**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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

# Rebuttal Testimony of Susan Kemp

## On Behalf of AT&T Florida

**March 23, 2015**

**ISSUES:**
**1-10, 31, 44, 48, 50-59, 62, 64-66**

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## I. INTRODUCTION

**Q. ARE YOU THE SAME SUSAN KEMP WHO SUBMITTED TESTIMONY ON BEHALF OF AT&T FLORIDA ON FEBRUARY 16?**

A. Yes. In my Rebuttal Testimony, I reference my Direct Testimony as "Kemp Direct."

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

A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of CA's witness, Mike Ray ("Ray Direct") for the issues I addressed in my Direct Testimony.

**Q. DO YOU HAVE ANY EXHIBITS SUPPORTING YOUR REBUTTAL TESTIMONY?**

A. No.

## II. DISCUSSION OF ISSUES

**ISSUE 1: IS AT&T FLORIDA OBLIGATED TO PROVIDE UNES FOR THE PROVISION OF INFORMATION SERVICES?**

**Affected Contract Provision: UNE Attachment § 4.1**

**Q. WHAT IS THE DISPUTE IN ISSUE 1?**

A. Issue 1 involves Section 4.1 of the UNE Attachment. AT&T Florida's language states that it will provide UNEs for CA to use to provide a telecommunications service. CA's language, by contrast, would require AT&T Florida to provide UNEs for use by CA "in any technically feasible manner."

**Q. IS AT&T FLORIDA'S POSITION CONSISTENT WITH THE 1996 ACT?**

A. Yes. As stated in my Direct Testimony, this is a legal issue, but I note that Section 251(c)(3) of the 1996 Act requires ILECs to provide access to UNEs "for the provision of a telecommunications service" (47 U.S.C. § 251(c)(3)), which is consistent with 47

C.F.R. § 51.307(c) (ILECs must provide access to UNEs "in a manner that allows the requesting carrier to provide any telecommunications service") and 47 C.F.R. § 51.309(d) (ILECs must provide access to UNEs so a CLEC "may provide any telecommunications services" over the UNE). AT&T Florida's proposed language merely reflects this law. Nothing allows a CLEC to use a UNE for information services only.

**Q. WOULD AT&T FLORIDA ALLOW CA TO PROVIDE INFORMATION SERVICES OVER A UNE AS LONG AS CA ALSO PROVIDED TELECOMMUNICATIONS SERVICE OVER THE UNE?**

A. Yes. As long as CA uses a UNE to provide a telecommunications service, it can also use that same UNE for an information service. It just cannot use a UNE for an information service alone.

**Q. DOES CA'S TESTIMONY ON ISSUE 1 SHED ANY LIGHT ON THE DISPUTE?**

A. No. CA witness Mr. Ray quotes verbatim what CA stated in its Comments.[1] The only point Mr. Ray makes regarding Issue 1 is his claim that "AT&T's affiliate, AT&T U-Verse, uses UNE facilities provided by AT&T (or some other affiliated entity) for the provision of information services." Ray Direct at 3. Mr. Ray is wrong. "AT&T U-verse" is not an affiliate or even a separate company. U-Verse service is provided by AT&T Florida itself, so no UNEs are involved. In any event, regardless of the existence of U-Verse service, nothing changes the fact that the 1996 Act and FCC rules require a UNE to be used for a telecommunications service before it can be used for any other

[1] As in my Direct Testimony, when I refer to CA's Comments, I mean the comments on each issue that CA included in Exhibit B to its Petition for Arbitration.

service. AT&T Florida's proposed language reflects that fact, whereas CA's proposed language does not.

**Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 1?**

A. The Commission should reject CA's language that would enable it to use UNEs solely for the purpose of providing information services.

**ISSUE 2: IS CA ENTITLED TO BECOME A TIER 1 AUTHORIZED INSTALLATION SUPPLIER (AIS) TO PERFORM WORK OUTSIDE ITS COLLOCATION SPACE?**

**Affected Contract Provision: Collocation Attachment § 1.7.3**

**Q, IN HIS DIRECT TESTIMONY AT PAGES 4 AND 5, MR. RAY STATES THAT A REASONABLE SOLUTION TO ISSUE 2 IS FOR THE PARTIES TO ESTABLISH A TELRIC-BASED PRICE FOR COLLOCATION CONSTRUCTION ELEMENTS. DOES AT&T FLORIDA AGREE WITH CA'S SOLUTION?**

A. No. AT&T Florida does not agree with this proposal. First, I would note that this is a dramatic departure from anything either party previously proposed and is not reflected in any of the proposed contract language. Further, Mr. Ray proposed no contract language in his testimony.

That said, the new proposal is objectionable for at least the following reasons:

(1) As I understand it from counsel, there is no basis for CA's proposal that each "collocation construction element" be provided at a TELRIC-based price. AT&T Florida must provide collocation to CA at TELRIC-based rates (47 U.S.C. §251(c)(6)), but the work that is the subject of CA's proposal is not collocation and there is no requirement that that work be performed at TELRIC-based rates.

(2) Even if there were a basis for requiring TELRIC-based prices, it would be impossible to arrive at such prices in this proceeding. There is no list of "collocation construction element[s] to be placed in the ICA," and even if there were, there is no cost study for any such elements and thus no basis for establishing TELRIC-based prices.

(3) Prices aside, AT&T Florida objects to CA's proposal to shift from itself to AT&T Florida the responsibility for the performance of such construction work as CA may require. AT&T Florida is not responsible for the construction of another carrier's network. The installation of facilities in AT&T Florida's central offices, whether for AT&T Florida or for a collocated CLEC, is performed by outside vendors, namely Authorized Installation Suppliers ("AIS"). When a CLEC wants work done that extends outside the CLEC's collocation space, the CLEC contracts with an AIS to do that work, just as AT&T Florida does. CA is proposing a radical departure from this arrangement. Under CA's proposal, CA, instead of hiring an AIS to do the work, would direct AT&T Florida to get the work done, and AT&T Florida would contract with an AIS to do the work. The AIS would charge AT&T Florida (at the AIS's going rate for such work) and AT&T Florida would in turn charge CA – but at some (hypothetical) TELRIC-based rate. This novel arrangement is problematic for at least three reasons.

*First*, since AT&T Florida does not control the rates charged by the AIS, which are not TELRIC-based, the rates that AT&T Florida would pay the AIS would in all likelihood exceed the TELRIC-based rates that AT&T Florida could charge CA. As a result, AT&T Florida would sustain financial loss every time CA obtained services.

*Second*, the obligation to get the work done timely and properly, along with the attendant liability, would be shifted to AT&T Florida.

