BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214-6301
Fax 615 214-7406

January 8, 2001

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252*
Docket No. 00-00079

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of rebuttal testimony on behalf of BellSouth by the following witnesses:

Ronald M. Pate
John Ruscilli
W. Keith Milner

Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

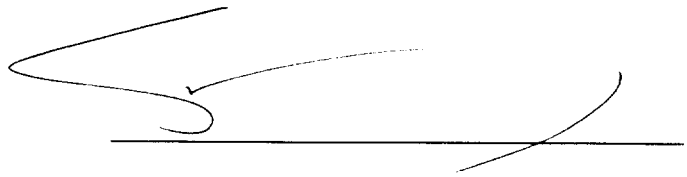
242026

CERTIFICATE OF SERVICE

I hereby certify that on January 8, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

[ ] Hand
[X] Mail
[ ] Facsimile
[ ] Overnight

Virginia Tate, Esquire
James Lamoureux, Esquire
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309



198870

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF RONALD M. PATE

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00079

JANUARY 8, 2001

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

A. My name is Ronald M. Pate. I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as a Director, Interconnection Services. In this position, I handle certain issues related to local interconnection matters, primarily operations support systems ("OSS"). My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes. I filed direct testimony – with exhibits – on December 20, 2000.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my rebuttal testimony is to address various concerns and issues raised in the direct testimony filed by AT&T – specifically that of AT&T Witness Jay M. Bradbury – in areas related to Operations Support Systems

("OSS"). I will respond to Mr. Bradbury's allegations made against BellSouth in the following:

Issue 15 – Operator Services/Directory Assistance ("OS/DA")

Issue 17 – BellSouth's Change Control Process ("CCP")

Issue 18 – Specific changes to BellSouth's ordering and pre-ordering interfaces

Issue 19 – Specific improvements to BellSouth's maintenance and repair interfaces

I will show that, for each area listed above, BellSouth has taken positive steps to respond to AT&T's formal requests, *if doable and reasonable* – the same as BellSouth would do for any CLEC. Very simply, it is BellSouth's position that it is in compliance with current FCC and state commission orders and rulings with regard to its dealings with CLECs, and that BellSouth continues to monitor itself for such compliance in the face of an ever-evolving industry.

Issue 15: What procedures should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure and Customer-Specific Provisioning?

Q. MR. BRADBURY CONTENDS ON PAGE 21 OF HIS TESTIMONY THAT BELLSOUTH HAS NOT SUPPLIED AT&T WITH ALL OF THE DETAILED TECHNICAL METHODS AND PROCEDURES THAT IT NEEDS TO

IMPLEMENT OPERATOR SERVICES/DIRECTORY ASSISTANCE ("OS/DA") ROUTING. WHAT HAS BELLSOUTH PROVIDED TO AT&T IN REGARD TO OS/DA?

A. As I stated in my direct testimony, BellSouth provided AT&T with proposed contractual language for the three types of routings for its OS/DA calls (unbranded, branded and third-party platform). AT&T was given the unbranded contractual language in August 2000, and both the branded and third-party platform contractual language in October 2000. Each document provides the process for establishing the AT&T "footprint order" for that particular option, and these three documents were provided together as Direct Exhibit RMP-2.

Additionally, Mr. Bradbury states in a footnote on Page 34 that "AT&T has yet to receive footprint ordering instructions from AT&T". While it is likely that he meant to refer to BellSouth in that footnote, BellSouth, in fact, provided the user requirements for the unbranded OS/DA option – with ordering instructions – to AT&T mid-November 2000 in response to their actual request for that option for a specific project – the so-called "friendly test" to which he refers on Page 35. In fact, that test is the only request that AT&T has made of BellSouth for the actual provisioning of OS/DA routing. The User Requirements document was provided as Direct Exhibit RMP-3.

Mr. Bradbury also claims that BellSouth "has not produced detailed technical methods and procedures sufficient to inform AT&T of requirements for ordering customized routing". The aforementioned User Requirements document provides that information for the only firm request that AT&T has made to BellSouth for the provisioning of OS/DA routing.

Q. WHAT OTHER INFORMATION DOES BELLSOUTH THINK THAT AT&T NEEDS TO ESTABLISH THE "FOOTPRINT ORDER" AND CUSTOMER-SPECIFIC PROVISIONING FOR UNBRANDED OS/DA?

A. None.

Q. MR. BRADBURY STATES ON PAGE 31 OF HIS TESTIMONY THAT BELLSOUTH PROVIDES NO PROCESSES FOR ELECTRONIC ORDERING OF CUSTOMER-SPECIFIC OS/DA. IS THAT TRULY THE CASE?

A. Definitely not. Mr. Bradbury also cites on Page 31 AT&T's formal change request (EDI020900_001 – Electronic Order Routing to OS/DA) submitted in February 2000, and this is the same change request for which BellSouth implemented the OS/DA unbranded option as part of Release 8.0 on November 18, 2000. Because of this implementation, orders issued by AT&T for its specified project can be submitted electronically by simply following the BellSouth business rules for ordering port/loop combinations. No special or additional entries are required on the Local Service Requests ("LSRs").

Q. IN HIS TESTIMONY, MR. BRADBURY MAKES REFERENCES ON PAGES 31 THROUGH 35 REGARDING BELLSOUTH'S "UNILATERAL DECISION" TO REMOVE THIS FEATURE FROM RELEASE 8.0. SINCE THE FEATURE HAS BEEN IMPLEMENTED, WHY DOES HE STILL ADDRESS THIS?

A. It is unclear why Mr. Bradbury continues to make an issue of a decision that occurred through some miscommunication, but that was never implemented. BellSouth has acknowledged that it mistakenly decided and communicated that the feature would be removed from Release 8.0. More importantly, however, immediate action was taken when the situation was brought to Mr. Keith Milner's and my attention. The release occurred as scheduled with all of the parts necessary to allow electronic ordering as requested by AT&T.

I will note, however, that Mr. Bradbury does have one point here that is correct. AT&T had requested this functionality for a specific central office (Atlanta – Peachtree Place), and the Release 8.0 software package that was implemented was intended to allow AT&T's electronically-placed service requests to flow through BellSouth's provisioning systems and generate service orders with the proper information to route AT&T's end users to the unbranded OS/DA option.

Concurrent with – but separate from – the Release 8.0 programming, work was supposed to be done in the Peachtree Place central office that would allow the downstream service orders generated from AT&T's service requests to be worked in the Peachtree Place central office for each end user.

Unfortunately, the programming in the Peachtree Place central office was done incorrectly, which prevented the OS/DA routing from operating as intended. While that is regrettable, and BellSouth would have certainly preferred that it not happen, central offices are nothing but huge computers and when their programming is changed, sometimes there are problems – specifically human error in this situation. Unfortunately, it was the first time that we tried to implement the program, and there was a problem.

The fact that we had a problem, however, does not mean that we have not tried to accommodate AT&T's request with regard to this issue. We are using our best efforts to accommodate AT&T's requests and will continue to do so. Quite frankly, given these circumstances, it is not at all clear what they want the Authority to do with regard to this issue.

Q. PLEASE SUMMARIZE YOUR COMMENTS ON THE OS/DA ISSUE.

A. This issue continues to be a problem for which there seems to be no viable solution that will satisfy AT&T. Mr. Milner once again discusses the issue in his testimony, but the bottom line is that we have furnished AT&T the information necessary to do electronic ordering in the one case where AT&T has indicated a desire to do so. AT&T seems to want something more, which, as Mr. Milner describes, is beyond the pale. Based upon AT&T's requests for documentation and availability of all OS/DA options in all locations, it is clear that AT&T would like for BellSouth to equip all central offices in BellSouth's nine-state region with all of the OS/DA options in the

unlikely event that a CLEC (more precisely, AT&T) *might* want to place orders at any time and at any place. That simply isn't feasible based upon an overall lack of CLEC demand for OS/DA options, nor is it viable from a financial standpoint. While providing OS/DA options on an as-requested basis may not suit all of AT&T's requests, BellSouth nonetheless has a reasonable process for providing OS/DA. AT&T's opinion of what is reasonable for BellSouth to do on a region-wide basis is simply that – its opinion.

I'd like to reiterate from my direct testimony that BellSouth has made that process available to all CLECs, and posted that information on BellSouth's Interconnection Services website via Carrier Notification SN91082004 on November 22, 2000 (Provided as Direct Exhibit RMP-4). Per the instructions in the Carrier Notification, inquiries for this feature may be made to the CLECs' account team representative.

Q. IN HIS SUMMARY ON PAGE 36, MR. BRADBURY ASKS THE AUTHORITY TO ORDER BELLSOUTH TO PROVIDE AT&T WITH SPECIFIC DOCUMENTED METHODS AND PROCEDURES FOR EACH OF THE CUSTOMIZED ROUTING METHODS. DO YOU HAVE COMMENTS ON THAT REQUIREMENT?

A. Yes. As BellSouth provided AT&T with the appropriate methods and procedures for the unbranded option at such time as they made an actual request for BellSouth to provide that option, so, too, would BellSouth provide

the same for either of the other two options based upon the specificity of AT&T's request.

Q. WHAT WOULD YOU LIKE FOR THE AUTHORITY TO DO IN RESPONSE TO AT&T'S ALLEGATIONS?

A. Find that BellSouth has responded to AT&T's change request to implement electronic ordering for OS/DA capability based upon the parameters of its specified project, and the process doesn't require AT&T to place any special indicators on its LSRs. In addition to documentation given to AT&T for this project, BellSouth has also provided instructions on how to obtain other options of OS/DA routing for future requests, and has made that same information available to the general CLEC community. BellSouth believes it has satisfied what Mr. Bradbury outlines in his summary request of this Authority.

Issue 17: Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle at a minimum the following situations:

a) introduction of new interfaces

b) retirement of existing interfaces

c) exceptions to the process

d) documentation, including training

e) defect correction

f) emergency changes (defect correction)

g) an eight-step cycle, repeated monthly

h) a firm schedule for notifications associated with changes initiated by BellSouth

i) a process for dispute resolution including referral to state utility commissions or courts

j) a process for escalation of changes in process

Q. ON PAGE 50 OF MR. BRADBURY'S TESTIMONY REGARDING BELLSOUTH'S CHANGE CONTROL PROCESS ("CCP"), HE CLAIMS THAT BELLSOUTH'S CCP IS INADEQUATE. WOULD YOU PLEASE RESPOND TO THAT CLAIM?

A. Yes. I will start by reiterating BellSouth's position from my direct testimony that the Change Control Process is not a proper issue for arbitration with an individual CLEC before an individual state authority. The CCP covers BellSouth's regional interfaces and processes, and affects a CCP membership of what has grown to approximately 100 CLECs. Collaborative decisions that come from issues submitted to the CCP ultimately affect over 300 CLECs that are currently actively operating in BellSouth's nine-state region (Note: There are over 1,600 commission-approved CLECs around the region). As I stated in my direct testimony on Page 21, our position is supported by the North Carolina Public Service Commission's Staff proposed recommended order from similar arbitration proceedings which states that "this arbitration docket is an inappropriate forum for consideration of

wholesale modifications to the CCP or the CCP document, as proposed by AT&T."

Moving beyond this, however, the issue of the adequacy of BellSouth's CCP also is being addressed by KPMG, the company approved by the Florida and Georgia Public Service Commissions to perform Third Party Testing per the orders of those Commissions. BellSouth believes that determination of adequacy of the CCP can be properly assessed and documented as part of the Third Party Testing process currently taking place in Florida and Georgia.

Q. MR. BRADBURY FURTHER STATES ON PAGE 56 OF HIS TESTIMONY THAT BELLSOUTH'S CCP IS "NOT COLLABORATIVE". WHAT IS BELLSOUTH'S VIEW OF THE COLLABORATIVE NATURE OF THE CCP?

A. The process is clearly "collaborative." It is just not subject to the control of AT&T, which is Mr. Bradbury's real issue. Mr. Bradbury insists that the CCP document Version 2.0 is the appropriate document to discuss in this arbitration, as he states on Page 62 of his testimony. However, while explaining how the Authority should order adoption of AT&T's proposed "red line" Version 2.0, he fails to mention that AT&T's document was later submitted to the CCP formally as a change request (as AT&T should have done earlier, according to the CCP rules regarding changes to the process), and that a decision was made within the CCP (and not just at BellSouth's insistence, as Mr. Bradbury alleges in his footnote on Page 52 of his testimony) to develop a sub-team of CLECs to collectively build upon AT&T's

original proposed changes, and to present a joint CLEC proposal to the total CCP membership. AT&T's regular representative to the CCP agreed to the suggestion, and also agreed to head the effort. What is missing from Mr. Bradbury's testimony is the part about BellSouth having the opportunity to respond to this joint CLEC proposal. It is not clear how BellSouth and the other CLEC's could be acting more "collaboratively". We just aren't doing precisely what AT&T wants, which evidently makes us "non-cooperative."

As I discussed in detail in my direct testimony, BellSouth submitted its proposed changes to CCP document Version 2.0 to the sub-team on December 5, 2000, and that document – which includes both the CLEC-proposed changes and BellSouth's agreement, disagreement or compromise proposal to those changes – is the document that is currently under review by the sub-team. It was provided as Direct Exhibit RMP-18. I will refer to it later in this testimony to show the Authority that AT&T's various claims of inadequacy and non-collaborative process cannot be supported.

In addition to KPMG's Third Party Testing assessment and documentation of BellSouth's CCP, the current sub-team activity suggests that the CLECs *and* BellSouth are interested in working toward solutions and compromises that *improve the current* process and are acceptable to the industry *as a whole*. The point is that the CCP is an evolving process, and BellSouth feels it is more appropriate to look at the current and future direction of the CCP rather than simply acceding to AT&T's demands, which is evidently all that will satisfy AT&T in this regard.

Q. MR. BRADBURY ALSO CLAIMS ON PAGE 56 THAT BELLSOUTH HAS TOTAL CONTROL AND VETO POWER OVER THE CCP, AND "MAY SIMPLY IGNORE THE BUSINESS NEEDS AND WISHES OF THE CLEC COMMUNITY". HOW DO YOU RESPOND TO THIS CLAIM?

A. What he really means is that there isn't a line in the CCP that indicates that whatever AT&T wants, it gets, irrespective of whether the request is reasonable or even concurred in by the rest of the affected CLECs. As part of the CCP's collaborative effort – where consensus is required to make decisions – BellSouth and the CLECs have made a concerted effort to incorporate all reasonable and doable requests for changes. That is reflected in BellSouth's CCP document Version 2.0 (Direct Exhibit RMP-18). AT&T apparently feels that BellSouth has no rights as a stakeholder in this process, and should automatically acquiesce to CLEC requests even if those requests fall outside of BellSouth's obligations under FCC orders, are not doable under BellSouth's current processes, or require BellSouth to make substantial financial investment for a limited potential utilization by the CLEC community as a whole.

BellSouth follows the review process as stated in the CCP guidelines for all change requests submitted by CLECs, and responds via the CCP in what it feels is the appropriate manner, and gives appropriate consideration to each such request. The idea that BellSouth has final veto power is addressed by the CCP guidelines for dispute resolution as I explained fully in my direct

testimony (See Pages 64-65 of Direct Exhibit RMP-18 for BellSouth's proposed wording changes to the existing Dispute Resolution section). Suffice it to say here that the option exists for AT&T or any other CLEC to take a dispute to a higher authority for resolution, if necessary.

Q. MR. BRADBURY CONTENDS ON PAGE 57 OF HIS TESTIMONY THAT BELLSOUTH DID NOT COMPLY WITH A CCP REQUIREMENT THAT "SIZING AND SEQUENCING OF PRIORITIZED CHANGE REQUESTS WILL BEGIN WITH THE TOP PRIORITY ITEMS AND CONTINUE DOWN THROUGH THE LIST UNTIL THE CAPACITY CONSTRAINTS HAVE BEEN REACHED". ARE YOU FAMILIAR WITH THIS SITUATION?

A. Yes. Mr. Bradbury is again referring to Release 8.0, which was implemented on November 18, 2000, and contained several low-priority items, along with several high-priority items. Although some "low-priority items" were included in the release, this in no way impacted whether other high-priority items could have been included. In many instances during major releases, there are changes that can be made with very little expenditure of time and/or money, or without extensive software development. Since the low-priority items are on the list to be worked at some point anyway, it makes perfect sense to include all that can be included without jeopardizing implementation milestones, which would have been the case had BellSouth tried to include too many of the high-priority items. Filling out a release with "easy-to-accomplish" items, even if they are low priority, only makes sense. Release 8.0 could have been implemented without the "low-priority items" but no

additional "high priority" items would have been included as a result. That doesn't make much sense, but is typical of the sort of complaint that AT&T seems intent on making until it finally just gets its own way.

Mr. Bradbury would have this Authority believe that BellSouth does this in an attempt to delay or harm the CLECs' ability to compete, and that simply isn't the case. I will further add that it has long been the procedure to rely on the use of "point" releases (e.g., 8.1, 8.2, etc.) to pick up additional high- and low-priority items without waiting for the next major release (e.g., 9.0, 10.0, etc.).

Q. MR. BRADBURY FURTHER ASSERTS ON PAGE 57 THAT BELLSOUTH "ROUTINELY ELECTS NOT TO COMPLY" WITH THE CCP'S REQUIREMENTS, USING AS AN EXAMPLE THE RELEASE OF ISSUE 9G OF BELLSOUTH'S BUSINESS RULES FOR LOCAL ORDERING, WHICH HE CLAIMS WAS DONE WITH LITTLE ADVANCE NOTICE TO CLECs, THAT BELLSOUTH REFUSED TO WITHDRAW THE CHANGES, AND THAT THE RELEASE CONTAINED PROGRAMMING DEFECTS THAT COULD HAVE BEEN AVOIDED HAD BELLSOUTH MADE THE RELEASE AVAILABLE TO CLECS FOR PRE-TESTING. WHAT IS YOUR RESPONSE?

A. First, let me say that BellSouth does not "routinely" elect not to comply with the CCP's requirements. With that said, it appears that AT&T has managed to identify one situation where BellSouth should have run a release through the CCP and failed to do so. This was Issue 9G of the BellSouth Business

Rules for Local Ordering ("BBR-LO"). We posted the notice on August 31, 2000, to be effective October 2, 2000, thus providing the requisite notice. We did not, however, properly process the matter through the CCP. This occurred simply because the release was primarily intended to correct defects in documentation that had previously been identified and the people responsible evidently thought that since the release was primarily to correct matters that had already been identified as errors, processing it through the CCP again wasn't necessary. However, in addition to the documentation changes, there was one minor software change also included in the release.

Unfortunately, and as AT&T knows, there was a problem with the software change which was corrected soon thereafter. Our rationale for going forward with the release of the documentation changes, which is no excuse for not following the process, was that the documentation changes were corrections to existing documentation, which should not have been anything other than a ministerial task, and was for the purpose of benefiting the CLECs who rely on the documentation that was being corrected. This is not, however, a systemic problem that I am aware of. Given AT&T's penchant for documenting alleged problems, one would assume that if this were a regular and constant problem, they would have reams of examples. I do not believe this is the case. Our company is committed to following the CCP. We have agreed to language that requires us to do so. I wish I could guarantee that we would never make a mistake, but that would simply be unreasonable. We are committed to using our best efforts to make this process work, and we believe that on the whole it does.

Q. STARTING ON PAGE 58 OF HIS TESTIMONY, MR. BRADBURY MAKES A SERIES OF ADDITIONAL ALLEGATIONS THAT BELLSOUTH HAS THE POWER TO IGNORE THE REQUIREMENTS OF THE CCP. WHAT IS YOUR RESPONSE?

A. Mr. Bradbury continues to be obsessed with the notion that BellSouth has total control and power in the CCP, and that just isn't true. Regarding his statement on Page 59 at line 4 that BellSouth "unilaterally decided to establish a new, additional meeting it calls the 'CCP Process Improvement Meeting,'" BellSouth simply made a suggestion that, because of the scope and magnitude of AT&T's change request for changing the CCP document, it should possibly be handled by a CLEC subcommittee. The suggestion (along with the name 'Process Improvement') received the blessing of the CCP, and BellSouth was also invited to participate. As I stated in my direct testimony, AT&T's own CCP representative agreed to facilitate the subcommittee. Since the CCP document affects the entire CLEC community (not just AT&T) as well as BellSouth, the idea of a multi-CLEC subcommittee made absolute sense.

When Mr. Bradbury says at line 20 that BellSouth at the November 1, 2000 meeting "effectively deferred meaningful discussion of CR[0]171 until a meeting to be held on December 7, 2000", he conveniently ignores the fact that it had been agreed that BellSouth would have a chance to review the changes agreed upon by the CLECs at the October 17 and 27, 2000

meetings. He would have the Authority believe that BellSouth had agreed to accept whatever changes were given to BellSouth with no questions asked. Mr. Bradbury even says himself that BellSouth did not receive the document with the changes until November 5, 2000.

At line 13 on Page 60, Mr. Bradbury complains that BellSouth did not respond to the CLECs until late on December 5, 2000. What he apparently does not understand is that all of the changes suggested by the CLECs are not within the decision-making jurisdiction of BellSouth's CCP representatives. It is clear that requests for shortened intervals, for example, can affect a wide range of departments and processes, and determining BellSouth's agreement or disagreement with proposed changes for this example as well as others necessarily requires input from all parties that are involved. BellSouth provided that response as soon as it was able to do so.

On Page 61 at line 9, Mr. Bradbury suggests that BellSouth should have already issued change requests for changes in the existing CCP document Version 2.0 to which it has agreed. While BellSouth might have agreed in principle to certain of the proposed changes, BellSouth has said all along that once the entire set of changes has been jointly agreed upon within the entire CCP (not just between BellSouth and AT&T), it will issue one change request for issuance of the entire revised version of the CCP document. To do otherwise would be unduly burdensome on BellSouth and the CCP change request review process.

Q. ON PAGE 52 OF MR. BRADBURY'S TESTIMONY, HE STATES THAT THE CURRENT CCP "FAILS TO COVER ALL AREAS THAT SHOULD BE INCLUDED IN A ROBUST CHANGE CONTROL PROCESS" PER THE FCC'S GUIDANCE. WHAT IS BELLSOUTH'S OPINION OF COVERAGE OF THE AREAS SPECIFIED BY MR. BRADBURY?

A. BellSouth cannot find one area listed by Mr. Bradbury that isn't covered by BellSouth's CCP document Version 2.0, or any proposed version. He also inexplicably refers to the I-CCP, and regardless of whether he means the original interim CCP or an earlier version of the CCP document, the reference has no relevance in a discussion of the current Version 2.0. Mr. Bradbury also uses the phrases 'does not adequately cover' or 'does not provide an adequate process for' as he delineates the areas that he purports are deficient. Those phrases certainly represent AT&T's highly subjective opinions of those areas of the CCP. However, in spite of AT&T's opinions about the current CCP document, BellSouth firmly believes that the CCP document with both CLEC- and BellSouth-proposed changes (Direct Exhibit RMP-18) that is currently under review by the CCP sub-team will ultimately become the document that best serves the interest of the CLEC community as a whole, as well as BellSouth. The consensus acceptance of the proposed document as the new baseline document should render AT&T's complaints and allegations moot. Moreover, consider this additional point. There are dozens of arbitrations going on around the BellSouth region at this point. AT&T is the only CLEC that is making the CCP an issue in the detail that is being presented here today. The CCP may not meet AT&T's

subjective standards (more of the "not invented here" syndrome, probably), but clearly any number of CLECs are using the system, without the incessant complaining that seems to have become AT&T's hallmark.

Q. BEGINNING ON PAGE 63 OF MR. BRADBURY'S TESTIMONY, HE MAKES ALLEGATIONS REGARDING EACH OF THE SUB-ISSUES OUTLINED AT THE HEAD OF THIS ISSUE SECTION. HOW WILL YOU RESPOND TO EACH SUB-ISSUE?

A. In the preceding answer, I addressed Mr. Bradbury's general statements regarding these sub-issues. As Mr. Bradbury has done beginning on Page 63, I will address each sub-issue in order and with more specificity. Although CCP document Version 2.0 (dated August 23, 2000) is the current operational document, BellSouth believes that it is more instructive and forward-looking to consider the document with both the CLEC- and BellSouth-proposed changes (Direct Exhibit RMP-18). As I mentioned above, this is the document currently under review by the sub-team, and, once concurrence is reached by the CCP on the changes to be adopted, it will become the new operational document. No doubt AT&T would prefer to continue looking only at the August 23, 2000 document and the CLEC-proposed changes in an effort to minimize the amount of collaborative effort put forth by BellSouth in an attempt to better respond to the CLEC community as a whole, but if the Authority is going to look at this document, it ought to look at the most current version or at least at the language that has been agreed to by the majority of the participating CLECs.

I would also like to point out that, although the joint issues matrix agreed upon by AT&T and BellSouth prior to the arbitration contains sub-issues (a) through (k) for Issue 17, Mr. Bradbury has chosen to use his direct testimony to introduce and address additional sub-issues (l) through (o) which were not included in the joint matrix. I will not offer rebuttal to these inappropriate inclusions, and request that the Authority disregard them.

a) Introduction of new interfaces

Q. MR. BRADBURY STATES ON PAGE 64 OF HIS TESTIMONY THAT LANGUAGE PROPOSED BY BELLSOUTH WOULD ALLOW ONLY BELLSOUTH TO DETERMINE WHETHER CHANGES TO NEW INTERFACES SHOULD BE MANAGED UNDER THE CCP DOCUMENT. PLEASE RESPOND.

A. BellSouth's proposed language actually states on Page 56 of Direct Exhibit RMP-18 that changes to new interfaces would, in fact, be managed by the process. Further, any new interfaces deployed by BellSouth will be introduced to the CLEC community as part of the CCP. This is consistent with my statements on Page 53 of my direct testimony.

Q. IN AN EFFORT TO CONVINCE THE AUTHORITY THAT THE DEVELOPMENT AND INTRODUCTION OF NEW INTERFACES SHOULD

FALL UNDER THE CCP, MR. BRADBURY CLAIMS ON PAGE 65 OF HIS TESTIMONY THAT BELLSOUTH HAS ENGAGED IN SECRETIVE DEVELOPMENT OF NEW OSS INTERFACES, SPECIFICALLY BELLSOUTH'S LOCAL NUMBER PORTABILITY GATEWAY AND ITS ASSOCIATED PROCESSES. WHAT IS WRONG WITH HIS CLAIM?

A. Frankly, BellSouth is baffled by Mr. Bradbury's choice of the phrase "secretive development of new OSS interfaces" as he relates it to the Local Number Portability ("LNP") Gateway. I need to work backward with that phrase to show its lack of merit.

First, the LNP Gateway is not an interface, but rather a data communications server – with its own processor and memory – that provides access between processes that use different access protocols. A CLEC would utilize Electronic Data Interchange ("EDI") or Telecommunications Access Gateway ("TAG"), for example, as the actual interface over which to pass LNP service requests to the LNP Gateway. Simply put, the LNP Gateway accepts a stream of data containing information from an incoming local service request ("LSR") for LNP from one of the CLEC interfaces or from a BellSouth representative inputting a manual order. The Gateway then reformats that data into the Telecommunications Industry Forum ("TCIF") standard. From that point, the LNP Gateway serves as the control point for any transmission of additional information regarding that request to and from the CLEC, other downstream BellSouth provisioning systems, and the Number Portability Administration Center ("NPAC"), to name a few.

Secondly, the LNP Gateway is not new. It was established over two years ago as the "back-room" process used to provide number porting capability to the CLECs. Development of the LNP Gateway was prior to the formation of the CCP, and, as a "back-room" system, is not itself technically subject to the CCP.

Thirdly, its development was hardly secret, inasmuch as its development was required in response to regulatory mandates requiring ILECs to provide local number porting capability to CLECs.

BellSouth accepts change requests ("CR") through the CCP for enhancements and/or defect corrections to the *process* of issuing service requests for LNP. Some of those CRs will appropriately affect the LNP Gateway operation.

Q. MR. BRADBURY CONTINUES BY PROVIDING TWO EXAMPLES OF HOW AT&T'S CUSTOMERS HAVE ALLEGEDLY BEEN VICTIMIZED BY SUCH SECRECTIVE DEVELOPMENT. WHAT IS YOUR RESPONSE?

A. The examples of customer problems that Mr. Bradbury provided were the result of failures in two of BellSouth's downstream databases – the Calling Name, or CNAM, database, and ATLAS, the telephone number reservation database. As AT&T knows, both of those databases are common to CLEC and BellSouth's retail operations, and neither is within the scope of the CCP.

Regardless of that fact, however, BellSouth accepts the responsibility to correct ANY database problems that affect ANY customer operations. The point relevant to this discussion, however, is that those repairs and notifications are handled through processes other than the CCP.

b) retirement of existing interfaces

Q. ON PAGE 67 OF MR. BRADBURY'S TESTIMONY, HE INDICATES THAT BELLSOUTH AND AT&T HAVE REACHED AGREEMENT ON A PORTION OF THIS ISSUE. DOES BELLSOUTH AGREE WITH HIS ASSESSMENT?

A. Mr. Bradbury is correct in his assessment of the issue as it relates to BellSouth and AT&T. However, it must be stressed that the CCP Version 2.0 document being presented for discussion as part of this proceeding is a document being used in the collaborative effort of the CCP subcommittee. Thus, the proposed language is an issue for the CCP to render final approval for this CLEC-wide issue.

c) exceptions to the process

Q. MR. BRADBURY STATES ON PAGE 68 OF HIS TESTIMONY THAT AT&T WANTS A DOCUMENTED "EXCEPTION" PROCESS FOR HANDLING TYPE 2-5 CHANGES UNDER UNUSUAL SITUATIONS, AND THAT BELLSOUTH'S PROPOSAL IS UNACCEPTABLE. PLEASE RESPOND.

A. AT&T's desire to have an "exceptions" process is understandable – it would give AT&T an avenue to circumvent the process for all of the special "needs" it devises. In its proposal, AT&T offers no substantive information about what an "exception" might be, and BellSouth strongly believes that all of the situations that may come before the CCP are covered by one of the categories already defined in the process. The process does not need to add terms and/or categories that have no objective criteria to define them, thereby leaving their meaning open to interpretation.

d) documentation, including training

Q. MR. BRADBURY STATES ON PAGE 69 OF HIS TESTIMONY THAT CHANGES WHICH WILL RESULT IN REVISIONS TO THE TRAINING MATERIALS AND JOB AIDS BELLSOUTH PRODUCES FOR CLECS ARE INCLUDED WITHIN THE SCOPE OF THE PROCESS. PLEASE RESPOND.

A. I disagree. As I stated on Page 58 of my direct testimony, documentation defects related to business rules for manual and electronic processes for pre-ordering, ordering and maintenance are part of the CCP, and requests for remedy for such defects can be submitted through the change request process, either by the CLECs or by BellSouth. The development of training materials and job aids for changes to these processes are handled by the appropriate BellSouth training development organization as the interfaces are enhanced through the CCP.

Q. MR. BRADBURY FURTHER MAKES A POINT ABOUT AN EXCEPTION REGARDING BELLSOUTH'S FAILURE TO DOCUMENT ITS TRAINING PROCESS THAT WAS ISSUED BY KPMG AS PART OF THE FLORIDA THIRD PARTY TEST. PLEASE COMMENT.

A. KPMG's Exception 9 dealt with BellSouth's "failure to have documented procedures for CLEC training management practices and program administration." This is different from the actual training materials and courses themselves, and has more to do with documentation issues regarding such subjects as BellSouth's qualification criteria for instructors. In other words, it is not about the training itself, but the types of things that go on behind the scenes. BellSouth is currently formalizing those procedures in response to the Exception, but the current lack of such is in no way preventing CLEC training from being delivered, or otherwise harming the CLEC community.

e) defect correction, and

f) emergency changes

Q. IN HIS TESTIMONY ON PAGE 69, MR. BRADBURY GROUPED THESE TWO CATEGORIES TOGETHER – STATING THAT IT IS APPROPRIATE TO DO SO – AND THAT ADOPTION OF AT&T'S PROPOSED CHANGES WILL PROVIDE A DOCUMENTED DEFECT CORRECTION AND

EMERGENCY CHANGE PROCESS THAT MEETS THEIR NEEDS. DO YOU AGREE WITH THAT?

A. Not entirely. As I stated in my direct testimony on Page 59, it was BellSouth's understanding that the issue regarding the definition of a defect had been resolved after the addition of language which addressed AT&T concerns. Evidently AT&T's concerns continue to "evolve" as BellSouth responds to AT&T's comments. In fact, BellSouth continues to work to incorporate more of AT&T's suggested additions to the defect definition regarding requirement defects.

BellSouth believes a process currently exists within the CCP to deal with true emergencies, which are defined as system outages (Type-1 System Outage). For the type of "emergency" to which AT&T refers – a high-impact defect – BellSouth has proposed an interval of two (2) business days to develop and validate a workaround to remedy those situations (See Direct Exhibit RMP-18, Page 47, under Type-6 process flow). This represents an improvement from the current four- (4) day interval. From the point of development of a workaround, implementation of a true fix for the validated high-impact defect would occur within a 4-to-25-business-day range, with BellSouth committing to provide its best effort to minimize the interval.

Mr. Bradbury further states on Page 70 that the "Draft Expedited Feature Process" proposed by BellSouth is applicable neither to defect correction nor emergency changes. That would be appropriate, since the latest BellSouth-

proposed expedited feature process (Pages 37-41 of Direct Exhibit RMP-18) is in response to the CLECs' request that the expedited feature process be separated from the defect correction (Type-6) process.

g) an eight-step cycle, repeated monthly

Q. MR. BRADBURY STATES IN HIS TESTIMONY ON PAGE 71 THAT AT&T CONCURS WITH THE NUMBER AND SEQUENCE OF STEPS CONTAINED IN BELLSOUTH'S PROPOSED CCP DOCUMENT VERSION 2.0, FOR TYPES 2-5 CHANGE REQUESTS, BUT SAYS THAT AT&T STILL CONTINUES TO REQUEST REDUCED CYCLE TIMES. HOW DO YOU RESPOND?

A. BellSouth understands that AT&T has concurred in the number and sequence of steps now before the CCP for consideration. BellSouth has also made its own proposals in regard to the cycle times requested by AT&T in Mr. Bradbury's testimony on Page 71, and, as is the case with the CCP document as a whole, BellSouth's proposals are being reviewed within the CCP.

While AT&T requests a reduction from 20 days to 10 days in the cycle time to review change requests for acceptance, BellSouth has responded that it feels that 20 days continues to be a reasonable and appropriate cycle time in order to review the potential impact on other systems, manual processes, documentation and training. Other steps include determining if a change request already exists, determining if it is a CLEC training issue, or

determining if the request meets the criteria for an expedited feature. BellSouth wants to ensure that appropriate front-end planning occurs in order to minimize the possibility of defects later

The second cycle time Mr. Bradbury addresses involves a reduction from 30 to 25 days for the internal change management process step – the step where BellSouth and the CLECs analyze impacts, sizing efforts, etc., for change requests that have passed the CCP change request review process and have been designated as candidates for implementation. BellSouth has proposed a more workable solution (as outlined on Pages 54-55 of Direct Exhibit RMP-18), since experience has shown that release schedules may not coincide with the 30- or 25-day interval. BellSouth has proposed that this step occur three-to-four months prior to a release – at the Release Package Meeting – in an effort to allow consideration and re-prioritization of new and/or non-scheduled change requests, without jeopardizing release milestones.

h) a firm schedule for notifications associated with changes initiated by BellSouth

Q. MR BRADBURY STATES ON PAGE 73 OF HIS TESTIMONY THAT BELLSOUTH HAS REFUSED TO PROVIDE CLECS WITH DRAFT SPECIFICATIONS RELATED TO BELLSOUTH-INITIATED CHANGES. IS THAT TRUE?

A. Definitely not. It is more likely that AT&T didn't receive specifications as early as it would have liked. However, in BellSouth's proposed changes to CCP document Version 2.0 (Direct Exhibit RMP-18, Page 22) still under review, BellSouth has addressed the notification schedule. BellSouth's proposed changes are as follows: user requirements for software releases (90 and 45 days advance notification for draft and final requirements, respectively); new Telecommunications Industry Forum ("TCIF") mapping (180 days advance notification for implementation release date, and 120 and 60 days advance notification for draft and final requirements, respectively); and retirement of interfaces (120 days advance notification for the retirement of old *versions* of interfaces).

In addition to these software- and system-related notifications, BellSouth has also proposed to provide *all* documentation 30 days in advance of the implementation of a change, whether system-affecting or non-system-affecting. Previously, non-system-affecting documentation changes were provided five (5) days in advance.

i) a process for dispute resolution including referral to state utility commissions or courts

Q. ACCORDING TO MR. BRADBURY'S TESTIMONY ON PAGE 73, THIS SUB-ISSUE SEEMS TO BE SATISFIED BETWEEN AT&T AND BELLSOUTH. DO YOU AGREE?

A. Yes, but it would appear that Mr. Bradbury's statement negates his own claim that BellSouth has total control and veto power over the CCP, as he claimed on Page 55 of his testimony, and as discussed earlier in this rebuttal.

j) a process for escalation of changes in process

Q. IN HIS TESTIMONY ON PAGE 74, MR. BRADBURY REFERS TO SPECIFIC INTERVALS THAT AT&T HAS ADDED FOR VARIOUS STEPS OF THE ESCALATION PROCESS. DO YOU OFFER ANY REBUTTAL FOR THIS SUB-ISSUE?

A. Not per se, but I would like to inform the Authority that BellSouth has made its own proposal for reasonable and doable intervals for the escalation process as outlined in Direct Exhibit RMP-18, Pages 58 and 62, for consideration by the CCP sub-team. In summary, BellSouth has proposed the following:

Type-1 issues:	1-day turnaround
Types 2-5 issues:	5-day turnaround
Type-6 High Impact issues:	2-day turnaround
Type-6 Medium and Low Impact issues:	5-day turnaround
Types 4-5 Expedite Process issues:	3-day turnaround

k) a process for changing the process

Q. MR. BRADBURY ASSERTS ON PAGE 74 OF HIS TESTIMONY THAT NO PROCEDURE FOR AMENDING OR CHANGING THE CCP ACTUALLY EXISTS IN THE CURRENT CCP DOCUMENT. DO YOU AGREE?

