchange carriers to perform pre-ordering, ordering, provisioning, maintenance and billing in accordance with the terms of their Interconnection Agreements. In addition, I provide method, procedure and process support and performance measure analytics on AT&T Wholesale Centers service quality performance.

**Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.**

A. I attended the University of San Francisco with a degree in Psychology. I also completed graduate courses at the University of California, Berkeley, Haas School of Business. I have more than 33 years of service with AT&T. I started in AT&T Wholesale business unit in 1995. I have held management positions in Sales, Marketing, Product and Process Management.

**Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE PUBLIC UTILITY COMMISSIONS?**

1 A. Yes, I have testified about OSS issues before several state public utility commissions,  
2 including the Florida Public Service Commission. Specifically I testified on behalf of  
3 AT&T Florida in Docket No. 090430-TP. I also represented AT&T Florida in the  
4 Workshop in Docket No. 000121A-TP.

5 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

6 A. BellSouth Telecommunications, LLC d/b/a AT&T Florida, which I will refer to as AT&T  
7 Florida.

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. I will discuss AT&T Florida's position on arbitration Issue 47.

10 **II. DISCUSSION OF ISSUE**

11 **ISSUE 47: SHOULD THE ICA REQUIRE THE PARTIES TO PROVIDE LIVE**  
12 **AGENTS FOR HANDLING REPAIR ISSUES?**

13 **Affected Contract Provision: OSS Att. § 3.14**

14 **Q. WHAT IS THE QUESTION PRESENTED BY ISSUE 47?**

15 A. This issue concerns section 3.14 in the OSS Attachment. Section 3.14 reads as follows,  
16 with the agreed language in normal font and additional language proposed by CA and  
17 opposed by AT&T Florida in bold italics:

18 3.14 The Parties agree to provide one another with toll-free contact  
19 numbers for the purpose of addressing ordering, provisioning and  
20 maintenance of services issues. Contact numbers for maintenance/repair  
21 of services shall be staffed twenty-four (24) hours per day, seven (7) days  
22 per week. *Each party shall be required to provide a human agent to the*  
23 *other party for telephone calls to report an outage, open a repair ticket*  
24 *in inquire (sic) about a repair ticket previously opened.*

25 **Q. WHAT IS AT&T FLORIDA'S OBJECTION TO CA'S PROPOSED LANGUAGE?**

1 A. In the first place, the language is unclear. The parties have agreed – in the sentence  
2 immediately preceding CA’s proposed language – that “Contact numbers for  
3 maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7)  
4 days per week.” So each party is *already* required to make a human agent available for  
5 telephone calls to report an outage or a repair issue. If that is what CA is seeking, its  
6 language is unnecessary.

7 **Q. DO YOU BELIEVE THAT IS WHAT CA IS IN FACT SEEKING?**

8 A. No. Based on my understanding of the parties’ discussions, I believe CA wants the  
9 Commission to require AT&T Florida to make a human agent immediately available for  
10 any CA telephone call to report an outage, open a repair ticket, or inquire about a repair  
11 ticket that was previously opened.

12 **Q. IS IT POSSIBLE THAT CA ONLY WANTS A HUMAN AGENT TO BE**  
13 **IMMEDIATELY AVAILABLE TO DEAL WITH URGENT PROBLEMS?**

14 A. That certainly is not what CA’s proposed language says. The language talks about a  
15 human agent “for telephone calls to report an outage, *open a repair ticket* in inquire (sic)  
16 about a repair ticket previously opened.” Thus, the human agent requirement would  
17 apply to all repair tickets.

18 **Q. IF THAT IS WHAT CA WANTS, WHAT IS AT&T FLORIDA’S OBJECTION?**

19 A. CA’s proposal is patently unreasonable. Most outage and repair calls are handled most  
20 quickly and efficiently via communication with interactive voice response (“IVR”), the  
21 web-based interfaces, or the electronic bonding interface, with no need for human  
22 intervention. AT&T Florida recognizes, however, that there are circumstances in which

1 CLECs need to talk with a human agent, and AT&T Florida makes such an agent  
2 available 24 hours a day, as reflected in the language in section 3.14 on which the parties  
3 have agreed. If CA calls AT&T Florida's CLEC Repair Call Center with an outage or  
4 repair issue and is unable to get the issue resolved via IVR, CA will reach a live agent  
5 after going through the call tree prompts.

6 It would be inefficient and unduly costly for AT&T Florida to make a person  
7 *immediately* available to CA for all repair matters so that CA could bypass the other  
8 channels. It is not clear from CA's proposed language whether the human agent CA  
9 wants to be immediately available would be dedicated to CA alone or would also serve  
10 other carriers, but either way is problematic. If the human agent were dedicated to CA  
11 alone, that would be absurdly inefficient (not to mention discriminatory), since the person  
12 would usually have nothing to do. On the other hand, if the person had responsibilities in  
13 addition to CA, the person might, by definition, be busy caring for other responsibilities  
14 when CA called. IVR, the web-based interfaces and the electronic bonding interface, on  
15 the other hand, are always available.

16 **Q. WHAT ARE THE INTERFACES THAT YOU REFERRED TO?**

17 A. AT&T Florida makes OSS available to CLECs for maintenance functions. Electronic  
18 Bonding Trouble Administration ("EBTA") and Trouble Analysis Facilitation Interface  
19 ("TAFI") were designed to allow CLECs to submit trouble tickets electronically and  
20 retrieve status on tickets that are open. There are also some trouble isolation testing  
21 capabilities available to CLECs through EBTA. EBTA can be accessed via a web  
22 interface or application to application. TAFI can be accessed via dial up or LAN to LAN.