*Third*, AT&T Florida would be required to establish a process to perform the functions that CA's new proposal contemplates. That process would include, for example, procedures for receiving direction from CA and hiring an AIS to perform the work. The establishment of such a process would cost money, and CA has not proposed to compensate AT&T Florida for that cost. Nor does it make any sense to establish such a process for CA alone.

**Q. DOES MR. RAY PROVIDE ANY OTHER TESTIMONY THAT YOU HAVE NOT ALREADY ADDRESSED?**

A. No, I already addressed the rest of his testimony in my Direct Testimony at pages 5-7. To the extent that CA wishes to work on its equipment in its own collocation space, its representative can qualify as a Tier 2 vendor by attending a one-day course on central office safety. As far as Tier 1 vendors, there are 87 vendors on the Tier 1 list as of January 2015, each of which is authorized to perform work in any AT&T central office across AT&T's footprint. AT&T Florida is not aware of any shortage of Tier 1 vendors to perform work in a timely fashion, either for itself or for CLECs.

**ISSUE 3: WHEN CA SUPPLIES A WRITTEN LIST FOR SUBSEQUENT PLACEMENT OF EQUIPMENT, SHOULD AN APPLICATION FEE BE ASSESSED?**

**Affected Contract Provision: Collocation Attachment § 3.17.3.1**

**Q. MR. RAY'S DIRECT TESTIMONY DISCUSSES CABLE RECORDS CHARGES. RAY DIRECT AT 5. ARE CABLE RECORD CHARGES RELATED TO ISSUE 3?**

A. It is unclear to me how cable records charges relate to the issue and what point Mr. Ray is attempting to make. Issue 3 relates to whether an application fee is charged when CA proposes to collocate equipment that is not already on the approved All Equipment List. In my Direct Testimony, AT&T Florida offered proposed language that should resolve this issue as it is framed.

**ISSUE4a: IF CA IS IN DEFAULT, SHOULD AT&T FLORIDA BE ALLOWED TO RECLAIM COLLOCATION SPACE PRIOR TO CONCLUSION OF A DISPUTE REGARDING THE DEFAULT?**

**Affected Contract Provision: Collocation Attachment § 3.20.1**

**ISSUE 4b: SHOULD AT&T FLORIDA BE ALLOWED TO REFUSE CA'S APPLICATIONS FOR ADDITIONAL COLLOCATION SPACE OR SERVICE OR TO COMPLETE PENDING ORDERS AFTER AT&T FLORIDA HAS NOTIFIED CA IT IS IN DEFAULT OF ITS OBLIGATIONS AS COLLOCATOR BUT PRIOR TO CONCLUSION OF A DISPUTE REGARDING THE DEFAULT?**

**Affected Contract Provision: Collocation Attachment § 3.20.2**

**Q. MR. RAY ASSERTS IN HIS DIRECT TESTIMONY THAT AT&T FLORIDA'S PROPOSED LANGUAGE ALLOWS AT&T FLORIDA TO TAKE ACTION "WITHOUT FIRST PROVIDING AN OPPORTUNITY FOR CA TO CONTEST THE ASSERTION THAT IT IS IN DEFAULT" AND "WITHOUT OVERSIGHT OR REVIEW." RAY DIRECT AT 6. HOW DO YOU RESPOND?**

A. I disagree with Mr. Ray. As I noted in my Direct Testimony (at 10), the agreed language does not allow AT&T Florida to reclaim collocation space or refuse to process collocation requests until 60 days after AT&T Florida notifies CA of the default. That provides ample opportunity for CA to provide any information to AT&T Florida that CA believes shows that CA is not in default. For the reasons set forth in my Direct Testimony at page 11, AT&T Florida will be extraordinarily cautious in reclaiming space or refusing a request for collocation if CA disputes the default.

In addition, if the parties do not reach an agreement in that 60 day period, CA is free to initiate a proceeding to determine whether it is or is not in default. As I stated in my Direct Testimony, although I am not a lawyer, it is my general understanding that CA could fairly quickly obtain an order temporarily prohibiting AT&T Florida from taking action against CA by showing that the action would significantly harm CA and that CA is likely to show that it is not in default. Kemp Direct at 10. That is the very "oversight" and "review" Mr. Ray erroneously claims is absent.

**Q. MR. RAY ARGUES THAT AT&T FLORIDA HAS FAILED TO SHOW THAT THE DISPUTE RESOLUTION IN THE PARTIES' ICA "IS NOT ADEQUATE TO ADDRESS" AT&T FLORIDA'S CONCERNS. RAY DIRECT AT 6. DO YOU AGREE?**

A. I do not agree. Waiting until the dispute resolution process in the parties' ICA is finally complete forces AT&T Florida to suffer the consequences of continuing to provide collocation services to CA while CA is in default, as I explained at page 9 of my Direct Testimony. The dispute resolution could take years – first the Commission must render a decision and then one or more courts must hear and decide any appeals.

**Q. HOW ABOUT USING THE "ACCELERATED DISPUTE RESOLUTION PROCESS" THE COMMISSION RECENTLY APPROVED, AS MR. RAY SUGGESTS IN HIS DIRECT AT PAGE 6?**

A. It is my understanding that that process would not be available to the parties here, for the reasons set forth in the Direct Testimony of Patricia Pellerin at page 32.

**ISSUE 5: SHOULD CA BE REQUIRED TO PROVIDE AT&T FLORIDA WITH A CERTIFICATE OF INSURANCE PRIOR TO STARTING WORK IN CA'S COLLOCATION SPACE ON AT&T FLORIDA'S PREMISES?**

**Affected Contract Provision: Collocation Attachment § 4.6.2**

**Q. MR. RAY CLAIMS THAT CA CANNOT OBTAIN INSURANCE IN FIVE DAYS AND THAT "MOST INSURANCE CARRIERS HAVE REFUSED TO WRITE SUCH COVERAGE FOR CLECS." RAY DIRECT AT 6. HOW DO YOU RESPOND?**

A. This is the same assertion CA made in its Comments. I fully responded to this point in my Direct Testimony at pages 12 to 14. Mr. Ray does not present anything new in his testimony.

**Q. HAVE YOU ALSO ADDRESSED CA'S PROPOSED LANGUAGE TO "CLARIFY" THAT AT&T FLORIDA MAY NOT OBTAIN INSURANCE ON BEHALF OF CA "IF CA HAS NOT COMMENCED THE WORK FOR WHICH THE INSURANCE IS REQUIRED TO COVER?" RAY DIRECT AT 6-7.**

A Yes. CA made the same point in its Comments and I already addressed that point at page 14 of my Direct Testimony. Again, Mr. Ray offers nothing new.

