

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.)

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

March 23, 2015

ISSUE
47

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1 **I. INTRODUCTION**

2 **Q. ARE YOU THE SAME MARK CHAMBERLIN WHO SUBMITTED DIRECT**
3 **TESTIMONY ON BEHALF OF AT&T FLORIDA ON FEBRUARY 16?**

4 A. Yes.

5 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

6 A. I will address the direct testimony of CA witness Mike Ray on Issue 47, which is the
7 issue I discussed in my direct testimony.

8 **II. DISCUSSION OF ISSUE**

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

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

12 **Q. WHAT IS YOUR REACTION TO MR. RAY'S TESTIMONY ON ISSUE 47?**

13 A. I was surprised to see how little Mr. Ray had to say in support of CA's position. All he
14 did was insert the words "In my experience" in front of the Comment on this issue that
15 was in CA's arbitration petition.¹

16 **Q. WHY DID THAT SURPRISE YOU?**

17 A. For two reasons. First, I'm accustomed to seeing testimony that goes into much more
18 depth than Mr. Ray's did, and that expands on the abbreviated statements of position a
19 party includes in its arbitration petition.

20 Second, it was remarkable to me that Mr. Ray did not even bother to address the
21 points that AT&T Florida made on this issue in the Decision Point List AT&T Florida

¹ CA's Comments on the issues were in Exhibit B to the arbitration petition. When the petition was filed, what is now Issue 47 was Issue 66.

1 filed with its response to CA's arbitration petition. In that filing, which AT&T Florida
2 made on September 15, 2014, AT&T Florida's position statement on this issue said
3 things that I would have expected CA to address in its direct testimony.

4 **Q. FOR EXAMPLE?**

5 A. In its position statement on this issue in the September 15, 2014, DPL, AT&T Florida
6 stated:

7 Most outage and repair calls are handled most quickly and efficiently
8 via communication with IVR, the web-based interfaces, or the
9 electronic bonding interface, with no need for human intervention.
10 AT&T Florida recognizes, however, that there are circumstances in
11 which CLECs need to talk with a human agent, and AT&T Florida
12 makes such an agent available as an option, but not as the initial point
13 of contact, 24 hours a day. If CA's proposed language is read only to
14 require AT&T Florida to do what it already routinely does, there is no
15 need for the language. If, on the other hand, the language were read to
16 require AT&T Florida to eliminate IVR and make a human agent
17 available to CA – and to CA alone – as the initial point of contact for
18 all outage and repair calls, the language clearly must be rejected,
19 because that would be unduly costly and inefficient – not to mention
20 unreasonable.

21 CA had five months to think about that statement before filing its direct testimony, so I
22 certainly would have expected that testimony to explain whether CA was proposing a
23 human agent as an option or as an initial point of contact. CA did not do so, however.

24 **Q. DO YOU HAVE ANYTHING MORE TO SAY ABOUT MR. RAY'S DIRECT**
25 **TESTIMONY ON ISSUE 47?**

26 A. No. In my direct testimony, I fully addressed CA's Comment on this issue, and since Mr.
27 Ray's testimony merely repeated that Comment, I have nothing to add.