



Jim Lamoureux
Senior Attorney
Law and Government Affairs
Southern Region
jlamoureux@att.com

Promenade 1
1200 Peachtree Street N.E.
Atlanta, GA 30309
404 810 4196
FAX: 404 810 5901

January 8, 2001

By Hand

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Arbitration of the Interconnection Agreement Between AT&T
Communications of the South Central States, Inc., TCG MidSouth, Inc. and BellSouth
Telecommunications, Inc.) Pursuant to the 47 U.S.C. § 252

Docket No. 00-00079

Dear Mr. Waddell:

Enclosed for filing in the above-captioned proceeding are an original and thirteen copies of the Rebuttal Testimony of Jay Bradbury, Greg Follensbee, and Ron Mills filed on behalf of AT&T. A copy is being provided to counsel for BellSouth by courier and electronic mail.

If you have questions, please call me.

Sincerely,


Jim Lamoureux

Encls.

cc: Douglas Lackey
Bennett Ross

1 **BEFORE THE TENNESSEE REGULATORY AUTHORITY**
2 **REBUTTAL TESTIMONY OF JAY M. BRADBURY**
3 **ON BEHALF OF**
4 **AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**
5 **AND TCG MIDSOUTH, INC.**

6 **DOCKET NO. 00-00079**

7 **JANUARY 8, 2001**
8
9

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

11 A. My name is Jay M. Bradbury. My business address is 1200 Peachtree Street,
12 Suite 8100, Atlanta, Georgia 30309.

13
14 **Q. PLEASE DESCRIBE YOUR CURRENT POSITION AND**
15 **RESPONSIBILITIES.**

16 A. I am a District Manager in the AT&T Law and Government Affairs
17 organization, and I provide consulting support to AT&T's business units and
18 other internal organizations. In particular, I am involved in the negotiation
19 and implementation of interfaces for operational support systems ("OSS")
20 necessary to support AT&T's entry into the local telecommunications
21 market.

22

1 **Q. ARE YOU THE SAME JAY M. BRADBURY THAT FILED DIRECT**
2 **TESTIMONY IN THIS CASE ON DECEMBER 20, 2000?**

3 A. Yes, I am.

4

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

6 A. The purpose of my testimony is to respond to the testimony of Ronald M.
7 Pate and W. Keith Milner filed on December 20, 2000. I will address the
8 following issues: 14, 15, 17, 18, and 19. I will correct inaccurate and
9 misleading statements made by these witnesses in their direct testimony. I
10 also will provide additional information in response to BellSouth's position
11 on each of these issues. I will first address two of Mr. Pate's claims that
12 apply to multiple issues and then respond to various claims regarding to the
13 individual issues.

14

15 **Q. ON PAGE 4 OF HIS TESTIMONY MR. PATE STATES THAT**
16 **BELLSOUTH PROVIDES CLECS WITH NONDISCRIMINATORY**
17 **ACCESS TO BELLSOUTH'S OSS. IS THERE ANY EVIDENTIARY**
18 **SHOWING OF FACT OR ANY REGULATORY FINDING THAT**
19 **PROVIDES A BASIS FOR HIS STATEMENT?**

20 A. No. Mr. Pate is making an unsubstantiated claim. The FCC rejected
21 BellSouth's last attempt to demonstrate that it was providing
22 nondiscriminatory OSS access in its Second Louisiana Order on October 13,

1 1998.¹ BellSouth has not demonstrated in any jurisdiction since that time that
2 it has corrected the OSS deficiencies noted by the FCC. Additionally, as this
3 Authority will remember, BellSouth withdrew from its attempt to
4 demonstrate that it was providing nondiscriminatory access here in
5 Tennessee² and attempted to withdraw from the Kentucky Public Service
6 Commission's 271 investigative docket as well. Mr. Pate's claim is
7 unfounded and should be given no weight in the Authority's deliberation of
8 this arbitration.

9
10 **Q. IN MR. PATE'S TESTIMONY HE REPEATEDLY ASSERTS THAT**
11 **CERTAIN ISSUES AND SUB-ISSUES "ARE NOT APPROPRIATE**
12 **FOR ARBITRATION," IS HE CORRECT?**

13 A. No. Mr. Pate incorrectly asserts that Issues 17 and 18³ and their various sub-
14 issues "are not appropriate for arbitration" and that "AT&T is attempting to
15 circumvent the CCP [Change Control Process]....This would allow AT&T to
16 gain an unfair advantage over the other CLECs...." Not only is this
17 incorrect, as I will discuss, but this position is inconsistent with testimony

¹ Memorandum Opinion and Order, Application of BellSouth Corp., et al. Pursuant to Section 271 to Provide In-Region, InterLATA Services in South Carolina, 13 FCC Rcd. 539 (1997), hereinafter "FCC South Carolina Order" and Memorandum Opinion and Order, Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd. 20599 (1998), hereinafter "FCC Louisiana II Order".

² Initial Order Accepting BellSouth Telecommunications, Inc.'s Notice of Voluntary Dismissal and Withdrawal. In Re: BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service In Tennessee Pursuant to Section 271 of the Telecommunication Act of 1996. Docket No. 97-00309, June 1, 1999.

³ In prior arbitrations, Mr. Pate has also held that Issue 19 is also inappropriate for arbitration although he does not repeat that claim in his direct testimony in this docket.

1 given by Mr. Pate in an arbitration proceeding between BellSouth and AT&T
2 in August 2000.