**ISSUE 6: SHOULD AT&T FLORIDA BE ALLOWED TO RECOVER ITS COSTS WHEN IT ERECTS AN INTERNAL SECURITY PARTITION TO PROTECT ITS EQUIPMENT AND ENSURE NETWORK RELIABILITY AND SUCH PARTITION IS THE LEAST COSTLY REASONABLE SECURITY MEASURE?**

**Affected Contract Provision: Collocation Attachment § 4.11.3.4**

**Q. MR. RAY ASSERTS THAT AT&T FLORIDA'S PROPOSED LANGUAGE WOULD ALLOW IT TO CHARGE CA FOR "ARBITRARY CONSTRUCTION COSTS UNRELATED TO CA'S COLLOCATION" AND IMPOSE "ARBITRARY NON-COST-BASED FINANCIAL OBLIGATIONS." RAY DIRECT AT 7. HOW DO YOU RESPOND?**

A. It is not clear to me that Mr. Ray has read the agreed language on this issue. The agreed portion of Collocation Section 4.11.3.4 provides in full as follows:

> AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to

> pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given.

There are ample protections in this agreed language against arbitrary costs and non-cost-based obligations. *First*, the security measures must be "reasonable." *Second*, AT&T Florida may recover the costs of a partition *instead* of the costs of other reasonable security measures *only* if the partition costs are lower than the costs of those other reasonable security measures. Consistent with this, the language explicitly provides that "[i]n no event shall a Collocator be required to pay for both an interior security partition … and any other reasonable security measure." *Third*, in those instances where AT&T Florida seeks to charge for a security partition, AT&T Florida "must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given."

In short, there is no basis for Mr. Ray's assertion that AT&T Florida will be able to impose any arbitrary costs or non-cost-based obligations related to security partitions.

**Q. MR. RAY NOTES IN HIS TESTIMONY (AT 7) THAT CA PROPOSES TO LIMIT AT&T FLORIDA'S RIGHT TO RECOVER THE COST OF A SECURITY PARTITION TO THE SITUATION WHERE CA OR ITS AGENT HAS COMMITTED WRONGDOING OR VIOLATED THE PARTIES' AGREEMENT ON AT&T FLORIDA'S PROPERTY. WHAT IS AT&T FLORIDA'S RESPONSE TO THAT PROPOSAL?**

A. For the reasons I set out in my Direct Testimony at page 16, AT&T Florida opposes this language. I would add that Mr. Ray refers in his testimony to the concept of "cost-based"

(Ray Direct at 7), which is precisely AT&T Florida's point. It is CA's presence on AT&T Florida's premises that creates the need for reasonable security measures; therefore, CA should bear those costs. Whether CA has done something wrong or violated the agreement is not relevant here.

**Q. MR. RAY STATES THAT AT&T FLORIDA CONTROLS WHERE COLLOCATIONS ARE PLACED IN A CENTRAL OFFICE AND CENTRAL OFFICES TYPICALLY HAVE A SEGREGATED COLLOCATION AREA. RAY DIRECT AT 6. DOES THIS SUPPORT CA'S PROPOSED LANGUAGE?**

A. No, it has nothing to do with CA's proposed language, which would require CA to have engaged in wrongdoing or violated the parties' agreement before AT&T Florida could recover the costs of its reasonable security measures.

I do agree that many central offices have separate collocation areas and those may very well constitute reasonable security measures, as evidenced by the fact that AT&T Florida has not had to install any interior security partitions yet. Kemp Direct at 16. Regardless, the agreed language appropriately protects CA in the scenario Mr. Ray identifies. If a central office already has a segregated collocation space and AT&T Florida wants to locate CA's equipment somewhere else, AT&T Florida will have to "demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given." If using the existing segregated space constitutes a reasonable security method, then presumably AT&T Florida will not be able to show that using a security partition is less costly. I would also note that it is unlikely that AT&T Florida would change its mind about the location of the collocation area in the first place, but even if it did, CA is adequately protected.

**Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 6?**

A. The Commission should reject CA's proposal where the language is only applicable if CA has been proven to have committed wrongdoing.

**ISSUE 7a: UNDER WHAT CIRCUMSTANCES MAY AT&T FLORIDA CHARGE CA WHEN CA SUBMITS A MODIFICATION TO AN APPLICATION FOR COLLOCATION, AND WHAT CHARGES SHOULD APPLY?**

**Affected Contract Provision: Collocation Attachment § 7.4.1**

**ISSUE 7b: WHEN CA WISHES TO ADD TO OR MODIFY ITS COLLOCATION SPACE OR THE EQUIPMENT IN THAT SPACE, OR TO CABLE TO THAT SPACE, SHOULD CA BE REQUIRED TO SUBMIT AN APPLICATION AND TO PAY THE ASSOCIATED APPLICATION FEE?**

**Affected Contract Provision: Collocation Attachment § 7.5.1**

**Q. ARE YOU ADDRESSING ISSUES 7A AND 7B TOGETHER?**

A. Yes. Mr. Ray combined them in his testimony, without explaining which issue he was referring to for particular statements. So I will address them together as well, even though I addressed them individually in my Direct Testimony.

**Q. MR. RAY OBJECTS TO CA PAYING A NEW APPLICATION FEE "EVEN IF AT&T HAS REJECTED THE APPLICATION IMPROPERLY." RAY DIRECT AT 8. CAN YOU PLEASE ADDRESS MR. RAY'S CONCERN?**

A. I am not sure what Mr. Ray means by AT&T Florida rejecting an application improperly, but if that were to happen, the parties' agreement contains provisions permitting CA to dispute such a rejection or a charge that CA believes is improper. The language CA proposes here is not restricted to instances where AT&T Florida has allegedly improperly rejected an application. Rather, CA proposes that any time AT&T Florida requires a revised or modified application, CA would not have to pay a new application fee. AT&T Florida may reject an application and/or require a modified application due to

deficiencies in CA's initial application. CA ought to bear the costs associated with a modification they caused.

**Q. IN HIS DIRECT TESTIMONY, MR. RAY OPINES THAT "IT SEEMS OBVIOUS" THAT AT&T FLORIDA'S PROPOSED FEES "ARE NOT TELRIC-BASED AS APPLIED TO CA REPLACING ITS OWN EQUIPMENT." RAY DIRECT AT 8. PLEASE RESPOND.**

A. The physical collocation application fees proposed by AT&T Florida were approved and ordered by the Commission. Mr. Ray does not provide any support for his assertion that those fees are not TELRIC-based. Nor does he provide any explanation of the "various extraneous fees" to which he refers, so I am unable to provide a further response.