A. No. As I stated in my direct testimony, Section 9.0 of the existing CCP Version 2.0 document does have instructions for requesting changes to the CCP. While I can agree with AT&T that some changes to this section are under consideration by the CCP, I'd like to remind Mr. Bradbury that AT&T itself did not adhere to the existing policy of submitting a change request when it first proposed the sweeping changes proposed in its initial marked-up version of the CCP document. Only after a request from the CCP to do so did AT&T submit change request CR0171 as a request to change the process.

Q. IN LIGHT OF MR. BRADBURY'S OVERALL ALLEGATIONS OF INADEQUACY AND THE NON-COLLABORATIVE NATURE OF BELLSOUTH'S CCP, WHAT WOULD BELLSOUTH LIKE FOR THE AUTHORITY TO RULE REGARDING THE CCP?

A. First, BellSouth would like the Authority to conclude that this matter should be left to the collaborative process that BellSouth has shown to exist. Second, as the Florida and Georgia Commissions have ordered Third Party Testing, BellSouth proposes that the Authority allow that process to determine the adequacy of the CCP, if it has any concerns about simply leaving the matter to

the existing CCP process. Finally, if the Authority wants to go further, BellSouth requests that the Authority view BellSouth's proposed changes to the CCP document Version 2.0 as the appropriate changes that should be made to the existing CCP process.

Issue 18: What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided?

Q. IN HIS TESTIMONY ON PAGES 79-84, MR. BRADBURY CLAIMS THAT BELLSOUTH HAS YET TO PROVIDE AT&T WITH OSS FUNCTIONALITY TO SUPPORT THE QUALITY OF SERVICE ENJOYED BY BELLSOUTH'S RETAIL CUSTOMERS, SPECIFICALLY AS IT REGARDS: A) PARSED CUSTOMER SERVICE RECORDS; B) THE ABILITY TO SUBMIT ORDERS ELECTRONICALLY FOR ALL SERVICES AND ELEMENTS; AND, C) ELECTRONIC PROCESSING AFTER ELECTRONIC ORDERING, WITHOUT SUBSEQUENT MANUAL PROCESSING BY BELLSOUTH PERSONNEL. HOW DO YOU PROPOSE TO RESPOND TO THESE CLAIMS FOR EACH SUB-PART?

A. Even though BellSouth continues to believe that this whole issue is inappropriate for this arbitration because it is being addressed within the CCP, I will address each of the sub-parts in the same order as Mr. Bradbury has.

Sub-Part A) Parsed Customer Service Records

Q. ON PAGES 81 AND 82 OF HIS TESTIMONY, MR. BRADBURY CLAIMS THAT BELLSOUTH SHOULD PROVIDE PARSED CUSTOMER SERVICE RECORDS FOR PRE-ORDERING PURSUANT TO INDUSTRY STANDARDS, AND THAT AT&T MUST RE-ENTER THE SAME DATA WHEN ORDERING, WHICH TAKES TIME AND COSTS EXTRA MONEY. DO YOU AGREE?

A. No, I do not. As I presented in great detail in my direct testimony on Pages 71-78, AT&T has the ability to parse customer service records ("CSRs") to the sub-line level that it wants by doing the parsing on its side of the interface. BellSouth provides the same data stream of CSR information to CLECs –via the machine-to-machine Telecommunications Access Gateway ("TAG") pre-ordering interface – which BellSouth provides to its retail units. As detailed in my direct testimony, TAG is based on the Common Object Request Broker Architecture ("CORBA") industry standard. Further, as stated on Page 72 of my direct testimony, the FCC has contradicted AT&T's interpretation of the Bell Atlantic New York order by saying that "we have not previously stated that a BOC ["Bell Operating Company"] must perform parsing on its side of the interface." (AT&T Texas I Dalton/DeYoung Decl. at Para. 95) If AT&T feels that it takes time and costs extra money for its service representatives to re-enter data, perhaps that time and money should be invested in developing the parsing capability on its side of the interface, as it is capable of doing.

With that said, and even though BellSouth's current position has been supported by the FCC, an AT&T change request (TAG0812990003) for parsed CSRs is currently being processed within the CCP, which is the appropriate avenue and process for such a request. Because AT&T is trying to use this arbitration proceeding to gain an Authority ruling (thereby circumventing the CCP), mention of this change request has been conveniently avoided by Mr. Bradbury.

However, as I mentioned in my direct testimony on Page 75, there is a CCP sub-team devoted to processing this change request. Comments from the CLECs regarding the sub-team activity that has taken place since mid-November are due by January 10, 2001, and a conference call has been scheduled for mid-January 2001 to review the project and the implementation timeline.

Sub-Part B) Electronic Ordering of All Services and Elements

Q. ON PAGES 82 & 83 OF HIS TESTIMONY, MR. BRADBURY CLAIMS THAT BELLSOUTH RETAIL UNITS CAN PLACE ELECTRONIC ORDERS FOR EVERY SERVICE AND PRODUCT THAT IT PROVIDES ITS CUSTOMERS. PLEASE COMMENT.

A. It is inappropriate to compare BellSouth's retail interfaces for submitting service requests for complex orders – which utilize a legacy system that is not compatible with the industry-standard LSR format – to that of a CLEC issuing

a complex order via the LSR industry-standard format. The issue is one of translations of an LSR-formatted request to a format that can be accepted by BellSouth's Service Order Communications System ("SOCS") for provisioning by further downstream BellSouth OSS legacy systems. The interfaces utilized by BellSouth's retail units do not have to deal with this translations issue because the service requests are built in a SOCS-compatible format.

Mr. Bradbury's testimony also suggests that it is a simple matter for BellSouth to electronically input *any* order for a BellSouth retail customer, and that is not the case. While the ultimate electronic input for a BellSouth retail complex order may be the result of a "single employee" typing it, as he states on Page 86, requests for complex services are actually the result of a team of employees working to develop the information necessary for that "single employee" to input the service request. That team might include the account team, system designers, network specialists and other subject matter experts required for input of information to the order. Once that team has done its collective work, and the BellSouth service representative has "gathered and arranged all of the information" (to quote Mr. Bradbury), it is then typically written on a paper service order form. It is from that form that a "single employee" inputs the order utilizing the Regional Ordering System ("ROS") interface, for example, for a business transaction. ROS then transmits the SOCS-compatible formatted order and distributes it to the downstream provisioning systems.

For CLECs placing a complex services request, the process is substantially similar. It is still a team effort, but involves CLEC personnel along with BellSouth account team representatives, system designers or other BellSouth subject matter experts. Once the order information has been "gathered and arranged" by the CLEC, it is then handed off via the LSR process to BellSouth's Local Carrier Service Center ("LCSC"). This process requires the CLEC to fill out an LSR for the requested service. It is from this LSR that the BellSouth LCSC representative inputs the request to the Direct Order Entry ("DOE") system. In other words, at that point, a "single employee" types the order into DOE, which in turn puts the information into a SOCS-compatible format, and distributes the order to the same downstream service order and provisioning systems as does the BellSouth retail order process. This process provides ordering for CLECs in substantially the same time and manner as does the process for BellSouth retail units.

Q. MR. BRADBURY ALSO CLAIMS ON PAGE 83 THAT BELLSOUTH HAS CONTINUALLY REFUSED TO PROVIDE FULLY ELECTRONIC ORDERING CAPABILITY TO CLECS, THUS REDUCING THE CLECS' ABILITY TO COMPETE. HOW DO YOU RESPOND?

A. AT&T has not issued a change request asking for the electronic submission of all Local Service Requests ("LSRs"), so it is unclear to BellSouth how AT&T can say that BellSouth has continually refused that capability. Because BellSouth adheres to the guidelines of the CCP, BellSouth doesn't recognize

a request for change to its OSS unless the formal request comes through the CCP.

I would also like to reiterate my statement from my direct testimony that nondiscriminatory access does not require that all LSRs be submitted electronically, and that BellSouth's processes are in compliance with the Telecommunications Act and the FCC rulings in that regard. AT&T's contention that the competitive ability of CLECs is compromised because all LSRs cannot be submitted electronically is unfounded and unsubstantiated.

Q. CAN YOU HELP PUT THIS ISSUE IN PERSPECTIVE BY DISCUSSING THE PERCENTAGE OF ORDERS THAT ARE SUBMITTED ELECTRONICALLY BY CLECS AS OPPOSED TO MANUAL SUBMISSIONS?

A. Yes. As a point of reference, in October 1999, a total of 214,641 Local Service Requests (LSRs) were processed by BellSouth. Of that total, 103,123 (48%) were submitted manually and 111,518 (52%) were submitted electronically. As of October 2000, one year later, LSR total submissions had grown by 84% to 393,795. However, in October 2000, only 12% (47,961 LSRs) were submitted manually and 88% (345,834 LSRs) were submitted electronically. The facts speak for themselves. The CLEC community as a whole has found the deployment of the electronic interfaces to be effective and the vast, vast majority of all orders are submitted electronically at this time. While everyone would like 100% of orders to be submitted

electronically, because BellSouth's personnel have to be involved when an order is submitted manually, as well as the CLEC personnel, it is unreasonable to expect that every order will be electronically submitted anytime in the immediate future. Such a requirement would make no sense and should not be imposed on BellSouth.

Sub-Part C) Electronic Processing after Electronic Ordering without Subsequent Manual Processing by BellSouth Personnel

Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF AT&T'S POSITION ON SUB-PART C?

A. As I understand this issue, AT&T is requesting that all complete and correct LSRs submitted electronically flow through BellSouth systems without manual intervention.

Q. WHAT IS BELLSOUTH'S POSITION ON SUB-PART C?

A. Nondiscriminatory access does not require that all LSRs be submitted electronically and flow through BellSouth's systems without manual intervention.

Q. WHAT IS FLOW-THROUGH?

A. Flow-through for a CLEC LSR occurs when the complete and correct electronically-submitted LSR is sent via one of the CLEC ordering interfaces (EDI, TAG, RoboTAG, or LENS), flows through the mechanical edit checking and LESOG system, is mechanically transformed into a service order by LESOG, and is accepted by the Service Order Control System ("SOCS") without any human intervention.

Q. HAS ANY CLEC SUBMITTED A CHANGE REQUEST REGARDING THIS ISSUE TO THE CCP?

A. No. To BellSouth's knowledge, no such change request has been submitted to the CCP. As I have discussed previously, BellSouth's position is OSS issues subject to the CCP are not appropriate for this arbitration. AT&T is attempting to avoid the CCP. All requests for enhancements to BellSouth's electronic and manual interfaces should be submitted via the CCP.

Q. IS IT FEASIBLE FOR LSRS FOR ALL COMPLEX SERVICES TO BE SUBMITTED ELECTRONICALLY AND FLOW THROUGH THE BELLSOUTH SYSTEMS?

A. No. As I discussed in sub-part (B), many of BellSouth's retail services, primarily complex services, involve substantial manual handling by BellSouth account teams for BellSouth's own retail customers. The orders at issue here are those that the CLEC may submit electronically, but fall out by design. In most cases these orders are complex orders. For certain orders, BellSouth

has, for the ease of the CLEC, allowed them to be submitted electronically even though BellSouth then manually processes such orders. The specialized and complicated nature of complex services, together with their relatively low volume of orders as compared to basic exchange services, renders them less suitable for mechanization, whether for retail or resale applications. Complex, variable processes are difficult to mechanize, and BellSouth has concluded that mechanizing many lower-volume complex retail services would be imprudent for its own retail operations, in that the benefits of mechanization would not justify the cost. Because the same manual processes are in place for both CLEC and BellSouth retail orders, the processes are competitively neutral, which is exactly what both the Act and the FCC require.

Q. DO COMPLEX ORDERS PROCESSED ON BEHALF OF BELLSOUTH REQUIRE MANUAL INTERVENTION?

A. Yes. As previously described herein and in my direct testimony, in the case of service requests for complex services by CLEC or BellSouth end users, there are systems designers and consultants involved in the work flow between the CLEC or BellSouth representative who take the service request and the person who inputs the service order into the system. These designers and consultants clarify and expand on the information from the end user customer as necessary to prepare the order for input. Therefore, complex orders, even those that can be submitted electronically, do not flow through because there is significant manual intervention – the amount of

which varies from order to order – between the time order information is taken by the CLEC or BellSouth representative and before the order is input.

Q. ARE THERE OTHER REASONS FOR ORDERS TO FALLOUT BY DESIGN THAN BEING A COMPLEX SERVICE?

A. Yes. There are appropriate categories other than complex services for an LSR to fallout by design for manual handling. All of these categories have been identified in the Service Quality Measurements Performance Reports document for the Percent Flow-Through Service Requests (Summary). The document can be found at the password protected BellSouth Performance Measurements Report website (https://pmap.bellsouth.com/clec_specific_reports.cfm). One situation in which it makes sense for LSRs to fall out by design is the result of the decision not to program the Local Exchange Service Order Generator ("LESOG") to handle a certain capability in advance of standards – e.g., partial migrations for other than conversion-as-is – or for products and services for which CLECs order very low volumes. In cases of special pricing plans that are unique to each CLEC, no automatic service order generation is possible for such orders. Another example is when a CLEC (or BellSouth) submits a service request before the new telephone number for the end user has been posted to the billing system; in those situations the request will appropriately fall out for manual handling.

Q. ON PAGES 89-99 MR. BRADBURY DISCUSSES THE ALLEGED IMPACT OF DESIGNED MANUAL FALL OUT AND BELLSOUTH-CAUSED SYSTEM FAILURES. DO YOU AGREE WITH HIS ASSESSMENT?

A. No. This is the part of his testimony where Mr. Bradbury purports to use numbers and figures to show the problems he asserts are raised by this issue. Unfortunately, Mr. Bradbury has presented an elaborate, but inconclusive approach utilizing regional flow-through data and it has led him to the wrong conclusion. To better understand BellSouth's performance one must "peel the onion" back and look at detail into the numbers and actual LSRs submitted. Mr. Bradbury's process does not do so. In all fairness, I have to say that in order to be thorough, which Mr. Bradbury was not, one has to look at the actual data underlying the results that are reported. Mr. Bradbury obviously does not have access to this data and it is appropriate that he does not since it involves information germane to other CLECs. Nevertheless, his conclusions based on incomplete data are wrong and misleading and that is why he should speak only to AT&T's experiences and supporting data if he wants to make comments in this area.

Q. DO YOU AGREE WITH MR. BRADBURY'S PRESENTATION OF THE DATA IN HIS ANALYSIS?

A. No. Mr. Bradbury has intentionally misrepresented the data for the month of October 2000 to more favorably reflect his point of view in what is already a faulty analysis process. Specifically, Mr. Bradbury has taken the data

reflected in the report column for "Pending Supps" and added this to the data reflected in the report column for "Total Manual Fallout" and used this sum as the amount for Total Manual Fallout. Attached, as Exhibit RMP-1, is the PERCENT FLOW-THROUGH SERVICE REQUESTS report for October 2000. This is commonly referred to as the 'flow-through' report and is made available publicly via BellSouth's performance measures website. Please refer to page 21 of this report. On this page you will note the summary information which as noted at the top of the page is for the 'BUSINESS DETAIL'. Now please compare this to Exhibit JMB-30 filed in Mr. Bradbury's direct testimony. On page 3 of Mr. Bradbury's exhibit, the last 3 columns represents a snapshot of some of the summary data from page 21 of the flow-through report. A comparison of the data is noted below.

Exhibit JMB-20	Flow-through Report	Manual Fall Out
LENS	2,676	2,440
TAG	500	483
EDI	1,083	969

The difference in the amounts can be found in the 'Pending Supps' column of the flow-through report. That column reflects the following:

	Pending Supps
LENS	236
TAG	17
EDI	114

Q. WHAT ARE 'PENDING SUPPS'?

A. Pending Supps is short for Pending Supplements. A Pending Supplement is the result of a LSR that has been submitted by a CLEC being changed (supplemented) by the CLEC prior to acceptance by BellSouth. It results in the initially submitted LSR going into a pending status as the mechanical systems have recognized the subsequent LSR submittal. The LSR in the pending status will eventually be mechanically deleted by the system. These deleted LSRs are being categorized for purposes of flow-through as Pending Supps.

Q. HAS BELLSOUTH ALWAYS HAD THE CATEGORY 'PENDING SUPPS' ON THE FLOW-THROUGH REPORT?

A. No. This was a new category added with the September 2000 report.

Q. WHAT PROMPTED THIS CHANGE TO THE REPORT?

A. This is the result of an exception as part of the Third Party Testing being conducted in Georgia. KPMG[1] identified this as an exception during their reconciliation of the flow-through report. Initially these pending LSRs were being identified as a CLEC error. As a result of the KPMG Third Party

[1] KPMG Consulting, LLC provides oversight of Third Party ordered by the Georgia Public Service Commission to determine whether BellSouth's provision of access to OSS functionality enables and supports CLEC entry into the local market.

Testing exception, BellSouth re-categorized these LSRs as a BellSouth caused error. However, KPMG did not agree with that categorization as it was felt these LSRs were not an error on the part of the CLEC or BellSouth. Instead, these LSRs are just a part of the process. So a new category (Pending Supps) was created to properly categorize the LSRs.

Q. SO THESE 'PENDING SUPPS' LSRS HAVE NEVER BEEN COUNTED AS PART OF 'TOTAL MANUAL FALLOUT' FOR FLOW-THROUGH?

A. That is correct. As I just described, these LSRS at one time were CLEC errors and then were re-categorized as BellSouth errors, but they have never been categorized as 'Manual Fallout'.

Q. WAS THIS CHANGE TO THE FLOW-THROUGH REPORT COMMUNICATED TO THE CLECS?

A. Yes. As previously stated, the monthly flow-through report is made available publicly to the CLECs via BellSouth's performance measures website. With the posting of this report in September, a notice of this change was also posted to the performance measures website.

Q. ARE THERE OTHER ISSUES WITH MR. BRADBURY'S ANALYSIS OF THE FLOW-THROUGH REPORT DATA?

A. Yes. Using October 2000 as an example, there were 325,034 LSRs [2] submitted electronically to BellSouth. To understand this data and the impact it has on flow-through, one must have a thorough understanding of the individual CLEC data comprising the total.

Q. CAN YOU ILLUSTRATE WHY LOOKING AT INDIVIDUAL CLEC DATA IS NECESSARY FOR A THOROUGH ANALYSIS AND UNDERSTANDING OF MR. BRADBURY'S EXAMPLE?

A. Yes. For sake of illustration let us use the PERCENT FLOW-THROUGH SERVICE REQUESTS (BUSINESS DETAIL) report for October 2000. The specific report used for this discussion is attached as Exhibit RMP-1. Pages 17 – 21 are the pages specific to the business flow-through report.

By conducting a detailed review of the report, one can identify 145 users[3] of the LENS electronic interface based on the number of individual horizontal lines of data presented. There are also 5 users of the EDI interface and 18 users of the TAG interface. From further review it can be determined that there were 7 users of LENS that submitted 500 or more LSRs. I will refer to these as the seven dominant users of LENS. For EDI there is only one dominant LSR volume user of EDI and for TAG there are two dominant LSR volume users. For LENS the seven dominant users submitted 5,412 LSRs.

[2] PERCENT FLOW-THROUGH SERVICE REQUESTS (DETAIL), October 2000 report at page 10, total reflected for "TOTAL INTERFACES" row in "Total Mech LSRs" column, Exhibit RMP-1.

[3] I have used the term 'user' instead of 'CLEC' when making reference to a horizontal line of data represented on the flow-through report. This is because each line of data represents an Operating Company Number ("OCN") and some CLECs have multiple OCNs. Thus, on the flow-through report two or more users may represent a CLEC's total data.

That accounted for 40% of the total business resale LSRs submitted and 50% of the volume for the LENS interface alone. For EDI the one user submitted 1,623 LSRs. That accounted for 12% of the total business resale LSRs submitted and 99% of the volume for the EDI interface. For TAG, the dominant users submitted 777 LSRs. That accounted for 6% of the total resale business LSRs submitted and 66% of the volume for the TAG interface. The combination of these ten users represents 57% of the overall business resale LSR volume submitted via the electronic interfaces. This is over one-half of the electronic LSR business resale submissions.

The data presented above is summarized in the following table.

	Total LSRs Electronically Submitted	Total Number of Users	Number of Dominant Users	LSRs Submitted by Dominant Users	Percent of LSRs by Electronic Interface	Percent of Total LSRs Electronically Submitted
LENS	10,826	145	7	5,412	50%	40%
EDI	1,644	5	1	1,623	99%	12%
TAG	1,180	18	2	777	66%	6%
Total	13,650	168	10	7,812	N/A	57%

Q. WHAT IS THE SIGNIFICANCE OF TEN USERS COMBINING FOR OVER ONE-HALF OF THE LSR BUSINESS RESALE VOLUME?

A. Obviously when such a large percentage of the volume comes from such a small number of the users, then the overall results for that area will be

skewed by the performance of those few users. That is specifically the case for this situation.

Q. ARE THERE OTHER DATA WITH RESPECT TO THESE USERS THAT HAVE IMPACT ON THE OVERALL RESULTS?

A. Yes. These same ten users combine for 2,619 LSRs that fall out by design for manual processing. That represents 67% of the total manual fall out. For their respective electronic interfaces, the seven users of LENS account for 53% of the manual fall out for the LENS interface, the user of EDI accounts for 99% of the manual fall out for the EDI interface, and the two users of TAG account for 73% of the manual fall out for the TAG interface.

Q. IS THERE A SPECIFIC REASON THESE CERTAIN USERS ARE EXPERIENCING SUCH A HIGH MANUAL FALL OUT?

A. Yes. Once again the data is private and proprietary, but this fact goes to demonstrate how incomplete knowledge can lead to incorrect conclusions. Without identifying the users or providing any identifying or proprietary information, I can state that the majority of the manual fall out for two of the ten dominant users is the result of one particular service which they resell to their end users. I know this as I personally reviewed their situation for this analysis.

Q. HAS BELLSOUTH DONE ANYTHING TO THE FUNCTIONALITY OF THE ELECTRONIC INTERFACES SPECIFIC TO THE SERVICE IN QUESTION?

A. Yes. With the January 14, 2000 implementation of Release 6.0 of EDI and Releases 3.0 and 3.1 of TAG (available for System Readiness Testing on December 18, 1999), functionality was made available for this particular service to flow through BellSouth's systems. In other words, the service in question no longer falls out by design for manual handling.

Q. SINCE THESE RELEASES WERE IMPLEMENTED IN JANUARY 2000, WHY ARE THESE USERS STILL EXPERIENCING SUCH A RATE OF MANUAL FALL OUT?

A. This result is because these users have yet to implement these releases. The timing of release implementation is controlled by the CLEC based on its individual business needs and decisions. Obviously anyone reviewing the public data would not know this and therefore could draw the wrong conclusions from the public data, as Mr. Bradbury did. This points, of course, to the need to be careful what conclusions you draw from incomplete information.

Q. WOULD THERE BE ANY DIFFERENCE IN THE RESULTS BASED ON MR. BRADBURY'S PROCESS HAD THESE USERS IMPLEMENTED THE RELEASES?

A. Yes. The results would reflect a difference. To illustrate I have used a conservative figure of 50% of the manual fallout reflected in the flow-through just for these two users being able to flow through the systems. This is based on the assumption that these users implemented the Release 6.0 of EDI and Releases 3.0 and 3.1 of TAG. It also applies the assumption just as Mr. Bradbury did in his assessment that the users submitted service requests with absolutely no input errors. The results for the business resale for the EDI and TAG interfaces would change as noted below. Note that I have changed the AT&T results for 'Manual Fall Out' to properly represent the numbers by subtracting the 'Pending Supps' LSRs for the reasons described earlier in my testimony.

	Assessment by AT&T		Assessment by BellSouth	
	TAG	EDI	TAG	EDI
Total Mech LSRs	1180	1644	1180	1644
Manual Fall Out	483	969	337	488
Validated LSRs	445	447	592	928
BellSouth Caused System Failure	128	113	128	113
Flow-through Issued SOs	257	250	404	731
% Manual Fallout – LSRs	41%	59%	29%	30%
% BellSouth System Failure – LSRs	11%	7%	11%	7%
% BellSouth System Failure – VLSRs	29%	25%	22%	12%

% Total BellSouth Fallout + Failure – LSRs	52%	66%	39%	37%
% Maximum One-Touch CLEC Orders	47%	27%	59%	57%

Once again, this chart is for illustrative purposes only to show the impact of a failure to properly analyze the relevant data. As I stated above, this chart represents the impact of LSRs submitted by only two CLECs. This chart is in no way indicative of the actual October 2000 flow-through results.

Q. WHAT IMPACT WOULD THE ABOVE ILLUSTRATION HAVE ON THE BUSINESS RESALE FLOW-THROUGH RESULTS AS REPORTED BY BELLSOUTH FOR OCTOBER 2000?

A. For EDI business resale the results would have improved to 86.6% from the currently reported result of 68.9%. For TAG the result would have improved to 75.9% from the currently reported 66.8%.

Q. ARE THERE OTHER DATA THAT INFLUENCES THE FLOW-THROUGH RESULTS THAT MR. BRADBURY DID NOT CONSIDER FOR HIS ANALYSIS?

A. Yes. The above reflects the impact on only one area – business resale flow-through. Even for this one area in my analysis, I gave no consideration to the few CLECs that dominate the LSR volume submitted via the LENS interface. As previously stated, there are seven (7) users of the LENS interface that contribute to 40% of the total LSR submissions for business resale and

another 34% of the total manual fallout. These seven users represent 50% of the LENS business resale volume and 53% of the LENS manual fallout. One can combine these seven with the one dominant user of EDI and the two dominant users of TAG discussed earlier and easily conclude that 10 of 168 users (6% of the users) of electronic interfaces drive the flow-through results. Once again, these 10 combined for business resale LSRs that accounted for over one half (57%) of the volume submitted during the month of October 2000. If further analysis of these seven LENS users and the other two users of TAG were conducted, it would obviously impact the results further from what I have previously presented. Similar correlation can be made to the UNE and LNP flow-through reports, as there were sixty-four (64) users of the electronic interfaces for UNE LSRs and twenty (20) for LNP in October 2000. One user accounted for 80% of the UNE LSR submissions and two users accounted for 66% of the LNP LSR submissions.

Q. PLEASE SUMMARIZE CONCLUSIONS FROM YOUR ASSESSMENT.

A. A small number of CLECs are the dominant volume users of the electronic interfaces. Therefore, the flow-through results of these few CLECs skews the overall results. If these CLECs do not implement the latest software in which BellSouth has implemented the CLEC requested features, the overall results will not properly represent the current state of functionality capabilities existing for the electronic interfaces. That is the situation that exists today.

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS FOR ISSUE 18.

A. I will summarize Issue 18 as follows:

1) Issue 18 is not appropriate for this arbitration.

2) A Change Request is pending in the CCP for a subparsed CSR. This is an active element before the CCP and will be resolved there.

3) Nondiscriminatory access does not require that all LSRs be submitted electronically. Some of BellSouth's services, primarily complex services, require involve manual handling.

4) BellSouth is providing nondiscriminatory access for CLECs to its OSS functions. Nondiscriminatory access does not require that all LSRs be submitted electronically and flow through BellSouth's systems without manual intervention.

Issue 19: Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA?

Q. ON PAGE 104, MR. BRADBURY STATED THAT "FOR MANY (BUT NOT ALL) SERVICES ASSOCIATED WITH A TELEPHONE NUMBER, BELLSOUTH OFFERS ACCESS TO ITS PROPRIETARY TROUBLE ANALYSIS FACILITATION INTERFACE (TAFI)". DO YOU AGREE?

A. No. The CLEC can use TAFI to enter a trouble report for ALL telephone number- (TN) based services. The objective of TAFI is to 'screen' (test,

analyze, repair or route) each trouble report before entering the report into the LMOS. As pointed out in Section 3.2 (Limitations) of the CLEC-TAFI User Guide (Issue 5), there are a few TN-based services that TAFI does not screen. However, the user can still enter the report and manually route it to a Maintenance Administrator for screening. This functionality is exactly the same for the version of TAFI used by BellSouth's retail units. (Note: Section 3.2.1 of the Guide indicates that stand-alone UNE ports are not supported in TAFI. This item is now inventoried in LMOS and supported by TAFI, and the next issue of the Guide will remove this statement.)

Q. ON PAGE 105, MR. BRADBURY PRESENTS HIS ARGUMENT THAT NEITHER TAFI NOR ECTA PROVIDES NONDISCRIMINATORY ACCESS TO BELLSOUTH'S OSS FOR MAINTENANCE AND REPAIR. DO YOU AGREE WITH HIS ASSESSMENT?

A. No. The Telecommunications Act requires ILECs to provide CLECs with the ability to enter trouble reports into the ILECs' OSS in substantially the same time and manner as is enjoyed by the ILECs' personnel entering trouble reports into the OSS. Thus, 'same time' equates to response time, and 'same manner' equates to access to the same functionality. The response time and functionality of CLEC-TAFI is the same as the version of TAFI used by BellSouth's retail units. (Actually the CLEC-TAFI functionality is superior to BellSouth's TAFI since it can process both Residence and Business trouble reports on the same processor.) Therefore, CLEC-TAFI provides nondiscriminatory access to BellSouth's OSSs.

BellSouth also supports interfaces built to National standards and for Maintenance and Repair functions, this interface is ECTA. The functionality of ECTA is limited by the National standards to providing the CLEC the ability to: (1) enter a trouble report; (2) modify an existing trouble report; (3) close an existing trouble report; (4) obtain trouble report status information; and, (5) obtain mechanized loop test ("MLT") data on a line without entering a trouble report. BellSouth does not use ECTA internally to submit trouble reports to its OSSs so there is not an analogous BellSouth retail process for comparison of the response time and functionality. However, the response time and functionality of ECTA are clearly defined in the ECTA Joint Implementation Agreement (JIA) which is agreed to by each CLEC using ECTA. (AT&T agreed to and signed an ECTA JIA in 1997.) The current "boiler plate" JIA is available on the web at http://www.interconnection.bellsouth.com/guides/clec_ar.html.

Mr. Bradbury contends that "when a CLEC submits a trouble report via TAFI, that order must be manually entered into the CLEC's own internal OSS". Please note that the Telecommunications Act does not require the CLEC to enter a report into its own OSS. It only addresses the ILECs' responsibility of providing nondiscriminatory access to its OSS. Therefore, performing "costly and error-prone double entry" (for trouble reports) is a business decision of the CLEC and is not a requirement of the Telecommunications Act. Hence, this does not impact the definition of nondiscriminatory access.

Q. IN YOUR PREVIOUS ANSWER, YOU INDICATED THAT ECTA IS BUILT TO NATIONAL STANDARDS. WHO DEFINES THESE NATIONAL STANDARDS TO INSURE THAT THE NEEDS OF THE CLECS ARE ADDRESSED?

A. ECTA is built to the American National Standards Institute's (ANSI) standards. The Electronic Communications Implementation Committee (ECIC) developed these standards. The ECIC is a subcommittee of the Telecommunications Industry Forum ("TCIF"), which was established to foster the implementation of electronic communications, particularly with regard to trouble administration. AT&T and BellSouth (along with most ILECs and interested CLECs) have active participation in ECIC activities including the establishment of new standards. Therefore, through ECIC, CLECs have the ability to define ECTA functionality.

Q. ON PAGE 105, MR. BRADBURY INDICATED THAT "CLEC'S CANNOT INTEGRATE TAFI WITH THEIR OWN 'BACK OFFICE' SYSTEMS AS BELLSOUTH DOES". IS HE CORRECT?

A. No. TAFI cannot be integrated for either user community. TAFI is a front-end human-to-machine user interface that obtains data from various OSSs in order to test, analyze, repair or route a given trouble report. BellSouth's OSSs are not dependent upon TAFI for their operation. If TAFI were pulled from the infrastructure, the remaining systems (i.e., LMOS, CRIS, Predictor,

MARCH) would work fine. Therefore, TAFI is not integrated with these systems – it only accesses these systems.

Once the proper determination is made, TAFI enters the trouble report into LMOS for subsequent processing. (If the trouble condition was resolved, TAFI would enter, and then close, the LMOS report.) This is true regardless of the party that generated the trouble report – the CLEC or BellSouth. Although LMOS is BellSouth's maintenance OSS, CLECs using TAFI have the ability to view LMOS trouble status and LMOS trouble history data for specific end-users just like BellSouth users can. The argument for double-entry was addressed earlier and remains moot.

The statement made by BellSouth in the Louisiana 271 application before the FCC was misinterpreted by AT&T. The statement "BellSouth concedes that it derives superior integration capabilities from TAFI" means that TAFI obtains data from various OSSs for a given trouble condition and then mechanically integrates this information to form the analysis determining the correct course of action to effect a repair. TAFI's capability of "automatically interacting with other systems as appropriate" is correct for both CLEC-TAFI and the version of TAFI used by BellSouth's retail units. This statement just means that TAFI obtains data from the appropriate OSSs for a given trouble condition. For example, if the customer were reporting no dial tone, TAFI would execute an MLT to check the line. For this report, TAFI would <u>not</u> verify features programmed in the central office switch. On the other hand, if the customer

indicated that their Call Waiting feature didn't work, TAFI would not execute an MLT.

Q. ON PAGE 106, MR. BRADBURY PROVIDES HIS ARGUMENTS FOR A 'FULL FUNCTION MACHINE-TO-MACHINE MAINTENANCE AND REPAIR INTERFACE'. WHAT COMMENTS DO YOU HAVE?

A. Mr. Bradbury says, "if a CLEC wants to issue credits to a customer who had experienced recurring repairs, it would need access to billing data and repair histories." BellSouth's OSSs only track what items were sold to the CLECs and not what the CLEC sold to their end user and for what price. Therefore, the CLEC must rely on its own billing system. Trouble history data has been available via TAFI since its introduction. (Note: ECIC is currently evaluating a methodology for obtaining Trouble History data over ECTA. Once the standard is approved, BellSouth will deploy it if requested to do so by those CLECs using the interface.)

Mr. Bradbury further states on Page 107 that "CLECs must be able to add or change service and adjust calling plans for customers, and require access to customer service record information to keep contact information up-to-date." Adding or changing service is the result of provisioning initiated by the submission of a service request, which is part of the ordering process. Accessing customer service record data is available via the pre-ordering process. Both pre-ordering and ordering functions are mechanically available

via the machine-to-machine electronic interface called Telecommunications Access Gateway ("TAG").

Using Mr. Bradbury's numbers from Page 107, 30 months after market entry (and using a 6%-per-month trouble rate), 60,000 repair calls per month indicates an installed base of 1,000,000 lines for AT&T in BellSouth's area. As information, BellSouth's retail units process between 1.5 and 2.0 *million* TAFI reports per month with no problems.

To avoid the 'double-entry' problem to which Mr. Bradbury keeps referring, AT&T could re-establish their use of ECTA and enjoy the functionality provided by the National Standards. As information, AT&T was the first CLEC to build an interface to BellSouth's ECTA system. That interface went into production on March 18, 1998. On April 9, 1998 (three weeks later), AT&T suspended the service.

Q. ON PAGE 108, MR. BRADBURY RECOUNTS AT&T'S NUMEROUS REQUESTS FOR BELLSOUTH TO PROVIDE FULL TAFI FUNCTIONALITY OVER THE ECTA INTERFACE. PLEASE PROVIDE YOUR COMMENTS ON THIS TOPIC.

A. AT&T requested that BellSouth provide full TAFI functionality via the ECTA interface on numerous occasions. BellSouth agrees that providing enhanced functionality via a machine-to-machine interface would be attractive to the CLEC community. However, ECTA is <u>not</u> the vehicle to deliver this

functionality since it adheres to the National standards for exchanging maintenance and repair information – and these standards do not support all of the data elements required (A 'data element' is defined as a specific field of information in a data transmission. For example, ANSI standard 262 defines the methodology for obtaining results of a mechanized loop test, and the corresponding string of data bits containing those results is the MLT data element.). In addition, the standards do not provide a vehicle for BellSouth to deliver the interactive dialogue and analysis rules required for TAFI functionality.

On Page 109, Mr. Bradbury misrepresents issues regarding the Georgia PSC Order, Docket No. 6352U (July 2, 1996). At line 3, he says, "BellSouth stated that it 'has investigated the possibility of adding to the existing [EBI] gateway a system called TAFI'". What BellSouth actually said was that it had investigated the possibility of adding its internally developed and proprietary system called TAFI to the list of interfaces available to CLECs to report their end-user trouble reports. At that time, BellSouth did not have the ECTA maintenance and repair interfaces available for CLECs. However, special development work would have to be done to TAFI (i.e., ensuring that a given CLEC could only access records pertaining to their customers, etc.) before it could be made available to the CLEC community. Beginning at line 6, he further states that the "Georgia PSC ordered BellSouth to complete 'the TAFI enhancements to allow full operation of the required access by March 31, 1967'". While BellSouth thinks Mr. Bradbury meant 1997, this order was to make TAFI available to CLECs and **not** to put TAFI functionality into ECTA.

BellSouth satisfied this Georgia PSC order on March 28, 1997 when the first CLEC generated a trouble report via CLEC-TAFI.

On page 110, Mr. Bradbury refers to a comment made by BellSouth's Mr. William Stacy where Mr. Stacy stated that "BellSouth could provide initial functionality in 13 months and complete functionality in 18 months". What Mr. Stacy was referring to was a non-standard arrangement to develop and deliver 'TAFI-like' functionality over a machine-to-machine interface – **not** that BellSouth could provide this functionality over the existing ECTA interface. If AT&T wanted to pursue such an interface, then AT&T would have to submit a BonaFide Request ("BFR"). Nearly two years after Mr. Stacy's comment, AT&T has not submitted a BFR (for which it would have to pay, by the way) and, therefore, BellSouth has not pursued its development.