3
4 On page 45 of testimony which Mr. Pate filed in the AT&T-BellSouth
5 Arbitration in North Carolina, Docket No. P-140, Sub 73 & P-646, Sub 7
6 (Rebuttal Exhibit JMB-R1), Mr. Pate stated that BellSouth was negotiating
7 with CLECs, including AT&T, to include compliance with the CCP in
8 interconnection agreements. Any issue that is appropriate for negotiation and
9 inclusion in interconnection agreements is also appropriate for arbitration.
10 BellSouth has shown no reason to treat these issues differently from all of the
11 other issues that are included in this arbitration and which were subject to
12 negotiation with the intent of inclusion in the interconnection agreement.

13
14 Mr. Pate has cited no authority for his position, but one need only look to the
15 Telecommunications Act of 1996 to determine that it is incorrect.
16 Telecommunications companies are to negotiate “the particular terms and
17 conditions of agreements to fulfill the duties” imposed by Section 251 of the
18 Telecommunications Act, including “nondiscriminatory access to network
19 elements on an unbundled basis at any technically feasible point on rates,
20 terms and conditions that are just, reasonable and nondiscriminatory”
21 Section 251(a)(1) and (c). BellSouth’s obligation to provide
22 nondiscriminatory unbundled access to its OSS necessarily includes the terms
23 and conditions under which BellSouth may change its OSS. Establishment of

1 an adequate change management process for OSS systems and processes is
2 absolutely critical to CLEC success in the marketplace and is a critical
3 component of BellSouth's provision of non-discriminatory treatment as
4 required by the Act.

5
6 Not only does the Telecommunications Act clearly require parties to
7 negotiate in good faith all terms and conditions of their business relationship,
8 but it just as clearly requires state regulatory authorities to arbitrate, without
9 exception, all "open" or "unresolved" issues remaining after negotiation.
10 Section 252(b)(1), 252(c). The Act therefore contemplates that issues such as
11 change control and equivalent functionality will be negotiated between the
12 parties and arbitrated by state regulatory authorities should those negotiations
13 fail.

14
15 It is curious that BellSouth did not raise its concerns about appropriateness of
16 this issue during the negotiation process, where change control and
17 equivalent functionality for ordering and maintenance were frequently
18 discussed. Importantly, it was during the negotiations that BellSouth asked
19 AT&T to provide information on its desired change control process.

20
21 At least one federal court has upheld the duty of a state regulatory authority
22 to arbitrate all issues presented in an arbitration proceeding. The U.S.
23 District Court for the Northern District of Florida recently reviewed a

1 decision issued by the Florida Public Service Commission in an arbitration
2 between BellSouth and MCI. Order on Merits issued June 6, 2000 in Case
3 No. 4:97cv141-RH, *MCI Telecommunications Corporation, et al. vs.*
4 *BellSouth Telecommunications, Inc., et al.* (“MCI Order”). The Florida PSC
5 had refused to address an issue presented by MCI, in part, on the grounds that
6 “the Telecommunications Act authorized arbitration only on ‘the items
7 enumerated to be arbitrated in Sections 251 and 252 of the Act, and matters
8 necessary to implement those items.’” The Florida PSC determined that the
9 matter presented by MCI “was not such an item.” (*MCI Order* at 32.)

10

11 The federal judge rejected the FPSC’s “narrow reading” of the Act’s
12 arbitration provisions, explaining that:

13 the right to arbitrate is as broad as the freedom to
14 agree; any issue on which a party unsuccessfully seeks
15 agreement [though negotiation] may be submitted to
16 arbitration....
17 (*Id.* at 33.)

18

19 Citing Section 252(b)(4)(C) of the Act, the judge further held that when the
20 state PSC undertook the arbitration, it was obligated to decide all issues:

21 When the Florida Commission chose to act as the
22 arbitrator in this matter, its obligation was ‘to resolve
23 each item set forth in the petition and the response, if
24 any’.
25 (*Id.* at 33-34.)

26

1 BellSouth asks this Authority not to resolve the open issue of OSS
2 functionality. For the reasons explained above, the Authority should reject
3 BellSouth's unlawful request.

4

5 As will be discussed further below, BellSouth, not AT&T, is attempting to
6 circumvent the purpose of the Change Control Process and its requirements.
7 BellSouth attempts to utilize the Change Control Process as a shield to
8 protect it from its failures to meet its obligations under the Act and
9 consistently makes unilateral decisions regarding the process, over the
10 protests of the CLEC community.

11

12 Additionally, BellSouth's argument is inconsistent with its own desire to
13 arbitrate issues that are also covered by region-wide plans. For example,
14 BellSouth has developed its VSEEM performance measures plan which it
15 proposes for region-wide application, yet in various jurisdictions it has also
16 argued that this plan is ripe and appropriate for arbitration because any CLEC
17 in any state could "pick and choose" to buy into the plan. If BellSouth's
18 regional performance measures plan is appropriate for arbitration, it is hard to
19 understand BellSouth's position that the Change Control Process and
20 equivalent functionality for ordering and maintenance are not similarly ripe
21 and appropriate for arbitration.