**Q. MR. RAY DISCUSSES ADDING CROSS-CONNECTS TO A COLLOCATION AT PAGE 9 OF HIS DIRECT TESTIMONY. DOES AT&T FLORIDA REQUIRE AN APPLICATION AND CHARGE A FEE FOR THE APPLICATION WHERE CA WANTS TO ADD CROSS-CONNECTS?**

A. No, an application is not required for cross-connects. Cross-connects are ordered via a Local Service Request ("LSR"). Mr. Ray concedes that AT&T Florida should be able to recover the costs of adding cross-connects to CA's collocation space, but claims AT&T Florida's pricing is not cost-based. Ray Direct at 9. However, he provides no facts to support this assertion. Nor is that issue related to Issue 7a or 7b.

**Q. IN HIS TESTIMONY, MR. RAY POINTS OUT THAT THE PARTIES HAVE AGREED TO THE NEBS-CERTIFIED LANGUAGE IN THE CONTRACT, BUT THEN OBJECTS TO AT&T FLORIDA CHARGING CA "TO PURCHASE A REPLACEMENT PIECE OF EQUIPMENT." RAY DIRECT AT 9. IS HE CORRECT?**

A. Yes and no. Mr. Ray is correct that the parties have agreed to NEBS-certified language in Section 3.18 in the Collocation Attachment. In addition, the parties have also agreed to language in Collocation Section 3.17.1 that requires equipment to pass two reviews

prior to approval for collocation: 1) Collocator's equipment must be listed on the approved All Equipment List ("AEL"); and 2) the equipment must be reviewed as to whether it is "necessary equipment." Only if the equipment passes both reviews may it be collocated. There is no disagreement between the parties as to the review process. As to Mr. Ray's assertion that AT&T Florida is trying to charge CA "to purchase a replacement piece of equipment," that is a red herring. If CA is replacing a piece of equipment with the same equipment, as opposed to modifying its equipment or adding new equipment, Section 3.17.1 does not apply.

**Q. MR. RAY ALSO MENTIONS ALLEGED ISSUES WITH AT&T FLORIDA PROVIDING CONNECTING FACILITY ASSIGNMENTS ("CFAS") WHEN DELIVERING A NEW COLLOCATION TO A CLEC. RAY DIRECT AT 9. DOES THIS RELATE TO EITHER ISSUE 7A OR ISSUE 7B?**

A. Not as far as I can tell. Nothing in the proposed contract language addresses CFAs and Mr. Ray's testimony does not explain how allegedly incorrect CFAs relate to modified collocation applications or modifying collocation space.

**Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 7A AND 7B?**

A. The Commission should reject CA's proposed language in Collocation Sections 7.4.1 and 7.5.1.

**ISSUE 8: IS 120 CALENDAR DAYS FROM THE DATE OF A REQUEST FOR AN ENTRANCE FACILITY, PLUS THE ABILITY TO EXTEND THAT TIME BY AN ADDITIONAL 30 DAYS, ADEQUATE TIME FOR CA TO PLACE A CABLE IN A MANHOLE?**

**Affected Contract Provision: Collocation Attachment § 14.2**

**Q. IN YOUR DIRECT TESTIMONY YOU STATE THAT "CA HAS NOT PRESENTED ANY INFORMATION THAT WOULD SUGGEST IT NEEDS MORE TIME THAN OTHER CARRIERS IN FLORIDA TO PLACE CABLE IN**

**A MANHOLE." KEMP DIRECT AT 21. DOES MR. RAY'S TESTIMONY PRESENT ANY SUCH INFORMATION?**

A. No, Mr. Ray merely repeats verbatim CA's Comments from its Petition for Arbitration. My Direct Testimony addressed the parties' competing timetables and explains why AT&T Florida's language is reasonable and CA's language is not. Kemp Direct at 21-22.

**Q. CA PROPOSES TO REMOVE THE PROVISION THAT REQUIRES CA TO PROVIDE 15 DAYS' NOTICE IF IT WANTS TO TAKE ADVANTAGE OF THE AUTOMATIC 30 DAY EXTENSION. RAY DIRECT AT 10-11. WHY IS 15 DAYS' NOTICE NECESSARY?**

A. As I noted in my Direct Testimony at 22, when AT&T Florida's riser cable is coiled in the vault and waiting for CA to meet at the manhole it clutters the vault area near the manhole and makes it difficult to work there. Therefore, it is possible that there are other projects that are on hold waiting for that vault area to be cleared of AT&T Florida's cable (which must await the installation by CA of its cable). If the installation of CA's cables is going to be delayed by CA, AT&T Florida needs the 15 days' notice to be able to reassign the splicer who had been assigned to CA's work and to advise those involved with the other projects so they and AT&T Florida can redeploy and reschedule the resources that they were going to use for those subsequent projects. When CA delays its ready date, its splicing job must be rescheduled by AT&T. As a result, CA's installation job would return to the workload queue and a new installation date would be assigned.

**ISSUE 9a: SHOULD THE ICA REQUIRE CA TO UTILIZE AN AT&T FLORIDA AIS TIER 1 FOR CLEC-TO-CLEC CONNECTION WITHIN A CENTRAL OFFICE?**

**Affected Contract Provision: Collocation Attachment § 17.1.2**

**Q. CA WITNESS RAY STATES CA IS OPEN TO USING THE SAME MECHANISM THAT IT HAS PROPOSED FOR OTHER COLLOCATION CONSTRUCTION**

**ELEMENTS. RAY DIRECT AT 11. TO WHAT MECHANISM IS HE REFERRING AND HOW DOES AT&T FLORIDA RESPOND?**

A. Presumably, Mr. Ray is referring to the concept he introduced in Issue 2. AT&T Florida's position on that proposal is the same here as it is with respect to Issue 2.

**Q. DOES MR. RAY PROVIDE ANY TESTIMONY REGARDING THIS ISSUE THAT YOU HAVE NOT ALREADY ADDRESSED?**

A. No. Other than the above, Mr. Ray just repeats what CA stated in its Comments, and I addressed that in my Direct Testimony (at 23-24).

**ISSUE 10: IF EQUIPMENT IS IMPROPERLY COLLOCATED (E.G., NOT PREVIOUSLY IDENTIFIED ON AN APPROVED APPLICATION FOR COLLOCATION OR NOT ON AUTHORIZED EQUIPMENT LIST), OR IS A SAFETY HAZARD, SHOULD CA BE ABLE TO DELAY REMOVAL UNTIL THE DISPUTE IS RESOLVED?**

**Affected Contract Provision: Collocation Attachment § 3.18.4**

**Q. DO YOU HAVE ANY COMMENTS REGARDING MR. RAY'S TESTIMONY ON ISSUE 10? RAY DIRECT AT 12.**

A. Mr. Ray's testimony is identical to CA's Comments on this issue in Exhibit B to its arbitration petition. My Direct Testimony (at pp. 27-29) addressed each of the points Mr. Ray makes.