Also on page 110, Mr. Bradbury states that "AT&T submitted a formal change request through the Interim Change Control Process on April 18, 2000, asking for TAFI functionality via the ECTA interface". BellSouth replied to this request on June 29, 2000 (Provided as Exhibit RMP-2) and explained in detail why it was not possible to implement this request.

Q. ON PAGE 110, MR. BRADBURY IMPLIES THAT PROVIDING ADDITIONAL FUNCTIONALITY OVER THE ECTA INTERFACE DOES NOT VIOLATE THE NATIONAL STANDARDS. WOULD YOU PLEASE PROVIDE BELLSOUTH'S INTERPRETATION OF THAT POSITION?

A. BellSouth has always supported national standards for the exchange of information with the CLEC community. For maintenance and repair functions, large CLECs (those dealing with multiple ILECs) benefit by using a machine-to-machine system built to these standards because their one interface will properly interact with the multiple ILEC systems – assuming the other ILECs also support these national standards.

BellSouth agrees that providing system functionality over and above the national standards does not by itself violate the standards. However, by doing so would change the scope of ECTA, and ECTA would no longer be compliant to these national standards – in fact, it would become a "non-standard" interface.

According to the AT&T/BellSouth Georgia Interconnection Agreement Attachment 15, Section 6.2 BellSouth was contractually obligated to *"...for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents."* This ECTA development effort fell under the scope of the Georgia PSC order (Docket No. 6352-U) which ordered both AT&T and BellSouth establish a Joint Implementation Team (JIT) to assure effective implementation of the electronic interfaces. BellSouth was required to provide the GA PSC with monthly status reports of its progress. Section 4 of the May

15, 1998 Monthly Surveillance Report shows that BellSouth and AT&T completed the development of ECTA and the system was placed into production on March 18, 1998. It also shows that AT&T elected to suspend its use of ECTA on April 9, 1998 and they have not resumed to date.

Both parties agreed to the ECTA functionality as documented in the "Joint Implementation Agreement (JIA) for Electronic Bonding (Maintenance) Gateway for Local Service between AT&T and BellSouth" dated September 25, 1997. As stated in Section 1.1 of the JIA, AT&T's requirements for a Trouble Administration interface, as defined in the AT&T document "Fault Management - Electric Bonding Interface for Local Service" (March 7, 1997), were accommodated

The AT&T/BellSouth Interconnection agreement further states that *"Where a function is not presently supported for a given Network Element, the Parties agree to work collaboratively within the industry for its inclusion in future releases of the standards."* In other words, if "additional functionality" is needed, the party wanting this functionality would work 'within the industry' (ECIC) to develop enhancements to the existing standards (or generate a new standard) to achieve the desired result. Once the new standard is developed, BellSouth would implement it in its ECTA interface. (Note: A number of CLECs wanted the ability to obtain a mechanized loop test on a given line without generating a trouble report. BellSouth took the lead at ECIC and – working 'within the industry' – helped to develop ANSI standard

T1.262-1998. This new functionality is now deployed in BellSouth's ECTA interface.)

By requesting that BellSouth provide TAFI functionality in the ECTA interface (CR0012 – Exhibit RMP-2), AT&T is actually in violation of their terms of the BellSouth Interconnection Agreement.

Q. STARTING ON PAGE 111, MR. BRADBURY PROVIDES HIS COMMENTS REGARDING AN INFORMAL PRESENTATION MADE BY BELLSOUTH AT THE OCTOBER 25, 2000 CHANGE CONTROL STATUS MEETING. PLEASE PROVIDE YOUR COMMENTS.

A. Mr. Piatkowski (BellSouth) used this forum to share the status of several development initiatives that *may* someday have an impact on the CLEC community. The intent was to provide the audience with a preview of what *may* become available. As stated by Mr. Bradbury, Mr. Piatkowski discussed three systems: DLEC-TAFI, CPSS-TA and E-Repair. Mr. Piatkowski was very deliberate in his presentation to state that BellSouth was developing CPSS-TA and E-Repair for the non-CLEC user communities and that these systems *may* be extended to support the CLEC community in the future. DLEC-TAFI was specifically developed for the Data Local Exchange Carrier (DLEC) community that uses the line-sharing technique for delivering access to high-speed data transmission.

Mr. Bradbury's comments on lines 5 through 10 on page 112 are incorrect. DLEC-TAFI is not a unique system. It is an enhancement to the CLEC-TAFI system. By definition, a DLEC is a type of CLEC that provides high-speed data through the line-sharing methodology. This CLEC-TAFI enhancement **does not** support BellSouth's retail ADSL product line **nor** does it support CLEC xDSL trouble reports. There has **never been** a retail version "available to BellSouth for some time but is only now being demonstrated to A/DLECs." This CLEC-TAFI enhancement was developed at the request of the DLEC Collaborative - a group of DLECs working with BellSouth on line-sharing.

Mr. Bradbury's comments regarding CPSS-TA (the Circuit Provisioning Status System – Trouble Administration) on page 112 are correct. The interexchange carrier user pilot was successful and BellSouth has targeted an offering for CPSS-TA to the CLEC community during the first quarter of 2001.

The future evolution of E-Repair is unknown at this time. Mr. Piatkowski indicated that the initial version of this system – built for BellSouth's large retail customers – would only provide a view of trouble-report status information (from both LMOS and WFA) via the Internet. The pilot for this initial system, using several select retail customers, is scheduled to begin in January 2001. The results of this trial will determine its future. Assuming that the trial is successful and E-Repair becomes a viable product, CLECs would have access.

The E-Repair developers are looking at the possibly of expanding the functionality of the system to include trouble entry. If this effort is approved (and funded), it would be a "Phase-II" initiative. Since E-Repair accesses both LMOS and WFA, and **if** BellSouth expanded its functionality to include trouble entry, then it would be logical to migrate CLEC-TAFI and CPSS-TA users to a single system. However, there are no firm plans for E-Repair beyond the initial pilot.

Q. ON PAGE 114, MR. BRADBURY EXPRESSES SOME CONCERN OVER THE PROCESS USED TO DEVELOP DLEC TAFI, CPSS-TA AND E-REPAIR. WHAT COMMENTS DO YOU HAVE?

A. As Mr. Piatkowski pointed out, the CPSS-TA and E-Repair initiatives were developed for non-CLEC user communities and, therefore, the development of those systems are not subject to the (CLEC) Change Control Process. When – and if – these systems are made available to CLECs, CLECs will certainly have the ability to submit suggestions for the system's evolution.

The DLEC enhancements to TAFI were developed at the request of DLECs participating in the DLEC Collaborative meetings at BellSouth. The DLEC Collaborative is an ad hoc subcommittee of the CCP. The participating DLECs are also members of the CCP, and had no issue with this development taking place within the DLEC Collaborative. In fact, Mr. Piatkowski's presentation to the CCP was in keeping with BellSouth's intent to keep the CCP informed of developments in the DLEC Collaborative project.

I must take exception to Mr. Bradbury's comment at line 19 on page 113 – "As I explained above, AT&T has a long-standing request for a full-function maintenance and repair interface, and has been negotiating in good faith with BellSouth regarding this issue for over a year, yet BellSouth failed to raise these projects as a possible solution." AT&T has been requesting that BellSouth provide "TAFI Functionality" via the machine-to-machine interface ECTA. On numerous occasions, the latest being the denial of Change Control Request CR0012 (Exhibit RMP-2), BellSouth has explained to AT&T that the ECTA architecture, built to the National standards, is not compatible with 'TAFI functionality'. BellSouth has also told AT&T that we would be happy to design and build a **non-standard** machine-to-machine maintenance and repair interface for them. However, AT&T has failed to submit the required BFR to initiate this effort, presumably because AT&T doesn't want to pay for such a system.

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS FOR ISSUE 19.

A. BellSouth provides CLECs nondiscriminatory access to maintenance and repair functionality through the CLEC-TAFI and ECTA interfaces, as well as available manual processes. BellSouth is in compliance with the Telecommunications Act and is not required to provide any additional maintenance and repair interfaces. If AT&T desires a non-industry standard integrateable machine-to-machine interface that will provide TAFI

functionality, then AT&T should submit a BFR and pay for the design and development of such an interface.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

AFFIDAVIT

STATE OF: Georgia
COUNTY OF: Fulton

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Ron. M. Pate –Director – Interconnection Services, BellSouth Telecommunications Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00079 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 68 pages and 2 exhibit(s).

Ron M. Pate

Sworn to and subscribed
before me on 01-08-01

NOTARY PUBLIC

SUZY A. SHERWOOD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
APR
28
2003

Tennessee Regulatory Authority
Docket No. 00-00079
Exhibit RMP-1

Transmittal Cover Sheet for Pate Rebuttal Exhibit RMP-1

This sheet transmits the

Percent Flow-Through Service Requests Report

which consists of 37 pages.

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (SUMMARY)
REPORT PERIOD: 10/01/00 - 10/31/00

		ADJUSTED FLOW-THROUGH %
CLEC AGGREGATE		
REGION ALL SERVICES		88.96%
		FLOW-THROUGH %
BST AGGREGATE		
REGION		
- RETAIL RESIDENCE		95.20%
- RETAIL BUSINESS **		0 **

Note **: According to the FCC's ordering flow-through definition in the Louisiana II Order, stating that orders must be transmitted electronically through the gateway without manual intervention, BellSouth has uncovered that BST retail business orders have no mechanized service order generation and therefore do not fall within the FCC's flow-through definition. Therefore, the appropriate BST business retail flow-through is really 0.

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#1		2	0	0	13	13	0	6	0	7	7	3	4	0	0.00%	0.00%
#2		35	1205	0	0	1205	62	97	7	1039	316	302	14	723	69.59%	70.54%
#3		0	2	0	0	2	0	0	0	2	1	1	0	1	50.00%	50.00%
#4		12	41	0	0	41	3	5	0	33	9	4	5	24	72.73%	85.71%
#5		1	64	0	0	64	4	7	2	51	12	9	3	39	76.47%	81.25%
#6		17	1084	0	0	1084	54	84	20	926	333	309	24	593	64.04%	65.74%
#7		0	7	0	0	7	0	2	1	4	3	3	0	1	25.00%	25.00%
#8		1	12	0	0	12	2	7	0	3	1	1	0	2	66.67%	66.67%
#9		2	12	0	0	12	5	0	0	7	1	1	0	6	85.71%	85.71%
#10		30	3673	0	0	3673	252	266	25	3130	500	440	60	2630	84.03%	85.67%
#11		29	825	0	0	825	240	85	20	480	214	183	31	266	55.42%	59.24%
#12		3	305	0	0	305	9	12	0	284	17	14	3	267	94.01%	95.02%
#13		41	0	0	148	148	4	51	0	93	40	25	15	53	56.99%	67.95%
#14		41	416	0	0	416	49	35	12	320	53	49	4	267	83.44%	84.49%
#15		7	76	0	0	76	8	11	5	52	20	19	1	32	61.54%	62.75%
#16		12	225	0	0	225	30	39	0	156	72	13	59	84	53.85%	86.60%
#17		10	0	146	0	146	70	26	23	27	11	7	4	16	59.26%	69.57%
#18		10	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#19		38	1063	0	0	1063	89	223	12	739	103	64	39	636	86.06%	90.86%
#20		16	434	0	0	434	16	50	2	366	38	34	4	328	89.62%	90.61%
#21		1	17	0	0	17	1	2	0	14	0	0	0	14	100.00%	100.00%
#22		2	614	0	0	614	19	24	3	568	16	13	3	552	97.18%	97.70%
#23		33	0	1	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#24		33	2702	0	0	2702	104	201	15	2382	136	106	30	2246	94.29%	95.49%
#25		7	18	0	0	18	8	0	0	10	0	0	0	10	100.00%	100.00%
#26		30	341	0	0	341	39	53	9	240	62	54	8	178	74.17%	76.72%
#27		3	126	0	0	126	9	17	0	100	9	7	2	91	91.00%	92.86%
#28		2	21	0	0	21	0	3	0	18	5	4	1	13	72.22%	76.47%
#29		5	61	0	0	61	0	2	0	59	4	3	1	55	93.22%	94.83%
#30		4	863	0	0	863	19	43	0	801	25	20	5	776	96.88%	97.49%
#31		0	66	0	0	66	1	13	0	52	7	7	0	45	86.54%	86.54%
#32		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#33		7	255	0	0	255	50	18	7	180	64	54	10	116	64.44%	68.24%
#34		10	192	0	0	192	7	12	1	172	7	4	3	165	95.93%	97.63%
#35		19	638	0	0	638	62	86	3	487	33	31	2	454	93.22%	93.61%
#36		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#37		0	228	0	0	228	10	18	3	197	13	13	0	184	93.40%	93.40%
#38		0	4	0	0	4	0	0	1	3	2	2	0	1	33.33%	33.33%
#39		65	18742	0	0	18742	1236	1804	149	15553	966	676	290	14587	93.79%	95.57%
#40		0	76	0	0	76	7	8	0	61	15	14	1	46	75.41%	76.67%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#41		6	123	0	0	123	27	11	2	83	43	32	11	40	48.19%	55.56%
#42		0	24	0	0	24	0	1	0	23	0	0	0	23	100.00%	100.00%
#43		9	164	0	0	164	4	24	0	136	18	16	2	118	86.76%	88.06%
#44		0	10	0	0	10	2	4	0	4	1	1	0	3	75.00%	75.00%
#45		9	0	0	2	2	1	0	0	1	1	1	0	0	0.00%	0.00%
#46		9	0	186	0	186	128	24	22	12	8	8	0	4	33.33%	33.33%
#47		2	21	0	0	21	2	0	0	19	10	9	1	9	47.37%	50.00%
#48		1	85	0	0	85	11	8	0	66	8	4	4	58	87.88%	93.55%
#49		42	0	212	0	212	163	22	11	16	11	8	3	5	31.25%	38.46%
#50		368	0	0	325	325	179	35	14	97	32	28	4	65	67.01%	69.89%
#51		368	4939	0	0	4939	1280	634	128	2897	1137	1026	111	1760	60.75%	63.17%
#52		0	3	0	0	3	1	0	0	2	1	1	0	1	50.00%	50.00%
#53		0	42	0	0	42	12	7	0	23	17	17	0	6	26.09%	26.09%
#54		30	0	0	5115	5115	78	480	0	4557	82	43	39	4475	98.20%	99.05%
#55		30	74	0	0	74	2	15	0	57	0	0	0	57	100.00%	100.00%
#56		20	0	0	330	330	12	29	11	278	15	9	6	263	94.60%	96.69%
#57		20	10	0	0	10	0	1	0	9	0	0	0	9	100.00%	100.00%
#58		10	75	0	0	75	13	6	0	56	22	16	6	34	60.71%	68.00%
#59		19	325	0	0	325	12	12	4	297	14	12	2	283	95.29%	95.93%
#60		8	29	0	0	29	0	7	6	16	11	4	7	5	31.25%	55.56%
#61		1	42	0	0	42	4	4	2	32	6	4	2	26	81.25%	86.67%
#62		0	370	0	0	370	44	34	2	290	23	22	1	267	92.07%	92.39%
#63		0	139	0	0	139	17	10	3	109	40	37	3	69	63.30%	65.09%
#64		14	939	0	0	939	34	51	5	849	61	52	9	788	92.82%	93.81%
#65		36	0	464	0	464	343	35	42	44	33	24	9	11	25.00%	31.43%
#66		36	18	0	0	18	8	2	1	7	6	4	2	1	14.29%	20.00%
#67		0	6	0	0	6	3	1	0	2	1	0	1	1	50.00%	100.00%
#68		1	28	0	0	28	27	0	0	1	1	1	0	0	0.00%	0.00%
#69		4	1317	0	0	1317	32	90	15	1180	58	46	12	1122	95.08%	96.06%
#70		0	4	0	0	4	1	0	0	3	0	0	0	3	100.00%	100.00%
#71		65	0	0	1033	1033	27	106	0	900	79	35	44	821	91.22%	95.91%
#72		65	305	0	0	305	62	42	8	193	25	14	11	168	87.05%	92.31%
#73		1	33	0	0	33	18	3	0	12	4	3	1	8	66.67%	72.73%
#74		120	0	0	1	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#75		120	0	1084	0	1084	166	154	2	762	111	68	43	651	85.43%	90.54%
#76		120	5103	0	0	5103	366	428	85	4224	511	386	125	3713	87.90%	90.58%
#77		86	0	0	2266	2266	94	214	17	1941	78	51	27	1863	95.98%	97.34%
#78		86	110	0	0	110	28	12	3	67	11	6	5	56	83.58%	90.32%
#79		3	337	0	0	337	28	15	2	292	31	25	6	261	89.38%	91.26%
#80		34	1856	0	0	1856	223	208	19	1406	233	216	17	1173	83.43%	84.45%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																	
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#81		0	152	0	0	152	3	7	0	142	4	3	1	138	97.18%	97.87%
#82		2	6	0	0	6	0	0	0	6	2	2	0	4	66.67%	66.67%
#83		0	32	0	0	32	3	5	2	22	6	6	0	16	72.73%	72.73%
#84		5	205	0	0	205	26	6	7	166	41	35	6	125	75.30%	78.13%
#85		108	0	0	2847	2847	57	278	46	2466	89	39	50	2377	96.39%	98.39%
#86		108	625	0	0	625	32	80	22	491	79	42	37	412	83.91%	90.75%
#87		0	0	0	2	2	1	1	0	0	0	0	0	0	0.00%	0.00%
#88		23	405	0	0	405	19	39	1	346	21	16	5	325	93.93%	95.31%
#89		11	621	0	0	621	36	50	3	532	81	38	43	451	84.77%	92.23%
#90		1	21	0	0	21	11	3	0	7	2	2	0	5	71.43%	71.43%
#91		74	0	6	0	6	4	0	0	2	0	0	0	2	100.00%	100.00%
#92		74	1124	0	0	1124	204	141	23	756	315	253	62	441	58.33%	63.54%
#93		50	0	245	0	245	109	53	44	39	23	19	4	16	41.03%	45.71%
#94		3	119	0	0	119	36	11	0	72	27	21	6	45	62.50%	68.18%
#95		12	568	0	0	568	33	88	28	419	137	117	20	282	67.30%	70.68%
#96		376	0	0	9023	9023	203	773	115	7932	156	96	60	7776	98.03%	98.78%
#97		376	3610	0	0	3610	344	368	76	2822	356	280	76	2466	87.38%	89.80%
#98		11	340	0	0	340	47	64	4	225	78	54	24	147	65.33%	73.13%
#99		68	0	2111	0	2111	1052	174	167	718	272	133	139	446	62.12%	77.03%
#100		68	161	0	0	161	23	12	1	125	39	34	5	86	68.80%	71.67%
#101		14	253	0	0	253	62	25	5	161	32	27	5	129	80.12%	82.69%
#102		16	0	964	0	964	261	60	0	643	2	1	1	641	99.69%	99.84%
#103		7	1061	0	0	1061	10	52	9	990	29	21	8	961	97.07%	97.86%
#104		0	0	102	0	102	2	16	2	82	5	2	3	77	93.90%	97.47%
#105		0	226	0	0	226	4	12	0	210	8	7	1	202	96.19%	96.65%
#106		0	14	0	0	14	1	1	4	8	8	7	1	0	0.00%	0.00%
#107		448	0	0	3089	3089	221	324	61	2483	219	158	61	2264	91.18%	93.48%
#108		448	38575	0	0	38575	938	2866	208	34563	1857	648	1209	32706	94.63%	98.06%
#109		41	0	0	1	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#110		41	4455	0	0	4455	270	329	65	3791	187	157	30	3604	95.07%	95.83%
#111		3	775	0	0	775	100	161	2	512	111	92	19	401	78.32%	81.34%
#112		0	46	0	0	46	3	5	0	38	7	5	2	31	81.58%	86.11%
#113		0	6	0	0	6	5	0	0	1	0	0	0	1	100.00%	100.00%
#114		0	28	0	0	28	4	3	0	21	11	5	6	10	47.62%	66.67%
#115		4	0	0	158	158	3	15	1	139	16	7	9	123	88.49%	94.62%
#116		4	363	0	0	363	9	24	3	327	34	23	11	293	89.60%	92.72%
#117		4	92	0	0	92	38	10	1	43	19	11	8	24	55.81%	68.57%
#118		3	19	0	0	19	3	4	0	12	3	2	1	9	75.00%	81.82%
#119		11	1184	0	0	1184	81	154	1	948	49	32	17	899	94.83%	96.56%
#120		15	140	0	0	140	0	33	7	100	63	26	37	37	37.00%	58.73%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#121		172	0	3340	0	3340	38	767	60	2475	1327	1170	157	1148	46.38%	49.53%
#122		0	13	0	0	13	2	0	0	11	7	4	3	4	36.36%	50.00%
#123		5	359	0	0	359	62	30	2	265	105	93	12	160	60.38%	63.24%
#124		5	474	0	0	474	90	23	8	353	104	90	14	249	70.54%	73.45%
#125		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#126		1	3	0	0	3	2	0	0	1	1	1	0	0	0.00%	0.00%
#127		44	0	0	651	651	47	106	19	479	263	153	110	216	45.09%	58.54%
#128		44	16	0	0	16	3	0	0	13	1	1	0	12	92.31%	92.31%
#129		116	0	0	718	718	338	113	13	254	97	63	34	157	61.81%	71.36%
#130		116	1052	0	0	1052	158	162	26	706	401	340	61	305	43.20%	47.29%
#131		124	0	0	20495	20495	301	2208	0	17986	341	214	127	17645	98.10%	98.80%
#132		124	235	0	0	235	2	24	0	209	7	6	1	202	96.65%	97.12%
#133		0	3	0	0	3	0	0	0	3	1	1	0	2	66.67%	66.67%
#134		80	0	0	15277	15277	196	1611	0	13470	902	247	655	12568	93.30%	98.07%
#135		80	294	0	0	294	1	69	1	223	9	5	4	214	95.96%	97.72%
#136		8	0	4	0	4	2	0	0	2	1	0	1	1	50.00%	100.00%
#137		8	91	0	0	91	8	6	0	77	3	1	2	74	96.10%	98.67%
#138		10	0	0	11	11	5	2	1	3	3	2	1	0	0.00%	0.00%
#139		0	7	0	0	7	1	4	0	2	2	2	0	0	0.00%	0.00%
#140		21	0	313	0	313	191	45	23	54	12	6	6	42	77.78%	87.50%
#141		21	74	0	0	74	39	11	0	24	11	6	5	13	54.17%	68.42%
#142		4	4	0	0	4	0	0	1	3	2	2	0	1	33.33%	33.33%
#143		0	0	0	2	2	1	0	0	1	1	0	1	0	0.00%	0.00%
#144		0	20	0	0	20	4	2	0	14	1	1	0	13	92.86%	92.86%
#145		25	0	104	0	104	26	25	6	47	46	6	40	1	2.13%	14.29%
#146		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#147		0	3	0	0	3	2	0	0	1	0	0	0	1	100.00%	100.00%
#148		0	5	0	0	5	2	1	0	2	1	0	1	1	50.00%	100.00%
#149		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#150		0	1	0	0	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#151		0	0	0	6	6	0	4	1	1	1	1	0	0	0.00%	0.00%
#152		0	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#153		0	0	0	3	3	3	0	0	0	0	0	0	0	0.00%	0.00%
#154		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#155		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#156		18	0	0	319	319	60	59	1	199	65	51	14	134	67.34%	72.43%
#157		18	24	0	0	24	5	0	0	19	3	1	2	16	84.21%	94.12%
#158		289	0	2624	0	2624	8	782	33	1801	1122	941	181	679	37.70%	41.91%
#159		4	0	0	18	18	1	8	1	8	4	3	1	4	50.00%	57.14%
#160		2	0	0	11	11	3	0	0	8	6	2	4	2	25.00%	50.00%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#161		2	134	0	0	134	14	8	1	111	91	56	35	20	18.02%	26.32%
#162		113	0	174	0	174	139	9	0	26	17	14	3	9	34.62%	39.13%
#163		113	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#164		22	3294	0	0	3294	159	245	12	2878	117	106	11	2761	95.93%	96.30%
#165		10	660	0	0	660	128	28	21	483	213	188	25	270	55.90%	58.95%
#166		1	88	0	0	88	6	5	0	77	2	1	1	75	97.40%	98.68%
#167		10	457	0	0	457	24	3	6	424	31	28	3	393	92.69%	93.35%
#168		0	17	0	0	17	3	1	0	13	3	3	0	10	76.92%	76.92%
#169		9	0	0	78	78	49	10	2	17	7	2	5	10	58.82%	83.33%
#170		9	210	0	0	210	27	29	10	144	67	55	12	77	53.47%	58.33%
#171		8	116	0	0	116	11	13	1	91	18	15	3	73	80.22%	82.95%
#172		23	0	0	2	2	2	0	0	0	0	0	0	0	0.00%	0.00%
#173		23	379	0	0	379	77	49	4	249	87	68	19	162	65.06%	70.43%
#174		0	28	0	0	28	1	0	0	27	0	0	0	27	100.00%	100.00%
#175		3	402	0	0	402	41	34	7	320	39	30	9	281	87.81%	90.35%
#176		0	3	0	0	3	0	0	0	3	1	1	0	2	66.67%	66.67%
#177		342	7104	0	0	7104	1027	1663	99	4315	1599	1304	295	2716	62.94%	67.56%
#178		0	146	0	0	146	20	4	0	122	6	5	1	116	95.08%	95.87%
#179		69	0	0	2236	2236	39	206	52	1939	52	30	22	1887	97.32%	98.44%
#180		69	488	0	0	488	20	73	9	386	41	27	14	345	89.38%	92.74%
#181		0	21	0	0	21	6	4	0	11	8	7	1	3	27.27%	30.00%
#182		8	646	0	0	646	33	22	6	585	24	22	2	561	95.90%	96.23%
#183		4	298	0	0	298	13	14	5	266	57	49	8	209	78.57%	81.01%
#184		9	197	0	0	197	12	11	0	174	8	4	4	166	95.40%	97.65%
#185		3	15	0	0	15	12	0	0	3	1	1	0	2	66.67%	66.67%
#186		3	82	0	0	82	13	8	1	60	19	15	4	41	68.33%	73.21%
#187		0	4	0	0	4	0	3	0	1	1	1	0	0	0.00%	0.00%
#188		34	1854	0	0	1854	40	89	4	1721	93	78	15	1628	94.60%	95.43%
#189		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#190		9	411	0	0	411	43	18	5	345	16	16	0	329	95.36%	95.36%
#191		7	619	0	0	619	36	28	2	553	31	22	9	522	94.39%	95.96%
#192		30	1083	0	0	1083	171	146	20	746	286	256	30	460	61.66%	64.25%
#193		16	1261	0	0	1261	29	34	13	1185	38	26	12	1147	96.79%	97.78%
#194		9	51	0	0	51	13	12	3	23	12	10	2	11	47.83%	52.38%
#195		3	0	23	0	23	1	9	3	10	3	1	2	7	70.00%	87.50%
#196		156	0	0	1751	1751	42	677	47	985	400	273	127	585	59.39%	68.18%
#197		0	5	0	0	5	3	1	0	1	0	0	0	1	100.00%	100.00%
#198		47	0	0	11	11	0	2	0	9	0	0	0	9	100.00%	100.00%
#199		47	7166	0	0	7166	435	499	60	6172	270	242	28	5902	95.63%	96.06%
#200		11	824	0	0	824	45	56	1	722	32	22	10	690	95.57%	96.91%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#201		1	42	0	0	42	9	5	0	28	12	10	2	16	57.14%	61.54%
#202		23	1148	0	0	1148	81	108	2	957	76	49	27	881	92.06%	94.73%
#203		27	3777	0	0	3777	227	435	5	3110	95	69	26	3015	96.95%	97.76%
#204		22	169	0	0	169	13	3	2	151	72	58	14	79	52.32%	57.66%
#205		6	52	0	0	52	12	7	0	33	13	10	3	20	60.61%	66.67%
#206		0	4	0	0	4	0	1	0	3	2	2	0	1	33.33%	33.33%
#207		2	1921	0	0	1921	83	236	24	1578	186	130	56	1392	88.21%	91.46%
#208		3413	0	0	58140	58140	9506	9097	943	38594	10659	8788	1871	27935	72.38%	76.07%
#209		3413	2426	0	0	2426	248	465	49	1664	507	410	97	1157	69.53%	73.84%
#210		1	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#211		1	343	0	0	343	32	33	7	271	25	15	10	246	90.77%	94.25%
#212		0	97	0	0	97	16	4	1	76	6	5	1	70	92.11%	93.33%
#213		46	513	0	0	513	71	92	10	340	134	116	18	206	60.59%	63.98%
#214		5	20	0	0	20	0	2	0	18	2	2	0	16	88.89%	88.89%
#215		15	76	0	0	76	18	6	3	49	22	22	0	27	55.10%	55.10%
#216		9	377	0	0	377	28	79	5	265	31	20	11	234	88.30%	92.13%
#217		0	18	0	0	18	7	3	0	8	2	0	2	6	75.00%	100.00%
#218		28	1480	0	0	1480	117	150	10	1203	98	81	17	1105	91.85%	93.17%
#219		3	165	0	0	165	11	17	1	136	8	7	1	128	94.12%	94.81%
#220		155	11644	0	0	11644	181	815	40	10608	607	528	79	10001	94.28%	94.99%
#221		3	138	0	0	138	8	11	4	115	16	9	7	99	86.09%	91.67%
#222		0	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#223		14	585	0	0	585	28	105	4	448	94	69	25	354	79.02%	83.69%
#224		11	858	0	0	858	50	62	4	742	49	43	6	693	93.40%	94.16%
#225		0	0	0	2	2	0	0	0	2	2	2	0	0	0.00%	0.00%
#226		1	60	0	0	60	4	11	1	44	29	24	5	15	34.09%	38.46%
#227		2	4	0	0	4	0	2	0	2	2	1	1	0	0.00%	0.00%
#228		1	144	0	0	144	40	31	3	70	6	5	1	64	91.43%	92.75%
#229		1	1195	0	0	1195	45	101	28	1021	69	42	27	952	93.24%	95.77%
#230		6	111	0	0	111	20	15	1	75	18	14	4	57	76.00%	80.28%
#231		0	49	0	0	49	2	4	1	42	12	10	2	30	71.43%	75.00%
#232		7	494	0	0	494	45	31	10	408	191	169	22	217	53.19%	56.22%
#233		66	0	0	15	15	12	1	0	2	1	1	0	1	50.00%	50.00%
#234		66	1661	0	0	1661	283	324	31	1023	363	304	59	660	64.52%	68.46%
#235		0	29	0	0	29	0	11	0	18	0	0	0	18	100.00%	100.00%
#236		7	720	0	0	720	50	48	10	612	10	9	1	602	98.37%	98.53%
#237		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#238		0	19	0	0	19	0	0	0	19	1	0	1	18	94.74%	100.00%
#239		18	228	0	0	228	24	36	1	167	23	20	3	144	86.23%	87.80%
#240		0	1	0	0	1	0	0	0	1	1	0	1	0	0.00%	0.00%

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#241		0	290	0	0	290	14	19	3	254	11	10	1	243	95.67%	96.05%
#242		0	7	0	0	7	2	2	0	3	1	1	0	2	66.67%	66.67%
#243		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#244		15	0	0	32	32	0	0	0	32	32	31	1	0	0.00%	0.00%
#245		2	146	0	0	146	8	21	1	116	5	4	1	111	95.69%	96.52%
#246		0	87	0	0	87	9	14	0	64	10	8	2	54	84.38%	87.10%
#247		21	2457	0	0	2457	220	216	23	1998	178	125	53	1820	91.09%	93.57%
#248		8	1553	0	0	1553	90	134	27	1302	134	117	17	1168	89.71%	90.89%
#249		15	849	0	0	849	47	38	5	759	48	41	7	711	93.68%	94.55%
#250		39	0	0	790	790	400	8	23	359	154	136	18	205	57.10%	60.12%
#251		28	2613	0	0	2613	195	130	27	2261	293	258	35	1968	87.04%	88.41%
#252		0	356	0	0	356	19	40	0	297	25	22	3	272	91.58%	92.52%
#253		0	100	0	0	100	7	6	0	87	6	6	0	81	93.10%	93.10%
#254		1	14	0	0	14	0	2	0	12	4	2	2	8	66.67%	80.00%
#255		53	0	0	490	490	57	55	3	375	41	26	15	334	89.07%	92.78%
#256		53	138	0	0	138	37	16	1	84	20	19	1	64	76.19%	77.11%
#257		1	27	0	0	27	1	14	1	11	3	1	2	8	72.73%	88.89%
#258		4	203	0	0	203	29	28	0	146	23	22	1	123	84.25%	84.83%
#259		38	325	0	0	325	53	26	7	239	46	36	10	193	80.75%	84.28%
#260		0	106	0	0	106	14	4	2	86	10	10	0	76	88.37%	88.37%
#261		9	753	0	0	753	44	115	1	593	53	41	12	540	91.06%	92.94%
#262		0	5	0	0	5	0	3	0	2	2	2	0	0	0.00%	0.00%
#263		1	181	0	0	181	10	18	1	152	18	13	5	134	88.16%	91.16%
#264		0	12	0	0	12	0	0	0	12	2	2	0	10	83.33%	83.33%
#265		0	65	0	0	65	1	0	3	61	3	2	1	58	95.08%	96.67%
#266		3	0	0	270	270	8	15	1	246	26	5	21	220	89.43%	97.78%
#267		3	136	0	0	136	26	18	2	90	15	12	3	75	83.33%	86.21%
#268		3	69	0	0	69	6	12	2	49	32	31	1	17	34.69%	35.42%
#269		0	21	0	0	21	2	6	2	11	3	3	0	8	72.73%	72.73%
#270		1	127	0	0	127	19	25	7	76	48	37	11	28	36.84%	43.08%
#271		10	161	0	0	161	50	18	2	91	38	36	2	53	58.24%	59.55%
#272		0	2	0	0	2	1	0	0	1	0	0	0	1	100.00%	100.00%
#273		5	0	0	1	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#274		5	123	0	0	123	16	46	2	59	12	9	3	47	79.66%	83.93%
#275		50	0	0	220	220	7	19	0	194	10	7	3	184	94.85%	96.34%
#276		50	666	0	0	666	71	67	4	524	105	79	26	419	79.96%	84.14%
#277		9	100	0	0	100	15	22	4	59	29	23	6	30	50.85%	56.60%
#278		0	10	0	0	10	1	1	0	8	5	3	2	3	37.50%	50.00%
#279		0	39	0	0	39	6	5	3	25	14	13	1	11	44.00%	45.83%
#280		4	84	0	0	84	6	8	2	68	8	6	2	60	88.24%	90.91%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#281		13	689	0	0	689	75	83	7	524	48	36	12	476	90.84%	92.97%
#282		9	0	0	7	7	6	0	0	1	1	1	0	0	0.00%	0.00%
#283		9	767	0	0	767	120	186	12	449	168	132	36	281	62.58%	68.04%
#284		6	335	0	0	335	10	27	3	295	47	45	2	248	84.07%	84.64%
#285		6	25	0	0	25	1	19	0	5	5	4	1	0	0.00%	0.00%
#286		8	541	0	0	541	106	120	16	299	111	93	18	188	62.88%	66.90%
#287		0	49	0	0	49	3	3	0	43	4	3	1	39	90.70%	92.86%
#288		105	3940	0	0	3940	369	386	47	3138	1339	1223	116	1799	57.33%	59.53%
#289		0	14	0	0	14	1	6	0	7	7	7	0	0	0.00%	0.00%
#290		1	512	0	0	512	63	32	1	416	16	14	2	400	96.15%	96.62%
#291		4	58	0	0	58	1	2	3	52	30	29	1	22	42.31%	43.14%
#292		5	76	0	0	76	9	16	1	50	7	2	5	43	86.00%	95.56%
#293		1	165	0	0	165	14	17	2	132	12	9	3	120	90.91%	93.02%
#294		0	26	0	0	26	7	2	0	17	5	2	3	12	70.59%	85.71%
#295		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#296		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#297		4	242	0	0	242	3	30	3	206	6	5	1	200	97.09%	97.56%
#298		1	27	0	0	27	1	3	2	21	7	5	2	14	66.67%	73.68%
#299		23	0	89	0	89	21	17	14	37	25	15	10	12	32.43%	44.44%
#300		25	0	143	0	143	91	36	11	5	2	2	0	3	60.00%	60.00%
#301		25	4	0	0	4	3	0	0	1	1	1	0	0	0.00%	0.00%
#302		0	0	0	1	1	0	0	0	1	1	1	0	0	0.00%	0.00%
LENS Subtotal		8099	186785	0	0	186785	13402	18105	1868	153410	18628	14446	4182	134782	87.86%	90.32%
EDI Subtotal		1137	0	12335	0	12335	2815	2255	463	6802	3031	2425	606	3771	55.44%	60.86%
TAG Subtotal		6074	0	0	125914	125914	11963	16513	1372	96066	13888	10535	3353	82178	85.54%	88.64%
TOTAL INTERFACES		**15310**	**186785**	**12335**	**125914**	**325034**	**28180**	**36873**	**3703**	**256278**	**35547**	**27406**	**8141**	**220731**	**86.13%**	**88.96%**