1 **Q. HAS CA OFFERED TO PAY FOR THE TIME OF THE PERSON IT WANTS**  
2 **AT&T FLORIDA TO MAKE AVAILABLE TO CA FOR ALL REPAIR**  
3 **MATTERS?**

4 A. Not to my knowledge. Apparently, CA expects AT&T Florida to bear this cost – a cost  
5 that is not reflected in the prices of the products CA will be purchasing from AT&T  
6 Florida.

7 **Q. IS THERE A PREVIOUS ARBITRATION DECISION BY THE FLORIDA**  
8 **PUBLIC SERVICE COMMISSION THAT SHEDS LIGHT ON HOW THE**  
9 **COMMISSION MIGHT THINK ABOUT THIS ISSUE?**

10 A. Yes. In a 2002 arbitration, a CLEC complained about an aspect of BellSouth's OSS and  
11 asked the Commission to require BellSouth to make a change for the benefit of the  
12 CLEC. The Commission rejected the CLEC's proposal for reasons that apply here as  
13 well.

14 The issue in that case concerned the situation where the CLEC, Supra, would  
15 submit a service order that was rejected by BellSouth's OSS.<sup>1</sup> In some circumstances, if  
16 an order included a disqualifying error like an incorrect address, the order could be  
17 rejected immediately upon detection of that error by BellSouth's system, without further  
18 analysis of the order. It could then happen that when Supra fixed the disqualifying error,  
19 its order might again be rejected for other reasons – reasons that the system did not reach  
20 before it initially rejected the order. To avoid this, Supra proposed that the Commission

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<sup>1</sup> Final Order on Arbitration (Order No. PSC-02-0413-FOF-TP), Docket No. 001305-TP, *Petition by BellSouth Telecommunications, Inc. for arbitration of certain issue in interconnection agreement with Supra Telecommunications and Information Systems, Inc.* (March 26, 2002), at 146.

1 require BellSouth to fully review each order in the first instance and to identify all  
2 reasons for rejection.<sup>2</sup> The Commission rejected Supra’s proposal, stating:

3 This issue has broad implications with respect to BellSouth’s OSS, and  
4 whether or not BellSouth should be obligated to modify a component of its  
5 OSS to meet the individual needs of an ALEC such as Supra.<sup>3</sup> . . . The  
6 record reflects that what Supra is seeking . . . would involve modifications  
7 to one or more of BellSouth’s OSS systems, which would be a significant  
8 undertaking. . . .

9 If Supra is requesting that BellSouth modify its OSS . . . , such a request  
10 would be better handled outside the confines of a § 252 arbitration.  
11 Although concerned over the feasibility of modifying BellSouth’s systems  
12 as proposed by Supra, a more comprehensive evaluation could be  
13 conducted in the context of a generic proceeding, which would enable us  
14 to more fully consider the technical feasibility and policy implications.<sup>4</sup>

15 **Q. DO THE REASONS FOR THE COMMISSION’S REJECTION OF SUPRA’S**  
16 **PROPOSAL THAT YOU’VE QUOTED APPLY TO CA’S PROPOSAL AS**  
17 **WELL?**

18 A. Yes. Like Supra, CA is requesting a modification of an AT&T Florida system – albeit  
19 not an OSS in this instance – to meet its own asserted needs; to the best of my  
20 knowledge, no other CLEC in Florida has sought an ICA provision of the sort that CA is  
21 proposing here. Also like Supra, CA is requesting a modification that would be a  
22 significant undertaking.<sup>5</sup> And like Supra’s request, CA’s request is best handled outside  
23 the confines of a section 251 arbitration.

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<sup>2</sup> *Id.* at 147

<sup>3</sup> In 2002, the term “ALEC” (Alternate Local Exchange Carrier) was commonly use in Florida rather than the current “CLEC” (Competing Local Exchange Carrier).

<sup>4</sup> *Id.* at 149.

<sup>5</sup> It is hard for me to assess exactly how significant the undertaking would be, since CA has not made clear how its proposal would work. It is unclear, for example, whether CA wants a phone number it can dial 24/7 to reach a human agent immediately or if it wants AT&T Florida to modify the IVR by means of which outage and repair issues are handled.



1 **Q. IN ADDITION TO THE FACT THAT AN ISSUE THAT AFFECTS THE AT&T**  
2 **FLORIDA OSS THAT IS USED BY ALL CLECS IN FLORIDA IS NOT**  
3 **APPROPRIATELY ADDRESSED IN A TWO-PARTY ARBITRATION, IS**  
4 **THERE ANOTHER REASON THAT IT WOULD BE INAPPROPRIATE FOR**  
5 **THE COMMISSION TO ENTERTAIN CA'S REQUEST IN THIS**  
6 **PROCEEDING?**

7 A. Yes. CA's request is prompted by what it claims is an inadequacy in AT&T Florida's  
8 response time to repair calls. But this Commission has established performance measures  
9 that govern AT&T Florida's performance in this area. M&R-6 [MATT] Average Answer  
10 Time – Repair Centers is contained in the Service Quality Measure memorialized in  
11 Docket No. 000121A-TP. This measure reports on the average answer time for a CLEC  
12 calling into the repair department compared to the average answer time an AT&T Florida  
13 end user calls into the repair department. Thus, there is already a mechanism in place to  
14 ensure the adequacy of AT&T Florida's response time to repair calls – a mechanism that  
15 works to the benefit of all CLECs equally. The Commission should not entertain CA's  
16 request to impose another mechanism for the same purpose for CA's benefit alone.

17 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

18 A. Yes.