22

1 *Issue 14: Has BellSouth provided sufficient customized routing in*
2 *accordance with State and Federal law to allow it to avoid providing*
3 *Operator Services/Directory Assistance (“OS/DS”) as a UNE?*

4

5 *Issue 15: Should BellSouth provide customized OS/DA routing to AT&T*
6 *for its UNE platform customers through a process that establishes common*
7 *(infrastructure) elements in advance of customer orders and customer*
8 *specific elements using flow-through ordering?*

9

10 **Q. MR. PATE AND MR. MILNER TESTIFY ABOUT BELL SOUTH’S**
11 **UNDERSTANDING OF ISSUES 14 AND 15. IS BELL SOUTH’S**
12 **UNDERSTANDING ACCURATE?**

13 **A.** No. Mr. Pate’s testimony on Issue 15 is both confusing and inaccurate, as is
14 Mr. Milner’s testimony on Issue 14. It is difficult to understand why Mr.
15 Pate and Mr. Milner continue to misrepresent AT&T’s request and position,
16 since AT&T fully presented its position in my direct and rebuttal testimony
17 and briefs in arbitration proceedings in North Carolina, Georgia, and Florida.
18 AT&T also has presented BellSouth with specific contract language detailing
19 its requested procedures, yet Mr. Pate and Mr. Milner continue to insinuate
20 that a single “default” routing to “unbranded” OS/DA will meet AT&T’s
21 needs. In addition, both Mr. Pate and Mr. Milner claim that electronic
22 ordering for customer specific OS/DA routing is presently available from
23 BellSouth. It is not.

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As I discussed in my direct testimony on pages 22 through 26, the FCC clearly contemplated use of multiple customized OS/DA routings by CLECs and in its order, instructed BellSouth to accommodate the electronic ordering of such arrangements through the uniform application of region wide “identifiers.” Nevertheless, BellSouth has failed to provide electronic ordering for customer specific OS/DA routing, as discussed on pages 31 through 36 of my direct testimony.

BellSouth planned to make electronic OS/DA ordering available on an industry-wide basis in Release 8.0 of its ordering software, but in October, BellSouth made the unilateral decision to remove the capability from Release 8.0. The extremely limited OS/DA ordering capability that BellSouth belatedly attempted to provide was intended to support a very limited AT&T test, and had no commercial applicability.⁴

In their testimony in this docket, however, Mr. Milner and Mr. Pate attempt to convince this Authority that BellSouth reinstated electronic OS/DA ordering as originally planned. As stated above, this is not true. BellSouth has made no attempt to reintroduce the originally-planned capability, and in fact has been unable to provide even the limited “substitute” test support

⁴ As discussed in my direct testimony, the “substitute” OS/DA ordering capability planned by BellSouth would have been limited to AT&T’s UNE-P trial, in one office, using only one interface (EDI), to provide only “unbranded” BellSouth OS/DA, could not be used with live customers (even by AT&T), and would not support all possible order types.

1 capability it attempted to introduce. In its hasty attempt to rescue Mr.
2 Milner's inaccurate Georgia testimony by substituting a form of electronic
3 OS/DA ordering, however limited, BellSouth provided line class codes for
4 one office (the 5ESS in which AT&T is conducting its test) but developed the
5 new software, screening, and lookup tables for another office (a DMS in the
6 same wire center available to but not being used by AT&T). Thus, in
7 Release 8.0 it is still impossible to electronically order any form of
8 customized OS/DA routing -- just as it always has been.⁵

9
10 **Q. ON PAGES 16 THROUGH 18 OF HIS TESTIMONY, MR. PATE**
11 **PRESENTS AND DISCUSSES HIS EXHIBITS RMP-2, RMP-3, AND**
12 **RMP-4 IN AN ATTEMPT TO DEMONSTRATE THAT BELL SOUTH**
13 **HAS PROVIDED THE INFORMATION THAT AT&T IS**
14 **REQUESTING AND THAT BELL SOUTH HAS MADE THAT**
15 **INFORMATION AVAILABLE TO THE CLEC COMMUNITY.**
16 **PLEASE COMMENT.**

17 **A.** Mr. Pate's exhibits demonstrate clearly that BellSouth has not provided
18 AT&T or any other CLEC with the information required to place any type of
19 footprint request, or to submit electronically any customer-specific local
20 service request for OS/DA routing. Further, when compared to the
21 description of BellSouth's use of USOCs for other types of services and

⁵ Even had BellSouth successfully implemented this limited test ordering capability, such success would not have provided commercial production capability to any CLEC. Additionally, the test capability only would result in routing to "unbranded" BellSouth OS/DA, but BellSouth must provide

1 features, Mr. Pate's exhibits demonstrate that BellSouth is implementing
2 software developments for electronic ordering of customer-specific OS/DA
3 routing that are needlessly complex and fail to utilize available software and
4 processes.

5
6 In his exhibit RMP-2, Mr. Pate provides three versions of BellSouth's
7 proposed contract language. Only the last version (shown in the last three
8 pages of his exhibit) is relevant because each version replaces the previous
9 version.⁶ The last section clearly reveals that BellSouth's proposal is
10 incomplete: "3.20.10 Electronic ordering of Line Class Codes will be
11 negotiated between the parties once Line Class Codes are established."
12 Further reading of the proposal establishes that it provides only a process
13 overview description, with no details as to the information required for
14 AT&T to place a footprint request. A number of forms are referenced but
15 neither they nor their contents are provided or offered. My Exhibit JMB-R2
16 shows AT&T's proposed contract language for this section, which requires
17 BellSouth to provide the information and processes being requested in this
18 arbitration.

19
20 Mr. Pate's exhibit RMP-3 is similar to the specification BellSouth provided
21 to AT&T by e-mail on November 10, 2000, in its attempt to rescue Mr.
22 Milner's inaccurate Georgia testimony, as noted on pages 34-35 of my direct

customized routing to an alternative provider's platform if it wishes to engage in market-based pricing of its own OS/DA.