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#1		35	1205	0	0	1205	62	97	7	1039	316	302	14	723	69.59%	70.54%
#2		0	2	0	0	2	0	0	0	2	1	1	0	1	50.00%	50.00%
#3		12	35	0	0	35	2	5	0	28	7	3	4	21	75.00%	87.50%
#4		1	44	0	0	44	0	6	2	36	8	5	3	28	77.78%	84.85%
#5		17	1082	0	0	1082	54	83	20	925	333	309	24	592	64.00%	65.70%
#6		2	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#7		30	3648	0	0	3648	239	263	25	3121	496	436	60	2625	84.11%	85.76%
#8		29	214	0	0	214	11	27	7	169	54	46	8	115	68.05%	71.43%
#9		3	305	0	0	305	9	12	0	284	17	14	3	267	94.01%	95.02%
#10		41	225	0	0	225	26	25	3	171	28	26	2	143	83.63%	84.62%
#11		41	0	0	111	111	1	43	0	67	27	18	9	40	59.70%	68.97%
#12		7	24	0	0	24	1	2	0	21	4	4	0	17	80.95%	80.95%
#13		38	1063	0	0	1063	89	223	12	739	103	64	39	636	86.06%	90.86%
#14		16	433	0	0	433	16	50	2	365	38	34	4	327	89.59%	90.58%
#15		1	17	0	0	17	1	2	0	14	0	0	0	14	100.00%	100.00%
#16		2	614	0	0	614	19	24	3	568	16	13	3	552	97.18%	97.70%
#17		33	2656	0	0	2656	95	185	15	2361	132	103	29	2229	94.41%	95.58%
#18		33	0	1	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#19		30	102	0	0	102	14	10	2	76	30	26	4	46	60.53%	63.89%
#20		3	122	0	0	122	9	17	0	96	7	5	2	89	92.71%	94.68%
#21		2	21	0	0	21	0	3	0	18	5	4	1	13	72.22%	76.47%
#22		5	61	0	0	61	0	2	0	59	4	3	1	55	93.22%	94.83%
#23		4	863	0	0	863	19	43	0	801	25	20	5	776	96.88%	97.49%
#24		0	66	0	0	66	1	13	0	52	7	7	0	45	86.54%	86.54%
#25		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#26		10	192	0	0	192	7	12	1	172	7	4	3	165	95.93%	97.63%
#27		19	638	0	0	638	62	86	3	487	33	31	2	454	93.22%	93.61%
#28		0	225	0	0	225	10	17	3	195	12	12	0	183	93.85%	93.85%
#29		65	18742	0	0	18742	1236	1804	149	15553	966	676	290	14587	93.79%	95.57%
#30		6	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#31		0	24	0	0	24	0	1	0	23	0	0	0	23	100.00%	100.00%
#32		9	163	0	0	163	3	24	0	136	18	16	2	118	86.76%	88.06%
#33		0	10	0	0	10	2	4	0	4	1	1	0	3	75.00%	75.00%
#34		1	79	0	0	79	8	8	0	63	7	4	3	56	88.89%	93.33%
#35		368	144	0	0	144	26	16	4	98	22	19	3	76	77.55%	80.00%
#36		368	0	0	42	42	21	7	1	13	5	3	2	8	61.54%	72.73%
#37		30	74	0	0	74	2	15	0	57	0	0	0	57	100.00%	100.00%
#38		30	0	0	5115	5115	78	480	0	4557	82	43	39	4475	98.20%	99.05%
#39		20	10	0	0	10	0	1	0	9	0	0	0	9	100.00%	100.00%
#40		20	0	0	330	330	12	29	11	278	15	9	6	263	94.60%	96.69%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#41		10	10	0	0	10	2	0	0	8	0	0	0	8	100.00%	100.00%
#42		19	325	0	0	325	12	12	4	297	14	12	2	283	95.29%	95.93%
#43		1	39	0	0	39	4	3	2	30	4	4	0	26	86.67%	86.67%
#44		0	370	0	0	370	44	34	2	290	23	22	1	267	92.07%	92.39%
#45		0	126	0	0	126	11	9	3	103	38	35	3	65	63.11%	65.00%
#46		14	927	0	0	927	33	46	5	843	61	52	9	782	92.76%	93.76%
#47		1	1	0	0	1	1	0	0	0	0	0	0	0	0.00%	0.00%
#48		4	1317	0	0	1317	32	90	15	1180	58	46	12	1122	95.08%	96.06%
#49		0	4	0	0	4	1	0	0	3	0	0	0	3	100.00%	100.00%
#50		65	305	0	0	305	62	42	8	193	25	14	11	168	87.05%	92.31%
#51		65	0	0	1033	1033	27	106	0	900	79	35	44	821	91.22%	95.91%
#52		1	5	0	0	5	0	1	0	4	1	0	1	3	75.00%	100.00%
#53		120	5103	0	0	5103	366	428	85	4224	511	386	125	3713	87.90%	90.58%
#54		120	0	1084	0	1084	166	154	2	762	111	68	43	651	85.43%	90.54%
#55		86	110	0	0	110	28	12	3	67	11	6	5	56	83.58%	90.32%
#56		86	0	0	2266	2266	94	214	17	1941	78	51	27	1863	95.98%	97.34%
#57		3	298	0	0	298	16	13	2	267	16	13	3	251	94.01%	95.08%
#58		34	1855	0	0	1855	223	208	19	1405	233	216	17	1172	83.42%	84.44%
#59		0	152	0	0	152	3	7	0	142	4	3	1	138	97.18%	97.87%
#60		0	15	0	0	15	0	3	0	12	1	1	0	11	91.67%	91.67%
#61		5	96	0	0	96	12	2	3	79	13	10	3	66	83.54%	86.84%
#62		108	625	0	0	625	32	80	22	491	79	42	37	412	83.91%	90.75%
#63		108	0	0	2847	2847	57	278	46	2466	89	39	50	2377	96.39%	98.39%
#64		23	405	0	0	405	19	39	1	346	21	16	5	325	93.93%	95.31%
#65		11	618	0	0	618	34	50	3	531	81	38	43	450	84.75%	92.21%
#66		1	2	0	0	2	0	0	0	2	1	1	0	1	50.00%	50.00%
#67		74	188	0	0	188	14	33	1	140	59	43	16	81	57.86%	65.32%
#68		74	0	1	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#69		3	28	0	0	28	2	8	0	18	2	2	0	16	88.89%	88.89%
#70		12	427	0	0	427	22	71	20	314	95	79	16	219	69.75%	73.49%
#71		376	3610	0	0	3610	344	368	76	2822	356	280	76	2466	87.38%	89.80%
#72		376	0	0	9023	9023	203	773	115	7932	156	96	60	7776	98.03%	98.78%
#73		68	19	0	0	19	1	3	0	15	2	2	0	13	86.67%	86.67%
#74		68	0	473	0	473	89	61	51	272	75	21	54	197	72.43%	90.37%
#75		14	141	0	0	141	6	14	1	120	18	16	2	102	85.00%	86.44%
#76		7	1058	0	0	1058	10	52	9	987	29	21	8	958	97.06%	97.85%
#77		0	226	0	0	226	4	12	0	210	8	7	1	202	96.19%	96.65%
#78		0	0	102	0	102	2	16	2	82	5	2	3	77	93.90%	97.47%
#79		448	38573	0	0	38573	938	2866	208	34561	1857	648	1209	32704	94.63%	98.06%
#80		448	0	0	3081	3081	221	316	61	2483	219	158	61	2264	91.18%	93.48%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#81		41	4455	0	0	4455	270	329	65	3791	187	157	30	3604	95.07%	95.83%
#82		41	0	0	1	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#83		3	160	0	0	160	5	43	1	111	15	14	1	96	86.49%	87.27%
#84		0	37	0	0	37	0	4	0	33	5	3	2	28	84.85%	90.32%
#85		0	27	0	0	27	4	3	0	20	10	4	6	10	50.00%	71.43%
#86		4	363	0	0	363	9	24	3	327	34	23	11	293	89.60%	92.72%
#87		4	0	0	158	158	3	15	1	139	16	7	9	123	88.49%	94.62%
#88		4	15	0	0	15	13	0	0	2	1	1	0	1	50.00%	50.00%
#89		3	17	0	0	17	2	4	0	11	2	1	1	9	81.82%	90.00%
#90		11	1176	0	0	1176	81	150	1	944	46	29	17	898	95.13%	96.87%
#91		172	0	3339	0	3339	38	767	60	2474	1326	1170	156	1148	46.40%	49.53%
#92		5	111	0	0	111	12	11	0	88	24	19	5	64	72.73%	77.11%
#93		5	424	0	0	424	77	22	7	318	82	70	12	236	74.21%	77.12%
#94		44	16	0	0	16	3	0	0	13	1	1	0	12	92.31%	92.31%
#95		44	0	0	651	651	47	106	19	479	263	153	110	216	45.09%	58.54%
#96		116	278	0	0	278	43	84	3	148	67	47	20	81	54.73%	63.28%
#97		116	0	0	211	211	27	56	8	120	40	20	20	80	66.67%	80.00%
#98		124	235	0	0	235	2	24	0	209	7	6	1	202	96.65%	97.12%
#99		124	0	0	20495	20495	301	2208	0	17986	341	214	127	17645	98.10%	98.80%
#100		80	294	0	0	294	1	69	1	223	9	5	4	214	95.96%	97.72%
#101		80	0	0	15277	15277	196	1611	0	13470	902	247	655	12568	93.30%	98.07%
#102		8	83	0	0	83	2	6	0	75	1	1	0	74	98.67%	98.67%
#103		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#104		0	3	0	0	3	1	0	0	2	0	0	0	2	100.00%	100.00%
#105		18	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#106		18	0	0	6	6	0	3	0	3	2	2	0	1	33.33%	33.33%
#107		289	0	2624	0	2624	8	782	33	1801	1122	941	181	679	37.70%	41.91%
#108		2	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#109		22	3291	0	0	3291	158	245	12	2876	116	105	11	2760	95.97%	96.34%
#110		10	386	0	0	386	51	14	12	309	133	120	13	176	56.96%	59.46%
#111		1	85	0	0	85	6	4	0	75	1	0	1	74	98.67%	100.00%
#112		10	457	0	0	457	24	3	6	424	31	28	3	393	92.69%	93.35%
#113		0	4	0	0	4	0	1	0	3	0	0	0	3	100.00%	100.00%
#114		9	39	0	0	39	5	6	2	26	10	6	4	16	61.54%	72.73%
#115		9	0	0	3	3	1	1	0	1	0	0	0	1	100.00%	100.00%
#116		8	116	0	0	116	11	13	1	91	18	15	3	73	80.22%	82.95%
#117		23	219	0	0	219	20	25	2	172	34	27	7	138	80.23%	83.64%
#118		0	28	0	0	28	1	0	0	27	0	0	0	27	100.00%	100.00%
#119		3	402	0	0	402	41	34	7	320	39	30	9	281	87.81%	90.35%
#120		0	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#121		342	6352	0	0	6352	838	1498	83	3933	1348	1122	226	2585	65.73%	69.73%
#122		0	146	0	0	146	20	4	0	122	6	5	1	116	95.08%	95.87%
#123		69	488	0	0	488	20	73	9	386	41	27	14	345	89.38%	92.74%
#124		69	0	0	2236	2236	39	206	52	1939	52	30	22	1887	97.32%	98.44%
#125		8	644	0	0	644	33	22	6	583	23	22	1	560	96.05%	96.22%
#126		4	298	0	0	298	13	14	5	266	57	49	8	209	78.57%	81.01%
#127		9	197	0	0	197	12	11	0	174	8	4	4	166	95.40%	97.65%
#128		3	2	0	0	2	0	0	0	2	1	1	0	1	50.00%	50.00%
#129		3	6	0	0	6	3	1	0	2	1	1	0	1	50.00%	50.00%
#130		34	1854	0	0	1854	40	89	4	1721	93	78	15	1628	94.60%	95.43%
#131		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#132		9	411	0	0	411	43	18	5	345	16	16	0	329	95.36%	95.36%
#133		7	617	0	0	617	36	28	1	552	30	21	9	522	94.57%	96.13%
#134		30	11	0	0	11	1	3	1	6	4	4	0	2	33.33%	33.33%
#135		16	1253	0	0	1253	29	34	13	1177	37	25	12	1140	96.86%	97.85%
#136		156	0	0	1687	1687	37	638	47	965	386	262	124	579	60.00%	68.85%
#137		47	7166	0	0	7166	435	499	60	6172	270	242	28	5902	95.63%	96.06%
#138		47	0	0	11	11	0	2	0	9	0	0	0	9	100.00%	100.00%
#139		11	823	0	0	823	45	56	1	721	31	22	9	690	95.70%	96.91%
#140		1	39	0	0	39	7	5	0	27	11	9	2	16	59.26%	64.00%
#141		23	1145	0	0	1145	79	108	2	956	75	48	27	881	92.15%	94.83%
#142		27	3777	0	0	3777	227	435	5	3110	95	69	26	3015	96.95%	97.76%
#143		22	2	0	0	2	0	0	1	1	0	0	0	1	100.00%	100.00%
#144		0	4	0	0	4	0	1	0	3	2	2	0	1	33.33%	33.33%
#145		2	1904	0	0	1904	81	236	23	1564	179	129	50	1385	88.55%	91.48%
#146		3413	64	0	0	64	3	52	0	9	4	4	0	5	55.56%	55.56%
#147		3413	0	0	413	413	279	95	1	38	37	8	29	1	2.63%	11.11%
#148		1	341	0	0	341	32	33	6	270	25	15	10	245	90.74%	94.23%
#149		0	97	0	0	97	16	4	1	76	6	5	1	70	92.11%	93.33%
#150		46	38	0	0	38	1	14	0	23	4	4	0	19	82.61%	82.61%
#151		5	20	0	0	20	0	2	0	18	2	2	0	16	88.89%	88.89%
#152		9	329	0	0	329	25	58	2	244	21	14	7	223	91.39%	94.09%
#153		0	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#154		28	1480	0	0	1480	117	150	10	1203	98	81	17	1105	91.85%	93.17%
#155		3	154	0	0	154	10	13	1	130	4	4	0	126	96.92%	96.92%
#156		155	11643	0	0	11643	181	815	40	10607	607	528	79	10000	94.28%	94.98%
#157		3	138	0	0	138	8	11	4	115	16	9	7	99	86.09%	91.67%
#158		14	585	0	0	585	28	105	4	448	94	69	25	354	79.02%	83.69%
#159		11	853	0	0	853	50	61	4	738	47	41	6	691	93.63%	94.40%
#160		1	14	0	0	14	0	4	0	10	7	6	1	3	30.00%	33.33%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#161		1	1195	0	0	1195	45	101	28	1021	69	42	27	952	93.24%	95.77%
#162		0	49	0	0	49	2	4	1	42	12	10	2	30	71.43%	75.00%
#163		7	483	0	0	483	41	29	10	403	190	168	22	213	52.85%	55.91%
#164		66	18	0	0	18	0	9	0	9	9	9	0	0	0.00%	0.00%
#165		0	29	0	0	29	0	11	0	18	0	0	0	18	100.00%	100.00%
#166		7	719	0	0	719	50	48	10	611	10	9	1	601	98.36%	98.52%
#167		0	17	0	0	17	0	0	0	17	1	0	1	16	94.12%	100.00%
#168		18	198	0	0	198	22	27	1	148	16	14	2	132	89.19%	90.41%
#169		0	290	0	0	290	14	19	3	254	11	10	1	243	95.67%	96.05%
#170		0	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#171		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#172		2	141	0	0	141	8	19	1	113	5	4	1	108	95.58%	96.43%
#173		0	86	0	0	86	9	14	0	63	9	7	2	54	85.71%	88.52%
#174		21	2442	0	0	2442	218	215	22	1987	173	121	52	1814	91.29%	93.75%
#175		8	1546	0	0	1546	89	134	26	1297	133	116	17	1164	89.75%	90.94%
#176		15	844	0	0	844	46	38	5	755	47	40	7	708	93.77%	94.65%
#177		28	2613	0	0	2613	195	130	27	2261	293	258	35	1968	87.04%	88.41%
#178		0	356	0	0	356	19	40	0	297	25	22	3	272	91.58%	92.52%
#179		0	100	0	0	100	7	6	0	87	6	6	0	81	93.10%	93.10%
#180		1	14	0	0	14	0	2	0	12	4	2	2	8	66.67%	80.00%
#181		53	138	0	0	138	37	16	1	84	20	19	1	64	76.19%	77.11%
#182		53	0	0	490	490	57	55	3	375	41	26	15	334	89.07%	92.78%
#183		1	8	0	0	8	0	1	1	6	0	0	0	6	100.00%	100.00%
#184		4	202	0	0	202	29	28	0	145	23	22	1	122	84.14%	84.72%
#185		38	320	0	0	320	50	26	7	237	45	35	10	192	81.01%	84.58%
#186		0	106	0	0	106	14	4	2	86	10	10	0	76	88.37%	88.37%
#187		9	746	0	0	746	44	114	1	587	52	41	11	535	91.14%	92.88%
#188		0	3	0	0	3	0	2	0	1	1	1	0	0	0.00%	0.00%
#189		1	181	0	0	181	10	18	1	152	18	13	5	134	88.16%	91.16%
#190		0	2	0	0	2	0	0	0	2	1	1	0	1	50.00%	50.00%
#191		0	65	0	0	65	1	0	3	61	3	2	1	58	95.08%	96.67%
#192		3	136	0	0	136	26	18	2	90	15	12	3	75	83.33%	86.21%
#193		3	0	0	268	268	8	15	1	244	26	5	21	218	89.34%	97.76%
#194		3	69	0	0	69	6	12	2	49	32	31	1	17	34.69%	35.42%
#195		0	20	0	0	20	2	6	2	10	3	3	0	7	70.00%	70.00%
#196		1	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#197		0	2	0	0	2	1	0	0	1	0	0	0	1	100.00%	100.00%
#198		50	666	0	0	666	71	67	4	524	105	79	26	419	79.96%	84.14%
#199		50	0	0	220	220	7	19	0	194	10	7	3	184	94.85%	96.34%
#200		9	38	0	0	38	7	5	0	26	10	7	3	16	61.54%	69.57%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (RESIDENCE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#201		4	84	0	0	84	6	8	2	68	8	6	2	60	88.24%	90.91%
#202		13	688	0	0	688	75	83	7	523	48	36	12	475	90.82%	92.95%
#203		9	7	0	0	7	0	2	0	5	5	3	2	0	0.00%	0.00%
#204		6	335	0	0	335	10	27	3	295	47	45	2	248	84.07%	84.64%
#205		6	4	0	0	4	0	2	0	2	2	1	1	0	0.00%	0.00%
#206		8	386	0	0	386	50	93	12	231	67	57	10	164	71.00%	74.21%
#207		0	49	0	0	49	3	3	0	43	4	3	1	39	90.70%	92.86%
#208		105	3805	0	0	3805	337	366	44	3058	1300	1189	111	1758	57.49%	59.65%
#209		0	14	0	0	14	1	6	0	7	7	7	0	0	0.00%	0.00%
#210		1	512	0	0	512	63	32	1	416	16	14	2	400	96.15%	96.62%
#211		4	58	0	0	58	1	2	3	52	30	29	1	22	42.31%	43.14%
#212		5	76	0	0	76	9	16	1	50	7	2	5	43	86.00%	95.56%
#213		1	161	0	0	161	12	17	2	130	12	9	3	118	90.77%	92.91%
#214		0	26	0	0	26	7	2	0	17	5	2	3	12	70.59%	85.71%
#215		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#216		4	242	0	0	242	3	30	3	206	6	5	1	200	97.09%	97.56%
#217		1	27	0	0	27	1	3	2	21	7	5	2	14	66.67%	73.68%
#218		25	0	17	0	17	0	13	2	2	0	0	0	2	100.00%	100.00%
LENS Subtotal		7770	166029	0	0	166029	9215	15020	1404	140390	13378	10122	3256	127012	90.47%	92.62%
EDI Subtotal		781	0	7641	0	7641	303	1794	150	5394	2639	2202	437	2755	51.08%	55.58%
TAG Subtotal		5769	0	0	65976	65976	1716	7276	383	56601	2867	1433	1434	53734	94.93%	97.40%
TOTAL INTERFACES		**14320**	**166029**	**7641**	**65976**	**239646**	**11234**	**24090**	**1937**	**202385**	**18884**	**13757**	**5127**	**183501**	**90.67%**	**93.03%**

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (BUSINESS DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#1		2	0	0	13	13	0	6	0	7	7	3	4	0	0.00%	0.00%
#2		12	6	0	0	6	1	0	0	5	2	1	1	3	60.00%	75.00%
#3		1	20	0	0	20	4	1	0	15	4	4	0	11	73.33%	73.33%
#4		17	2	0	0	2	0	1	0	1	0	0	0	1	100.00%	100.00%
#5		0	7	0	0	7	0	2	1	4	3	3	0	1	25.00%	25.00%
#6		2	11	0	0	11	5	0	0	6	1	1	0	5	83.33%	83.33%
#7		30	25	0	0	25	13	3	0	9	4	4	0	5	55.56%	55.56%
#8		29	610	0	0	610	228	58	13	311	160	137	23	151	48.55%	52.43%
#9		41	191	0	0	191	23	10	9	149	25	23	2	124	83.22%	84.35%
#10		41	0	0	37	37	3	8	0	26	13	7	6	13	50.00%	65.00%
#11		7	52	0	0	52	7	9	5	31	16	15	1	15	48.39%	50.00%
#12		12	12	0	0	12	3	7	0	2	1	1	0	1	50.00%	50.00%
#13		10	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#14		16	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#15		33	46	0	0	46	9	16	0	21	4	3	1	17	80.95%	85.00%
#16		7	16	0	0	16	8	0	0	8	0	0	0	8	100.00%	100.00%
#17		30	238	0	0	238	25	42	7	164	32	28	4	132	80.49%	82.50%
#18		3	4	0	0	4	0	0	0	4	2	2	0	2	50.00%	50.00%
#19		7	253	0	0	253	50	18	6	179	63	54	9	116	64.80%	68.24%
#20		0	3	0	0	3	0	1	0	2	1	1	0	1	50.00%	50.00%
#21		0	4	0	0	4	0	0	1	3	2	2	0	1	33.33%	33.33%
#22		0	76	0	0	76	7	8	0	61	15	14	1	46	75.41%	76.67%
#23		6	121	0	0	121	27	10	2	82	42	31	11	40	48.78%	56.34%
#24		9	1	0	0	1	1	0	0	0	0	0	0	0	0.00%	0.00%
#25		2	21	0	0	21	2	0	0	19	10	9	1	9	47.37%	50.00%
#26		1	6	0	0	6	3	0	0	3	1	0	1	2	66.67%	100.00%
#27		368	693	0	0	693	327	46	24	296	121	110	11	175	59.12%	61.40%
#28		368	0	0	59	59	27	6	6	20	8	7	1	12	60.00%	63.16%
#29		0	4	0	0	4	2	0	0	2	2	2	0	0	0.00%	0.00%
#30		10	65	0	0	65	11	6	0	48	22	16	6	26	54.17%	61.90%
#31		8	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#32		1	3	0	0	3	0	1	0	2	2	0	2	0	0.00%	0.00%
#33		0	13	0	0	13	6	1	0	6	2	2	0	4	66.67%	66.67%
#34		14	12	0	0	12	1	5	0	6	0	0	0	6	100.00%	100.00%
#35		36	18	0	0	18	8	2	1	7	6	4	2	1	14.29%	20.00%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (BUSINESS DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																	
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#36		0	6	0	0	6	3	1	0	2	1	0	1	1	50.00%	100.00%
#37		1	27	0	0	27	26	0	0	1	1	1	0	0	0.00%	0.00%
#38		1	28	0	0	28	18	2	0	8	3	3	0	5	62.50%	62.50%
#39		3	39	0	0	39	12	2	0	25	15	12	3	10	40.00%	45.45%
#40		34	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#41		2	6	0	0	6	0	0	0	6	2	2	0	4	66.67%	66.67%
#42		0	17	0	0	17	3	2	2	10	5	5	0	5	50.00%	50.00%
#43		5	109	0	0	109	14	4	4	87	28	25	3	59	67.82%	70.24%
#44		11	3	0	0	3	2	0	0	1	0	0	0	1	100.00%	100.00%
#45		1	19	0	0	19	11	3	0	5	1	1	0	4	80.00%	80.00%
#46		74	936	0	0	936	190	108	22	616	256	210	46	360	58.44%	63.16%
#47		74	0	5	0	5	4	0	0	1	0	0	0	1	100.00%	100.00%
#48		3	91	0	0	91	34	3	0	54	25	19	6	29	53.70%	60.42%
#49		12	141	0	0	141	11	17	8	105	42	38	4	63	60.00%	62.38%
#50		11	309	0	0	309	42	40	4	223	76	53	23	147	65.92%	73.50%
#51		68	142	0	0	142	22	9	1	110	37	32	5	73	66.36%	69.52%
#52		68	0	1623	0	1623	962	108	114	439	194	111	83	245	55.81%	68.82%
#53		14	112	0	0	112	56	11	4	41	14	11	3	27	65.85%	71.05%
#54		7	3	0	0	3	0	0	0	3	0	0	0	3	100.00%	100.00%
#55		0	2	0	0	2	0	0	0	2	2	1	1	0	0.00%	0.00%
#56		448	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#57		3	615	0	0	615	95	118	1	401	96	78	18	305	76.06%	79.63%
#58		0	9	0	0	9	3	1	0	5	2	2	0	3	60.00%	60.00%
#59		0	6	0	0	6	5	0	0	1	0	0	0	1	100.00%	100.00%
#60		0	1	0	0	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#61		4	77	0	0	77	25	10	1	41	18	10	8	23	56.10%	69.70%
#62		3	2	0	0	2	1	0	0	1	1	1	0	0	0.00%	0.00%
#63		11	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#64		0	13	0	0	13	2	0	0	11	7	4	3	4	36.36%	50.00%
#65		5	248	0	0	248	50	19	2	177	81	74	7	96	54.24%	56.47%
#66		5	50	0	0	50	13	1	1	35	22	20	2	13	37.14%	39.39%
#67		1	3	0	0	3	2	0	0	1	1	1	0	0	0.00%	0.00%
#68		116	734	0	0	734	105	62	22	545	321	281	40	224	41.10%	44.36%
#69		116	0	0	464	464	293	40	4	127	51	38	13	76	59.84%	66.67%
#70		0	3	0	0	3	0	0	0	3	1	1	0	2	66.67%	66.67%

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (BUSINESS DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																	
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#71		8	0	4	0	4	2	0	0	2	1	0	1	1	50.00%	100.00%
#72		10	0	0	11	11	5	2	1	3	3	2	1	0	0.00%	0.00%
#73		21	74	0	0	74	39	11	0	24	11	6	5	13	54.17%	68.42%
#74		4	4	0	0	4	0	0	1	3	2	2	0	1	33.33%	33.33%
#75		0	17	0	0	17	3	2	0	12	1	1	0	11	91.67%	91.67%
#76		0	0	0	2	2	1	0	0	1	1	0	1	0	0.00%	0.00%
#77		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#78		0	3	0	0	3	2	0	0	1	0	0	0	1	100.00%	100.00%
#79		0	5	0	0	5	2	1	0	2	1	0	1	1	50.00%	100.00%
#80		0	1	0	0	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#81		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#82		0	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#83		0	0	0	6	6	0	4	1	1	1	1	0	0	0.00%	0.00%
#84		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#85		0	0	0	3	3	3	0	0	0	0	0	0	0	0.00%	0.00%
#86		18	23	0	0	23	5	0	0	18	3	1	2	15	83.33%	93.75%
#87		18	0	0	313	313	60	56	1	196	63	49	14	133	67.86%	73.08%
#88		4	0	0	18	18	1	8	1	8	4	3	1	4	50.00%	57.14%
#89		2	133	0	0	133	14	8	1	110	91	56	35	19	17.27%	25.33%
#90		2	0	0	11	11	3	0	0	8	6	2	4	2	25.00%	50.00%
#91		113	0	9	0	9	0	5	0	4	2	2	0	2	50.00%	50.00%
#92		22	3	0	0	3	1	0	0	2	1	1	0	1	50.00%	50.00%
#93		10	274	0	0	274	77	14	9	174	80	68	12	94	54.02%	58.02%
#94		1	3	0	0	3	0	1	0	2	1	1	0	1	50.00%	50.00%
#95		0	13	0	0	13	3	0	0	10	3	3	0	7	70.00%	70.00%
#96		9	159	0	0	159	20	16	8	115	54	47	7	61	53.04%	56.48%
#97		9	0	0	66	66	43	7	2	14	5	2	3	9	64.29%	81.82%
#98		23	127	0	0	127	50	11	0	66	42	30	12	24	36.36%	44.44%
#99		23	0	0	2	2	2	0	0	0	0	0	0	0	0.00%	0.00%
#100		0	1	0	0	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#101		342	752	0	0	752	189	165	16	382	251	182	69	131	34.29%	41.85%
#102		0	21	0	0	21	6	4	0	11	8	7	1	3	27.27%	30.00%
#103		8	2	0	0	2	0	0	0	2	1	0	1	1	50.00%	100.00%
#104		3	13	0	0	13	12	0	0	1	0	0	0	1	100.00%	100.00%
#105		3	76	0	0	76	10	7	1	58	18	14	4	40	68.97%	74.07%

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (BUSINESS DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#106		0	4	0	0	4	0	3	0	1	1	1	0	0	0.00%	0.00%
#107		7	2	0	0	2	0	0	1	1	1	1	0	0	0.00%	0.00%
#108		30	1072	0	0	1072	170	143	19	740	282	252	30	458	61.89%	64.51%
#109		16	8	0	0	8	0	0	0	8	1	1	0	7	87.50%	87.50%
#110		9	51	0	0	51	13	12	3	23	12	10	2	11	47.83%	52.38%
#111		156	0	0	64	64	5	39	0	20	14	11	3	6	30.00%	35.29%
#112		0	5	0	0	5	3	1	0	1	0	0	0	1	100.00%	100.00%
#113		11	1	0	0	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#114		1	3	0	0	3	2	0	0	1	1	1	0	0	0.00%	0.00%
#115		23	3	0	0	3	2	0	0	1	1	1	0	0	0.00%	0.00%
#116		22	167	0	0	167	13	3	1	150	72	58	14	78	52.00%	57.35%
#117		6	52	0	0	52	12	7	0	33	13	10	3	20	60.61%	66.67%
#118		2	17	0	0	17	2	0	1	14	7	1	6	7	50.00%	87.50%
#119		3413	64	0	0	64	14	25	0	25	24	23	1	1	4.00%	4.17%
#120		3413	0	0	107	107	37	59	1	10	10	2	8	0	0.00%	0.00%
#121		1	2	0	0	2	0	0	1	1	0	0	0	1	100.00%	100.00%
#122		46	475	0	0	475	70	78	10	317	130	112	18	187	58.99%	62.54%
#123		15	76	0	0	76	18	6	3	49	22	22	0	27	55.10%	55.10%
#124		9	48	0	0	48	3	21	3	21	10	6	4	11	52.38%	64.71%
#125		0	17	0	0	17	7	2	0	8	2	0	2	6	75.00%	100.00%
#126		3	11	0	0	11	1	4	0	6	4	3	1	2	33.33%	40.00%
#127		155	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#128		0	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#129		11	5	0	0	5	0	1	0	4	2	2	0	2	50.00%	50.00%
#130		1	46	0	0	46	4	7	1	34	22	18	4	12	35.29%	40.00%
#131		2	4	0	0	4	0	2	0	2	2	1	1	0	0.00%	0.00%
#132		1	3	0	0	3	0	1	0	2	1	1	0	1	50.00%	50.00%
#133		6	111	0	0	111	20	15	1	75	18	14	4	57	76.00%	80.28%
#134		7	11	0	0	11	4	2	0	5	1	1	0	4	80.00%	80.00%
#135		66	25	0	0	25	7	5	0	13	3	2	1	10	76.92%	83.33%
#136		7	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#137		0	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#138		18	30	0	0	30	2	9	0	19	7	6	1	12	63.16%	66.67%
#139		0	1	0	0	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#140		0	5	0	0	5	2	2	0	1	1	1	0	0	0.00%	0.00%

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (BUSINESS DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																	
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#141		2	5	0	0	5	0	2	0	3	0	0	0	3	100.00%	100.00%
#142		0	1	0	0	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#143		21	12	0	0	12	2	1	0	9	3	3	0	6	66.67%	66.67%
#144		8	7	0	0	7	1	0	1	5	1	1	0	4	80.00%	80.00%
#145		15	5	0	0	5	1	0	0	4	1	1	0	3	75.00%	75.00%
#146		1	18	0	0	18	1	13	0	4	2	1	1	2	50.00%	66.67%
#147		4	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#148		38	5	0	0	5	3	0	0	2	1	1	0	1	50.00%	50.00%
#149		9	7	0	0	7	0	1	0	6	1	0	1	5	83.33%	100.00%
#150		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#151		0	10	0	0	10	0	0	0	10	1	1	0	9	90.00%	90.00%
#152		3	0	0	2	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#153		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#154		1	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#155		10	6	0	0	6	3	0	0	3	3	3	0	0	0.00%	0.00%
#156		9	62	0	0	62	8	17	4	33	19	16	3	14	42.42%	46.67%
#157		0	10	0	0	10	1	1	0	8	5	3	2	3	37.50%	50.00%
#158		0	39	0	0	39	6	5	3	25	14	13	1	11	44.00%	45.83%
#159		13	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#160		9	9	0	0	9	2	3	0	4	0	0	0	4	100.00%	100.00%
#161		6	2	0	0	2	1	0	0	1	1	1	0	0	0.00%	0.00%
#162		8	154	0	0	154	56	26	4	68	44	36	8	24	35.29%	40.00%
#163		105	135	0	0	135	32	20	3	80	39	34	5	41	51.25%	54.67%
#164		1	4	0	0	4	2	0	0	2	0	0	0	2	100.00%	100.00%
#165		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#166		25	4	0	0	4	3	0	0	1	1	1	0	0	0.00%	0.00%
#167		25	0	3	0	3	1	1	0	1	0	0	0	1	100.00%	100.00%
#168		0	0	0	1	1	0	0	0	1	1	1	0	0	0.00%	0.00%
LENS Subtotal		6194	10826	0	0	10826	2440	1342	236	6808	2953	2440	513	3855	56.62%	61.24%
EDI Subtotal		288	0	1644	0	1644	969	114	114	447	197	113	84	250	55.93%	68.87%
TAG Subtotal		4165	0	0	1180	1180	483	235	17	445	188	128	60	257	57.75%	66.75%
TOTAL INTERFACES		**10647**	**10826**	**1644**	**1180**	**13650**	**3892**	**1691**	**367**	**7700**	**3338**	**2681**	**657**	**4362**	**56.65%**	**61.93%**

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (UNE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#1		1	12	0	0	12	2	7	0	3	1	1	0	2	66.67%	66.67%
#2		29	1	0	0	1	1	0	0	0	0	0	0	0	0.00%	0.00%
#3		12	213	0	0	213	27	32	0	154	71	12	59	83	53.90%	87.37%
#4		10	0	146	0	146	70	26	23	27	11	7	4	16	59.26%	69.57%
#5		7	2	0	0	2	0	0	0	2	0	0	0	2	100.00%	100.00%
#6		30	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#7		7	2	0	0	2	0	0	1	1	1	0	1	0	0.00%	0.00%
#8		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#9		9	0	186	0	186	128	24	22	12	8	8	0	4	33.33%	33.33%
#10		9	0	0	2	2	1	0	0	1	1	1	0	0	0.00%	0.00%
#11		42	0	212	0	212	163	22	11	16	11	8	3	5	31.25%	38.46%
#12		368	4102	0	0	4102	927	572	100	2503	994	897	97	1509	60.29%	62.72%
#13		368	0	0	224	224	131	22	7	64	19	18	1	45	70.31%	71.43%
#14		0	3	0	0	3	1	0	0	2	1	1	0	1	50.00%	50.00%
#15		0	38	0	0	38	10	7	0	21	15	15	0	6	28.57%	28.57%
#16		8	27	0	0	27	0	6	6	15	10	3	7	5	33.33%	62.50%
#17		36	0	464	0	464	343	35	42	44	33	24	9	11	25.00%	31.43%
#18		120	0	0	1	1	0	0	0	1	1	1	0	0	0.00%	0.00%
#19		0	0	0	2	2	1	1	0	0	0	0	0	0	0.00%	0.00%
#20		50	0	245	0	245	109	53	44	39	23	19	4	16	41.03%	45.71%
#21		11	31	0	0	31	5	24	0	2	2	1	1	0	0.00%	0.00%
#22		68	0	15	0	15	1	5	2	7	3	1	2	4	57.14%	80.00%
#23		16	0	964	0	964	261	60	0	643	2	1	1	641	99.69%	99.84%
#24		0	12	0	0	12	1	1	4	6	6	6	0	0	0.00%	0.00%
#25		448	0	0	8	8	0	8	0	0	0	0	0	0	0.00%	0.00%
#26		11	7	0	0	7	0	4	0	3	3	3	0	0	0.00%	0.00%
#27		15	140	0	0	140	0	33	7	100	63	26	37	37	37.00%	58.73%
#28		172	0	1	0	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#29		0	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#30		116	40	0	0	40	10	16	1	13	13	12	1	0	0.00%	0.00%
#31		116	0	0	43	43	18	17	1	7	6	5	1	1	14.29%	16.67%
#32		8	8	0	0	8	6	0	0	2	2	0	2	0	0.00%	0.00%
#33		0	5	0	0	5	1	3	0	1	1	1	0	0	0.00%	0.00%
#34		21	0	313	0	313	191	45	23	54	12	6	6	42	77.78%	87.50%
#35		25	0	104	0	104	26	25	6	47	46	6	40	1	2.13%	14.29%
#36		0	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#37		113	1	0	0	1	0	0	0	1	0	0	0	1	100.00%	100.00%