**ISSUE 31: DOES AT&T FLORIDA HAVE THE RIGHT TO REUSE NETWORK ELEMENTS OR RESOLD SERVICES FACILITIES UTILIZED TO PROVIDE SERVICE SOLELY TO CA'S CUSTOMER SUBSEQUENT TO DISCONNECTION BY CA'S CUSTOMER WITHOUT A DISCONNECTION ORDER BY CA?**

**Affected Contract Provision: GT&C Attachment § 28.4**

**Q. WHAT IS THE STATUS OF ISSUE 31?**

A. The parties have resolved this issue.

**ISSUE 44: SHOULD THE AGREEMENT CONTAIN A DEFINITION FOR HDSL-CAPABLE LOOPS?**

**Affected Contract Provisions: UNE Attachment § 16.5**

**Q. DOES MR. RAY PROVIDE ANY SUPPORT FOR CA'S POSITION REGARDING A DEFINITION FOR HDSL-CAPABLE LOOPS OTHER THAN WHAT CA STATED IN ITS COMMENTS?**

A. No. His testimony is verbatim from CA's comments and I fully addressed the issue in my Direct Testimony at page 31 and 32.

**ISSUE 48a: SHOULD THE PROVISIONING DISPATCH TERMS AND RELATED CHARGES IN THE OSS ATTACHMENT APPLY EQUALLY TO BOTH PARTIES?**

**Affected Contract Provisions: OSS Attachment § 6.4**

**ISSUE 48b: SHOULD THE REPAIR TERMS AND RELATED CHARGES IN THE OSS ATTACHMENT APPLY EQUALLY TO BOTH PARTIES?**

**Affected Contract Provisions: OSS Attachment § 7.12**

**Q. AT PAGE 42 OF HIS TESTIMONY, MR. RAY ASSERTS THAT AT&T FLORIDA "OFTEN REPORTS TO CA THAT A SERVICE IS INSTALLED OR REPAIRED WHEN IN FACT AT&T HAS NOT INSTALLED OR REPAIRED THE SERVICE," CAUSING CA TO DISPATCH ITS OWN TECHNICIANS. PLEASE RESPOND TO MR. RAY'S ASSERTION.**

A. I have two points to make. *First*, AT&T Florida disputes that it often reports that AT&T Florida has installed or repaired service when it has not. Mr. Ray has not presented anything to support that assertion. *Second*, and most importantly, in an instance where service to a CA end user is not functioning even after AT&T Florida has done what it believes it needed to do to install or repair AT&T Florida's portion of the service, the appropriate next step is *not* for CA to dispatch one of its technicians to "resolve the problem caused by AT&T," as the language CA proposes states. The appropriate next step is for CA to conduct due diligence and properly test to make sure the issue is not on

CA's portion of the service. If the problem is isolated to AT&T Florida's portion of the service, CA may create a trouble ticket. AT&T Florida will then take whatever steps are necessary to resolve the problem. In no circumstance should CA dispatch a technician to try to resolve a problem on AT&T Florida's side of the network. In those circumstances when the problem resides where AT&T Florida and CA's network meet, the parties may physically meet to troubleshoot the problem, but only after other avenues have been explored.

**ISSUE 50: IN ORDER FOR CA TO OBTAIN FROM AT&T FLORIDA AN UNBUNDLED NETWORK ELEMENT (UNE) OR A COMBINATION OF UNES FOR WHICH THERE IS NO PRICE IN THE ICA, MUST CA FIRST NEGOTIATE AN AMENDMENT TO THE ICA TO PROVIDE A PRICE FOR THAT UNE OR UNE COMBINATION?**

**Affected Contract Provisions: UNE Attachment § 1.3**

**Q. IN YOUR DIRECT TESTIMONY, YOU RAISED TWO LEGAL REASONS THAT YOU UNDERSTAND MAKE CA'S PROPOSED LANGUAGE CONTRARY TO FEDERAL LAW. KEMP DIRECT AT 37-42. DOES MR. RAY'S DIRECT TESTIMONY ADDRESS THOSE ISSUES?**

A. Not at all. CA does not offer any testimony to explain how its proposal is consistent with federal law, which holds that once a CLEC has an ICA with an ILEC, the ILEC's only obligations to the CLEC with respect to the requirements of the 1996 Act are the obligations set forth in that ICA. If CA wants the ability to buy a UNE that another CLEC can buy through that CLEC's ICA, CA must request such terms during negotiations. The negotiation period that led to this arbitration was the chance for CA to have made such a request.

Nor does CA reconcile its proposal with the FCC's "All-or-Nothing" rule. Instead, CA's proposed language would improperly allow CA to pick and choose select parts of another ICA.

**ISSUE 51: SHOULD AT&T FLORIDA BE REQUIRED TO PROVE TO CA'S SATISFACTION AND WITHOUT CHARGE THAT A REQUESTED UNE IS NOT AVAILABLE?**

**Affected Contract Provisions: UNE Attachment § 1.5**

**Q. MR. RAY ALLEGES THAT WHILE WORKING FOR ASTROTEL AND TERRA NOVA TELECOM, AT&T REJECTED UNE ORDERS DUE TO LACK OF FACILITIES WHEN, IN FACT, FACILITIES EXISTED. RAY DIRECT AT 43. IF THAT WERE TO HAVE OCCURRED, WHAT OPTIONS WOULD BE AVAILABLE TO CA TO ADDRESS THE ORDER REJECTION IF CA BELIEVED AT&T FLORIDA'S DETERMINATION THAT FACILITIES WERE NOT AVAILABLE WAS INCORRECT?**

A. First, CA has access to the same tools to determine the availability of facilities that AT&T Florida uses to make a determination, as I noted in my Direct Testimony at page 43. In addition, if CA desires, it may request AT&T Florida perform a manual Loop Make Up at the charge found in the Pricing Schedule.

If CA still believes that AT&T Florida's determination regarding a lack of facilities is incorrect after availing itself of those options, CA is free to invoke its right to dispute resolution under the ICA, which could include submitting the issue to the Commission for resolution.