1 testimony and page 10 above. Mr. Pate's document is dated November 16,
2 2000, and the Change History Log on page 4 reflects changes to the
3 document on November 14th and 16th that were not discussed with AT&T. In
4 any event, as discussed above, this specification clearly does not provide
5 electronic ordering for the full range of OS/DA options available to CLECs
6 entering BellSouth's market. Further, it needs to be pointed out that this type
7 of specification is internal to BellSouth⁷, and is not the vehicle by which
8 BellSouth communicates business rules and interface requirements to the
9 CLEC community. Information for the CLEC community is published in
10 documents such as the BellSouth Business Rules for Local Ordering and the
11 BellSouth EDI Specifications on BellSouth's Interconnection Services Web
12 Site.

13
14 As I explained in my direct testimony, the FCC instructed BellSouth to
15 accept region-wide indicators for CLECs' customized OS/DA routing. Mr.
16 Milner's Georgia Affidavit (my Direct Exhibit 4) confirms that BellSouth
17 easily could use Uniform Service Order Codes ("USOCs") as indicators to
18 identify a CLEC's selection of customized OS/DA routing. As Mr. Milner
19 explains in paragraph 17 of his affidavit, BellSouth uses USOCs, Field
20 Identifier Codes ("FIDs"), the Line Class Code Assignment Module
21 ("LCCAM"), and a system called MARCH, to assign Line Class Codes
22 ("LCC") to customer specific service requests. This same process could be

⁶ These last three pages are identical to my Direct Exhibit JMB-3.

1 used to assign LCCs to CLECs' customized OS/DA routing requests. The
2 “indicator” the FCC contemplated in its order, and which AT&T is
3 requesting in this docket, is analogous to a USOC. BellSouth provides
4 USOCs for all other services and elements it makes available to CLECs, and
5 those USOCs are processed by LCCAM whether they are being used by
6 BellSouth or a CLEC.

7
8 Rather than use USOCs for AT&T's customized OS/DA routing, however,
9 BellSouth proposes a system unique to AT&T's Operating Company Number
10 and RESH code, a specific switch, and specific NPA-NXXs within that
11 switch. The methodology proposed by BellSouth clearly does not take
12 advantage of the much simpler USOC-based process used for all other
13 BellSouth and CLEC service requests. Additionally, BellSouth has proposed
14 a system unique to AT&T, to be used for specific NPA/NXXs within that
15 switch, as though AT&T had submitted a bona fide request for an individual
16 process rather than a Change Request for a nondiscriminatory process
17 available to all CLECs. BellSouth was unable to implement this “solution”
18 for one switch; attempting to implement such a process for each requesting
19 CLEC for each switch in which the CLEC plans to do business is unwieldy
20 and unnecessary.

21

⁷ Note the proprietary markings “PRIVATE/PROPRIETARY: No disclosure outside BellSouth except by written agreement.”

1 Mr. Pate presents a Carrier Notification letter as his exhibit RMP-4 and
2 attempts to claim that this means that BellSouth has made OS/DA available
3 to any CLEC. In fact, the letter grossly overstates what might have been
4 available to AT&T if BellSouth had been successful (which it were not) in its
5 attempt to provide limited test OS/DA ordering capability, and directs CLECs
6 to their account team representative: "The ability to control branding on
7 Operator Assistance and Directory Assistance using specific Line Class
8 Codes (LCC) was implemented for AT&T in Georgia. Other CLECs
9 interested in this capability should contact their account team representative."
10 On page 18 of his testimony, Mr. Pate makes the further claim that his exhibit
11 RMP-3 without the AT&T-specific information is applicable to any CLEC.
12 However, if you remove the AT&T-specific information from RMP-3, there
13 is nothing left of value to any CLEC.

14

15 **Q. ON PAGES 16 AND 17 OF MR. PATE'S TESTIMONY, HE IMPLIES**
16 **THAT THERE IS NO INDUSTRY STANDARD FOR ORDERING**
17 **OS/DA ROUTING BUT STATES THAT BELL SOUTH HAS**
18 **PROVIDED AN ELECTRONIC CAPABILITY TO AT&T. PLEASE**
19 **COMMENT.**

20 **A.** As discussed above, Mr. Pate is absolutely wrong concerning the availability
21 of electronic OS/DA ordering. Further, his comment regarding industry
22 standards is irrelevant. Although the use of industry standards can meet the

1 needs of a competitive local exchange market⁸, lack of industry standards
2 does not excuse an incumbent LEC from meeting its obligation to provide
3 nondiscriminatory access to OSS functions.⁹ Similarly, deploying an
4 interface that merely adheres to industry standards is not sufficient to
5 demonstrate nondiscriminatory access. A BOC must provide
6 nondiscriminatory access to its OSS functions irrespective of the existence of,
7 or whether it complies with, industry standards.¹⁰
8

9 **Q. MR. MILNER'S TESTIMONY CLAIMS THAT BELL SOUTH IS NOT**
10 **OBLIGATED TO PROVIDE ACCESS TO OPERATOR SERVICES**
11 **AND DIRECTORY ASSISTANCE AT UNE RATES BECAUSE**
12 **BELL SOUTH PROVIDES CUSTOMIZED ROUTING. IS HE**
13 **CORRECT?**

14 A. No. As I discussed in my direct testimony on pages 37-44, BellSouth does
15 not provide commercially viable customized OS/DA routing of CLEC calls
16 to non-BellSouth platforms. And as I discussed above, there is no
17 documented, repeatable, reliable process for placing footprint requests or
18 submitting customer-specific orders. In addition, there are no working
19 OS/DA routing arrangements in place anywhere within BellSouth's nine
20 states.
21

⁸ FCC Ameritech Order ¶ 217; FCC BA-NY Order ¶ 88

⁹ FCC South Carolina Order ¶ 121, n. 362.

¹⁰ FCC Louisiana II Order ¶ 137.