ORDERING

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (UNE DETAIL)
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES																
Company Info		LSR SUBMISSION					LSR PROCESSING								FLOWTHROUGH	
		LEO					LESOG									
		Mechanized Interface Used					Manual	Rejects		Validated	Errors					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	Pending Supps	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
#38		113	0	165	0	165	139	4	0	22	15	12	3	7	31.82%	36.84%
#39		9	12	0	0	12	2	7	0	3	3	2	1	0	0.00%	0.00%
#40		9	0	0	9	9	5	2	0	2	2	0	2	0	0.00%	0.00%
#41		23	33	0	0	33	7	13	2	11	11	11	0	0	0.00%	0.00%
#42		3	0	23	0	23	1	9	3	10	3	1	2	7	70.00%	87.50%
#43		3413	2298	0	0	2298	231	388	49	1630	479	383	96	1151	70.61%	75.03%
#44		3413	0	0	57620	57620	9190	8943	941	38546	10612	8778	1834	27934	72.47%	76.09%
#45		1	0	0	1	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#46		0	0	0	2	2	0	0	0	2	2	2	0	0	0.00%	0.00%
#47		1	141	0	0	141	40	30	3	68	5	4	1	63	92.65%	94.03%
#48		66	1618	0	0	1618	276	310	31	1001	351	293	58	650	64.94%	68.93%
#49		66	0	0	15	15	12	1	0	2	1	1	0	1	50.00%	50.00%
#50		0	2	0	0	2	0	1	0	1	1	1	0	0	0.00%	0.00%
#51		15	0	0	32	32	0	0	0	32	32	31	1	0	0.00%	0.00%
#52		21	3	0	0	3	0	0	1	2	2	1	1	0	0.00%	0.00%
#53		39	0	0	790	790	400	8	23	359	154	136	18	205	57.10%	60.12%
#54		1	1	0	0	1	0	0	0	1	1	0	1	0	0.00%	0.00%
#55		1	125	0	0	125	19	24	7	75	48	37	11	27	36.00%	42.19%
#56		10	155	0	0	155	47	18	2	88	35	33	2	53	60.23%	61.63%
#57		5	123	0	0	123	16	46	2	59	12	9	3	47	79.66%	83.93%
#58		5	0	0	1	1	0	0	0	1	0	0	0	1	100.00%	100.00%
#59		9	751	0	0	751	118	181	12	440	163	129	34	277	62.95%	68.23%
#60		9	0	0	7	7	6	0	0	1	1	1	0	0	0.00%	0.00%
#61		6	19	0	0	19	0	17	0	2	2	2	0	0	0.00%	0.00%
#62		8	1	0	0	1	0	1	0	0	0	0	0	0	0.00%	0.00%
#63		23	0	89	0	89	21	17	14	37	25	15	10	12	32.43%	44.44%
#64		25	0	123	0	123	90	22	9	2	2	2	0	0	0.00%	0.00%
LENS Subtotal		4309	9930	0	0	9930	1747	1743	228	6212	2297	1884	413	3915	63.02%	67.51%
EDI Subtotal		613	0	3050	0	3050	1543	347	199	961	195	110	85	766	79.71%	87.44%
TAG Subtotal		4618	0	0	58758	58758	9764	9002	972	39020	10833	8974	1859	28187	72.24%	75.85%
TOTAL INTERFACES		**9540**	**9930**	**3050**	**58758**	**71738**	**13054**	**11092**	**1399**	**46193**	**13325**	**10968**	**2357**	**32868**	**71.15%**	**74.98%**

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES											
ERROR DETAILS (Auto Clarifications (A) & Errors (E))					CAUSATION					
					CLEC Caused			BST Caused		
Error Type (by error code)	Count	%	Σ %	Error Description	Count	% of Agg	% of CLEC	Count	% of Agg	% of BST Caused
8825	12589	16.33%	16.33%	MISCELLANEOUS	3575	28.40%	5.78%	9014	71.60%	59.295%
1000	7272	9.43%	25.76%	MISCELLANEOUS	7020	96.53%	11.34%	252	3.47%	1.658%
7400	4726	6.13%	31.89%	CLEC DOES NOT OWN THIS ACCOUNT.	4725	99.98%	7.63%	1	0.02%	0.007%
8190	3005	3.90%	35.79%	INVALID USOC FOR BASIC CLASS OF SERVICE. FORMAT SAE 434 I1 S98CP /TN /PKG VM	3005	100.00%	4.85%	0	0.00%	0.000%
9641	2866	3.72%	39.50%	REQUESTED ACTIVITY ALREADY PENDING DM4V32	2864	99.93%	4.63%	2	0.07%	0.013%
8175	2687	3.49%	42.99%	USOC NOT AVAILABLE IN SWITCH. FORMAT SAE 180N I1 ESXDC	2687	100.00%	4.34%	0	0.00%	0.000%
7435	2567	3.33%	46.32%	WKG SVC - INPUT ADL, CONVSN ORD OR NOTE ABAND STA	2567	100.00%	4.15%	0	0.00%	0.000%
8970	2325	3.02%	49.33%	FID RCU WITH TWC FOUND ON SAME LINE AS 3-WAY CALLING USOC	2321	99.83%	3.75%	4	0.17%	0.026%
7055	2319	3.01%	52.34%	NUM= TELNO= ACCOUNT IS FINAL	2303	99.31%	3.72%	16	0.69%	0.105%
9602	2308	2.99%	55.34%	USOC=NSS ALREADY EXISTS ON CUSTOMER RECORD	2291	99.26%	3.70%	17	0.74%	0.112%
8150	2195	2.85%	58.18%	ORDER HAS BEEN REQUEUED FOR THE MAXIMUM NUMBER OF OCCURRENCES	551	25.10%	0.89%	1644	74.90%	10.814%
9627	2113	2.74%	60.92%	ALL CUSTOMER RECORDS ARE FINAL FOR THIS NUMBER	2108	99.76%	3.41%	5	0.24%	0.033%
8830	1838	2.38%	63.31%	CLEC ALREADY OWNS THIS ACCOUNT	1810	98.48%	2.92%	28	1.52%	0.184%
7805	1727	2.24%	65.55%	SITE COULD NOT BE DETERMINED	1141	66.07%	1.84%	586	33.93%	3.855%
7465	1686	2.19%	67.73%	CANNOT CANCEL ORDER	1098	65.12%	1.77%	588	34.88%	3.868%
8167	1375	1.78%	69.52%	INVALID USOC CHARACTER. FORMAT SAE 013 I1 CREXI	1375	100.00%	2.22%	0	0.00%	0.000%
8189	1345	1.74%	71.26%	USOC IS NOT VALID ON BST FILE. FORMAT SAE 433 I1 CREX6	1345	100.00%	2.17%	0	0.00%	0.000%
7645	1219	1.58%	72.84%	MATCH IN CSR SA AND LSR HOUSENUM NOT FOUND	482	39.54%	0.78%	737	60.46%	4.848%
9481	1128	1.46%	74.31%	LNUM=00001 FEATURE DOES NOT EXIST ON ACCOUNT TO DISCONNECT	1122	99.47%	1.81%	6	0.53%	0.039%
7718	1043	1.35%	75.66%	UNABLE TO RETRIEVE PSO TO PROCESS SUP	417	39.98%	0.67%	626	60.02%	4.118%
7860	1005	1.30%	76.96%	RSAG - NO EXACT MATCH ON STREET NAME	1002	99.70%	1.62%	3	0.30%	0.020%
9529	1004	1.30%	78.26%	CANNOT RESTORE A LINE WHICH IS NOT SUSPENDED/DENIED	1003	99.90%	1.62%	1	0.10%	0.007%
9515	949	1.23%	79.50%	WKG SVC-INPUT ADL, CONVERSION ORDER OR NOTE ABANDONED STATION	942	99.26%	1.52%	7	0.74%	0.046%
9637	920	1.19%	80.69%	STAR 98 SERVICE IS NOT AVAILABLE FOR THIS CENTRAL OFFICE	911	99.02%	1.47%	9	0.98%	0.059%
7250	915	1.19%	81.88%	LSR HOUSENUMBER INCORRECT	911	99.56%	1.47%	4	0.44%	0.026%
8187	889	1.15%	83.03%	USOC MAY NOT APPEAR ON REQUEST. FORMAT SAE 431 T1 EMP1S /TN	889	100.00%	1.44%	0	0.00%	0.000%
9805	806	1.05%	84.07%	NO DENIAL INDICATOR ON CUSTOMER RECORD	806	100.00%	1.30%	0	0.00%	0.000%
7110	732	0.95%	85.02%	COFFI NOT AVAILABLE	301	41.12%	0.49%	431	58.88%	2.835%
8195	633	0.82%	85.84%	CALL FORWARDING USOC MUST NOT APPEAR. FORMAT SAE 540 I1 GCJ /TN /CFND	633	100.00%	1.02%	0	0.00%	0.000%
7020	607	0.79%	86.63%	NUM= TELNO= TN NOT FOUND IN CRIS	605	99.67%	0.98%	2	0.33%	0.013%
9496	565	0.73%	87.36%	TNS= ON LNUM=00004 NOT FOUND ON EATN= FOR ACT=	492	87.08%	0.79%	73	12.92%	0.480%
7630	526	0.68%	88.05%	MEMORY CALL SERVICE NOT AVAILABLE IN SWITCH	193	36.69%	0.31%	333	63.31%	2.191%
7735	493	0.64%	88.69%	INVALID/MISSING LISTING NAME OR TYPE	493	100.00%	0.80%	0	0.00%	0.000%
7660	468	0.61%	89.29%	USOC FUJ1X NOT FOR RESALE	466	99.57%	0.75%	2	0.43%	0.013%
8240	434	0.56%	89.86%	INVALID LINE CLASS OF SVC FOR REQUESTED SERVICE	434	100.00%	0.70%	0	0.00%	0.000%
8940	432	0.56%	90.42%	CALL FORWARDING NUMBER MISSING OR INVALID	430	99.54%	0.69%	2	0.46%	0.013%
8820	344	0.45%	90.86%	SOCS ERROR: LUD BILL 004 ACT CODE NOT FOR THIS ORD TYPE	227	65.99%	0.37%	117	34.01%	0.770%
8197	342	0.44%	91.31%	CALL FORWARDING USOC MUST APPEAR. FORMAT SAE 541	342	100.00%	0.55%	0	0.00%	0.000%

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES											
ERROR DETAILS (Auto Clarifications (A) & Errors (E))					CAUSATION						
					CLEC Caused			BST Caused			
Error Type (by error code)	Count	%	Σ %	Error Description	Count	% of Agg	% of CLEC	Count	% of Agg	% of BST Caused
7710	341	0.44%	91.75%	CANNOT CANCEL OR CHANGE DUE DATE ON NON-EXISTENT ORDER	237	69.50%	0.38%	104	30.50%	0.684%
8204	319	0.41%	92.16%	BCR/NSS/NX8 INVALID USOC COMBINATION. FORMAT SAE 575 R1 NSS /TN /SED 08-03-(	319	100.00%	0.52%	0	0.00%	0.000%
8209	317	0.41%	92.57%	USOC COMBINATION IS INVALID. FORMAT SAE 587 I1 ESXDC /TN	317	100.00%	0.51%	0	0.00%	0.000%
9442	282	0.37%	92.94%	DLNUM=0002 LTN= ALI MUST BE UNIQUE	279	98.94%	0.45%	3	1.06%	0.020%
9860	282	0.37%	93.30%	UNABLE TO HANDLE REQUEST; ENDUSER ACCOUNT FROZEN	282	100.00%	0.46%	0	0.00%	0.000%
8173	263	0.34%	93.65%	INVALID CLASS OF SERVICE. FORMAT IDNT 131 UEPRL=	263	100.00%	0.42%	0	0.00%	0.000%
9647	243	0.32%	93.96%	BAN DOES NOT EXIST FOR COMPANY CODE	243	100.00%	0.39%	0	0.00%	0.000%
9488	239	0.31%	94.27%	DISPOSITION OF ALL LINES REQUIRED ON ACT V	239	100.00%	0.39%	0	0.00%	0.000%
7890	230	0.30%	94.57%	RSAG - NO EXACT MATCH ON SUPPLEMENTAL ADDRESS	228	99.13%	0.37%	2	0.87%	0.013%
8207	218	0.28%	94.85%	BRD/NSQ/NX9 INVALID USOC COMBINATION. FORMAT SAE 576 I1 NX9 /TN	218	100.00%	0.35%	0	0.00%	0.000%
7225	195	0.25%	95.11%	USOC=: EXC IS MISSING	194	99.49%	0.31%	1	0.51%	0.007%
9439	189	0.25%	95.35%	LTN= DISPOSITION OF LISTINGS ON MIGRATED LINES REQUIRED	188	99.47%	0.30%	1	0.53%	0.007%
7905	183	0.24%	95.59%	RSAG - INCORRECT COMMUNITY, INCORRECT ZIP CODE OR INVALID ADDRESS FORMAT	183	100.00%	0.30%	0	0.00%	0.000%
7115	172	0.22%	95.81%	DSAP TELEPHONE NUMBER NOT ACTIVE/FOUND IN SITE	69	40.12%	0.11%	103	59.88%	0.678%
9160	169	0.22%	96.03%	LOCBAN INVALID FOR PORTED NUMBER ACTIVITY	169	100.00%	0.27%	0	0.00%	0.000%
7500	163	0.21%	96.24%	DUE DATE COULD NOT BE DETERMINED	37	22.70%	0.06%	126	77.30%	0.829%
8170	154	0.20%	96.44%	USOC MAY ONLY APPEAR ONCE. FORMAT SAE 110 I1 CREX1 /TN 305 556-3023 /RMKR (A	154	100.00%	0.25%	0	0.00%	0.000%
7245	136	0.18%	96.62%	NUM= ZCRT FID, DATA, OR DELIMITER IS MISSING	130	95.59%	0.21%	6	4.41%	0.039%
7715	136	0.18%	96.79%	SOCS TIMEOUT/NOT AVAILABLE	60	44.12%	0.10%	76	55.88%	0.500%
9626	130	0.17%	96.96%	CLASS OF SERVICE LNPRL NOT ELIGIBLE FOR CONVERSION TO PORT/LOOP	130	100.00%	0.21%	0	0.00%	0.000%
9475	129	0.17%	97.13%	ACT= ALLOWED ONLY ON SAME LOCNUM SERVICE ADDRESS	129	100.00%	0.21%	0	0.00%	0.000%
9800	125	0.16%	97.29%	MAIN LISTING REQUIRED FOR NEW ACCOUNT	125	100.00%	0.20%	0	0.00%	0.000%
9605	123	0.16%	97.45%	USOC NOT FOR RESALE FORMAT SAE 959 T1 PGRAX /ZPGR 1 /RMKR (A)	123	100.00%	0.20%	0	0.00%	0.000%
7145	109	0.14%	97.59%	INTERVAL BETWEEN DATE RECEIVED AND DDD IS INVALID	108	99.08%	0.17%	1	0.92%	0.007%
7555	109	0.14%	97.73%	FID MISSING IN FEATURE DETAIL	99	90.83%	0.16%	10	9.17%	0.066%
9654	106	0.14%	97.87%	DIRECTORY DELIVERY ADDRESS IS REQUIRED FOR INDEFINITE OR UNNUMBERED ENDU	106	100.00%	0.17%	0	0.00%	0.000%
7910	98	0.13%	98.00%	RSAG - NO MATCH ON EXACT STREET NAME	60	61.22%	0.10%	38	38.78%	0.250%
7725	84	0.11%	98.11%	WAITING PERIOD EQUALS 5 MINUTES	16	19.05%	0.03%	68	80.95%	0.447%
7380	74	0.10%	98.20%	UNE - ACTL INVALID	74	100.00%	0.12%	0	0.00%	0.000%
8179	70	0.09%	98.29%	NPA NXX NOT VALID. FORMAT SAE 184 I1 NXMCR	70	100.00%	0.11%	0	0.00%	0.000%
7815	64	0.08%	98.38%	FID=RCU INVALID OR MISSING DATA	57	89.06%	0.09%	7	10.94%	0.046%
7900	60	0.08%	98.46%	RSAG - NO MATCH ON STREET NAME	58	96.67%	0.09%	2	3.33%	0.013%
9245	55	0.07%	98.53%	CORRECT ECCKT IS REQUIRED FOR LNA , LNUM	55	100.00%	0.09%	0	0.00%	0.000%
7945	51	0.07%	98.59%	RSAG SYSTEM ERROR	6	11.76%	0.01%	45	88.24%	0.296%
8177	50	0.06%	98.66%	USOC INVALID FOR THIS SWITCH. FORMAT SAE 183 I1 TTR	50	100.00%	0.08%	0	0.00%	0.000%
7315	47	0.06%	98.72%	CANNOT GENERATE BILLING NAME AND ADDRESS FIDS	42	89.36%	0.07%	5	10.64%	0.033%
9470	43	0.06%	98.77%	LOCATION QUANTITY DOES NOT EQUAL THE NUMBER OF END USER DETAIL RECORDS F	43	100.00%	0.07%	0	0.00%	0.000%
8183	41	0.05%	98.83%	AREA CALLING PLAN USOC MISMATCH. FORMAT 320 LINE UPP :0000000 / LINE ASSIGN :(	41	100.00%	0.07%	0	0.00%	0.000%

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES											
ERROR DETAILS (Auto Clarifications (A) & Errors (E))					CAUSATION						
					CLEC Caused			BST Caused			
Error Type (by error code)	Count	%	Σ %	Error Description	Count	% of Agg	% of CLEC	Count	% of Agg	% of BST Caused
7300	40	0.05%	98.88%	UNE - CANNOT GENERATE CLASS OF SERVICE USOC	40	100.00%	0.06%	0	0.00%	0.000%
7360	38	0.05%	98.93%	LIFELINE SERVICE NOT AVAILABLE	13	34.21%	0.02%	25	65.79%	0.164%
7230	37	0.05%	98.98%	REFERENCE OF CALL OPTION NOT VALID FOR THIS ACCOUNT ACTIVITY TYPE	36	97.30%	0.06%	1	2.70%	0.007%
9015	36	0.05%	99.02%	SUP FAILED TO UPDATE DUE DATE	21	58.33%	0.03%	15	41.67%	0.099%
7445	34	0.04%	99.07%	UNE - CALL FORWARD TN REQUIRED	34	100.00%	0.05%	0	0.00%	0.000%
8199	34	0.04%	99.11%	GCJRC/GCJ COMBINATION INVALID. FORMAT SAE 560 I1 GCJRC /TN /PKG VM-CSP-S98F	34	100.00%	0.05%	0	0.00%	0.000%
8415	34	0.04%	99.16%	LSF LP ALREADY EXISTS ON ACCOUNT	34	100.00%	0.05%	0	0.00%	0.000%
9820	34	0.04%	99.20%	INVALID LINE ACTIVITY FOR SUSPENDED ACCOUNT	34	100.00%	0.05%	0	0.00%	0.000%
7295	33	0.04%	99.24%	LINE CLASS OF SERVICE MISSING. NUM AND TN REQUIRED	20	60.61%	0.03%	13	39.39%	0.086%
8180	31	0.04%	99.28%	CALL WAITING DELUXE USOC MUST CHANGE. FORMAT SAE 312	31	100.00%	0.05%	0	0.00%	0.000%
9479	28	0.04%	99.32%	LNUM=00001 FEATURE DOES NOT EXIST ON ACCOUNT TO MODIFY	28	100.00%	0.05%	0	0.00%	0.000%
9165	25	0.03%	99.35%	INVALID NPA NXX	25	100.00%	0.04%	0	0.00%	0.000%
7375	24	0.03%	99.38%	UNE - BOCABS SCREEN ERROR BOE001 ACCOUNT NUMBER NOT FOUND	24	100.00%	0.04%	0	0.00%	0.000%
9516	24	0.03%	99.41%	WSOP OF V AND ADL NOT ALLOWED ON SAME ATN	21	87.50%	0.03%	3	12.50%	0.020%
9543	24	0.03%	99.44%	LOCNUM= HNUM= HT= HT CANNOT BE IN MORE THAN ONE HID	24	100.00%	0.04%	0	0.00%	0.000%
9471	22	0.03%	99.47%	TOTAL QUANTITY OF VCA AND SCO SHOULD EQUAL IWJQ	21	95.45%	0.03%	1	4.55%	0.007%
9466	21	0.03%	99.50%	UNABLE TO DETERMINE BLOCK CHOICE	20	95.24%	0.03%	1	4.76%	0.007%
9616	21	0.03%	99.53%	YPH INVALID	21	100.00%	0.03%	0	0.00%	0.000%
9628	21	0.03%	99.56%	REQUEST DOES NOT QUALIFY FOR STAR 98 SERVICE	21	100.00%	0.03%	0	0.00%	0.000%
9000	20	0.03%	99.58%	LSO/LOCBAN (NPANXX) MISSING OR INVALID	19	95.00%	0.03%	1	5.00%	0.007%
7690	19	0.02%	99.61%	UNE - ACTL AND ENDUSER LSO MUST BE THE SAME FOR LOOP/LINP SERVICE	19	100.00%	0.03%	0	0.00%	0.000%
9476	17	0.02%	99.63%	IS NOT FOUND ON CSR TO DISCONNECT	17	100.00%	0.03%	0	0.00%	0.000%
7267	16	0.02%	99.65%	UNE - LOCBAN MISSING FOR LINP ORDER	16	100.00%	0.03%	0	0.00%	0.000%
8835	16	0.02%	99.67%	USOC/FID CANNOT BE DELETED FOR WORKING TN	16	100.00%	0.03%	0	0.00%	0.000%
9155	16	0.02%	99.69%	UNE - PORTED OUT NUMBER	16	100.00%	0.03%	0	0.00%	0.000%
9484	16	0.02%	99.71%	TNS= FOR LNUM=00001 ALREADY EXIST ON ATN=	15	93.75%	0.02%	1	6.25%	0.007%
7255	15	0.02%	99.73%	NUM= TELNO= DEGREE OR PROF AFFILIATION NOT ALLOWED ON RESIDENTIAL SERVIC	15	100.00%	0.02%	0	0.00%	0.000%
9606	14	0.02%	99.75%	TNS CANNOT BE REASSIGNED FOR 90 DAYS	14	100.00%	0.02%	0	0.00%	0.000%
9060	10	0.01%	99.76%	EU-STREET-1 REQUIRED	10	100.00%	0.02%	0	0.00%	0.000%
9495	10	0.01%	99.77%	EATN= MUST EXIST FOR ACT P AND Q	10	100.00%	0.02%	0	0.00%	0.000%
9523	10	0.01%	99.79%	LOCNUM=000 HNUM=00001 HT= MIXED NPA(S) ARE NOT ALLOWED FOR HUNTING IN THIS	9	90.00%	0.01%	1	10.00%	0.007%
7495	9	0.01%	99.80%	UNE - DIR LOCATOR PROBLEM	2	22.22%	0.00%	7	77.78%	0.046%
7880	9	0.01%	99.81%	RSAG - NO MATCH ON TELEPHONE NUMBER	4	44.44%	0.01%	5	55.56%	0.033%
8250	9	0.01%	99.82%	USOC= NOT APPLICABLE TO PORT LOOP SERVICE	9	100.00%	0.01%	0	0.00%	0.000%
9772	9	0.01%	99.83%	UNE - ECCKT PROHIBITED WITH LINE ACTIVITY OF A	8	88.89%	0.01%	1	11.11%	0.007%
8995	8	0.01%	99.84%	SEMICOLON DISALLOWED WITH (+) SIGN IN PERSONAL NAME LISTINGS	8	100.00%	0.01%	0	0.00%	0.000%
9517	7	0.01%	99.85%	UNDC INVALID IF PIC ALREADY EXISTS	7	100.00%	0.01%	0	0.00%	0.000%
7095	6	0.01%	99.86%	INCORRECT RATE ZONE DATA RECEIVED FROM RSAG	3	50.00%	0.00%	3	50.00%	0.020%

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES											
ERROR DETAILS (Auto Clarifications (A) & Errors (E))					CAUSATION					
					CLEC Caused			BST Caused		
Error Type (by error code)	Count	%	Σ %	Error Description	Count	% of Agg	% of CLEC	Count	% of Agg	% of BST Caused
7570	6	0.01%	99.87%	SEQ1X NOT ALLOWED WITH ZNB	4	66.67%	0.01%	2	33.33%	0.013%
8945	6	0.01%	99.88%	LINECLSSVC AND TOS DO NOT MATCH	6	100.00%	0.01%	0	0.00%	0.000%
7740	5	0.01%	99.88%	LOCAL CALLING PLUS INDICATOR NOT FOUND	4	80.00%	0.01%	1	20.00%	0.007%
8155	5	0.01%	99.89%	DIRECTORY DELIVERY INVALID WHEN ACT IS W	3	60.00%	0.00%	2	40.00%	0.013%
7850	4	0.01%	99.89%	RSAG - NEED ADDITIONAL ADDRESS OR TN	4	100.00%	0.01%	0	0.00%	0.000%
7875	4	0.01%	99.90%	RSAG - NO MATCH ON HOUSE NUMBER OR AHN - ONLY NUMBERED RANGES	4	100.00%	0.01%	0	0.00%	0.000%
8885	4	0.01%	99.91%	LINE ACT IS V AND LINE IS NOT ON CUSTOMER RECORD	3	75.00%	0.00%	1	25.00%	0.007%
9629	4	0.01%	99.91%	CALL FORWARDING FID (CFND) AND CFND TN REQUIRED BEHIND USOC S98AF	4	100.00%	0.01%	0	0.00%	0.000%
9815	4	0.01%	99.92%	INVALID LINE ACTIVITY FOR DENIED ACCOUNT	4	100.00%	0.01%	0	0.00%	0.000%
7785	3	0.00%	99.92%	RSAG SITE TABLE LOOKUP FAILED TO FIND A MATCH	2	66.67%	0.00%	1	33.33%	0.007%
7935	3	0.00%	99.92%	RSAG-SIMILAR STREET FOUND IN DIFFERENT COMMUNITY AND/OR ZIP	3	100.00%	0.00%	0	0.00%	0.000%
8185	3	0.00%	99.93%	ESC/ESCWT NOT VALID COMBINATION. FORMAT SAE 424 I1 ESCWT	3	100.00%	0.00%	0	0.00%	0.000%
8193	3	0.00%	99.93%	USOC NOT VALID WITH CALLER ID. FORMAT SAE 473 I1 NXMCR /TN	3	100.00%	0.00%	0	0.00%	0.000%
8980	3	0.00%	99.94%	LINE ACTIVITY INVALID	2	66.67%	0.00%	1	33.33%	0.007%
9110	3	0.00%	99.94%	TELNO= PIC REQUIRED PER UNIQUE TELEPHONE NUMBER ON A, V, P9 LINE ACTIVITY TY	3	100.00%	0.00%	0	0.00%	0.000%
9115	3	0.00%	99.94%	TELNO= LPIC REQUIRED PER UNIQUE TELNO ON A, V, P9 LINE ACTIVITY TYPES	3	100.00%	0.00%	0	0.00%	0.000%
9190	3	0.00%	99.95%	ZIP CODE IS NOT NUMERIC	3	100.00%	0.00%	0	0.00%	0.000%
9263	3	0.00%	99.95%	NC CODE IS A REQUIRED FIELD FOR LOOP REQUESTS	3	100.00%	0.00%	0	0.00%	0.000%
9432	3	0.00%	99.95%	DLNUM=0001 LTN= LTXTY OF CR REQUIRES SEE AS FIRST WORK IN LTEXT	3	100.00%	0.00%	0	0.00%	0.000%
9438	3	0.00%	99.96%	DLNUM=0001 LTN= ACCOUNT ACTIVITY OF N CAN ONLY HAVE AN LACT OF N	3	100.00%	0.00%	0	0.00%	0.000%
9618	3	0.00%	99.96%	EQUAL NUMBER OF COMPLETE CHOICE AND COMPLETE CHOICE CREDIT USOCS REQUI	3	100.00%	0.00%	0	0.00%	0.000%
7100	2	0.00%	99.96%	PIC/LPIC IS REQUIRED ON INWARD ACTIVITY	0	0.00%	0.00%	2	100.00%	0.013%
7150	2	0.00%	99.97%	UNE - ERROR GENERATING ECCKT	0	0.00%	0.00%	2	100.00%	0.013%
8425	2	0.00%	99.97%	LSF OF DE INVALID ON ACT TYPE A OR V	2	100.00%	0.00%	0	0.00%	0.000%
9005	2	0.00%	99.97%	LNECLSSVC NOT ALLOWED ON R ACCOUNT ACTIVITY	2	100.00%	0.00%	0	0.00%	0.000%
9045	2	0.00%	99.98%	TYPE OF ORDER NOT DETERMINED - CLS SVC AND TOS BLANK OR MISSING	2	100.00%	0.00%	0	0.00%	0.000%
9434	2	0.00%	99.98%	DLNUM=0001 LTN= HTN ACCOUNT DOES NOT HAVE AN EXACT MATCH WITH DL DATA	2	100.00%	0.00%	0	0.00%	0.000%
9474	2	0.00%	99.98%	MINIMUM OF TWO DIFFERENT LEATNS/LEANS REQUIRED FOR LSR	2	100.00%	0.00%	0	0.00%	0.000%
9487	2	0.00%	99.98%	INVALID ACT TYPE FOR FULL MIGRATION	2	100.00%	0.00%	0	0.00%	0.000%
9600	2	0.00%	99.99%	TASKMATE ERROR INCORRECT SCREEN FORMAT ON HOST	1	50.00%	0.00%	1	50.00%	0.007%
9639	2	0.00%	99.99%	CATEGORY L USOC MUST APPEAR FOR SAME TN	2	100.00%	0.00%	0	0.00%	0.000%
9646	2	0.00%	99.99%	INVALID BAN FOR REQTYP/COMPANY CODE COMBINATION OR INVALID COMPANY CODE	2	100.00%	0.00%	0	0.00%	0.000%
6056	1	0.00%	99.99%	REFNUM=0001 -INPT=D ONLY APPLICABLE TO LNP-ROUTED TO LEO IN ERROR	1	100.00%	0.00%	0	0.00%	0.000%
7755	1	0.00%	99.99%	UNE - NPANXX NOT FOUND IN CLLI TABLE	0	0.00%	0.00%	1	100.00%	0.007%
7870	1	0.00%	99.99%	RSAG - NO MATCH ON HOUSE NUMBER OR AHN - ONLY UNNUMBERED RANGES	1	100.00%	0.00%	0	0.00%	0.000%
8130	1	0.00%	100.00%	CONVERSION SPECIFIED CAN ONLY BE USED ON RETAIL TO UNE SERVICE	1	100.00%	0.00%	0	0.00%	0.000%
8925	1	0.00%	100.00%	CFN HAS INVALID FORMAT ON COFFI SCREEN	0	0.00%	0.00%	1	100.00%	0.007%
9090	1	0.00%	100.00%	NUM= TELNO= LINE ACTIVITY MUST BE Y OR L WHEN ACCOUNT ACTIVITY IS SS OR RS	0	0.00%	0.00%	1	100.00%	0.007%

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES										
ERROR DETAILS (Auto Clarifications (A) & Errors (E))					CAUSATION					
					CLEC Caused			BST Caused		
Error Type (by error code)	Count	%	Σ %	Error Description	Count	% of Agg	% of CLEC	Count	% of Agg	% of BST Caused
9125	1	0.00%	100.00%	NUM= -TELNO= TBE PROHIBITED ON THIS ACTIVITY FOR THIS REQTYPE	1	100.00%	0.00%	0	0.00%	0.000%
	77100	100.00%			61898		100.00%	15202		100.000%

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES

ERROR DETAILS (Fatal Errors)

Error Type (by error code)	Count	%	Σ %	Error Description
1015	3837	30.979%	30.979%	PON DUPLICATE ON INITIAL LSR
2025	813	6.564%	37.542%	EU-ZIP CODE REQUIRED
1645	482	3.891%	41.434%	LSR/PON AGED OFF
1027	477	3.851%	45.285%	PREVIOUS LSR AGED OFF - (K) STATUS
1023	474	3.827%	49.112%	NO ORIGINAL LSR FOUND FOR THIS SUP
4055	445	3.593%	52.705%	DLNUM=&DLNM LTN=&LTN ALI MUST BE UNIQUE
1650	429	3.464%	56.168%	LSR/PON COMPLETED
1330	416	3.359%	59.527%	BAN1 MUST = E, N OR VALID BILLING ACCOUNT NUMBER FORMAT
4115	415	3.351%	62.877%	SIC REQUIRED WHEN FIRST CHARACTER OF TOS IS 1 OR 3
1640	362	2.923%	65.800%	NO ORIGINAL LSR FOUND FOR THIS SUP
1030	351	2.834%	68.634%	VER MUST BE GREATER THAN PREVIOUS VERSION
1655	347	2.802%	71.435%	LSR ORIGINATING FORMAT (TCIF) NOT SAME AS ORIGINATING FORMAT
1154	312	2.519%	73.954%	LSR/PON IS COMPLETED
4028	302	2.438%	76.393%	REFNUM=0001-TELNO= COMMA OR SEMICOLON REQUIRED FOR RESIDENCE LISTING
1153	273	2.204%	78.597%	SUP NOT ALLOWED ON THIS ACCOUNT ACTIVITY TYPE
4029	177	1.429%	80.026%	REFNUM=0001-TELNO= COMMA OR SEMICOLON REQUIRED FOR BUSINESS LISTING
4010	156	1.259%	81.285%	REFNUM=0001-TELNO= LIST REQUIRED WITH THIS REQTYPE AND ACTIVITY TYPE
1635	131	1.058%	82.343%	LSR ORIGINATING SOURCE NOT SAME AS PRIOR VERSION
4042	130	1.050%	83.393%	REFNUM=0001-TELNO= ASTERISK OR PLUS SIGN INVALID FOR LA
3530	118	0.953%	84.345%	LOCNUM=000 LNUM=00001 TELNO= NPT REQUIRED WITH THIS REQTYP LNA TYPE COMBINATION
1050	104	0.840%	85.185%	D/SENT - D/SENT CENTURY MUST BE CURRENT OR FUTURE DATE
2067	101	0.815%	86.000%	LOCBAN MUST BE 10 OR 13 ALPHANUMERICS
1007	96	0.775%	86.775%	DUPLICATE CC, PON, VER
3030	95	0.767%	87.542%	REFNUM=0001-TELNO= TN MUST BE 10 NUMERICS
4052	95	0.767%	88.309%	YPH ENTRY MUST BE 999001 WHEN LISTING TYPE IS NL OR NP
4027	94	0.759%	89.068%	REFNUM=0001-TELNO= ASTERISK OR PLUS SIGN INVALID FOR LN
3070	64	0.517%	89.585%	LPIC DATA REQUIRED PER UNIQUE TELNO ON A, V, P9 ACTIVITY TYPES
1012	60	0.484%	90.069%	CANNOT SUPP A PREVIOUSLY CANCELED LSR/PON
1085	55	0.444%	90.513%	DDDO-CC/DDDO MUST BE CURRENT OR FUTURE DATE
3060	55	0.444%	90.958%	PIC REQUIRED PER UNIQUE TELEPHONE NUMBER ON A, V, P9 LINE ACTIVITY TYPES
4050	52	0.420%	91.377%	INVALID YPH ENTRY
3075	51	0.412%	91.789%	VALID LPIC ENTRIES ARE AN LPIC CODE, NA OR NONE

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES

ERROR DETAILS (Fatal Errors)

Error Type (by error code)	Count	%	Σ %	Error Description
1070	50	0.404%	92.193%	DDD/DDD-CC MUST BE CURRENT OR FUTURE DATE
1170	50	0.404%	92.596%	CHC REQUIRED WHEN REQTYP IS A OR B AND DFDT IS POPULATED
3090	46	0.371%	92.968%	REFNUM=0001-TELNO= TC OPT PROHIBITED ON THIS ACT TYPE AND REQTYP
3185	46	0.371%	93.339%	REFNUM=0001-TELNO= FEATURE REQUIRED WHEN THE FEATURE ACTIVITY IS POPULATED
1630	38	0.307%	93.646%	CANNOT SUP A PREVIOUSLY CANCELED LSR/PON
2120	35	0.283%	93.929%	EATN, EAN, ATN OR AN ARE PROHIBITED ON THIS REQTYP/ACT CODE
3065	34	0.275%	94.203%	PIC VALID ENTRIES ARE PIC CODE OF 4 NUMERICS, NONE, DFLT, NA
4015	33	0.266%	94.470%	REFNUM=0001-TELNO= LIST MUST BE VALID ENTRY
3190	30	0.242%	94.712%	REFNUM=0001-TELNO= LNECLSSVC MUST BE = 3 OR 5 ALPHANUMERICS
3135	27	0.218%	94.930%	REFNUM=0001-TELNO= TC PER-CC/TC PER-DATE REQUIRED WHEN TCTO-PRIMARY FIELD IS POPULATED
3175	25	0.202%	95.132%	REFNUM=0001-TELNO= FA REQUIRED WHEN THE FEATURE FIELD IS POPULATED
1272	24	0.194%	95.325%	RPON VALID VALUES ARE UPPER CASE ALPHA A THRU Z, NUMERIC 0 THRU 9, AND SYMBOLS . , - '
1664	24	0.194%	95.519%	SUP 03 NOT ALLOWED ON THIS ACCOUNT ACTIVITY TYPE
3085	24	0.194%	95.713%	TC OPT VALID ENTRIES ARE:00, 03, 05, 08, 21, 23, 25, 26, 31, 51, 81
2010	22	0.178%	95.891%	EU-CITY REQUIRED
1022	20	0.161%	96.052%	LSR ORIGINATING SOURCE NOT SAME AS PRIOR VERSION
3021	20	0.161%	96.213%	REFNUM=0002-TELNO= LNA MUST BE V OR W WHEN AN, ATN, EAN OR EATN IS POPULATED
3125	18	0.145%	96.359%	LOCNUM=000 LNUM=00001 TELNO= ECCKT FORMAT INVALID
1215	17	0.137%	96.496%	ACTL MUST BE 11 ALPHANUMERIC CHARACTERS
4000	17	0.137%	96.633%	DL DATA ELEMENTS REQUIRED
1025	16	0.129%	96.762%	VER MUST BE GREATER THAN PREVIOUS VERSION
1110	16	0.129%	96.892%	INVALID REQTYP - ACCOUNT ACTIVITY TYPE COMBINATION
1230	16	0.129%	97.021%	LSO MUST BE 6 NUMERICS
4040	15	0.121%	97.142%	REFNUM=0001-TELNO= LISTED ADDRESS REQUIRED WITH THIS REQTYP AND ACTIVITY TYPE
1080	14	0.113%	97.255%	DDD/DDD-CC MUST BE A VALID DATE
3260	13	0.105%	97.360%	LOCNUM=000 LNUM=00001 TELNO= JK CODE REQUIRED WHEN NIDR IS POPULATED WITH Y
4120	13	0.105%	97.465%	DLNUM=0001 LTN=10 TOA B, R, RP OR BP REQUIRED
3040	12	0.097%	97.562%	REFNUM=0001-TELNO= OTN PROHIBITED WHEN LNA = A, D, W, Y, L, P9
3115	12	0.097%	97.659%	LOCNUM=000 LNUM=00001 TELNO= ECCKT IS PROHIBITED WITH REQTYP/ACT/LNA COMBINATION
2065	11	0.089%	97.747%	LOCBAN REQUIRED
2090	10	0.081%	97.828%	FB-STATE REQUIRED IF FBI = D