**ISSUES 53a AND 53b: SHOULD CA BE ALLOWED TO COMMINGLE ANY UNE ELEMENT WITH ANY NON-UNE ELEMENT IT CHOOSES?**
**Affected Contract Provisions: UNE Attachment §§ 2.3 and 6.3.3**

**Q. WHAT IS THE STATUS OF ISSUE 53?**

A. The parties have resolved Issue 53b, which addressed the dispute in UNE Section 6.3.3. Issue 53a remains open.

**Q. WHAT IS THE DISPUTE IN ISSUE 53a?**

A. The dispute in Issue 53a is whether CA can expand the FCC's definition of commingling, for example, by defining it to include commingling a UNE with any other "service element." As explained in my Direct Testimony, AT&T Florida's proposed language in UNE Section 2.3 precisely tracks the FCC's definition of commingling in 47 C.F.R. § 51.5, which is limited to commingling UNEs with facilities or services obtained from an ILEC at wholesale. CA's language, by contrast, does not track the FCC's language. Instead, CA tries to introduce new, undefined concepts like commingling with a "service element." CA's language also is not expressly limited to commingling with products or services obtained from the ILEC at wholesale.

**Q. DOES CA'S TESTIMONY SHED ANY LIGHT ON ISSUE 53a?**

A. No. Mr. Ray simply declares that CA "believes it is entitled" to its language and claims, with no further explanation, that AT&T Florida's language is "inconsistent with FCC rules and orders." Ray Direct at 44. As I have shown in my Direct Testimony (at 45-46), Mr. Ray is incorrect. AT&T Florida's language tracks the FCC's rules, whereas CA's does not.

**ISSUE 54a: IS THIRTY (30) DAYS' WRITTEN NOTICE SUFFICIENT NOTICE PRIOR TO CONVERTING A UNE TO THE EQUIVALENT WHOLESALE SERVICE WHEN SUCH CONVERSION IS APPROPRIATE?**

**Affected Contract Provisions: UNE Attachment § 6.2.6**

**Q. MR. RAY CLAIMS THAT "CA CANNOT POSSIBLY TRANSITION ITS CUSTOMER BASE TO NEW SERVICE ARRANGEMENTS IN 30 DAYS." RAY DIRECT AT 44. HOW DO YOU RESPOND?**

A. As I explained in my Direct Testimony (at 47), CA should be well aware of how many loops it has to every building it serves. CA should have this information and therefore should not need any notice from AT&T Florida. CA can avoid the requirement for this notice, however, by effectively monitoring its activities and maintaining its UNE and UNE combination loop inventory. This would enable CA to proactively convert the services on its own, rather than waiting until AT&T Florida manages the conversion for CA. If CA fails to do this, it only has itself to blame.

Giving CA 180 days after notice to transition its customers would incent CA to not proactively monitor its activities. By delaying the conversion from UNE to wholesale services beyond AT&T Florida's proposed 30 days, CA would be able to reap the lower UNE rates for that additional 150 days. By the same token, AT&T Florida would experience the loss of revenue equal to the difference between the lower UNE rates and the higher special access rates it is entitled to bill.

**ISSUE 54b: IS THIRTY (30) CALENDAR DAYS SUBSEQUENT TO WIRE CENTER NOTICE OF NON-IMPAIRMENT SUFFICIENT NOTICE PRIOR TO BILLING THE PROVISIONED ELEMENT AT THE EQUIVALENT SPECIAL ACCESS RATE/TRANSITIONAL RATE?**

**Affected Contract Provisions: UNE Attachment § 14.10.2.2, 14.10.2.3.1.1, and 14.10.2.3.1.2**

**Q. MR. RAY CLAIMS THAT THIRTY CALENDAR DAYS IS NOT ADEQUATE TIME FOR CA TO TRANSITION ITS CUSTOMERS TO ALTERNATE COMMERCIAL ARRANGEMENTS. RAY DIRECT AT 45. DO YOU AGREE?**

A. No. This dispute is not about CA actually transitioning its end users to new arrangements. This dispute is about the applicable rate change from UNE to wholesale rates for circuits that CA did not get transitioned when the wire center is considered non-impaired and UNE rates are no longer available. Allowing CA to pay the lower UNE rate for any amount of time after notice merely gives CA a rate to which it is not legally entitled, and deprives AT&T Florida of the revenue it is permitted to receive. AT&T Florida's proposed 30-day period, which starts 60 days after the notice of non-impairment is provided, is certainly reasonable.

**ISSUE 55: TO DESIGNATE A WIRE CENTER AS UNIMPAIRED, SHOULD AT&T FLORIDA BE REQUIRED TO PROVIDE WRITTEN NOTICE TO CA?**

**Affected Contract Provisions: UNE Attachment § 15.1**

**Q. MR. RAY TESTIFIES THAT UNDER AT&T FLORIDA'S PROPOSAL, AT&T FLORIDA WOULD ONLY POST NOTICE THAT A WIRE CENTER HAD BEEN DESIGNATED UNIMPAIRED ON ITS WEBSITE. RAY DIRECT AT 46. IS THAT CORRECT?**

A. No. CA falsely claims that the only way to get notice of a wire center being designated as unimpaired is by AT&T Florida posting it on a website. While that is one way AT&T Florida provides notice – by posting on CLEC Online in the form of an Accessible Letter – that is not the only way CA can get notice. As I explained in my Direct Testimony (at 51), any CLEC (including CA) that wants to receive individual notices and thus not rely on visiting CLEC Online may subscribe to direct notices of Accessible Letters. A CLEC that elects this option specifies the recipients to whom AT&T Florida is to send the Accessible Letters via email. CLECs can even designate multiple recipients.

**ISSUE 56: SHOULD THE ICA INCLUDE CA'S PROPOSED LANGUAGE BROADLY PROHIBITING AT&T FLORIDA FROM TAKING CERTAIN**

**MEASURES WITH RESPECT TO ELEMENTS OF AT&T FLORIDA'S NETWORK?**

**Affected Contract Provisions: UNE Attachment §4.6.4**

**Q. MR. RAY DISCUSSES A SCENARIO IN WHICH AT&T FLORIDA SUBSTITUTES A CONDITIONED LOOP FOR AN UNCONDITIONED ONE. RAY DIRECT AT 46. ARE HIS CONCERNS JUSTIFIED?**

A. No. I would note that CA included similar language in its Comments, but now says there are "some," not "many" customers who have ordered conditioned loops and tested them. But notably, CA does not allege that AT&T Florida has ever swapped a conditioned loop for an unconditioned loop; it just crafts its testimony to suggest as much. Either way, CA's example is a red herring. AT&T would condition a new loop, if a spare is available, rather than swap a loop with one serving CA's customer. If AT&T Florida were to change a conditioned loop to an unconditioned one, it would not be providing the product or service that had been requested and CA would have ample remedies.

Mr. Ray offers nothing in his testimony to address AT&T Florida's legitimate concerns that CA's language is overly broad and could inhibit AT&T Florida from maintaining its network in an efficient fashion as I explained in my Direct Testimony at page 52. There is no reasonable basis to include CA's proposed Section 4.6.4 in the ICA.