1 **Q. PLEASE SUMMARIZE YOUR RESPONSE TO MR. PATE’S AND**
2 **MR. MILNER’S TESTIMONY REGARDING ISSUES 14 AND 15.**

3 A. BellSouth has mischaracterized AT&T’s position and the FCC’s orders
4 regarding customized OS/DA routing. AT&T is entitled to customized
5 routing, and the methods it has requested are reasonable, technically feasible,
6 and anticipated by the FCC. BellSouth has not provided the industry with
7 technology to route OS/DA calls to third party platforms and to take
8 advantage of different (more efficient, less costly) trunking options that might
9 be available to it in different local exchange areas, LATAs and states through
10 a commercially viable, timely and repeatable process. BellSouth therefore
11 must provide CLECs with its own OS/DA as a UNE, at UNE rates.

12
13 **Q. WHAT DOES AT&T REQUEST THE AUTHORITY TO ORDER**
14 **REGARDING THIS ISSUE?**

15 A. AT&T asks the Authority to order BellSouth to provide AT&T with specific
16 documented methods and procedures for each of the customized routing
17 methods it purports to offer: unbranded at BellSouth’s platform, AT&T
18 branded at BellSouth’s platform, and routed to a non-BellSouth platform
19 using the two-part procedure requested by AT&T. The Authority also should
20 require BellSouth to provide AT&T with ordering capability that will allow
21 AT&T to place individual customer orders electronically, utilizing a single
22 region-wide indicator for each routing option. The orders should flow
23 through, and AT&T should not be required to place line class codes on any

1 order, nor should AT&T be required to place any indicator on orders when
2 only one arrangement exists in a given footprint area. BellSouth should be
3 ordered to provide these capabilities within 6 months of the Authority's
4 order.

5
6 Further, until such time as BellSouth can demonstrate that it is offering, as a
7 practical matter, customized OS/DA routing to alternative providers, it should
8 be required to continue to provide its own OS/DA services to CLECs as a
9 UNE at UNE prices.

10

11

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

15 *Issue Matrix*

- 16 *a) introduction of new interfaces;*
17 *b) retirement of existing interfaces;*
18 *c) exceptions to the process;*
19 *d) documentation, including training;*
20 *e) defect correction;*
21 *f) emergency changes;*
22 *g) an eight step cycle, repeated monthly;*

- 1 *h) a firm schedule for notifications associated with changes initiated*
2 *by BellSouth;*
3 *i) a process for dispute resolution including referral to state utility*
4 *commissions or courts;*
5 *j) a process for escalation of changes in process.*

6 ***Other Concerns***

- 7 *k) Testing Support and Testing*
8 *l) Provision of a Trouble Number for Type 1 Events*
9 *m) The Ability of BellSouth to Unilaterally Cancel or Reject a CLEC*
10 *Request*
11 *n) Change Review – Prioritization – Release Package Development*
12 *and Approval*
13 *o) The Process of Changing the Process.*

14
15 **Q. ON PAGE 22, MR. PATE CLAIMS THAT KPMG HAS STATED**
16 **THAT THE BELL SOUTH CCP DOCUMENT HAS SATISFIED ALL**
17 **OF THE KPMG CHANGE MANAGEMENT EVALUATION**
18 **CRITERIA. IS MR. PATE’S CLAIM ACCURATE?**

19 **A.** No. Mr. Pate’s claim is highly misleading. KPMG’s evaluation of the
20 change control process and the CCP Document is ongoing in both the
21 Georgia and Florida Third Party Tests. KPMG has issued no reports in either
22 Georgia or Florida stating its position on the adequacy of the CCP Document,

1 nor has the Georgia or Florida PSC made any determination regarding the
2 CCP Document based upon any KPMG statement.

3

4 To the contrary, KPMG's review is still in process. KPMG has identified
5 Observations and Exceptions in Florida related to the CCP, many of which
6 are still open and unresolved. On October 18, 2000, in a Georgia Weekly
7 Status meeting, KPMG confirmed that its change management evaluation
8 would continue through the duration of the Georgia test and identified two
9 examples of items that remained under specific evaluation: (Exhibit JMB-R3,
10 page 4)

11 1) resolution of the CCP's Type 6 defect/expedite process, which still
12 remains in draft status; and
13 2) the ongoing, day-to-day execution of and use of the CCP.

14

15 As Mr. Pate knows and discusses later in his testimony, the defect/expedite
16 process remains unresolved and is still in draft status today.

17

18 **Q. ON PAGE 23, MR. PATE SUGGESTS THAT THE AUTHORITY**
19 **SHOULD ONLY GIVE GUIDANCE ON THESE ISSUES, RATHER**
20 **THAN ORDER SPECIFIC CHANGES, IN ORDER TO AVOID**
21 **STATE-TO-STATE CONFLICTS. DO YOU AGREE?**

22 **A.** No. In order for the change control process to become legally binding upon
23 BellSouth and subject to effective regulatory oversight, this Authority must
24 specifically order BellSouth to adopt the changes requested herein, and
25 should specifically place the Change Control Document under its

1 supervision. It should be no more difficult to avoid state-to-state conflicts
2 regarding this process than any other process incorporated into an
3 Interconnection Agreement or into BellSouth's Statement of Generally
4 Available Terms and Conditions ("SGAT"). If this Authority adopts
5 BellSouth's preferred approach, however, the Change Control Process will
6 continue to be subject to BellSouth's sole control.