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES

ERROR DETAILS (Fatal Errors)

Error Type (by error code)	Count	%	Σ %	Error Description
2100	10	0.081%	97.909%	FB-ZIPCODE REQUIRED IF FBI = D
4160	10	0.081%	97.990%	DLNUM=0001 LTN= DOI REQUIRED VALUE MUST BE 0 - 6
2080	9	0.073%	98.062%	LOCNUM=000 SADLO REQUIRED WHEN SANO IS NOT POPULATED AT THIS LOCATION
2085	9	0.073%	98.135%	FB-CITY REQUIRED IF FBI = D
2105	9	0.073%	98.208%	FBCON REQUIRED IF FBI FIELD = D
2110	9	0.073%	98.280%	FBCON-TELNO REQUIRED IF FBI FIELD = D
4180	9	0.073%	98.353%	DLNUM=0001 LTN= DOI VALUE MUST BE ZERO
1172	8	0.065%	98.418%	CC MUST BE 4 ALPHANUMERICS
4600	8	0.065%	98.482%	DLNUM=0001 LTN= AMPERSAND REQUIRED WITH DLNM
3045	7	0.057%	98.539%	REFNUM=0001 ECCKT MUST BE CLT, CLF OR CLS FORMAT
3055	7	0.057%	98.595%	REFNUM=0001-TELNO= FPI MUST BE VALID VALUE FOR REQTYP AND ACTIVITY
3170	7	0.057%	98.652%	REFNUM=0001-TELNO= CFA INVALID FORMAT
1125	6	0.048%	98.700%	DDD MUST BE GREATER THAN OR EQUAL TO D/TSENT
2000	6	0.048%	98.749%	EU-NAME REQUIRED
2005	6	0.048%	98.797%	EU-STREET-1 REQUIRED
2015	6	0.048%	98.845%	EU-STATE REQUIRED
3035	6	0.048%	98.894%	REFNUM=0001-TELNO= OTN MUST BE 10 NUMERICS
3130	6	0.048%	98.942%	REFNUM=0001-TELNO= TC PER-CC/TC PER-DATE MUST BE CURRENT OR FUTURE DATE
3165	6	0.048%	98.991%	REFNUM=0001-TELNO= TBE PROHIBITED ON THIS ACTIVITY FOR THIS REQTYPE
3195	6	0.048%	99.039%	TELNO= LNECLSSVC REQUIRED ON ACT TYPE A OR V
8000	6	0.048%	99.088%	LOCNUM= DISCNBR=&DISCNM DNUM=&DNUM TC OPT VALID ENTRY IS ST, NO OR TC
1345	5	0.040%	99.128%	TOS REQUIRED WITH THIS REQTYP/ACT TYPE COMBINATION (STOP EDIT)
1660	5	0.040%	99.168%	SUP NOT ALLOWED ON THIS ACCOUNT ACTIVITY TYPE
3245	5	0.040%	99.209%	LOCNUM=000 LNUM=00001 TELNO= IWJQ REQUIRED WHEN JR IS Y
4026	5	0.040%	99.249%	MAIN LISTING REQUIRED FOR NEW ACCOUNT
6045	5	0.040%	99.290%	INVALID NC/NCI/SECNCI COMBINATION (STOP EDIT)
8180	5	0.040%	99.330%	CALL WAITING DELUXE USOC MUST CHANGE. FORMAT SAE 312
1065	4	0.032%	99.362%	AN MUST BE 10 OR 13 ALPHANUMERICS
1120	4	0.032%	99.394%	DDD REQUIRED
1605	4	0.032%	99.427%	REMARKS VIRGULES (/) AND ASTERISKS (*) NOT ALLOWED IN THIS FIELD
4110	4	0.032%	99.459%	DLNUM=0002 LTN= VALID STYC CI, SH, SI, OR SL REQUIRED

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES

ERROR DETAILS (Fatal Errors)

Error Type (by error code)	Count	%	Σ %	Error Description
1017	3	0.024%	99.483%	PON VALID VALUES ARE UPPER CASE ALPHA A THRU Z, NUMERIC 0 THRU 9, AND SYMBOLS . , - '
1060	3	0.024%	99.508%	AN PROHIBITED WHEN ATN IS POPULATED UNLESS REQTYP IS B
1220	3	0.024%	99.532%	LST MUST BE 11 ALPHA/NUMERIC CHARACTERS
1453	3	0.024%	99.556%	BAN1 REQUIRED WITH THIS REQTYP/ACT TYPE COMBINATION
3015	3	0.024%	99.580%	REFNUM=0001-TELNO= LNA REQUIRED
4030	3	0.024%	99.604%	REFNUM=0001-TELNO= LISTED NAME PROHIBITED WITH THIS REQTYPE AND ACTIVITY TYPE
4045	3	0.024%	99.629%	REFNUM=0001-TELNO= LISTED ADDRESS PROHIBITED WITH THIS RECTYP AND ACTIVITY TYPE
6050	3	0.024%	99.653%	REQTYP/LOOP TYPE COMBINATION INVALID
7075	3	0.024%	99.677%	EATN, AN AND ATN ARE REQUIRED FOR REQTYP B
1255	2	0.016%	99.693%	NC MUST BE 4 ALPHANUMERIC CHARACTERS WITH HYPHEN ALLOWED IN THE 3RD AND 4TH POSITIONS
2030	2	0.016%	99.709%	LCON-TELNO MUST BE A MINIMUM OF 10 NUMERICS
3460	2	0.016%	99.725%	LOCNUM=000 LNUM= TELNO= LNUM REQUIRED WITH THIS REQTYP/LNA TYPE COMBINATION (STOP EDIT)
4310	2	0.016%	99.742%	DLNUM=0001 LTN= LANO PROHIBITED WITHOUT LASN
1032	1	0.008%	99.750%	VER MUST BE SPACES OR 00(ZEROS) FOR 850
1040	1	0.008%	99.758%	VER MUST BE SPACES OR ZEROES FOR 850
1150	1	0.008%	99.766%	SUP PROHIBITED WHEN 1ST CHARACTER OF REQTYP FIELD CHANGES
1155	1	0.008%	99.774%	DFDT MUST BE POPULATED WITH A SINGLE (HHMM) TIME WHEN CHC IS Y
1200	1	0.008%	99.782%	SUP REQUIRED WHEN VER IS GREATER THAN 00
1205	1	0.008%	99.790%	DATED-CC/DATED REQUIRED WHEN AGAUTH FIELD IS POPULATED
1335	1	0.008%	99.798%	LSO REQUIRED WITH THIS REQTYP/ACT TYPE COMBINATION
1445	1	0.008%	99.806%	INITIATOR TELEPHONE NUMBER REQUIRED
1450	1	0.008%	99.814%	INITIATOR TELEPHONE NUMBER MUST BE A MINIMUM OF 10 NUMERICS
2115	1	0.008%	99.822%	FBCON-TELNO MUST BE MINIMUM OF 10 NUMERICS
2355	1	0.008%	99.830%	ERL PROHIBITED WITH THIS REQTYP/ACT TYPE COMBINATION
3240	1	0.008%	99.839%	LOCNUM=000 LNUM=00001 TELNO= IWJQ REQUIRED WHEN IWJK IS POPULATED
3420	1	0.008%	99.847%	LOCNUM=000 LNUM=00001 TELNO= LNA MUST BE N, C, D, P, OR X IF ACT IS C
3485	1	0.008%	99.855%	LOCNUM=001 LNUM=00001 LOCNUM DOES NOT MATCH AN END USER LOCNUM FOR THIS LSR
3745	1	0.008%	99.863%	LNUM=00001 TELNO= PIC VALID ENTRIES ARE NONE, UNDC OR A VALID PIC CODE WHEN LNA IS G, N OR
4020	1	0.008%	99.871%	REFNUM=0001-TELNO= LIST PROHIBITED WITH THIS REQTYPE AND ACTIVITY TYPE
4035	1	0.008%	99.879%	REFNUM=0001-TELNO= LISTED NAME OVERFLOW PROHIBITED WITH THIS REQTYPE AND ACTIVITY TYPE
4060	1	0.008%	99.887%	DLNUM=0001 LTN= VALID RTY REQUIRED

ORDERING

REPORT: FLOWTHROUGH ERROR ANALYSIS
REPORT PERIOD: 10/01/00 - 10/31/00

AGGREGATE ORDER TYPES

ERROR DETAILS (Fatal Errors)

Error Type (by error code)	Count	%	Σ %	Error Description
4070	1	0.008%	99.895%	REFNUM=0001-TELNO= YPQTY MUST BE 2 NUMERICS OR BLANKS
4075	1	0.008%	99.903%	MAIN LISTING REQUIRED
4077	1	0.008%	99.911%	REFNUM=0001-TELNO= DDA-NAME2 PROHIBITED WITH THIS REQTYPE AND ACTIVITY TYPE
4085	1	0.008%	99.919%	REFNUM=0001-TELNO= DDA-ADDRESS 1 PROHIBITED WITH THIS REQTYPE AND ACTIVITY TYPE
4090	1	0.008%	99.927%	REFNUM=0001-TELNO= DDA-ADDRESS 2 PROHIBITED WITH THIS REQTYP AND ACTIVITY TYPE
4095	1	0.008%	99.935%	REFNUM=0001-TELNO= DDA-CITY PROHIBITED FOR THIS REQTYP AND ACTIVITY TYPE
4100	1	0.008%	99.943%	REFNUM=0001-TELNO= DDA-STATE PROHIBITED WITH THIS REQTYP AND ACTIVITY TYPE
4140	1	0.008%	99.952%	REFNUM=0001-TELNO= DIRDATE-CC/DIRDATE PROHIBITED WITH THIS REQTYP AND ACTIVITY TYPE
4185	1	0.008%	99.960%	DLNUM=0002 LTN= DOI DATA INVALID WITH LTY 3
4385	1	0.008%	99.968%	DLNUM=0001 LTN= INVALID LAST ENTRY
5135	1	0.008%	99.976%	LOCNUM=000 HNUM=00001 HTSEQ=0005 SAME HT NOT ALLOWED IN MORE THAN ONE HTSEQ WHEN HLA IS N OR E
5153	1	0.008%	99.984%	LOCNUM=000 HNUM=00001 HT REQUIRED FOR THIS HA/HLA COMBINATION
6005	1	0.008%	99.992%	NC CODE INVALID
6048	1	0.008%	100.000%	COMPANY IS NOT QUALIFIED FOR XDSL/UCL
	12386	100.000%		

AGGREGATE ORDER TYPES

ERROR DETAILS - 8825

Error Type (by error code)	Error Description
8825	ORDER ERR: SA LIST 023 LIN STREET NAME FOR SA NOT VALID FOR NPA NXX!
8825	ORDER ERR: LA LIST 013 LIN SEE SOER DOCUMENTATION! ILA
8825	ORDER ERR: CS IDNT 011 LIN USOC FOLLOWING CS IS INCORRECT! OCS 1FR
8825	ORDER ERR: LN LIST 010 LIN RECAPPED LN, NLST OR NP MAY NOT APPEAR! ILN (LNR) CROS
8825	ORDER ERR: DSA IDNT 010 LI DSA PRESENT - NEED CATEGORY L USOC OR SMV USOC!
8825	ORDER ERR: TN SAE 038 LINE TN OR TLI IS REQUIRED FOR INWARD CATEGORY D USOCS!
8825	ORDER ERR: PR SAE 010 LINE ZERO MUST NOT APPEAR AS FIRST CHARACTER! I1 UEAC2 /C
8825	ORDER ERR: PR SAE 010 LINE ZERO MUST NOT APPEAR AS FIRST CHARACTER! I1 UEAC2 /C
8825	ORDER ERR: PR SAE 010 LINE ZERO MUST NOT APPEAR AS FIRST CHARACTER! I1 UEAC2 /C
8825	ORDER ERR: ZLLU SAE 009 LI ZLLU MUST APPEAR!
8825	ORDER ERR: TYA BILL 008 LI TYA REQUIRED WITH SIC CODE OF 98XX
8825	ORDER ERR: LCON SAE 007 LI LCON FORMAT INCORRECT! IG2 CKL
8825	ORDER ERR: RCU SAE 009 LIN RCU CODESET INVALID! I1 1FR /TN
8825	ORDER ERR: LA LIST 013 LIN SEE SOER DOCUMENTATION! ILA
8825	ORDER ERR: RNP SAE 006 LIN SEE SOER DOCUMENTATION! I1 DRS /TN
8825	ORDER ERR: DSA IDNT 009 LI DSA MUST APPEAR IN IDNT!
8825	ORDER ERR: RNP SAE 006 LIN SEE SOER DOCUMENTATION! I1 DRS /TN
8825	ORDER ERR: ZLLU SAE 009 LI ZLLU MUST APPEAR!
8825	ORDER ERR: PKG SAE 010 LIN PKG NOT VALID ON THIS USOC! T1 1FB /TN
8825	ORDER ERR: RCU SAE 009 LIN RCU CODESET INVALID! I1 14R /TN
8825	ORDER ERR: CFND SAE 016 LI SEE SOER DOCUMENTATION! T1
8825	ORDER ERR: PKG SAE 010 LIN PKG NOT VALID ON THIS USOC! T1 1FB
8825	ORDER ERR: PIC SAE 012 LIN PIC MUST APPEAR ON I AND T ACTION CODED CATEGORY D USOC!
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: FORMAT SAE 389 I1 DRS /TN
8825	ORDER ERR: ZLLU SAE 009 LI ZLLU MUST APPEAR!
8825	ORDER ERR: NLST LIST 013 L SEE SOER DOCUMENTATION! INLST(NON-LIST) INTERPRINT EQUI
8825	ORDER ERR: LN LIST 010 LIN SEE SOER DOCUMENTATION! ILN
8825	ORDER ERR: RCU SAE 009 LIN RCU CODESET INVALID! I1 14R /
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!

AGGREGATE ORDER TYPES

ERROR DETAILS - 8825

Error Type (by error code)	Error Description
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: SS BILL 007 LIN SS DATA FORMAT INCORRECT! ISS
8825	ORDER ERR: SIC LIST 012 LI SIC CODE NOT ON BRIS SIC TABLE! ISIC 3047
8825	ORDER ERR: RESH BILL 023 L USOC BSX++ MAY NOT APPEAR!
8825	ORDER ERR: NP LIST 010 LIN SEE SOER DOCUMENTATION! INP (NON-PUB)
8825	ORDER ERR: NP LIST 010 LIN SEE SOER DOCUMENTATION! INP (NON-PUB)
8825	ORDER ERR: RNP SAE 006 LIN SEE SOER DOCUMENTATION! I1
8825	ORDER ERR: LA LIST 013 LIN SEE SOER DOCUMENTATION! ILA
8825	ORDER ERR: FORMAT 374 LINE EUCLC: 0001 RELAY: 0000=
8825	ORDER ERR: ADL SAE 010 LIN ADL MUST APPEAR! I1
8825	ORDER ERR: LOC LIST 019 LI INVALID LAST CHARACTER FOR LEVELS 1-3! ILOC LOT 4 DES (
8825	ORDER ERR: SA LIST 023 LIN STREET NAME FOR SA NOT VALID FOR NPA NXX!
8825	ORDER ERR: NP LIST 010 LIN SEE SOER DOCUMENTATION! INP (NON-PUB)
8825	ORDER ERR: NP LIST 010 LIN SEE SOER DOCUMENTATION! INP (NON-PUB)
8825	ORDER ERR: PR SAE 010 LINE ZERO MUST NOT APPEAR AS FIRST CHARACTER! I1 UEAC2 /C
8825	ORDER ERR: LCON SAE 007 LI LCON FORMAT INCORRECT! CKL
8825	ORDER ERR: LA LIST 013 LIN SEE SOER DOCUMENTATION! ILA
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: ROUT LIST 007 L ROUT INVALID ON THIS ORDER!
8825	ORDER ERR: TYA BILL 008 LI TYA REQUIRED WITH SIC CODE OF 98XX
8825	ORDER ERR: PKG SAE 010 LIN PKG NOT VALID ON THIS USOC! T1
8825	ORDER ERR: RNP SAE 006 LIN SEE SOER DOCUMENTATION! I1
8825	ORDER ERR: TCP TFC 007 LIN INVALID TCP DATE! TCP 06-13-00
8825	ORDER ERR: PDN IDNT 008 LI PDN MISSING OR DATA INCORRECT!
8825	ORDER ERR: DSA IDNT 009 LI DSA MUST APPEAR IN IDNT!
8825	ORDER ERR: RNP SAE 006 LIN SEE SOER DOCUMENTATION! I1
8825	ORDER ERR: ADL SAE 010 LIN ADL MUST APPEAR! I1 1FR /TN
8825	ORDER ERR: PCA SAE 013 LIN SEE SOER DOCUMENTATION! T1
8825	ORDER ERR: LA LIST 013 LIN SEE SOER DOCUMENTATION! ILA

AGGREGATE ORDER TYPES

ERROR DETAILS - 1000

Error Type (by error code)	Error Description
1000	CLEARED ERR BY ISSUING ORDER MANUALLY
1000	CLEARED SYSTEM ERRORS OSCOL AND UEAMC
1000	CLEARED UP SYSTEM ERRORS
1000	CLEARED ERROR FOR SYSTEM GENERATED ORDER#
1000	CORRECTED SYSTEM GENERATED ERRORS FOR ORDER#
1000	CLEANED UP SYSTEM ERRORS
1000	CANCEL PER CLEC.
1000	PUT IN E STATUS TO DROP OFF-ORD CANCELLED BY CLEC
1000	CLEARED ALL SYSTEM ERRORS IN DUE DATE CHANGE BY SYSTEM TO 070700
1000	ORDERDD 06-27-00 WORKED TO CHG LISTING
1000	PLACED IN E-STAT SUP 1 ON VER 1 THANKS
1000	ERR PLACED IN E-STAT SUP 1
1000	ERR CLEARED-ORDER ISS TO PROVIDE 1 LOOP
1000	CORRECT SYSTEM ERRORS
1000	CAN PER CLEC
1000	ERROR TO DROP, PON CANCELLED PER SUP 01
1000	EU NAME IS INCOMPLETE, PLS VERIFY AND RESUBMIT;
1000	CLEAN UP SYSTEM ERROR AND ADD SHELVES TO LOC FLR INFO
1000	CORRECTED SYSTEM ERRORS FOR ORDER#
1000	CORRECTED ERRORS ON ORDER BY REMOVING OCOSL & UEAMC WHICH SHOULD NOT BE ON LY-- REQUEST
1000	CLEARED ERROR FOR SYSTEM GENERATED ORDER, ORDER #
1000	ERROR TO DROP, UNABLE TO FORCE FOC ON C51RKDT0 CPX 06-08-00..
1000	ACCOUNT , SERVICE ORDER, DD 06-30-00
1000	ERROR TO DROP, UNABLE TO FORCE FOC ON
1000	CANCELLED ORDER PER SUP 1 LESOG
1000	CORRECT MAN CODE ON ROUTING ERROR MADE BY SYSTEM
1000	RECVD SUP 1 TO CANCEL
1000	CORRECT SYSTEM ERROS
1000	ERR PLACED IN E-STAT SUP 1 ON VER 1
1000	UPDATE TO CHANGE DUE DATE TO 6-27
1000	ERR PLACED IN E-STAT ORDER COMPLETED
1000	CLEARED ERR FOR ORDER # , PON#,

AGGREGATE ORDER TYPES

ERROR DETAILS - 1000

Error Type (by error code)	Error Description
1000	CORRECT SYSTEM ERRORS
1000	CORRECT SYSTEM ERRORS
1000	CLEARED ERROR FOR SYSTEM GENERATED ORDER #
1000	CLEARED ERROR
1000	CORRECT SVC ORDER BY REMOVING OCOSL & UEAMC-WHCH SHOULD NOT BE ON LY-- RQST
1000	CORRECT ERRORS
1000	CORRECTED SYSTEM GENERATED ORDERS, ORDER#
1000	CORRECTED SYSTEM GENERATED ORDER #
1000	SENT S STATUS REFERAL FORM 06-20-00.
1000	ISS ORD C509GNJ6 DD 0703 ERR STAT 2 COR FOC-
1000	DD 2000-07-05
1000	ORDER CANCELLED
1000	CLAIMED IN ERROR
1000	ORDER PLACED IN ERROR BUCKET. RECORD ORD CPX B4 FOC WAS SENT.
1000	DD 06-14-00
1000	DD 07-06-00
1000	ORDER NY32B0F8 DOES NOT HAVE PON ON IT..
1000	DD 2000-07-05
1000	CORRECT SYSTEM ERRORS
1000	CLEAR UP SYSTEM ERRORS
1000	ERR TO DROP OFF, ORD
1000	ERR CLEARED-ORDER ISS TO PROVIDE 1 LOOP
1000	CORRECT SYSTEM ERRORS
1000	CORRECT SYSTEM PROBLEMS
1000	CLEARED UP SYSTEM ERRORS
1000	CLEARED ERRORS FROM ORDER TO FLOW THRU
1000	CLEAR SYSTEM ERRORS OCOSL AND DFDT
1000	CORRECT ON ODR NUMBER
1000	ORDER BY PLACING DFDT INFO IN PROPER PLACE AND REMOVING OCOSL (NOT VALID ON LY--ORDER)

Transmittal Cover Sheet for Pate Rebuttal Exhibit RMP-2

This sheet transmits the

Change Request CR0012

which consists of 7 pages.

BELLSOUTH

Change Request Form

Internal Reference # _____(1) Date Change Request Submitted _4_/_18/_00(2)

☒ **TYPE 5 (CLEC)** ☐ **TYPE 4 (BST)** ☐ **TYPE 3 (INDUSTRY)** ☐ **TYPE 2 (REGULATORY) (3)**

☐ **TYPE 6 (DEFECT) (3A)**

Company Name____AT&T_____(4)

CCM___Jill Williamson_____(5) Phone__404-810-8562_____(6)

CCM Email Address _jrwilliamson@att.com_____(7) Fax____404-810-8605_____(8)

Alternate CCM_ _____(9) Alt Phone # _____(10)

Originator's Name __Jill Williamson_____(11) Phone__404-810-8562_____(12)

Title of Change __TAFI Functionality via ECTA Interface_____(13)

Category ☒ Add New Functionality ☐ Change Existing (14) Desired Due Date 10/01/00(15)

Originating CCM assessment of impact ☒ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☐ Urgent ☒ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☐ Ordering ☐ EDI ☐ LNP ☐ LENS ☐ TAG	☒ Maintenance ☐ TAFI ☒ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☒ Software	☐ Hardware	☐ Industry Standards	☐ Defect
☐ Product & Services	☐ New or Revised Edits	☐ Process	
☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

The existing ECTA Interface is designed to allow integration with a CLEC's own trouble reporting/administration system but provides only a limited set of functionality to CLECs and requires human intervention by BellSouth personnel to resolve all troubles. The TAFI system provides a much broader range of functions and allows many trouble reports to be resolved without human intervention by BellSouth personnel, but is human-to-machine in design when used by a CLEC. Thus a CLEC using TAFI must perform dual entry of its customers troubles and trouble resolutions in order to keep its own various customer records up to date.

In April of 1996 AT&T requested that BellSouth make the TAFI functionality available over the ECTA interface which would provide a fully featured and integrated interface reducing costs and improving customer service for both CLECs and BellSouth. The request has been open since then and has been discussed in many regulatory proceedings. BellSouth's representatives have repeatedly stated that such an interface is both desirable and technically feasible. In discussions before the FCC Staff in December 1998, BellSouth's representative stated that it could provide initial functionality in 13 months and complete

BELLSOUTH **Change Request Form**

functionality in 18 months. In the subsequent 15 months BellSouth has offered no TAFI functionality via the ECTA interface.

AT&T requests all TAFI functionality described in the TAFI User's Guide be provided via the ECTA interface. These functionalities include but are not limited to the following:

(i) enter a new end user trouble ticket into the BellSouth maintenance system for an AT&T end user;
(ii) retrieve and track current status on all AT&T end user repair tickets;
(iii) receive "estimated time to repair" ("ETTR") on a real-time basis;
(iv) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity;
(v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each subcategory, and total by end user, per event);
(vi) perform an electronic test at the time of ticket entry and provide test results to AT&T;
(vii) display products and services that are programmed on a line or port;
(viii) view pending orders associated with a line, port or circuit;
(ix) view the LMOS trouble report;
(x) query and view the current central office translations associated with a line or port;
(xi) view both abbreviated and extended trouble histories for a line, port or circuit;
(xii) view customer line record in LMOS; and
(xiii) add or delete features to a central office line or port.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)
List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

This Section to be completed by BCCM only.

Change Request Log #_____CR0012_____(23) Clarification ☐ Yes ☐ No (24)

Clarification Request Sent ___/___/___ (25) Clarification Response Due ___/___/___ (26)

Status ___N_____(27)

Change Request Review Date __/__/__(28) Target Implementation Date ___/___/__ (29)

Last Modified By _____BCCM_____ (30) Date Modified 06/29/00_ (31)

Defect Validation Results: (32)

BELLSOUTH

Change Request Form

Change Review Meeting Results (33)

_____

_____

_____

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received

☐ Cancellation by BellSouth (34) _____

_____

Cancellation Acknowledgment CLEC _____ BST _____ Date _____ (35)

Request Appeal ☐ Yes ☐ No (36)

Appeal Considerations (37)

_____

_____

_____

Agreed Release Date ___/___/___ (38)

CMVC #_____(39)

DDTS#_____(40

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives.

BELLSOUTH **Change Request Form**

Response to CR0012: TAFI Functionality via ECTA Interface

AT&T Local (the CLEC) initiated production utilization of the BellSouth ECTA interface on March 18, 1998. On April 9, 1998 AT&T Local terminated the use of this interface. Therefore, since AT&T Local is not an active ECTA user, this Change Request is not valid (e.g., only CLECs using the specific OSS interface can request a change in that interface).

AT&T Local has recently expressed some interest in resuming the utilization of ECTA and a technical review meeting is scheduled for May 4, 2000. Should AT&T Local resubmit this request after resuming the use of ECTA, it would not be accepted for the following reasons:

1. By design, TAFI and ECTA are functionally dissimilar systems. Specifically, TAFI is a real-time, artificial intelligence based, interactive man-to-machine interface that guides the user to efficiently processes non-designed telephone number based plain old telephone service (POTS) trouble reports. It was designed by BellSouth to improve customer service by mechanically performing the traditional screening function, and in many cases actually resolving the reported trouble condition, while the customer is still on the line. CLECs have had parity access to TAFI since March 28, 1997. TAFI does not require that a CLEC perform "dual entry" of customer troubles. The CLEC is responsible for determining the best method for maintaining its customer records. In 1999, 37.5% of all CLEC POTS trouble reports were entered by CLEC users into LMOS via TAFI. BellSouth has not received complaints about "dual entry" from any CLECs using TAFI.

2. BellSouth supports various National Standards for the mechanical exchange of information and ECTA is built on the ANSI standards T1.227, T1.228 and T1.262. These standards were defined by the Electronic Communications Implementation Committee (ECIC) for the exchange of maintenance and repair data. This "standard" interface mimics the traditional two-step repair process utilized in BellSouth prior to TAFI (and is still used by many ILECs). Specifically, [step 1] the customer contacts a call receipt center to report their problem and a repair attendant enters the report in the appropriate legacy system. The report is routed by the legacy system to the correct maintenance center where [step 2] a maintenance administrator determines the next course of action. The ANSI standards upon which ECTA is built do not support gathering all of the various data elements listed in this request nor do they support the real time interactive man-to-machine interface necessary to deliver true "TAFI functionality."

3. If AT&T requires additional functionality, ECIC needs to develop the appropriate standard methodology prior to BellSouth's consideration. For example, AT&T (along with other CLECs) requested the ability to run a MLT test on a POTS line (and obtain the results) without generating a trouble report. BellSouth took the lead at ECIC and helped develop ANSI standard T1.262 to provide this functionality. Effective October 28, 1999, the BellSouth ECTA gateway supports this added functionality. Currently at ECIC there is a team evaluating the methodology for delivering trouble history data. Once this becomes a "standard", BellSouth will consider adding it to the system. In other words, the vehicle for adding functionality to ECTA is by obtaining an ECIC standard methodology and not the BellSouth Change Request process. (If CLEC using ECTA wanted to reformat the returned data (i.e., screen out certain AVCs), then the BellSouth Change Request process would be applicable.)

4. The aforementioned ANSI standards prevent BellSouth from providing TAFI functionality via ECTA. As previously indicated to AT&T before the FCC Staff in December 1998, upon implementation of a Bona Fide Request (BFR) from AT&T, BellSouth can develop a **non-standard** integrated gateway

interface that will provide the various data elements and processing logic that emulate TAFI functionality. This interface would be an enhancement to our TAG API and, if pursued today, it would be delivered via the Corporate Gateway. To date, BellSouth has received no BFR from AT&T requesting this type of interface. The 13 and 18 month timelines referenced by AT&T in this request were based upon AT&T's timely submission of a BFR to BellSouth for a new, non-standard interface. BellSouth has made no assertions about enhancing ECTA to support TAFI functionality.

AT&T's list of TAFI functionalities is individually addressed below:

Note: TAFI today only processes POTS line trouble reports (and port/loop combos are treated as POTS) while ECTA will enter reports for all services (non-designed and designed services).

(i) enter a new end user trouble ticket into the BellSouth maintenance system for an AT&T end user;
TAFI and ECTA provide this function today

(ii) retrieve and track current status on all AT&T end user repair tickets;
ECTA today proactively returns status change messages to the Manager (AT&T's gateway) every time the status of an existing trouble ticket changes. The TAFI user must request status information manually by generating a subsequent report.

(iii) receive "estimated time to repair" ("ETTR") on a real-time basis;
TAFI and ECTA provide this function today.

(iv) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity;
AT&T was informed during recent Interconnection Agreement contract negotiations that this item is not a mechanized process and is handled via the OU (Operational Understanding agreement). TAFI has never done this and it is not listed in the TAFI User's Guide.

(v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each subcategory, and total by end user, per event);
During the initial ECTA JIA negotiations in 1997 AT&T was informed that this capability does not exist in BellSouth. There is no mechanical way to capture this data at the time of ticket closure and BellSouth does not perform this function for its own customers. AT&T has been informed during recent Interconnection Agreement contract negotiations that item is not a mechanized process. TAFI has never done this and it is not listed in the TAFI User's Guide.

(vi) perform an electronic test at the time of ticket entry and provide test results to AT&T;
TAFI will perform a MLT test if the trouble reported is a testable trouble (i.e., no dial tone). The results of the test will drive the resolution path for the report. The TAFI user could view the test results but doing so does not alter the processing of the report. ECTA (today) will also run an MLT test on a testable POTS report and will use the results to process the report. The VER code from the MLT test is also provided to the CLEC via an AVC. In addition, the CLEC today can request an MLT test and obtain the full test results without generating a trouble report (i.e., support for T1.262)

(vii) display products and services that are programmed on a line or port;
TAFI will display the Service and Equipment (S&E) section of the CRIS record listing which products and services are provided by BellSouth. ECTA does not. AT&T's system should list what products and services AT&T sold end user customer (and some may have been provided by an alternate provider).

BELLSOUTH **Change Request Form**

(viii) view pending orders associated with a line, port or circuit;
TAFI will display pending service orders associated with a POTS line (or port/loop combination) when a trouble report is generated against the telephone number. The TAFI User's Guide does not state that TAFI will display pending orders for ports or circuits. ECTA does not provide this functionality today.

(ix) view the LMOS trouble report;
TAFI does provide a view of the LMOS TR screen but viewing this does not alter processing the report since all of the values are displayed in TAFI. Since the ECTA interface translates the ANSI standard codes into BellSouth codes, it would not be appropriate to display any legacy system information directly via this interface.

(x) query and view the current central office translations associated with a line or port;
TAFI will automatically query central office translation if the reported trouble is feature related. If a discrepancy between the switch translations and the CRIS record are found, TAFI will automatically correct the translations to match CRIS data. Querying central office translation is not available on demand. The ability to do this is part of the mechanized screening function is built into TAFI. By current standards, ECTA is limited to just entering the report, modifying an existing report, canceling a report and obtaining status information about the report.

(xi) view both abbreviated and extended trouble histories for a line, port or circuit;
TAFI will obtain and display both the DATH and DLETH history data from LMOS for a POTS line. The TAFI User's Guide does not state that TAFI will display trouble history data for ports or circuits. ECTA does not provide this functionality today. This issue is being worked at ECIC.

(xii) view customer line record in LMOS; and
TAFI provides the ability to view the LMOS line record (DLR) so that if a field technician were to call a BellSouth repair center for a specific cable and pair assignment, the BellSouth representative could provide this data without referring the technician to some other resource. For parity considerations, everything that a BellSouth user can see, a CLEC user can see in TAFI. However, since it is not part of BellSouth's maintenance process for a BellSouth technician to a CLEC to learn about BellSouth cable and pair assignments, the CLEC has no need for this information.

(xiii) add or delete features to a central office line or port.
TAFI will correct central office translation only when associated with a specific trouble report as described in number x. Adding or deleting features can only be done via the service order process. The ability to correct translation data is part of the mechanized screening function built into TAFI. By current standards, ECTA is limited to just entering the report, modifying an existing report, canceling a report and obtaining status information about the report.

In summary, based on the reasons stated above, this request is not accepted by BellSouth. By design, TAFI and ECTA systems are significantly different. ECTA is by definition and requirement a T1M1 standard, which does not support TAFI functionality.

There are several options available to AT&T:

1. AT&T could work through ECIC to provide a standard methodology to obtain additional data not currently supported and then BellSouth would evaluate implementing the new "standard" in ECTA. As stated in our response, BellSouth took the lead at ECIC for the development of the T1.262 standard (giving CLECs the ability to obtain a MLT test without generating a trouble report).
2. AT&T could submit a BonaFide Request (BFR) asking for a "non-standard" machine-to-machine interface that emulates TAFI functionality. BellSouth would price and bill AT&T for any developments.
3. AT&T could use TAFI for TAFI functionality.

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF JOHN A. RUSCILLI

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00079

JANUARY 8, 2001

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

A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. ARE YOU THE SAME JOHN RUSCILLI THAT FILED DIRECT TESTIMONY IN THIS PROCEEDING ON DECEMBER 20, 2000?

A. Yes. I filed direct testimony, including two exhibits.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to the policy aspects of numerous unresolved issues addressed in the testimony of Mr. Gregory Follensbee filed on behalf of AT&T Communications of the South Central States, Inc. and TCG MidSouth, Inc. (collectively "AT&T").

Issue 1: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3)

Q. HOW DO YOU RESPOND TO MR. FOLLENSBEE'S DIRECT TESTIMONY ON THIS ISSUE?

A. While BellSouth does not share AT&T's opinion that ISP-bound traffic is local traffic subject to reciprocal compensation obligations, BellSouth recognizes that the Tennessee Regulatory Authority ("Authority") has previously ruled on this same matter in other arbitrations. Therefore, as I stated in my direct testimony, rather than re-litigating the issue, BellSouth is willing to agree, without waiving its right to appeal or to seek judicial review on this issue, that the parties are required to pay reciprocal compensation for ISP-bound traffic on an interim basis subject to a retroactive true-up when the FCC issues rules establishing an inter-carrier compensation mechanism for such traffic.

Issue 2: What does "currently combines" mean as that phrase is used in 47 C.F.R. § 51.315(b)? (Attachment 2)

Issue 3: Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements?

Q. HAS MR. FOLLENSBEE PROVIDED ANY PERSUASIVE RATIONALE TO THE AUTHORITY AS TO WHY BELLSOUTH SHOULD BE REQUIRED TO COMBINE UNEs FOR CLECs AT COST-BASED RATES?

A. No. As I explained in my direct testimony, BellSouth is prohibited by federal rule 57 C.F.R. §51.315(b) from separating elements that are currently combined, unless requested to do so by a competing carrier. Therefore, BellSouth is obligated to provide combinations to CLECs at cost-based rates when the elements are, in fact, combined in BellSouth's network. The fact that federal rule 57 C.F.R. §51.315(c) that required ILECs to combine elements for CLECs remains vacated makes clear that incumbent LECs have no obligation under the Act to combine network elements for CLECs at all, and certainly not at cost-based rates.