**ISSUE 57: MAY CA USE A UNE TO PROVIDE SERVICE TO ITSELF OR FOR OTHER ADMINISTRATIVE PURPOSES?**

**Affected Contract Provisions: UNE Attachment § 4.7.1**

**Q. DOES THE 1996 ACT ALLOW A CLEC TO USE A UNE TO PROVIDE SERVICE TO ITSELF OR FOR OTHER ADMINISTRATIVE PURPOSES?**

A. No. This is a legal issue and I am not an attorney, but I summarized AT&T Florida's legal position in my Direct Testimony. In short, Section 251(c)(3) of the 1996 Act requires an ILEC to provide UNEs to a CLEC "for the provision of a telecommunications service" (47 U.S.C. § 251(c)(3); *accord*, 47 C.F.R. §§ 51.307(a) and 51.309(d)), and the 1996 Act and the FCC's rules define a "telecommunications service" in a way that does not include a carrier providing service to itself or for administrative purposes.

**Q. DOES CA'S TESTIMONY SHED ANY LIGHT ON ISSUE 57?**

A. No. CA claims it can use a UNE for "any permissible purpose" (Ray Direct at 47), but ignores that *permissible* purposes does not mean *any* purpose. As the Act and FCC rules show, the "permissible purpose" is to provide a "telecommunications service," which is defined as a service to the public for a fee. A CLEC that used a UNE to serve itself or for administrative purposes would not be providing service to the public for a fee.

**Q. DOES CA'S TESTIMONY SUGGEST IT MAY MISUNDERSTAND THE DISPUTE?**

A. Yes. CA's testimony suggests that it thinks AT&T Florida would refuse to provide UNEs that are not used to serve a specific customer, but rather are part of CA's "overall network infrastructure." Ray Direct at 47. That is not the case. There are some UNEs, such as dedicated interoffice transport, that would not be used by CA to serve a specific customer, but rather would be part of its overall network. CA can still obtain available UNEs, provided they are used to provide telecommunications service and to provide service to CA's customers in general (*e.g.*, by connecting to the local loops that serve CA's customers). The only purpose of AT&T Florida's proposed language in UNE Section 4.7.1 is to make clear that CA cannot obtain a UNE and then use that UNE *solely*

to provide service to itself or for administrative purposes, rather than using it as part of its overall network to serve end-user customers.

**ISSUE 58a AND 58b: IS MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE INDEPENDENT OF LOOPS AND TRANSPORT?**

**Affected Contract Provisions: UNE Attachment § 6.4.2 and UNE Attachment** § 9.6.1

**Q. WHAT IS CA'S ANSWER TO THE ISSUE STATEMENT HERE – IS MULTIPLEXING AVAILABLE AS A STAND-ALONE UNE INDEPENDENT OF LOOPS AND TRANSPORT?**

A. Mr. Ray testifies that "CA is not arguing that multiplexing must be offered as a standalone UNE" (Ray Direct at 47), so apparently CA's answer is "No." That is AT&T Florida's position too.

**Q. WHAT THEN IS CA'S PROBLEM WITH AT&T FLORIDA'S PROPOSED LANGUAGE FOR UNE SECTIONS 6.4.2 AND 9.6.1?**

A. It is not clear. Mr. Ray's testimony does not address AT&T Florida's proposed contract language for either UNE Section 6.4.2 or UNE Section 9.6.1. Since Section 6.4.2 mirrors the language of 47 C.F.R. §51.318(b), there is no reasonable basis for CA to oppose that language. In addition, the definition in AT&T Florida's proposed Section 9.6.1 accurately defines multiplexing as an item ordered in conjunction with DS1 or DS3 unbundled dedicated transport ("UDT") that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Again, CA has not presented any argument as to why that language is not appropriate.

**ISSUE 59a: IF AT&T FLORIDA ACCEPTS AND INSTALLS AN ORDER FOR A DS1 AFTER CA HAS ALREADY OBTAINED TEN DS1S IN THE SAME BUILDING, MUST AT&T FLORIDA PROVIDE WRITTEN NOTICE AND ALLOW 30 DAYS BEFORE CONVERTING TO AND CHARGING**

**FOR SPECIAL ACCESS SERVICE?**

**Affected Contract Provisions: UNE Attachment § 8.1.3.4.4**

**ISSUE 59b: MUST AT&T PROVIDE NOTICE TO CA BEFORE CONVERTING DS3 DIGITAL UNE LOOPS TO SPECIAL ACCESS FOR DS3 DIGITAL UNE LOOPS THAT EXCEED THE LIMIT OF ONE UNBUNDLED DS3 LOOP TO ANY SINGLE BUILDING?**

**Affected Contract Provisions: UNE Attachment § 8.1.3.5.4**

**ISSUE 59c: FOR UNBUNDLED DS1 OR DS3 DEDICATED TRANSPORT CIRCUITS THAT AT&T FLORIDA INSTALLS THAT EXCEED THE APPLICABLE CAP ON A SPECIFIC ROUTE, MUST AT&T FLORIDA PROVIDE WRITTEN NOTICE AND ALLOW 30 DAYS PRIOR TO CONVERSION TO SPECIAL ACCESS?**

**Affected Contract Provisions: UNE Attachment §§ 9.6.2, 9.6.3**

**Q. WHAT IS THE DISPUTE HERE?**

A. The FCC's rules limit how many unbundled DS1 or DS3 UNE loops a CLEC can have to a single building (Issues 59a and 59b) and how many unbundled DS1 or DS3 dedicated transport circuits a CLEC can have on a specific route (Issue 59c). AT&T Florida's proposed language ensures that if it provisions a UNE loop or dedicated transport circuit for CA beyond the cap, AT&T Florida can convert that UNE loop or dedicated transport circuit to special access and charge special access rates from the date it was provisioned. The rationale is that CA should keep track of its UNEs and know when it is exceeding the cap, and AT&T Florida should not be left to recover only UNE rates when it later discovers CA has exceeded the cap. CA's proposed language, by contrast, would require AT&T Florida to provide 30 days' notice before converting the mistakenly provisioned UNE loop or dedicated transport circuit to special access, and not charge special access rates until after the notice period. Nothing in the FCC's rules requires AT&T Florida to recover only UNE rates for facilities that exceed the UNE cap.

**Q. DOES CA'S TESTIMONY SUGGEST THAT IT MISUNDERSTANDS THE ISSUE?**

A. Yes. Mr. Ray complains that AT&T Florida "should not automatically install a circuit other than what was ordered if what was ordered is unavailable," and instead "should reject the UNE order back to CA[.]" Ray Direct at 48. But that is what AT&T Florida normally will do if it catches CA's error at the time of the order and knows CA is going to exceed the cap. The ICA language in dispute, however, is necessary to protect AT&T Florida in situations where it does not catch CA's error and proceeds to provision CA's order. In that case, AT&T Florida should be allowed to recover special access prices from the date of provisioning. Any other result would give CA a windfall discount just because AT&T Florida did not immediately catch CA's error. The burden should not be on AT&T Florida to police CA's ordering and provide written notice of a violation, nor should AT&T Florida have to delay charging special access rates when, as matter of law, CA has no right to UNE rates.