7
8 **Q. IN ARGUMENTS AGAINST ARBITRATING THIS ISSUE, MR.**
9 **PATE MAKES NUMEROUS ASSERTIONS THAT AT&T IS**
10 **ATTEMPTING TO "CIRCUMVENT THE COLLABORATIVE**
11 **PROCESS." IS THIS TRUE?**

12 **A.** No. AT&T is entitled to arbitrate this issue, as I have demonstrated above.
13 Mr. Pate mischaracterizes AT&T's actions and paints a misleading picture of
14 the level of collaboration that exists today regarding the CCP. As BellSouth
15 is well aware, AT&T and other CLECs continue to work with BellSouth to
16 improve the CCP. Notably, Mr. Pate never states that AT&T is the sole
17 CLEC requesting changes such as those sought in this arbitration.

18
19 BellSouth, not AT&T, has circumvented the process by consistently making
20 unilateral decisions regarding the process, over the protests of the CLEC
21 community. In fact, other CLECs have expressed dissatisfaction with
22 BellSouth's Change Control Process, which is not as collaborative as
23 BellSouth attempts to portray. See, for example, Rebuttal Exhibit JMB-R4,

1 which includes MCI and Sprint e-mails indicating disagreement with
2 BellSouth's establishment of a three month trial period for the I-CCP, the
3 definition of defects and several other processes BellSouth had proposed.
4 The e-mails also indicate MCI and Sprint's concurrence with AT&T's
5 objection to BellSouth's reclassification of "defects" as "features". I have
6 also attached minutes of the March 23, 2000 Steering Committee meeting,
7 which lists eight items regarding which CLECs had expressed concerns
8 (retirements, testing, documentation, notification methods, the expedited
9 process, intervals for process steps, the definition of a defect, notification
10 contents). As shown in the minutes, these items were not addressed during
11 the meeting, but were instead deferred until future meetings. Many of these
12 issues are still under discussion today. Rebuttal Exhibit JMB-R5.

13
14 **Q. CAN YOU PROVIDE EXAMPLES OF INSTANCES IN WHICH**
15 **BELLSOUTH FAILED TO FOLLOW ITS OWN CHANGE**
16 **CONTROL PROCESS?**

17 A. Yes. I will provide four examples of instances in which BellSouth failed to
18 follow the Change Control Process, although there are many more.

19
20 1. Issue 9G Business Rules: On August 30, 2000, BellSouth released
21 Issue 9G of BellSouth's Business Rules for Local Ordering ("BBR-LO"),
22 which it admits includes significant changes that BellSouth did not submit to
23 the CCP. (Direct Exhibit JMB-14.) Because BellSouth circumvented the

1 CCP, CLECs were unable to make the required coding and process changes
2 by the proposed October 2, 2000, implementation date. BellSouth
3 nevertheless refused to withdraw these unapproved changes and implemented
4 the software changes on October 2, 2000. In addition to rejecting the
5 previously valid CLEC orders impacted by these unilaterally imposed
6 changes, BellSouth's software release also contained coding errors that
7 caused the rejection of other types of CLEC orders. BellSouth ultimately
8 corrected these additional errors and CLECs and BellSouth utilized manual
9 workarounds until that CLEC coding could be accomplished.

10
11 2. Unilateral Changes to Ordering Software: In my direct testimony, I
12 provided an example of how BellSouth unilaterally decided to remove
13 electronic OS/DA ordering functionality from Release 8 of its ordering
14 software, in flagrant violation of the Change Control Process. Since that
15 time, BellSouth has unilaterally decided to make other changes to Release 9
16 and Release 10. At the November 13, 2000, Release 9 User Requirements
17 Meeting, BellSouth announced that three features based on CLEC change
18 requests and previously scheduled for Release 9 would not be included in the
19 scope of the release, that it was probable that not all of them would even be in
20 Release 10, and that Release 11 was yet to be scheduled. Further, BellSouth
21 revealed that its implementation of UNE to UNE migrations (per its self-
22 initiated CR-0030) would include only the capability to migrate from UNE-P
23 to a UNE loop without number portability, the least likely scenario, and that

1 if any other capability was desired, a new change request would have to be
2 submitted. Exhibit JMB-R6 provides the minutes of the meeting, the
3 associated change requests, and correspondence between AT&T and
4 BellSouth related to the UNE to UNE migration feature. BellSouth has not
5 responded to AT&T's December 15, 2000, change request to obtain the
6 UNE-P to loop with number portability migration capability that meets
7 CLEC business needs. Release 9 now contains no CLEC initiated change
8 request implementations, and the UNE to UNE capability being provided has
9 little practical value to CLECs.

10
11 3. Preferential Treatment of BellSouth-Initiated Change Requests:

12 BellSouth recently implemented several software changes on a preferential
13 basis, without following the Change Request Process. As shown in Exhibit
14 JMB-R7, (a November 13, 2000, e-mail from Change Control to the CLECs
15 forwarding BellSouth- initiated change requests 216, 217, 218 and 219),
16 BellSouth submitted four "Type 4" (BellSouth initiated) change requests on
17 November 13th. BellSouth targeted these changes for implementation in
18 November 2000, in violation of the Change Control Process. None of the
19 requests were scheduled for or subject to a prioritization review, as is
20 required for all non-defect change requests. Various CCP log entries reflect
21 that change requests 216, 218, and 219 were implemented as of December

1 20, 2000.¹¹ Only fixes for defects are entitled to this “fast track” treatment,
2 yet BellSouth treated its own change requests in this preferential fashion.

3

4 4. AT&T’s Requested CCP Changes: BellSouth’s handling of requests
5 to change the process following the August publication of Version 2.0 also
6 reflects its ability to ignore the Change Control Process. I provided a full
7 discussion of this issue on pages 58-62 of my direct testimony.