Mr. Follensbee states at page 11 that "BellSouth will not provide cost-based combinations to allow CLECs to serve customers who order additional lines." First, let me clarify that Mr. Follensbee is addressing a situation where the "additional lines" requested by the customer are not yet in service. If these lines were in service, then BellSouth would provide them to AT&T, at AT&T's request, as a combination at cost-based rates. However, because these "additional lines" do not yet exist, physical work will be required of BellSouth to combine the elements in order to provide the service. It is clear that Mr. Follensbee, on behalf of AT&T, is asking that BellSouth be required to physically combine elements that are not currently combined, and that BellSouth forego any revenue for performing this work for CLECs even though BellSouth is not obligated to perform this activity.

Q. PLEASE RESPOND TO MR. FOLLENSBEE'S CONTENTION THAT, BASED ON THE AUTHORITY'S NOVEMBER 22, 2000 ORDER IN DOCKET NO. 97-01262, THE AUTHORITY HAS ALREADY REJECTED BELLSOUTH'S POSITION ON THIS ISSUE.

A. As I explained in my direct testimony, the Authority previously found in its May 18, 1999 Order in the NEXTLINK arbitration that BellSouth is not obligated under the Act to combine elements for CLECs at cost-based rates. Concerning the Authority's November 22, 2000 Order that Mr. Follensbee cites, BellSouth has requested clarification of the portion of that order on which Mr. Follensbee relies for his contention. BellSouth believes that AT&T's interpretation of this Order is in direct conflict with the Authority's decision in the NEXTLINK arbitration on this issue. For this reason, and based on the federal rules, BellSouth respectfully requests the Authority find that BellSouth is obligated to provide combinations to CLECs only where such combinations currently, in fact, exist, and where such combinations are providing service to a particular customer at a particular location.

Issue 4: Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth's tariffs? (Attachment 2)

Q. PLEASE RESPOND TO MR. FOLLENSBEE'S CONTENTION AT PAGES 15-16 THAT BELLSOUTH MAY NOT APPLY TERMINATION LIABILITY CHARGES WHEN TARIFFED SERVICES ARE CONVERTED TO

UNBUNDLED NETWORK ELEMENT ("UNE") COMBINATIONS.

A. Mr. Follensbee has chosen in his direct testimony to refer to termination liabilities as "cancellation charges." He alleges that BellSouth plans to charge AT&T "cancellation charges" when tariffed services AT&T is purchasing from BellSouth are, at AT&T's request, converted to unbundled network elements. Mr. Follensbee claims that "cancellation charges" are applicable only when a service is completely terminated and is not replaced with another service. He contends that, since AT&T is converting tariffed services to UNE combinations, and is not "canceling" the service, no "cancellation charges" are applicable.

He is incorrect. When BellSouth has a relationship with a user of its services, and that relationship has certain conditions that have to be met if the relationship changes, then those conditions – in this case, termination charges - must be met. A customer who is under contract generally pays lower rates than he would pay if he were not under contract. Termination liabilities ensure that the service provider receives a fair price for the service in the event the customer terminates the contract early. Therefore, if a contract is terminated early, and the terms of the volume and term agreement are not met, it is appropriate for BellSouth to receive payment of the early termination charges.

Q. PLEASE EXPLAIN WHAT YOU MEAN BY "VOLUME AND TERM" AGREEMENT.

A. Certain of BellSouth's tariffed offerings include rate schedules that vary

dependant upon the length of the contract or the quantity of lines the customer agrees to order and maintain. Such pricing structures are common in the industry. For example, a particular service might have a recurring monthly rate of $20.00. If the end user agrees to sign a 24-month contract, meaning that the end user agrees to keep the service for a minimum of 24 months, the monthly recurring rate might be $18.00. Likewise, the tariff might include a 48-month recurring rate of $16.00. Typically, such tariffed services also include a termination liability that applies if the end user terminates the contract early.

As I have explained, a customer who has entered into a volume and term contract with BellSouth has generally paid lower rates than the customer would have paid if it were not under the contract. In exchange for these favorable rates, the customer generally agrees to pay "termination" liabilities in the event the contract is terminated early.

Q. PLEASE ADDRESS MR. FOLLENSBEE'S CONTENTION AT PAGES 15-16 THAT THE SERVICE IS NOT BEING TERMINATED.

A. BellSouth agrees that the service is not being terminated. However, the retail relationship with BellSouth is being terminated. If AT&T is currently purchasing tariffed services from BellSouth at month-to-month rates, then BellSouth will simply effect the conversion to UNE rates. However, if AT&T is currently purchasing tariffed services under contract at lower rates based on a volume and term commitment, then BellSouth will apply any applicable termination liabilities when the service is converted to UNEs.

A customer who purchases service on a month-to-month basis in lieu of purchasing the same service on a contract basis presumably does so because that customer does not want to make a volume and term commitment or be exposed to a termination liability. AT&T's position on this issue, if adopted, would mean that even though AT&T agreed to a volume and term contract and obtained a lower rate than a customer purchasing on a month-to-month basis would receive, AT&T could avoid the termination liability simply by converting the service to UNEs prior to the expiration of the contract. Obviously, the consequence of such action would be that AT&T would receive more favorable treatment than the customer who chose to purchase the service on a month-to-month basis.

Q. HOW DO YOU RESPOND TO MR. FOLLENSBEE'S ALLEGATION AT PAGE 15 THAT AT&T HAD NO CHOICE BUT TO PURCHASE THESE TARIFFED SERVICES FROM BELLSOUTH?

A. I disagree completely with Mr. Follensbee's portrayal of BellSouth as "unwilling to provide combinations of network elements in lieu of special access." AT&T, had it chosen to do so, could have combined the UNEs necessary to provide the service that it wanted. However, in keeping with its position on several of the issues presented in this case, AT&T did not want to incur the expense of doing so. AT&T wanted, and this was the real issue, for BellSouth to combine the UNEs for AT&T, but BellSouth is not required to do this for AT&T at UNE rates. Because AT&T chose not to do the combining

itself, and because BellSouth is not required to do the combining, AT&T chose to purchase the tariffed services from BellSouth, hoping to be able to convert those to UNEs at a later date. AT&T has done what it has done based on its own economic self-interest. Again, BellSouth is not required to combine elements for CLECs at UNE rates.

AT&T could have purchased these services on a month-to-month basis. Of course, doing so would have cost more, so AT&T chose instead to enter into a contract to receive lower rates based on a volume and term commitment and an agreement to pay termination liabilities if that commitment was not honored. Now, AT&T wants to keep the benefit of the lower rates and break the commitment without bearing the consequences it agreed to bear.

Issue 5: How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Attachment 3)

Q. WHAT ARE THE CONSEQUENCES OF AT&T'S POSITION ON THIS ISSUE, AS REPRESENTED BY MR. FOLLENSBEE?

A. First, AT&T's position means that it gets to designate where it will deliver calls originated by AT&T's end users to BellSouth for BellSouth to then deliver to the BellSouth end user being called. BellSouth agrees with AT&T that it can do this. However, AT&T's position also means that it gets to designate how many places on BellSouth's network AT&T will accept BellSouth-originated traffic destined for AT&T's end users. That is, there is absolutely no symmetry in

terms of each party deciding where it is willing to hand off its originating traffic to the other party. AT&T, under its approach, may decide to have only one or two interconnection points in a LATA where it will hand its originating traffic off to BellSouth.

If AT&T prevails, then BellSouth will be limited to no more than one or two interconnection points as well, even if BellSouth has fifteen or twenty local calling areas in the LATA. This means that, in a LATA with numerous local calling areas, BellSouth would be required to incur the cost of hauling local calls from one local calling area to a distant interconnection point, where the call would then be handed off to AT&T to be switched and brought back by AT&T to the same BellSouth local calling area in which the call originated. Adopting AT&T's position means that even though AT&T itself has created the situation where a call has to be hauled fifty or a hundred miles to be switched, it will have managed to require BellSouth to pay for a portion of these costs. Simply put, AT&T wants BellSouth to subsidize AT&T's selected network design.

As I explained in my direct testimony, BellSouth's position on this issue does not mean that AT&T has to actually build a network to each of BellSouth's local calling areas. AT&T can build out its network that way if it chooses, but it is not required to do so. AT&T can lease facilities from BellSouth or from any other provider to bridge the gap between its network (that is, where it designates its Point of Interconnection) and each BellSouth local calling area. Again, BellSouth's position is that BellSouth will be financially responsible for

transporting its originating traffic to a single point in each local calling area. However, BellSouth is not obligated to be financially responsible for hauling AT&T's local traffic to a distant point dictated by AT&T.

Q. MR. FOLLENSBEE SUGGESTS, AT PAGES 16-17 OF HIS TESTIMONY, AND WHILE DISCUSSING HIS EXHIBITS GRF-3 THROUGH GRF-5, THAT BELLSOUTH IS ATTEMPTING TO IMPOSE ADDITIONAL COSTS ON AT&T, RATHER THAN THE OTHER WAY AROUND AS YOU MAINTAIN. SINCE YOU BOTH CANNOT BE RIGHT, CAN YOU EXPLAIN WHY MR. FOLLENSBEE IS WRONG?

A. Mr. Follensbee has created an illusion that is worthy of David Copperfield. First, let me say that I agree with what he has portrayed in his Exhibit GRF-3. Historically, when a BellSouth local subscriber in a BellSouth local calling area places a call to another BellSouth local subscriber in that same local calling area, BellSouth incurs the cost of switching at the originating caller's office, transport to the called party's end office and switching at the called party's end office. We do not have a dispute about that.

Similarly, I agree with Mr. Follensbee's Exhibit GRF-4, provided that the call originates and terminates in the same BellSouth local calling area. A BellSouth customer originates a call, and BellSouth switches the call and delivers it to AT&T's Point of Interconnection located in that same local calling area. BellSouth will pay the expenses of getting the call to that Point of Interconnection in the BellSouth local calling area, because that is what

BellSouth's local subscribers are paying BellSouth to do. When the call reaches the Point of Interconnection, and AT&T switches the call to its end user, BellSouth will pay reciprocal compensation in the form of end office switching to AT&T. BellSouth has absolutely no problem with that scenario. But remember, because it is critically important, that all of this is taking place in the same BellSouth local calling area.

Turning to Mr. Follensbee's Exhibit GRF-5, I must say that AT&T has the story wrong. Or, more precisely, Mr. Follensbee has obfuscated the story. If everything that was pictured on Exhibit GRF-5 all took place within the BellSouth Nashville local calling area, Mr. Follensbee would be absolutely wrong. The BellSouth customer would originate a call, and BellSouth, once again, would deliver it to the designated Point of Interconnection. AT&T would pick up the call at the Point of Interconnection and carry it back to its switch. AT&T would then switch the call, and terminate it to its local customer. If all this happened in the Nashville local calling area, BellSouth would owe AT&T for call transport from the Point of Interconnection to AT&T's switch, and then would owe AT&T for local switching for terminating the call. On Exhibit GRF-5, the facility between the BellSouth switch and the AT&T switch appears to be a dedicated facility, so the transport paid in this situation by BellSouth would be some proportional share of the cost of the dedicated facility. The switching rate would be the normal end office rate established for reciprocal compensation.

If the call were flowing the other way (i.e., from AT&T's end user to

BellSouth's end user), AT&T would incur the cost of switching its customer's call as well as transporting the call to the Point of Interconnection, an amount that would be exactly equal to what BellSouth pays AT&T when BellSouth's customer originates a call to one of AT&T's customers.

Q. SO WHY IS THIS EVEN AN ISSUE?

A. It is an issue because Mr. Follensbee failed to include something on his exhibit that is critical to this issue. If AT&T's and BellSouth's networks were set up as pictured in Mr. Follensbee's exhibit, everything would be fine. What he has forgotten to point out is that even if AT&T has placed a local switch in a LATA, that switch may be located fifty or a hundred miles from the BellSouth local calling area that AT&T purports to serve. That is, in his Exhibit GRF-5, the BellSouth customer and the BellSouth switch may be located in Cumberland City, and the AT&T customer may be located in Cumberland City, but AT&T's switch might be located in Nashville. In such a case, AT&T has made the decision to locate the switch in a distant location because that was what was economical for AT&T. That is fine. BellSouth does not care that AT&T has located its switch that far away from the local calling area it is serving.

However, it is absurd for AT&T to cry foul, as Mr. Follensbee does in his discussion of his Exhibit GRF-5, because BellSouth objects to incurring the cost of hauling a call that originates and terminates in Cumberland City, out of the Cumberland City local calling area and over to Nashville. BellSouth will haul the call to a point in the Cumberland City local calling area, and BellSouth will

pay for that. It is not equitable, however, to require BellSouth to incur the cost of hauling the call to Nashville because AT&T has chosen not to put a switch in Cumberland City, and that is the situation that is not accurately portrayed by Mr. Follensbee's Exhibit GRF-5.

As I discussed in my direct testimony, the local exchange rates that BellSouth's local subscribers pay are not intended to cover the cost of hauling local calls beyond BellSouth's local calling area. Nevertheless, that is exactly what AT&T wants to force BellSouth (and other local service providers) to do. Evidently, AT&T refuses to pick up the traffic at the Point of Interconnection in each of BellSouth's local calling areas in, for example, the Nashville LATA. At the same time, AT&T has refused to compensate BellSouth for the additional cost of transporting these calls from the various BellSouth local calling areas to a distant location selected by AT&T solely for AT&T's own convenience. It is the additional cost of transporting local traffic from BellSouth's designated Point of Interconnection to a distant location as desired by AT&T about which the parties disagree.

Q. WOULD THESE SAME COMMENTS APPLY TO MR. FOLLENSBEE'S "SIMPLE HYPOTHETICAL" BEGINNING ON PAGE 35 OF HIS TESTIMONY?

A. Yes. Again, in Mr. Follensbee's example, if AT&T's switch and BellSouth's switch were both located in the same local calling area, we would not have an issue. However, the problem occurs when AT&T's switch is located at a distant

site. Following Mr. Follensbee's logic in his example, AT&T could elect to provide local service to customers in Tennessee from AT&T's switch in California, and AT&T would expect BellSouth to pay for part of the facility necessary to get from Tennessee to California. Now, I am sure that AT&T would protest that I am overstating the matter; however, that is the ultimate result of AT&T's proposed solution to this issue. I urge the Authority to reject this effort on the part of AT&T to make BellSouth pay for AT&T's network design decisions.

Q. PLEASE COMMENT ON AT&T'S PROPOSED "NETWORK INTERCONNECTION SOLUTION" AS PRESENTED BY MR. FOLLENSBEE.

A. Mr. Follensbee's proposed "solution" is simply an elaborate ruse that AT&T attempts to use to impose the additional costs of its network design onto BellSouth. Adopting Mr. Follensbee's solution would create the inequities that I discussed at length in my direct testimony. There is nothing equivalent, equitable, fair or reasonable about AT&T's solution, and it should be rejected.

Q. CAN YOU ILLUSTRATE YOUR POINT BY ADDRESSING EACH OF THE INDIVIDUAL COMPONENTS OF AT&T'S "SOLUTION"?

A. Yes. AT&T proposes that each parties' interconnection points (i.e., where it receives traffic for termination) should be situated at the "top" of its network. Apparently, in Mr. Follensbee's view, when AT&T interconnects with

BellSouth's local network in Nashville, AT&T is interconnected to every BellSouth local network in the Nashville LATA. That is not true because BellSouth has numerous local networks within the Nashville LATA.

AT&T proposes, in essence, that it will decide how many Points of Interconnection are convenient and appropriate for AT&T, and then BellSouth would be stuck with that same number. In effect, AT&T proposes that the party with the fewest number of interconnection points, which would usually, or at least for the foreseeable future, be AT&T, would require the other party to aggregate all of its traffic to that same number of points. Further, AT&T proposes that each party be responsible for delivering its interconnection traffic (i.e., traffic originating on or transiting through its network) to the other party's interconnection points. In other words, each party has to bear the cost of delivering traffic to the location or locations specified by the other party. Simply put, these parts of AT&T's solution operate together to force BellSouth to provide free facilities to AT&T.

To illustrate the effect of each party having an equal number of interconnection points, let's look at the Nashville LATA. AT&T may only want to interconnect with BellSouth at one point in the LATA. Therefore, under AT&T's proposed solution, BellSouth would be required to aggregate all of the local traffic from every one of its local networks in the Nashville LATA at a single location for delivery to AT&T. Because BellSouth's existing local networks are not aggregated at a single point in the LATA, BellSouth would have to create this new network configuration just to accommodate AT&T.

AT&T's proposal that each party has to bear the cost of delivering its originating traffic to the location or locations specified by the other party would require BellSouth to incur the cost of all of the new facilities needed to implement the portion of AT&T's solution that requires each party to have the same number of interconnection points. AT&T completely ignores the fact that it must connect to BellSouth's existing local networks. Instead, AT&T is attempting to force BellSouth to extend its existing local networks to accommodate AT&T, at no charge to AT&T.

Q. IS AT&T'S PROPOSED SOLUTION CONSISTENT WITH THE FCC'S LOCAL COMPETITION ORDER?

A. No. Under AT&T's proposed solution, where the Point of Interconnection and the interconnection point are at the same place, the terminating party establishes the Point of Interconnection. Of course, the FCC's Order established that the originating party is permitted to establish the Point of Interconnection. In Section IV of its Order, the FCC established the concept that, due to reciprocal compensation being paid by the originating company, the originating company may seek to determine its Point of Interconnection in order to minimize its reciprocal compensation obligation to the terminating company. At ¶ 209 of its Local Competition Order, the FCC states:

> We conclude that we should identify a minimum list of technically feasible points of interconnection that are critical to facilitating entry by competing carriers. Section 251(c) gives competing carriers the right to

deliver traffic terminating on an incumbent LEC's network at any technically feasible point on that network rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points. Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an incumbent LEC's network at which they wish to deliver traffic. Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect.

AT&T is requesting this Authority to adopt a plan which conflicts with this ruling by the FCC. As I explained in my direct testimony, BellSouth simply requests that AT&T be required to bear the cost of facilities that BellSouth may be required to install, on AT&T's behalf, in order to connect from a BellSouth local calling area to AT&T's Point of Interconnection located outside that local calling area.

Q. HOW DOES BELLSOUTH PROPOSE TO RESOLVE THIS ISSUE?

A. BellSouth should be allowed to designate one Point of Interconnection in each of its local calling areas where AT&T must pick up BellSouth's originated local traffic destined for AT&T's local customers. BellSouth, not AT&T, is entitled to designate the pickup point for such traffic, and that point can be on BellSouth's network. BellSouth is willing to accommodate AT&T's proposed

network design that does not have a Point of Interconnection in each BellSouth local calling area. However, AT&T would have to compensate BellSouth for transporting BellSouth's originating traffic to an AT&T designated Point of Interconnection outside the basic local calling area (but inside the LATA) in which the local call originates. I believe this to be an equitable arrangement for both parties. This solution would also alleviate AT&T's concern that its collocation space is being used for both interconnection as well as accessing unbundled loops (Follensbee, page 39). BellSouth's proposal would alleviate this concern because BellSouth would deliver the BellSouth originated local traffic to a point in the LATA as designated by AT&T which is outside the BellSouth local calling area and thus not utilize additional collocation space.

Issue 7: Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Attachment 3)

Q. PLEASE ADDRESS MR. FOLLENSBEE'S CONTENTION THAT THE ONLY RELEVANT CRITERIA FOR DETERMINING ELIGIBILITY FOR TANDEM SWITCHING CHARGES IS THE GEOGRAPHIC AREA SERVED.

A. Mr. Follensbee is incorrect. As I explained in my direct testimony, the FCC has a two-part test to determine if a carrier is eligible for tandem switching: 1) a CLEC's switch must serve a geographic area comparable to the geographic area served by the ILEC's tandem switch, and 2) a CLEC's switch must perform

tandem switching functions for local traffic. Indeed, various court decisions support BellSouth's contention that the FCC has established a two-part test. In a case involving MCI (MCI Telecommunication Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. LEXIS 11418 (N.D. Ill. June 22, 1999)), the U.S. District Court specifically determined that the test required by the FCC's rule is a functionality/geography test. In its Order, the Court stated:

> In deciding whether MCI was entitled to the tandem interconnection rate, the ICC applied a test promulgated by the FCC to determine whether MCI's single switch in Bensonville, Illinois, performed functions similar to, and served a geographical area comparable with, an Ameritech tandem switch.[9] (emphasis added).
>
> [9]MCI contends the Supreme Court's decision in IUB affects resolution of the tandem interconnection rate dispute. It does not. IUB upheld the FCC's pricing regulations, including the 'functionality/geography' test. 119 S. Ct. at 733. MCI admits that the ICC used this test. (Pl. Br. At 24.) Nevertheless, in its supplemental brief, MCI recharacterizes its attack on the ICC decision, contending the ICC applied the wrong test. (Pl. Supp. Br. At 7-8.) But there is no real dispute that the ICC applied the functionality/geography test; the dispute centers around whether the ICC reached the proper conclusion under that test. (emphasis added).

Indeed, the Ninth Circuit Court of Appeals viewed the rule in the same way, finding that:

> [t]he Commission properly considered whether MFS's switch performs similar functions and serves a geographic area comparable to US West's tandem switch." (U.S. West Communications v. MFS Intelenet, Inc, et. al, 193 F. 3d 1112, 1124).

Furthermore, in evaluating whether a CLEC should receive the same reciprocal compensation rate as would be the case if traffic were transported and terminated via the incumbent's tandem switch, the United States District Court in Minnesota ruled that, "it is appropriate to look at both the function and geographic scope of the switch at issue" *(U.S. West Communications, Inc. v. Minnesota Public Utilities Commission,* 55 F. Supp. 2d 968, 977 (D. Minn. 1999), emphasis added).

Q. PLEASE ADDRESS MR. FOLLENSBEE'S CONTENTION THAT AT&T'S SWITCHES PERFORM TANDEM FUNCTIONS.

A. While contending that FCC rules ignore tandem functionality as it relates to this issue, Mr. Follensbee claims that AT&T's (including TCG's) switches, do, in fact, perform "certain tandem functions." On page 43 of his testimony, Mr. Follensbee states that each of AT&T's switches "acts as an access tandem routing the preponderance of interLATA traffic directly to the applicable interexchange carrier." BellSouth does not take issue with that statement. However, it is wholly irrelevant to the issue at hand. The fact that AT&T's switches perform as tandems for interLATA service is simply not relevant to

this issue – reciprocal compensation at the tandem switching rate is due only when tandem switching functions are performed for local traffic. Therefore, to qualify for reciprocal compensation at the tandem rate, the switch must be performing the tandem switching functions to transport local calls.

Continuing on page 43, Mr. Follensbee addresses the traffic at issue when he explains that "with respect to traffic between any AT&T customer and any BellSouth customer within the same LATA, AT&T has direct trunking to each BellSouth tandem in the LATA so that such traffic may be completed without transiting multiple AT&T switches or multiple BellSouth tandems." (emphasis added). Here, Mr. Follensbee simply demonstrates that BellSouth's tandem switch performs the tandem function for such local traffic – AT&T's switch is functioning only as an end office switch. In fact, this statement further confirms that AT&T is not performing a tandem function. Mr. Follensbee's description indicates that calls from BellSouth local customers to AT&T local customers are delivered directly to the switch serving the AT&T customer. Indeed, as evidenced by Mr. Follensbee's testimony, there is no intermediate switch on AT&T's network for local calls, so AT&T can't be incurring tandem switching costs.

Q. DO YOU AGREE WITH MR. FOLLENSBEE'S CONTENTION THAT AT&T'S SWITCHES PERFORM THE "AGGREGATION" FUNCTION TYPICAL OF TANDEM SWITCHES?

A. No. As I explained in my direct testimony, local tandem switches are used to

aggregate traffic from numerous end office switches in a local calling area when it is more economical to route local traffic in that manner than to install direct trunk groups between each and every end office switch. When there are a lot of end office switches in a local calling area, using a local tandem switch to aggregate traffic and to act as a central connection point makes economic sense and avoids a lot of extra trunking that would otherwise be required to ensure that call blockage was limited to acceptable levels.

BellSouth's local network generally consists of local tandem switches, end office switches and interoffice transport. However, AT&T's local network generally consists of a single switch and long loops connecting the switch to AT&T's subscribers.

When BellSouth routes a local call from a CLEC such as AT&T through one of BellSouth's tandems, BellSouth completes the call by first switching the call at the tandem, transporting the call to the appropriate local end office and then switching the call to the called party. BellSouth then charges AT&T reciprocal compensation based on the appropriate tandem switching rate, transport rate and local switching rate, since all of these parts of BellSouth's network were used in transporting and terminating the call.

On the other hand, when BellSouth hands off one of its local calls to AT&T, AT&T carries the call back to its end office switch, where the call is switched once and then placed on the appropriate loop to reach the intended recipient of the call. That is, because of AT&T's network design, the call is only switched

once, and there are no interoffice transport facilities involved. According to Mr. Follensbee, AT&T has chosen this design because it is cheaper for AT&T to build long loops rather than to build switches.

Nevertheless, and in spite of the fact that only one switch is involved, AT&T wants BellSouth to pay reciprocal compensation to AT&T for calls placed from BellSouth's local subscribers to AT&T's local subscribers at a rate equal to the total of the tandem switching rate and the end office switching rate for every such call AT&T handles. Indeed, AT&T's position that it is entitled to reciprocal compensation from BellSouth at the tandem switching rate for every local call it terminates from BellSouth is simply nonsensical.

For example, consider an AT&T end office switch in Nashville that is connected directly to a BellSouth end office also located in Nashville. When an AT&T end user originates a local call in Nashville that is routed directly to BellSouth's end office switch in Nashville, BellSouth will bill AT&T reciprocal compensation at the end office switching rate because that is the only portion of BellSouth's network that was used to terminate the local call. However, AT&T's position is that, in this example, if the local call originates from the same BellSouth end user and terminates to the same AT&T end user, AT&T is due reciprocal compensation from BellSouth at the tandem switching rate (again, the sum of the end office switching rate and the tandem switching rate). The exact same end users are involved in both calls, the same switches are used in both calls, yet AT&T's position results in one call generating reciprocal compensation at the end office switching rate, while the other call generates

reciprocal compensation at the higher tandem switching rate. A position that leads to such an illogical conclusion simply cannot be right.

Q. PLEASE RESPOND TO AT&T's CLAIM AT PAGE 42 THAT ITS SWITCHES COVER A GEOGRAPHIC AREA COMPARABLE TO THE AREA COVERED BY BELLSOUTH'S TANDEMS.

A. Mr. Follensbee has provided maps indicating the geographic area AT&T's switches "cover." Of course, it is a very simple matter to color in areas on a map and to claim that these areas are "covered" by switches. However, in order to establish that AT&T's switches actually serve a geographic area comparable to that served by the incumbent local exchange carrier's tandem switches, AT&T must show the particular geographic area it serves, not the geographic area that its switches can serve. (See 47 C.F.R. § 51.711(a)(3)). In order to make a showing that AT&T's switches serve a geographic area equal to or greater than that served by BellSouth's tandem switches, AT&T must provide information showing the location of its customers and give some indication as to how its customers are actually being served by AT&T's switches. (MCI Telecommunications Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. LEXIS 11418 (N.D. Ill. June 22, 1999)).

To illustrate the importance of this point, assume AT&T has one thousand customers in downtown Nashville, all of which are located in a single office complex next door to AT&T's Nashville switch. Under no set of circumstances could AT&T seriously argue that, in such a case, its switch serves a comparable

geographic area to BellSouth's tandem switch. See Decision 99-09-069, In re: Petition of Pacific Bell for Arbitration of an Interconnection Agreement with MFS/WorldCom, Application 99-03-047, 9/16/99, at 15-16 (finding "unpersuasive" MFS's showing that its switch served a comparable geographic area when many of MFS's ISP customers were actually collocated with MFS's switch).

AT&T has offered no information to the Authority to demonstrate that its switches currently serve areas comparable to BellSouth's tandem. AT&T has not provided the Authority with the location of its customers in Tennessee, information which would be essential for the Authority to determine whether AT&T's switches actually serve areas comparable to BellSouth's tandem switches. Absent such evidence, AT&T has clearly failed to satisfy its burden of proof on this issue.

Issue 9: What is the appropriate treatment of outbound voice calls over internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Attachment 3)

Q. PLEASE ADDRESS MR. FOLLENSBEE'S VIEW OF HOW THE FCC HAS ADDRESSED THE ISSUE OF REGULATING PHONE-TO-PHONE INTERNET PROTOCOL TELEPHONY.

A. Mr. Follensbee's testimony makes clear that the FCC has danced around the issue of Internet Protocol ("IP") telephony without making any definitive rulings on how traffic routed via such protocol will be treated. As Mr.

Follensbee says, the FCC has not ruled that switched access charges are applicable to such calls. Of course, neither has the FCC ruled that switched access charges are not applicable to such calls. Indeed, as I pointed out in my direct testimony, in its April 10, 1998 Report to Congress the FCC stated that "the record currently before us suggests that this type of IP telephony (i.e., phone-to-phone service) lacks the characteristics that would render them 'information services' within the meaning of the statute, and instead bear the characteristics of 'telecommunication services'." (¶ 89). Because the FCC has not made a determination that voice calls transmitted using IP telephony represent information services, and because only information services are exempted from paying access charges, the FCC has obviously not determined that calls made over IP Telephony are exempt from access charges.

Indeed, a complete reading of the FCC's report makes clear that the FCC recognizes the significant impact that a decision to treat IP telephony as "information services" rather than as "telecommunications services" would have on existing universal service mechanisms. The FCC indicated that upcoming proceedings with more focused records would ensue prior to any final determination. (*Id.*, ¶ 91).

Q. PLEASE ADDRESS MR. FOLLENSBEE'S RELIANCE ON A SPEECH GIVEN BY FCC CHAIRMAN KENNARD ON SEPTEMBER 12, 2000.

A. It is not clear from Chairman Kennard's September 12, 2000, speech that he was actually referring to "voice calls over IP telephony". Indeed, it is likely that

he was referring to "voice calls over the Internet" which, as I explained in my direct testimony, is not what BellSouth is addressing in this issue.

Obviously, this terminology is unfamiliar and subject to misuse and misinterpretation. The bare fact is that a long distance voice communication does not become an enhanced service when it is transmitted over a packet switched network rather than over a circuit switched network. Therefore, BellSouth requests the Authority to determine that access charges, rather than reciprocal compensation, apply to long distance calls, regardless of the technology used to transport the calls.

Issue 10: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (Attachment 2)

Q. PLEASE RESPOND TO MR. FOLLENSBEE'S ALLEGATION AT PAGE 52 THAT BELLSOUTH'S POSITION ON THIS ISSUE IMPEDES COMPETITION.

A. BellSouth's position on this issue comports with the FCC's Rule 51.319(c)(2). As I explained in my direct testimony, the specific dispute that this Authority must address involves the question of whether the four lines identified in the applicable FCC rule have to all be located at the same premises, or whether it is sufficient that the customer has four or more lines located anywhere in the Metropolitan Serving Area ("MSA"). AT&T's position is that the lines all have

to be located at the same premises. BellSouth's position is that the availability of Enhanced Extended Links ("EELs") renders the actual geographic location of the customer's lines, as long as the lines are all within the same MSA, irrelevant.

BellSouth's point is that it, in order to take advantage of this exemption, has to provide EELs at any technically feasible location in the relevant geographic area. Regardless of where the customer's individual lines are located, AT&T can use the EELs to connect the customers to AT&T's switch. For example assume that a customer has three different locations with three lines each, all within the same MSA. AT&T's position is that aggregation of the lines at the three different locations in order to qualify BellSouth for the switching exemption should be precluded. That is absurd. AT&T can use EELs to connect those three locations to its own switch.

Q. WHAT IF THE CUSTOMER WANTS TO RECEIVE THREE SEPARATE BILLS – ONE AT EACH OF HIS THREE LOCATIONS?

A. The number of bills the customer wants to receive has no impact on this issue. When AT&T uses EELs to connect those three locations to its own switch, AT&T can render bills to the customer in any form that the customer wants. There is absolutely no requirement in the rules that aggregation of the end user's lines cannot be accomplished because the end user wants multiple bills. Using that rationale, an end user with twenty lines into a single building who wanted

ten different bills would prevent BellSouth from electing the local switching exemption.

Clearly, the FCC intended no such gaming of its rule. The FCC determined that the four-line cut-off would be used to distinguish between the mass markets, where there was less competition, and the medium to large business market, where there is vigorous competition. In the example above, the customer with three locations is not a mass market customer, irrespective of whether the three locations are geographically separated or not. Indeed, if the customer is an astute business person, one would assume that the three different locations would be geographically dispersed.

Q. PLEASE RESPOND TO MR. FOLLENSBEE'S CONTENTION THAT "SOME CUSTOMERS MAY ACTUALLY WANT TO HAVE SOME LINES SERVED BY ONE CARRIER AND SOME LINES SERVED BY ANOTHER." (FOLLENSBEE DIRECT, PAGE 52, LINES 9-10)

A. BellSouth agrees it is likely that a customer might want to have some lines served by one carrier and other lines served by another carrier, and BellSouth's position on this issue does not prevent the customer from doing so. This issue is not about which carrier - or how many carriers - the customer gets his service from. BellSouth's proposal recognizes the FCC's conclusion that there are sufficient options other than unbundled switching from the incumbent LEC that are available to the carrier wanting to serve customers. Despite AT&T's attempt to characterize this as a "customer problem," the customer is not

inconvenienced. AT&T simply has to avail itself of another option to serve the customer.

BellSouth's position on this issue is clearly the correct interpretation of the FCC's rules using the logic that the FCC used to create the rule in the first instance. Where the end user is located in Density Zone 1 in a top 50 MSA and BellSouth is willing to provide AT&T with EELs, all of the customer's lines within the MSA should be aggregated in order to determine whether BellSouth is exempted from providing unbundled switching to serve that particular end user. An EEL is an EEL, and it should make no difference whether the EELs run to a single geographic location or to several such locations. The end result is the same; AT&T can connect the subscriber to its own switch using the EELs and that is all that is required in order to allow BellSouth to avail itself of the switching exemption.

Issue 16: Should the Authority or a third party commercial arbitrator resolve disputes under the Interconnection Agreement?

Q. WHY IS AT&T'S LATEST PROPOSED LANGUAGE ON THIS ISSUE NOT ACCEPTABLE TO BELLSOUTH?

A. AT&T has offered BellSouth the sleeves out of AT&T's vest. AT&T's latest proposal, if accepted, would typically result in disputes under the Interconnection Agreement being resolved by a commercial arbitrator. I say this because AT&T's proposed language lays out three situations. First, the parties

could agree that the dispute would be heard by the Authority. Second, the parties could agree that the dispute would be heard by a commercial arbitrator. Third, if the parties cannot agree, then the aggrieved party will choose the method of resolution.

Based on these three possibilities, it is hard to imagine an example where AT&T is the aggrieved party, and commercial arbitration does not end up being the method of resolution. Mr. Follensbee makes clear in his testimony that AT&T believes disputes can be resolved more quickly through the alternative dispute resolution process than through the Authority. As I explained in my direct testimony, BellSouth disagrees with AT&T that using a commercial arbitrator is a speedy process. Because one party would likely be staked out as wanting disputes to be heard by a commercial arbitrator, and the other party would likely be staked out as wanting disputes to be heard by the Authority, it is unlikely that the parties would agree on the method of resolution. Therefore, assuming that AT&T is the aggrieved party, AT&T's proposed language would likely result in AT&T's choosing the method.

Q. PLEASE RESPOND TO MR. FOLLENSBEE'S CONCERN AS STATED AT PAGES 55-56 THAT SERVICE AFFECTING DISPUTES THAT REQUIRE IMMEDIATE RESOLUTION MIGHT BE DELAYED FOR NINE TO TWELVE MONTHS DUE TO THE AUTHORITY HAVING A FULL CALENDAR.

A. First, I am certain that the Authority will take whatever steps are necessary to

resolve service affecting disputes in as expeditious a manner as possible. Second, BellSouth does not share AT&T's view that commercial arbitration is a speedy process. Further, BellSouth has serious concerns about the ability to secure neutral arbitrators who have a sufficient understanding of the issues. Again, BellSouth believes that this Authority is more capable of handling disputes between telecommunications carriers than are commercial arbitrators. BellSouth should not be obligated to waive its right to have the Authority hear disputes.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

AFFIDAVIT

STATE OF: Georgia
COUNTY OF: Fulton

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared John A. Ruscilli –Senior Director – State Regulatory, BellSouth Telecommunications Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00079 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 32 pages and 0 exhibit(s).

John A. Ruscilli

Sworn to and subscribed
before me on 01-08-01

NOTARY PUBLIC

SUZY A. SHERWOOD
NOTARY PUBLIC
FAYETTE COUNTY, GEORGIA
MY COMMISSION EXPIRES
APR
28
2003

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00079

JANUARY 8, 2001

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

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present position since February 1996.

Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED DIRECT TESTIMONY IN THIS DOCKET?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING FILED TODAY?

A. I will respond to portions of the testimony of AT&T Communications of the South Central States, Inc. and TCG Mid South (collectively

"AT&T") witnesses Mills and Bradbury with respect to Issues 8, 11-14, and 15.

Issue 8: What coordinated cutover process should be implemented to ensure accurate, reliable, and timely cutovers when a customer changes local service from BellSouth to AT&T?

Q. BEGINNING ON PAGE 4 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT BELLSOUTH'S HOT CUT PROCESS IS INADEQUATE AND UNLESS IT IS MODIFIED, IT WILL RESULT IN AN INCREASED NUMBER OF MISSED APPOINTMENTS WHICH WILL ULTIMATELY IMPACT THE CUSTOMER. PLEASE COMMENT.

A. First, BellSouth categorically denies AT&T's assertion that BellSouth's procedures for hot cuts are inadequate. BellSouth uses a very detailed process for conversion of live local service and uses these same procedures across the region for all CLECs with a high level of success.

BellSouth has a proven hot cut process that ensures a smooth conversion with Local Number Portability (LNP) with minimum end user service interruption. BellSouth's current process provides for: pre-service testing to ensure that both the BellSouth wiring is correct as well as the wiring and translations of the receiving CLEC; pre-due

date and pre-conversion confirmation to ensure that both parties are in agreement on the cut date and time as well as other necessary provisioning information; a completion notice to the CLEC to allow for acceptance testing and number porting; and a jeopardy notice in the event a conversion cannot be accomplished by the confirmed date or time.