**Q. ISN'T THE ISSUE REALLY WHERE THE RISK OF ERROR SHOULD LIE?**

A. Yes. As the party ordering service, it is CA's obligation to monitor its UNE count and not place UNE orders that exceed the cap. Indeed, CA has already agreed to language in UNE Section 8.1.3.4.4 stating that "CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 digital UNE loops once CLEC has already obtained ten DS1 digital UNE loops at the same building." CA also agreed to similar language in Section 8.1.3.5.4 regarding DS3 loops and Sections 9.6.2 and 9.6.3 regarding dedicated transport. Thus, CA agrees it has no right to order DS1 or DS3 UNEs that exceed the FCC's caps. If CA places such an order, then it should bear the risk that AT&T Florida

will fulfill it by providing the circuit at special access prices – which is all CA is legally entitled to. If CA does not want to pay special access prices for the circuit, it can always have it taken down.

**ISSUE 62a: SHOULD THE ICA STATE THAT OS/DA SERVICES ARE INCLUDED WITH RESALE SERVICES?**

**Affected Contract Provisions: Customer Information Services Attachment § 1.2.2**

**ISSUE 62b: DOES CA HAVE THE OPTION OF NOT ORDERING OS/DA SERVICE FOR ITS RESALE END USERS?**

**Affected Contract Provisions: Customer Information Services Attachment § 1.2.3.3**

**Q. DOES MR. RAY PRESENT ANYTHING IN HIS TESTIMONY ON ISSUE 62a OR 62b TO WHICH YOU HAVE NOT ALREADY RESPONDED IN YOUR DIRECT TESTIMONY?**

A. No. His testimony at page 50 is identical to what CA said in its Comments, which I fully addressed in my Direct Testimony at pages 61 and 62.

**ISSUE 64: WHAT TIME INTERVAL SHOULD BE REQUIRED FOR SUBMISSION OF DIRECTORY LISTING INFORMATION FOR INSTALLATION, DISCONNECTION, OR CHANGE IN SERVICE?**

**Affected Contract Provisions: Customer Information Services Attachment § 6.1.5**

**Q. MR. RAY CLAIMS NEITHER CA NOR AT&T FLORIDA SHOULD HAVE THE RIGHT TO FORCE AN END USER TO PLACE A LISTING. DOES AT&T FLORIDA'S CONTRACT LANGUAGE FORCE A CA END USER TO PLACE A LISTING?**

A. Not at all. The contract language only applies where there is a change "affecting the [directory assistance] database or the directory listing of a CLEC End User." If the CA end user does not want a listing, there is nothing for CA to submit and the deadline in Customer Information Services ("CIS") Section 6.1.5 does not apply.

**Q. WHAT TYPE OF LISTING INFORMATION DOES THE LANGUAGE ANTICIPATE CA WOULD SUBMIT?**

A. As an example, the listing information CA would submit might be new listings, changes, or disconnects.

**Q. DO YOU AGREE WITH MR. RAY'S ASSERTION THAT THIS IS A PARITY ISSUE?**

A. Yes, but for different reasons. The timeline provided in the contract language would provide service to CA end users that is consistent with the service AT&T Florida provides its own customers for the listings provided to publishers and for directory assistance. In order to provide consistent service to CA, it is necessary for AT&T Florida to obtain listing information from CA within one business day of installation. This ensures the same level of quality for accurate directory listings that AT&T Florida provides for itself or any other CLEC. It takes up to 72 hours to process the listings and AT&T Florida requests submission within one business day from all CLECs. Any delay affects CA's end users because the end users' information will be incorrect or unavailable until the listings are processed. This affects directory assistance as well as the listings that are provided to publishers.

**ISSUE 65: SHOULD THE ICA INCLUDE CA'S PROPOSED LANGUAGE IDENTIFYING SPECIFIC CIRCUMSTANCES UNDER WHICH AT&T FLORIDA OR ITS AFFILIATES MAY OR MAY NOT USE CLEC SUBSCRIBER INFORMATION FOR MARKETING OR WINBACK EFFORTS?**

**Affected Contract Provisions: Customer Information Services § 6.1.9.1**

**Q. MR. RAY ASSERTS IN HIS TESTIMONY (AT 51) THAT "CA BELIEVES THAT ITS POSITION … COMPLIES WITH CURRENT FCC ORDERS REGARDING CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI") AND SECTION 222 OF THE ACT?" HOW DO YOU RESPOND?**

A. I think Mr. Ray makes AT&T Florida's point for it. Mr. Ray acknowledges that the language of the agreement ought to comply with Section 222 of the Act (and the FCC orders regarding CPNI that are promulgated pursuant to Section 222). That is precisely what AT&T Florida's language achieves, because it points directly to 47 U.S.C. §222; no additional language or criteria is necessary or proper. The best that CA can say is that it "believes" its language complies with "current" FCC orders. Even if that is true, that is not sufficient. The language of the agreement should comply with Section 222 and FCC orders as they may exist now or in the future. The Commission should adopt AT&T Florida's proposed language for CIS Section 6.1.9.1.

**ISSUE 66: FOR EACH RATE THAT CA HAS ASKED THE COMMISSION TO ARBITRATE, WHAT RATE SHOULD BE INCLUDED IN THE ICA?**

**Q. WHAT IS CA'S POSITION REGARDING THE RATES TO BE INCLUDED IN THE ICA?**

A. According to Mr. Ray, CA has suggested rates similar to Verizon's rates for the same rate elements. For charges for which Verizon does not have a rate, CA proposes ones it says are "more commercially reasonable."

**Q. DOES MR. RAY PROVIDE ANY SUPPORT FOR CA'S PROPOSED RATES?**

A. None whatsoever. His testimony is limited to two short sentences on the subject.

**Q. IS IT APPROPRIATE TO BASE AT&T FLORIDA'S RATES ON VERIZON'S RATES?**

A. No. Verizon's rates are based on Verizon's costs, which have nothing to do with AT&T Florida's costs. The Commission should adopt AT&T Florida's proposed rates, which

are based on AT&T Florida's costs, and have been either already approved by the Commission or are the rates AT&T Florida charges other carriers in Florida.

**Q. DOES THIS CONCLUDE YOUR REPLY TESTIMONY?**

A. Yes.