8

9 These examples explain why AT&T has asked the Authority to arbitrate this
10 issue. CLECs have no recourse if BellSouth fails to follow the Change
11 Control Process, and BellSouth has no incentive to follow it.

12

13 **Q. WHY DOES AT&T OBJECT TO BELLSOUTH’S REFUSAL TO**
14 **FOLLOW THE CHANGE CONTROL PROCESS?**

15 A. BellSouth’s unique ability to ignore the process delays work on CLEC needs
16 and limits the overall usefulness of the Change Control Process. Every single
17 one of these “out of process” actions are costly to CLECs, who must
18 repeatedly beg BellSouth to provide them with competitive functionalities,
19 must program their systems for capabilities that may or may not be provided
20 as promised, and must constantly revise business plans in response to
21 BellSouth’s unilateral decisions. Additionally, BellSouth has ignored the
22 process when it wants to “cut in line” ahead of CLECs to implement changes
23 that benefit BellSouth alone, which clearly is anticompetitive.

¹¹ I was unable to find any record of 217 on the CCP Web Site.

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Q. ON PAGES 27-28, MR. PATE ADMITS THAT BELL SOUTH HAS NOT BEEN ABLE TO OBTAIN INDUSTRY AGREEMENT ON THE CCP AND THAT INSTEAD THE INDUSTRY AGREED TO A THREE-MONTH TRIAL. WHAT IS THE STATUS OF THE CCP NOW?

A. The future of the CCP was discussed at both the July 26 and August 23, 2000 monthly status calls. Although the meeting agenda called only for a discussion, BellSouth forced a “vote” on “baselining” the process during the August 23 call. As is noted in the E-mails in Rebuttal Exhibit JMB-R8, a number of CLECs had left the call, not knowing that BellSouth intended to hold a vote, and at least one other CLEC was represented by a person not authorized to participate in such a vote. Further as noted in the minutes of the call (Exhibit RMP-10, page 12), a portion of the “baselined” document was actually a BellSouth draft with which CLECs had not concurred. An additional three votes were cast by non-CLECs.

Despite these irregularities, Version 2 of the Change Control Process, dated August 23, 2000, is now in effect and has replaced the Interim Versions 1.4, 1.5 and 1.6. CLECs have asked for another vote, but BellSouth has refused to revisit the issue.

1 **Q. ON PAGE 30 OF HIS DIRECT TESTIMONY, MR. PATE DISCUSSES**
2 **THE NEW CCP PROCESS IMPROVEMENT MEETINGS YOU**
3 **HAVE REFERRED TO ABOVE AS EVIDENCE OF BELL SOUTH'S**
4 **WILLINGNESS TO CONTINUE TO "ENHANCE THE PROCESS TO**
5 **BEST SERVE THE CLEC COMMUNITY AS A WHOLE." PLEASE**
6 **COMMENT.**

7 A. As I mentioned above, these meetings were initiated by BellSouth in
8 response to AT&T's change request, and in violation of Version 2.0 of the
9 CCP. AT&T does not believe it is necessary to establish a separate process
10 for discussing issues that are supposed to be handled according to the existing
11 Change Control Process – particularly when BellSouth had just forced
12 Version 2.0 of the CCP into place.

13
14 **Q. MR. PATE HAS ATTACHED TO HIS TESTIMONY FOUR**
15 **EXHIBITS PRESENTING VARIOUS VERSIONS OF THE CCP**
16 **DOCUMENT. WHICH OF THESE EXHIBITS SHOULD THE**
17 **AUTHORITY CONSIDER IN THIS PROCEEDING?**

18 A. Of the four exhibits Mr. Pate presents (RMP-5, RMP-15, RMP-16, and RMP-
19 18), the Authority need only concern itself with Exhibit RMP-18, which is
20 identical to my Exhibit JMB-20. This document shows BellSouth's
21 December 5, 2000, Response to the AT&T/CLEC Red Line Proposal of
22 October 27, 2000. The other three exhibits are superfluous because none of
23 them represent either party's current position. Strangely, Mr. Pate does not

1 include the one other document the Authority needs in his testimony, which
2 is the AT&T/CLEC Red Line Proposal of October 27, 2000. This document
3 is my Direct Exhibit JMB-12.

4

5 These two documents, my Direct Exhibits JMB-12 and JMB-20/RMP-18),
6 currently represent the positions of the parties in negotiation, in the Change
7 Control Process – Process Improvement Meetings, and in this arbitration.

8

9 **Q. ON PAGE 34, MR. PATE NOTES THAT THE NEXT CHANGE**
10 **CONTROL PROCESS – PROCESS IMPROVEMENT MEETING IS**
11 **SCHEDULED FOR JANUARY 10, 2001, AND THAT A PURPOSE OF**
12 **THAT MEETING WILL BE TO “REACH AGREEMENT ON THE**
13 **DOCUMENT.” PLEASE COMMENT.**

14 **A.** AT&T will be an eager participant in this meeting and shares the hope that it
15 will be possible to reach agreement on many of the CLECs’ issues with the
16 current process and document. However, as with the August 23, 2000,
17 “vote” that resulted in the current baseline document, there is no documented
18 process for the participants in this meeting to use in reaching agreements.
19 There are no agreements concerning who has voting rights regarding process
20 changes, what method of voting should be used, or what constitutes
21 “agreement”. In recent testimony filed in Florida, Mr. Pate stated
22 “consensus is required to make decisions” in the CCP – however, the truth is
23 that the CCP is silent on this matter.