As to missed appointments increasing to the point of impacting the customer, this would occur if either service provider (that is, AT&T or BellSouth) fails to follow a rational and consistent process for converting live service. However, BellSouth does not agree that this is the norm nor has BellSouth exhibited a pattern of failure that has resulted in the level of service outage alleged to have been experienced by AT&T end users.

Q. ON PAGE 11 OF HIS TESTIMONY, MR. MILLS IMPLIES THAT BELLSOUTH'S FIRM ORDER CONFIRMATION (FOC) DOES NOT PROVIDE AT&T WITH A COMMITMENT FROM BELLSOUTH THAT THE HOT CUT WILL BE PERFORMED AT THE REQUESTED DUE DATE OR TIME. PLEASE COMMENT.

A. BellSouth provides two options to AT&T that I believe allow AT&T the flexibility to meet AT&T's business needs. With the first option, AT&T can set a time for a loop conversion by ordering and paying for time specific order coordination. With this option, BellSouth commits to use

best efforts to complete the conversion as specified by AT&T at the ordered time and by the offered date. If unforeseen circumstances such as facility shortages, weather, acts of God, manpower shortages, and the like, occur during the provisioning process which may cause the date or time of the conversion to be in jeopardy, BellSouth notifies AT&T as soon as the jeopardy is identified to allow AT&T to respond to its customer as appropriate. This commitment is the same commitment that BellSouth provides to its own end users when establishing order due dates and provides AT&T with not only a meaningful opportunity to compete but also provides the same opportunity for successful due date performance as is provided to a BellSouth end user.

However, If AT&T elects not to order via the first option (that is, time specific order coordination) AT&T may request order coordination from BellSouth. This second option provides for BellSouth and AT&T to mutually agree on the conversion time, or window of time, 24 to 48 hours in advance of the conversion. Again, if unforeseen circumstances occur that may jeopardize BellSouth's ability to perform the conversion, BellSouth notifies AT&T as soon as the jeopardy is identified.

Q. MR. MILLS EXPRESSES CONCERNS THAT BELLSOUTH DOES NOT QUERY ITS DATABASE TO CHECK THE CONNECTING FACILITY ASSIGNMENT (CFA) AND THE LOOP MAKE-UP PRIOR

TO ISSUANCE OF A FOC AND AS A RESULT, THE FOC IS NOTHING MORE THAN A CONFIRMATION THAT AT&T HAS MADE A REQUEST. PLEASE COMMENT.

A. It is AT&T's responsibility to assign and maintain the CFA database. BellSouth has no way of verifying AT&T's CFA information at the time of receiving AT&T's Local Service Request (LSR). BellSouth agrees that in most cases there should not be a clarification or reject notification after it sends the FOC to the CLEC. However, there are certain situations where a clarification or reject notification is appropriate. One such example is the situation where AT&T gives BellSouth inaccurate CFA information via AT&T's LSR to BellSouth. BellSouth has no way of verifying AT&T's CFA information at the time of receiving AT&T's LSR. At the time any such errors are discovered, which is often when BellSouth's mechanized assignment systems recognize that the CFA information provided is in error (a process always performed after the FOC is delivered to the CLEC), such clarification or reject notifications are appropriate. In this case, the cause of the clarification or reject notification is the result of AT&T's error rather than BellSouth's error.

Q. ON PAGES 11-12 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT IF PROBLEMS ARISE DURING THE PROCESS AFTER BELLSOUTH HAS ISSUED THE FOC, BELLSOUTH SENDS A CLARIFICATION NOTICE TO AT&T INSTEAD OF A JEOPARDY

NOTICE AND AS SUCH, THIS DOES NOT ALLOW FOR A SUFFICIENT TIME TO CORRECT PROBLEMS AND MEET THE CUSTOMER'S DUE DATE AND TIME. PLEASE COMMENT.

A. A clarification and new due date are required when the CFA is not vacant because BellSouth is not in control of knowing which CFA AT&T would like to assign and is not in control of when AT&T will respond to the notice. When errors are discovered during the process, if BellSouth were to simply place AT&T's order in jeopardy status, the net effect would be to delay the completion of other CLECs' orders since BellSouth would have to keep resources scheduled and committed during the time it takes for AT&T to correct its problem.

Q. MR. MILLS CONTENDS THAT BELLSOUTH DOES NOT PROVIDE AT&T WITH 48 HOURS NOTICE PRIOR TO CUTOVER THAT ALL ENGINEERING AND CENTRAL OFFICE WORK HAS BEEN COMPLETED. PLEASE COMMENT.

A. BellSouth performs the necessary pre-conversion tests 24 to 48 hours in advance of cutover. BellSouth notifies AT&T if during the pre-conversion testing if either AT&T dial tone or Automatic Number Announcement Circuit (ANAC) tests have failed and need to be corrected by AT&T.

Q. ON PAGE 12 OF HIS TESTIMONY, MR. MILLS STATES THAT BELLSOUTH OFTEN CLOSES ORDERS WITHOUT PROPERLY NOTIFYING AT&T BY CALLING THE IMPLEMENTATION CONTACT NUMBER PROVIDED ON THE LSR TO INDICATE THAT ALL REQUESTED WORK IS COMPLETE AND THAT BELLSOUTH STILL DOES NOT FOLLOW THE AGREED UPON PROCESS. IS HE CORRECT?

A. No. BellSouth properly utilizes the implementation contact number to report hot cut completion. This has been confirmed by BellSouth staff reviews. BellSouth has found through observation that often when BellSouth calls to report the completion, the caller is transferred to voice mail. Additionally, BellSouth has found that hot cut completion information has not been recorded by AT&T personnel.

Q. ON PAGE 18 OF HIS TESTIMONY, MR. MILLS INDICATES THAT BELLSOUTH HAS ONLY OFFERED TO CHANGE ITS PROCESS FOR THE CFA CHECK AND NOT THE LOOP FACILITY CHECK. PLEASE COMMENT.

A. AT&T was evidently not aware that they had access to loop make-up information that provides them the facility check they are seeking. This was made known to them on December 12, 2000, during contract negotiations. As to the process for the CFA check, it is BellSouth's position that this issue was resolved during the contract negotiations

on December 12, 2000, as both parties agreed to contract language such that BellSouth would provide AT&T access to BellSouth's Loop Facility Assignment Control System (LFACS) in order for AT&T to check CFA assignments in a pre-order mode.

Q. MR. MILLS EXPRESSES CONCERNS OVER BELLSOUTH'S ISSUANCE OF A CLARIFICATION NOTICE INSTEAD OF A JEOPARDY NOTICE. PLEASE COMMENT.

A. BellSouth believes that, as previously mentioned, with the implementation of access to LFACS for pre-ordering CFA check, BellSouth and AT&T have reached agreement on contract language that resolves this issue.

Q. ON PAGE 27 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT WHILE OBSERVING THE GEORGIA PUBLIC SERVICE COMMISSION'S DATA RECONCILIATION TRIAL, AT&T FOUND THAT BELLSOUTH IS UNABLE TO MEET AT&T'S TIME SPECIFIC CUT REQUIREMENTS. DO YOU AGREE?

A. No. BellSouth disagrees that the Georgia Commission's hot cut data reconciliation trial has determined that either BellSouth's data or performance is inadequate. What has been revealed is that AT&T has raised operational issues that were not part of the original hot cut process that the parties documented in previous testimony. AT&T

wants Bellsouth to call just prior to the start of the conversion. Bellsouth believes that to do so would delay the conversion and cause additional issues (for example, what happens if BellSouth cannot reach AT&T to inform AT&T of the start?). Nonetheless, I believe this issue has been resolved recently during the negotiations process.

Issue 11: What are the appropriate intervals for the delivery of collocation space to AT&T?

Q. ON PAGE 30 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT THE AUTHORITY ORDER BELLSOUTH TO FOLLOW THE INTERVALS SET BY THE RECENT FCC ORDER; THAT IS, INTERVALS SHOULD BE MEASURED FROM THE DAY THAT BELLSOUTH RECEIVES AT&T'S BONA FIDE REQUEST FOR COLLOCATION, TO THE DAY THAT BELLSOUTH TURNS OVER SPACE TO AT&T FOR AT&T'S USE. PLEASE COMMENT.

A. BellSouth asks that this Authority consider the issue of CLEC-provided forecasts in light of recent FCC rulings. For example, in a decision in DA 00-2528, issued November 7, 2000, the FCC granted Verizon's, SBC's, and Qwest's requests for conditional waivers of the 90-day provisioning interval. Specifically, the FCC expressly endorsed the intervals ordered by the New York Commission for Verizon, with one modification and that being that these intervals incorporate specific CLEC forecasting requirements.

In light of the above, BellSouth has filed a request with the FCC for authority to apply the New York ordered intervals, as modified by the FCC. This request is pending before the FCC. BellSouth requests that this Authority consider the efficiencies obtained through CLEC-provided forecasts and adopt the proposed intervals found in Verizon's collocation tariff for New York, which are supported by the FCC as promoting facilities-based competition. Exhibit WKM-1, which is attached to this testimony, summarizes those intervals.

Issue 12: When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross-connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building?

Q. ON PAGE 31 OF HIS TESTIMONY, MR. MILLS STATES THAT AT&T SHOULD BE ALLOWED TO CONNECT ITS FACILITIES TO BELLSOUTH AND OTHER CLECS WHEN BELLSOUTH AND AT&T OCCUPY THE SAME BUILDING. PLEASE COMMENT.

A. As I stated in my direct testimony, AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC regulations or that which is necessary. AT&T simply wishes to take advantage of its former corporate ownership of BellSouth.

BellSouth's agreement to AT&T's terms would cause BellSouth to provide AT&T with more favorable treatment than to other local service providers. AT&T has suggested that it use cross connects between its equipment in AT&T's premises with BellSouth's equipment in the BellSouth central office. The type building AT&T is referring to might be thought of as a condominium arrangement because AT&T's part and BellSouth's part adjoin each other and sometimes have special conduits or other structures between the two parts. However, AT&T's part of the building is not part of BellSouth's premises. So what AT&T is really asking for is a new form of interconnection which only AT&T could use since only BellSouth and AT&T have this situation.

The recent decision by the United States Court of Appeals for the District of Columbia Circuit (Argued February 2, 2000, Decided March 17, 2000, No. 99-1176) addressed the issue of ILEC obligations to provide co-carrier cross-connects and adjacent collocation and held that ILECs are required to provide collocation so long as that collocation was on the ILEC's premises.

The Court further stated that Section 251(c)(6) only requires that the LECs reasonably provide space for "physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier," nothing more."

Even if the FCC were to find that co-carrier cross-connects are

"necessary for interconnection or access to unbundled network elements", it is clear to me that such a requirement that BellSouth provide co-carrier cross-connects is limited to the situation where a CLEC such as AT&T is collocated within the BellSouth premises. My understanding of the Circuit Court's decision in no way creates a requirement that BellSouth provide AT&T with cross-connects in lieu of other forms of interconnection between AT&T's network and BellSouth's network.

Issue 13: Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on AT&T?

Q. ON PAGE 34 OF HIS TESTIMONY, MR. MILLS STATES THAT BELLSOUTH DEMANDS THAT AT&T CERTIFY THAT CRIMINAL BACKGROUND CHECKS HAVE BEEN CONDUCTED ON EACH PERSON AT&T WISHES TO ASSIGN TO A BELLSOUTH PREMISE AND THAT BELLSOUTH'S REQUIREMENT IS EXCESSIVE. DOES BELLSOUTH INSIST THAT AT&T PERFORM SECURITY CHECKS OF ALL ITS EMPLOYEES AS SUGGESTED BY MR. MILLS?

A. No. BellSouth is indifferent to the security measures and background checks AT&T makes for its employees to access its own buildings. However, BellSouth is rightly concerned for proper security measures

and background criminal checks for those of AT&T's employees for which AT&T wants unescorted access to BellSouth's premises. If AT&T doesn't want to perform background criminal checks of all of its employees, it need only check those of its employees it wants admitted to BellSouth's premises.

Q. MR. MILLS STATES THAT AT&T WILL INDEMNIFY BELLSOUTH FOR ANY DAMAGE THAT OCCURS TO BELLSOUTH'S PROPERTY AT A BELLSOUTH PREMISE AS A RESULT OF THE ACTIVITIES OF AN AT&T EMPLOYEE OR AGENT. PLEASE COMMENT.

A. AT&T's offer to indemnify BellSouth for bodily injury or property damage is not sufficient in light of the assets at risk. Indemnification is an after the fact solution. By requiring criminal background investigations, BellSouth is seeking to protect the consumer and other CLECs up front from the inherent risks.

Q. ON PAGE 35 OF HIS TESTIMONY, MR. MILLS STATES "THERE IS NO INDICATION THAT REQUIRING CRIMINAL BACKGROUND CHECKS WILL IMPROVE SECURITY." DO YOU AGREE?

A. No. Criminal background checks are a reasonable way to prevent known criminals from even being in a place where they could cause harm or damage to BellSouth's or a CLEC's network. Mr. Mills' suggestion is sort of like saying that preventing known bank robbers

from working at banks does not lessen the risk that a bank will be robbed.

Issue 14: Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE?

Q. ON PAGE 38 OF HIS TESTIMONY, MR. BRADBURY ASSERTS "FROM A PRACTICAL STANDPOINT, THE CUSTOMIZED ROUTING ARCHITECTURE PROPOSED BY BELLSOUTH MUST BE FULLY IMPLEMENTABLE AND AVAILABLE IN EVERY END OFFICE WHERE TECHNICALLY FEASIBLE." DO YOU AGREE?

A. No. Mr. Bradbury would blithely demand that BellSouth spend money to equip each and every one of its end office switches for customized routing on the chance that AT&T might someday order customized routing. BellSouth has no obligation to spend its money in such a way. If, on the other hand, AT&T requests customized routing in each and every end office switch, BellSouth will gladly fulfill AT&T's request.

Q. MR. BRADBURY FURTHER ASSERTS THAT THE CUSTOMIZED ROUTING ARCHITECTURE PROPOSED BY BELLSOUTH MUST BE CAPABLE OF SUPPORTING BOTH BRANDED AND UNBRANDED MESSAGING AND ROUTING TO NON-BELLSOUTH PLATFORMS. PLEASE RESPOND.

A. BellSouth's customized routing solutions can be provisioned promptly and can handle both branded and unbranded responses to end users' calls. AT&T need only place an order with BellSouth for customized routing and BellSouth will provide it.

Q. ON PAGE 39 OF HIS TESTIMONY, MR. BRADBURY STATES "BELLSOUTH HAS PROPOSED LINE CLASS CODE SOLUTION AND AN INTELLIGENT NETWORK ("AIN") SOLUTION FOR CUSTOMIZED ROUTING. THE PROPOSED AIN SOLUTION HAS BEEN PROMISED BY BELLSOUTH FOR SEVERAL YEARS. TO DATE, BELLSOUTH HAS NOT DELIVERED ON ITS PROMISE." DO YOU AGREE?

A. Absolutely not. Both the LCC method and the AIN method are available today. The LCC method is available to CLECs in addition to BellSouth's AIN version and both have been tested and proved workable. If AT&T wants to use the LCC method, it merely needs to order it. Insofar as tests are concerned, AT&T itself participated in cooperative testing of BellSouth's AIN method for customized routing in 1997. Later, BellSouth offered to do a trial of the AIN method in Louisiana yet not one CLEC, not even AT&T, showed the slightest interest in being part of that trial. It is thus surprising to me that Mr. Bradbury faults BellSouth for AT&T's unwillingness to use BellSouth's AIN solution which AT&T itself, in the first round of arbitrations, said it

wanted. As with the LCC method, if AT&T wants to use the AIN method, it merely needs to order it.

Q. MR. BRADBURY FURTHER STATES "THAT TRIAL [THAT IS, THE JOINT BELLSOUTH/AT&T TESTING OF THE AIN SOLUTION] IDENTIFIED CALL SETUP PROBLEMS THAT INCREASED POST-DIALING DELAY TO APPROXIMATELY ONE SECOND FOR OPERATOR SERVICE CALLS AND TWO SECONDS FOR DIRECTORY ASSISTANCE CALLS. " DO YOU AGREE?

A. No. First of all, post dialing delay is the time between when the end user finishes dialing and when the customer is informed (via ringing signal, busy tone or the like) of the call's progress. All switching systems take some time to translate the dialed digits, select an appropriate trunk group and the like, and all these functions contribute to post dialing delay. So, post dialing delay is not a consequence of BellSouth's AIN customized routing solution. With the AIN solution, a computer database is queried during call processing to determine the CLEC's preferred routing for a particular end user. This database query takes time and thus adds a small incremental bit of post dialing delay to the overall processing of the call. Second, BellSouth believes the post dialing delay will be only about one second. Third, if AT&T is concerned with even that small an amount of post dialing delay, AT&T can simply request the Line Class Code method and thereby eliminate its concerns for post dialing delay.

Q. ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY CLAIMS THAT THE AIN SELECTIVE ROUTING CAPABILITY COULD BE PERFORMED BY THE END OFFICE, ELIMINATING THE POST DIAL DELAY ASSOCIATED WITH THE TANDEM/HUB ARRANGEMENT. WHY DID BELLSOUTH CHOOSE TO PERFORM THE DATABASE QUERY FROM THE AIN HUB RATHER THAN FROM EACH AND EVERY END OFFICE SWITCH?

A. The AIN method of customized routing allows the use of the AIN "hub" concept, which yields several advantages as follows:

- Allows the use of appropriate AIN "triggers" for all call types rather than only a limited set of call types.
- Allows even those end office switches that are not AIN capable to use the AIN customized routing solution.
- Optimizes the use of trunk groups by allowing the carriage of customized routing traffic over common trunk groups between the end office and the AIN hub.

Thus, the AIN hubbing arrangement allows the use of the AIN method in all switches, even those that are not AIN capable. Also, the AIN hubbing arrangement allows some sharing of common trunk groups that other CLECs have stated they prefer.

Q, ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY ALLEGES

THAT THE AIN SOLUTION IS INEFFICIENT BECAUSE IT BYPASSES THE INTELLIGENCE OF THE SWITCH AND REQUIRES EVERY SINGLE CALL TO QUERY THE DATABASE FOR ROUTING INSTRUCTIONS. IS HE CORRECT?

A. No. Mr. Bradbury appears to be generally attacking the use of AIN. He asserts that AIN was not intended to support normal call routing and does not work well for high-volume based calling. He is wrong. I would note that on-line databases are used millions of times a day for determining whether or not to honor long distance calling cards and for determining the calling name to be displayed on an end user's telephone, just to name a couple of applications. These are certainly high volume calling applications and they are accomplished via AIN solutions. No one seriously claims that these functions should be (or even could be) accomplished by putting that intelligence into each and every single switch in the network. Indeed, flexibility of call routing was the driving motivation for AIN in the first place. Similarly, BellSouth's AIN method for customized routing puts relevant information into an on-line database for use during call processing. This allows CLECs including AT&T great flexibility in determining how to handle the calls from specific end users.

Q. ON PAGE 41 OF HIS TESTIMONY, MR. BRADBURY TURNS HIS ATTENTION TO THE LINE CLASS CODE METHOD FOR CUSTOMIZED ROUTING AND STATES "WHILE LINE CLASS

CODES HAVE BEEN USED TO PERFORM CUSTOMIZED ROUTING, BELLSOUTH HAS NOT YET PROVIDED SUFFICIENT INFORMATION SUCH AS ORDERING INSTRUCTIONS AND SUPPORTING DOCUMENTATION TO AT&T FOR EACH OF THE CUSTOMIZED ROUTING OPTIONS THAT BELLSOUTH MUST PROVIDE." PLEASE COMMENT.

A. I am perplexed by his statement. First Mr. Bradbury admits, "...line class codes have been used to perform customized routing...." This suggests to me that he agrees that the Line Class Code method works for customized routing. But the second part of his statement is that "...BellSouth has not yet provided sufficient information such as ordering instructions and supporting documentation to AT&T for each of the customized routing options that BellSouth must provide." BellSouth has provided AT&T with a proposed contract language addition for procedures for selective routing. (Attachment 7, Section 3.20 et seq.) This proposed language will provide specific ordering procedures and documentation as requested by AT&T. However, as even Mr. Bradbury admits, AT&T and BellSouth tested the Line Class Code method back in 1997. Despite that testing, he claims there remain certain outstanding issues. Regardless whether there may be any outstanding issues or not, what I believe to be obvious is that If AT&T wants the Line Class Code method of customized routing because AT&T prefers it over the AIN method, AT&T should simply order the Line Class Code method which is and has long been

available to it.

Q. ON PAGE 43 OF HIS TESTIMONY, MR. BRADBURY STATES "BELLSOUTH MUST BE ABLE TO ROUTE OS/DA CALLS USING EXISTING TANDEM ARCHITECTURE." IS HE CORRECT?

A. No. BellSouth has no obligation to route AT&T's operator services and directory assistance traffic differently than BellSouth routes its own operator services and directory assistance traffic. I am unaware of any requirement that BellSouth route a CLEC's operator services and directory assistance traffic via tandem. Further, that is not how BellSouth routes its own operator services and directory assistance traffic. Instead, BellSouth uses direct trunk groups between BellSouth's end office switches and BellSouth's operator services and directory assistance platforms. However, BellSouth will provide unbundled tandem switching to AT&T and AT&T can use that capability as it chooses, subject only to the technical capabilities of the tandem switch.

Q. ON PAGE 44 OF HIS TESTIMONY, MR. BRADBURY SUGGESTS THAT BECAUSE BELLSOUTH HAS NOT YET DEMONSTRATED THAT IT HAS IN PLACE A CUSTOMIZED ROUTING SOLUTION THAT COMPLIES WITH ALL REQUIREMENTS OF THE FCC THAT THE TRA SHOULD REQUIRE BELLSOUTH TO CONTINUE TO PROVIDE OS/DA AS UNBUNDLED NETWORK ELEMENTS AT

UNBUNDLED NETWORK ELEMENT PRICES. DO YOU AGREE?

A. No. As I discussed previously, BellSouth has available both an AIN solution for customized routing as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. The FCC's Rule 319(f) makes clear that BellSouth is not required to provide access to operator services and directory assistance where it provides CLECs "with customized routing or a compatible signaling protocol." Thus, BellSouth has met its requirement to provide customized routing and as a result is not obligated to provide access to operator services and directory assistance at UNE rates.

Issue 15: What procedure should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure and Customer Specific Provisioning?

Q. ON PAGE 5 OF HIS TESTIMONY, MR. BRADBURY SUGGESTS THAT THERE BE A TWO-PART PROCESS FOR THE PROVISIONING OF CUSTOMIZED ROUTING. DO YOU AGREE?

A. Yes. The first part entails the establishment of required switch translations and trunk groups for the end offices in which the CLEC requests customized routing. This is the "infrastructure provisioning" for customized routing. During this part, BellSouth would establish the Line Class Codes (LCCs) that control the routing as requested by the

CLEC as well as any associated trunk groups. Mr. Bradbury refers to this as establishing the "footprint". This part would be required whether AT&T served one or any quantity of end users in a given BellSouth end office switch. Once this part is completed, the second part of the provisioning process is possible. This part is the "customer specific provisioning" for customized routing. During this second part, the CLEC would send its individual LSRs for the particular end users that it will serve in a given BellSouth end office switch within the pre-established footprint.

Q. WHAT IS YOUR UNDERSTANDING OF THE DISAGREEMENT BETWEEN BELLSOUTH AND AT&T REGARDING ISSUE 15?

A. There are two parts to the dispute. The first part concerns whether BellSouth has provided to AT&T sufficient information such that AT&T will know how to prepare its orders for customized routing. BellSouth's witness Pate will address this part of the dispute. The second part of the dispute concerns the meaning of what the FCC meant by "'one set of routing instructions" as it used that phrase in paragraph 224 of its Second Louisiana Order (issued in response to BellSouth's second application for in-region interLATA authority). BellSouth's understanding is that the FCC's Order requires BellSouth to determine the correct Line Class Codes to use in response to an LSR for a given end user only if the CLEC has a single routing plan for all of its customers. While BellSouth reads the FCC's Order to mean that (for

BellSouth to be responsible for determining the proper LCC to use on a given LSR) AT&T must have a single routing plan for all its customers in BellSouth's nine-state region, BellSouth is willing to consider a given state, such as Tennessee, as the boundary for satisfying the "single routing plan" situation. AT&T apparently believes the footprint may be as small as a metropolitan area. See Mr. Bradbury's testimony beginning on Line 4 of Page 20.

Q. WHAT IS YOUR UNDERSTANDING OF THE FCC'S SECOND LOUISIANA ORDER AS IT RELATES TO ISSUE 15?

A. I believe the FCC was trying to establish a requirement that BellSouth's competitors (such as AT&T) have the ability to create a default assignment of routing plans for their end users as does BellSouth. When a BellSouth retail customer orders service, BellSouth defaults the customer to BellSouth's own branded operator services and directory assistance. BellSouth believes that AT&T is asking BellSouth to create a situation where AT&T too can have a default for its customers. That is what the footprint does. AT&T informs BellSouth of how calls from AT&T's end users served by a BellSouth switch are to be routed unless AT&T informs BellSouth otherwise. For example, AT&T could tell BellSouth that all of AT&T's customers should be routed to an AT&T OS/DA platform, unless otherwise instructed. Alternatively, AT&T could decide to tell BellSouth to route all of AT&T's traffic, unless otherwise instructed, to an unbranded

BellSouth OS/DA platform. If this is what AT&T really wants, then BellSouth only has two issues. The first is to set the level at which such instructions have to be given. That is, will this default plan only apply to the region as a whole, on a state-by-state basis, or perhaps on a different level? I will speak to this more in a moment. Second, once the appropriate level for applying the default is determined, AT&T has to tell us what the default will be.

Q. ON PAGE 22 OF HIS TESTIMONY, MR. BRADBURY ASSERTS THAT "BELLSOUTH WISHES TO LIMIT AT&T TO ONLY ONE CUSTOMIZED OS/DA ROUTE, APPARENTLY FOR THE ENTIRE NINE-STATE REGION. IS HE CORRECT?

A. Mr. Bradbury is incorrect. AT&T is free to have as many different routing plans as it wants within the technical limitations of the switches themselves. The dispute regards which party (that is, BellSouth or AT&T) is responsible for determining which LCCs are to be used for a given LSR in cases where the CLEC has more than one routing plan for its end users. In its Second Louisiana Order, the FCC stated that if a CLEC informed an ILEC of its single set of routing instructions, that the ILEC rather than the CLEC could determine the appropriate LCC to use in for a given LSR. Following is the FCC's statement in paragraph 224 of its Louisiana II order:

"We agree with BellSouth, that a competitive LEC must tell

BellSouth how to route its customers' calls. If a competitive LEC wants all of its customer calls routed in the same way, it should be able to inform BellSouth, and BellSouth should be able to build the corresponding routing instructions into its systems just as BellSouth has done for itself. If, however, a competitive LEC has more that one set of routing instructions for its customers, it seems reasonable and necessary for BellSouth to require the competitive LEC to include in its order an indicator that will inform BellSouth which selective routing pattern to use." [Emphasis added]

BellSouth has no problem with the FCC's position, provided a single routing instruction is given as the default. In cases where the default routing plan is not to be used for a particular end user, AT&T must inform BellSouth (via the LSR) which routing pattern is to be used.

Q. WHAT SPECIFIC INPUT DOES AT&T NEED TO PROVIDE TO BELLSOUTH?

A. First, AT&T needs to inform BellSouth of how BellSouth is to "map" or route AT&T's customers to AT&T's choice of handling (branded, unbranded, etc.). Second, AT&T needs to inform BellSouth of the geographic scope of AT&T's default routing plan (region, state, LATA, etc.) so BellSouth can construct the required translations tables. In Mr. Bradbury's testimony, he indicates that the geographic scope of the

default routing plan should be at AT&T's option such as, by metropolitan area, or by state. In paragraph 224 of the FCC's Second Louisiana Order, it states that if a CLEC has more that one set of routing instructions for all its customers, it would be appropriate for BellSouth to require the CLEC to include in the CLEC's order an indicator that would inform BellSouth which customized routing pattern to use. This would imply application on a region-wide basis. Thus, BellSouth believes the FCC intended for a CLEC to have a default routing plan for the entire region. However, as I stated earlier, BellSouth is willing to allow a given state to serve as the default routing plan footprint. That is, AT&T could elect a given default routing plan for Tennessee and a different default routing plan for Alabama. However, to be as granular as to establish routing patterns for each BellSouth end office (an alternative AT&T apparently reserves for itself), must surely be "more than one set of routing instructions". In addition, having different default routing plans for each central office would not be practical as BellSouth has more than 1,600 central offices across its nine-state region.

Q. HAS AT&T GIVEN BELLSOUTH A DEFAULT ROUTING PLAN FOR AT&T's CUSTOMERS?

A. No. The testimony of Mr. Bradbury is ample proof that AT&T has still not done so. Instead of committing to a single routing plan as contemplated by the FCC's Order, AT&T still insists that routing

decisions (and thus assignment of Line Class Codes) is situational. Mr. Bradbury suggests that AT&T will decide on a routing pattern by metropolitan area, or by state, at AT&T's option. Thus, it is clear that even now AT&T has no single default routing plan that it can or will convey to BellSouth that is instructive of how certain customers are to be handled. So AT&T wants BellSouth to read AT&T's mind and assign Line Class Codes correctly. This is simply not possible. If AT&T will commit to the single default routing plan contemplated by the FCC in its Second Louisiana Order and informs BellSouth of its routing plan, then and only then can BellSouth correctly assign Line Class Codes on AT&T's orders.

Q. SUPPOSE AT&T DECIDES THAT THE ENTIRE STATE OF TENNESSEE IS ITS "FOOTPRINT" AND INFORMS BELLSOUTH THAT AS BELLSOUTH RECEIVES LSRs FOR AT&T's CUSTOMERS IN TENNESSEE, AT&T's CUSTOMERS' OS/DA CALLS SHOULD BE ROUTED TO AT&T's PLATFORM. WILL BELLSOUTH KNOW HOW TO PROCESS AT&T's LSRs WITHOUT AT&T INDICATING THE CORRECT LINE CLASS CODE TO USE?

A. Yes. BellSouth will have built the proper switch translations (including LCCs) in its switches along with any required trunk groups. At the time the LSR is sent to BellSouth for a particular AT&T end user, BellSouth will know the correct LCC to use.

Q. IN THAT SAME SITUATION, SUPPOSE AT&T DECIDES THAT FOR A PARTICULAR END USER WITHIN ITS FOOTPRINT, THE CUSTOMER'S OS/DA CALLS SHOULD BE SENT TO BELLSOUTH'S PLATFORM INSTEAD OF TO AT&T's PLATFORM. WILL BELLSOUTH KNOW HOW TO PROCESS AT&T's LSR WITHOUT AT&T INDICATING THE CORRECT LINE CLASS CODE TO USE?

A. No. While the routing that AT&T desires for a particular end user in this case is possible (assuming that AT&T had previously requested and BellSouth had built LCCs and associated trunk groups for these "exception" orders), only AT&T knows when it wants the default to apply (that is, the footprint is used) versus when it wants the exception to apply (that is, the exception routing plan). AT&T is free to have a default routing plan and as many different exception routing plans as it wants (within the technical limits of the switches). For the default routing plan, AT&T need not instruct BellSouth of which set of LCCs to use. However, for end users for which AT&T desires that exception routing plans be used, AT&T must inform BellSouth of which set of LCCs to use.

Q. ON PAGE 31 OF HIS TESTIMONY, MR. BRADBURY STATES THAT BELLSOUTH PROVIDES NO PROCESSES FOR ELECTRONIC ORDERING OF CUSTOMIZED ROUTING FOR SPECIFIC END USERS. IS HE CORRECT?

A. No. Let me make clear however that here I am not discussing the initial establishment of the default footprint (the so-called infrastructure provisioning step). Instead, I am discussing the situation where AT&T has previously requested and BellSouth has provided required LCCs and associated trunk groups. Then, AT&T sends its LSR for a given end user and does not denote on its LSR that any exception routing is to be used (that is, the default routing plan is to be used). BellSouth's electronic ordering processing for CLECs' orders can handle this situation. BellSouth completed work and installed changes in its electronic gateway on November 18, 2000. This is referred to as Change Request EDI 020900 that was incorporated into Release 8.0. Despite an admittedly confusing memorandum sent to CLECs on October 11, 2000, the change was made on November 18, 2000, as had been previously scheduled.

Q. ON PAGE 33 OF HIS TESTIMONY, MR. BRADBURY STATES THAT YOU HAD PERSONALLY ISSUED A MEMORANDUM DIRECTING THAT THE DECISION BE REVERSED. HE ATTACHES A PORTION OF THE TRANSCRIPT FROM THE ARBITRATION HEARING IN GEORGIA. PLEASE COMMENT.

A. Mr. Bradbury mischaracterizes what I said. In his testimony he says that I had personally issued a memo directing that the decision (that is, the decision to drop Change Request EDI 020900 from Release 8.0) be reversed and that CLECs be so informed immediately. That is not

correct. What I said during the Georgia hearing was "The first thing I did when I came in to work that morning and found that memo [that is, the memorandum attached to Mr. Bradbury's testimony as Page 3 of Exhibit JMB-8] was to find the people that had written that memo and had them in my office and had them retract that to show that the line class code method would be available." See page 6 of Exhibit JMB-7 attached to Mr. Bradbury's testimony. That was and is a true statement. The point of the clarification I sought via the second memorandum was to ensure CLECs that the LCC method of customized routing would be available even once BellSouth introduced the so-called Originating Line Number Screening (OLNS) branding method. The next statement I made during the Georgia hearing was "And I immediately set about making sure that the people doing the software upgrades [that is, Change Request EDI 020900 in Release 8.0] did not divert their attention and move that out of release 8.0." BellSouth and I were in fact successful in keeping EDI 020900 as part of Release 8.0 and that software was successfully loaded and made available to CLECs on November 18, 2000.

Q. REGARDING THE ELECTRONIC ORDERING CAPABILITY PROVIDED WITH CHANGE REQUEST EDI 020900, ON PAGE 35 OF HIS TESTIMONY, MR. BRADBURY STATES "THUS, BELLSOUTH PLANS TO PROVIDE ONLY A VERY LIMITED TRIAL VERSION OF THE PRODUCTION FUNCTIONALITY THAT WAS CANCELLED." IS HE CORRECT?

A. BellSouth stands ready to implement as large a customized routing footprint as AT&T desires and the software upgrades included in Change Request EDI 020900 can accommodate such. To date, however, AT&T's self-imposed footprint is very small. Mr. Bradbury's statement on page 35 of his testimony that no CLEC other than AT&T can use the electronic ordering capability provided is misleading. No other CLEC has requested that BellSouth provide it the LCC method for customized routing, thus no customized routing footprint exists for any CLEC other than AT&T. The same capability as is available to AT&T for the electronic processing of its LSRs is available to every other CLEC. Upon request, BellSouth will establish any CLEC's customized routing default footprint reflecting that CLEC's choices for treatment of its end users' OD/DA calls. Then BellSouth can handle that CLEC's LSRs for its end users on an electronic basis just as BellSouth can do for AT&T.

On page 36 of his testimony, Mr. Bradbury suggests that this Authority order BellSouth to provide AT&T with an ordering capability that will allow AT&T to place individual customer orders electronically without the need to place LCCs or other indicators on its LSRs where only a single routing plan exists in a given footprint area. In fact, BellSouth is already providing such functionality with the software upgrades put in place on November 18, 2000.

Q. WHAT DOES BELLSOUTH PROPOSE TO RESOLVE THIS ISSUE?

A. BellSouth asks this Authority to affirm that it has met its requirements for providing customized routing and that BellSouth is not required to provide operator services and directory assistance as unbundled network elements at cost based rates.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Proposed Physical Collocation Provisioning Intervals

Type Of Collocation	Application	Space Availability	Completion	Space Availability Exception	Forecasting Exception	CLEC Delays	Vendor Delays
Caged/Cageless conditioned space properly forecast	Day 1	8 Business Days	76 Business Days	Can be extended up to 20 business days where space is not readily available		Day for Day Adjustment For CLEC Delays	Permits a Negotiated Interval
Caged/Cageless conditioned space unforecasted	Day 1	8 Business Days	76 Business Days	Can be extended up to 20 business days where space is not readily available	No Forecast - can be extended up to 2 months	Day for Day Adjustment For CLEC Delays	Permits a Negotiated Interval
Caged/Cageless major construction obstacles or special applicant requirements, properly forecast	Day 1	8 Business Days	91 Business Days Upon Notification	Can be extended up to 20 business days where space is not readily available		Day for Day Adjustment For CLEC Delays	Permits a Negotiated Interval
Caged/Cageless major construction obstacles or special applicant requirements, unforecasted	Day 1	8 Business Days	91 Business Days Upon Notification	Can be extended up to 20 business days where space is not readily available	No Forecast - can be extended up to 2 months	Day for Day Adjustment For CLEC Delays	Permits a Negotiated Interval

Forecast Received	Interval Starts
No Forecast	2 months after application date
1 month prior to application date	2 months after application date
2 months prior to application date	1 month after application date
3 months prior to application date	On application date

AFFIDAVIT

STATE OF: Georgia
COUNTY OF: Fulton

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared W. Keith Milner – Senior Director – Interconnection Services, BellSouth Telecommunications Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 00-00079 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 32 pages and 1 exhibit(s).

W. Keith Milner

Sworn to and subscribed
before me on 01-08-01

NOTARY PUBLIC

SUZY A. SHERWOOD NOTARY PUBLIC FAYETTE COUNTY, GEORGIA MY COMMISSION EXPIRES APR 28 2003