1

2 **Q. ON PAGES 49-52 OF HIS TESTIMONY, MR. PATE DISCUSSES THE**
3 **PRIORITIZATION MEETING, THE RELEASE PACKAGE**
4 **MEETING, THE ACTIVITIES IN THE INTERVAL BETWEEN THE**
5 **TWO, AND SUBSEQUENT ACTIVITIES LEADING TO**
6 **IMPLEMENTATION OF A CHANGE REQUEST. IS HIS**
7 **DESCRIPTION ACCURATE?**

8 **A.** No. On page 50, Mr. Pate indicates that in the interval between the
9 Prioritization Meeting and the Release Package Meeting, BellSouth “provides
10 requirements and the technical references to the CLECs” and conducts face-
11 to-face meetings or conference calls “to discuss the programming and coding
12 details for the changes.” Mr. Pate is wrong. BellSouth has never conducted
13 these activities during this interval despite CLECs’ repeated requests that
14 they do so. The e-mail at Exhibit JMB-R6 above discusses BellSouth’s
15 failure to do so prior to its recent publication of the Release 9 specifications
16 on November 13, 2000. Release 9 will now contain a feature that will be
17 virtually useless as opposed to the feature that the CLECs needed. The CCP
18 doesn’t require the actions Mr. Pate discusses, and BellSouth doesn’t perform
19 them.

20

21 Similarly, Mr. Pate implies that BellSouth and the CLECs “jointly create the
22 Approved Release Package.” While this is indeed the desired outcome, in
23 practice, BellSouth simply dictates the contents of the release.

1
2 On pages 51 and 52, Mr. Pate describes a notification letter process and states
3 that: "These letters are not intended to be technical references for use by
4 CLEC software developers. As discussed previously, BellSouth provides
5 CLECs with this information through other sources well in advance of the
6 formal notification." This simply isn't the experience of CLECs since the
7 creation of the first process document in 1998. KPMG recently posted
8 Observation 21 to the Florida PSC Web Site dealing with this very subject;
9 KPMG observed that "The distribution of Carrier Notification information
10 associated with the BellSouth Change Control Process is not adequate.
11 Furthermore, in BellSouth's implementation of the process, significant
12 information is not included in the Carrier Notifications." There is no
13 consistent process that provides CLECs with this type of information in a
14 timely manner; and thus AT&T seeks the notification processes described on
15 page 22 of Exhibit 12 to my direct testimony.

16
17 **Q. IN HIS DISCUSSION OF NEW INTERFACES MR. PATE MAKES A**
18 **DISTINCTION BETWEEN "INTRODUCTION" AND**
19 **"DEVELOPMENT" OF NEW INTERFACES. DOES THE CCP**
20 **INCLUDE ANY SUCH DISTINCTION?**

21 **A.** Mr. Pate states that the "introduction" of new interfaces is subject to the CCP
22 but "development" of those interfaces is not. This distinction is not
23 supported by the CCP itself, which refers only to "introduction" of interfaces.

1

2 BellSouth makes this distinction because it wants to exclude development of
3 new interfaces and processes from the CCP (as did the old EICCP).
4 BellSouth's continued exclusion of the development of new interfaces and
5 processes from the CCP guarantees repeated deployment of interfaces and
6 processes that do not meet the needs of the CLECs and are wasteful of the
7 industry's limited resources.

8

9 On pages 53-55 of his testimony, Mr. Pate attempts to justify BellSouth's
10 actions using excuses that are both flimsy and downright paranoid:

11 "BellSouth must have flexibility to develop interfaces to meet
12 industry standards and regulatory requirements."

13 "new development is too critical to risk being stymied in the process
14 by CLEC disagreement."

15 "the nature of the CCP is such that if developing interfaces were
16 included in the CCP, CLECs with no intention of using such
17 interfaces could game the process by voting for additional features
18 and functionality that would increase the time and cost to BellSouth
19 and rival CLECs to implement them."

20

21 This Authority should turn a deaf ear to such excuses, for which BellSouth
22 has provided no basis in fact. CLECs – the customers of BellSouth and the
23 ultimate beneficiaries of the Change Control Process – must be accorded an

1 opportunity to participate in the development of interfaces and processes that
2 will serve them.

3

4 **Q. YOU HAVE STATED THAT BELL SOUTH'S EXCLUSION OF NEW**
5 **INTERFACES GUARANTEES REPEATED DEPLOYMENT OF**
6 **INTERFACES AND PROCESSES THAT DO NOT MEET THE**
7 **NEEDS OF THE CLECS AND ARE WASTEFUL OF THE**
8 **INDUSTRIES LIMITED RESOURCES. CAN YOU PROVIDE**
9 **EXAMPLES?**

10 A. Yes. AT&T's customers have been victimized by BellSouth's secretive
11 development of new OSS interfaces, specifically, BellSouth's Local Number
12 Portability Gateway ("LNP-GTWY") and the processes supporting local
13 number portability ("LNP"). I discussed two examples in my direct
14 testimony on pages 65-67.

15

16 **Q. ARE THERE OTHER PROBLEMS WITH LOCAL NUMBER**
17 **PORTABILITY PROCESSES AND THE LNP GATEWAY THAT**
18 **RESULT FROM BELL SOUTH'S DEVELOPMENT PROCESS?**

19 A. Yes. The local number portability processes and the LNP Gateway itself
20 were developed by BellSouth outside the Change Control Process. In
21 addition to the customer-impacting process problems discussed above, I will
22 describe how the LNP Gateway also denies CLECs and regulators of

1 BellSouth in all nine states the processes and data needed to meet business
2 and regulatory requirements.

3
4 The LNP Gateway itself was placed into service in August/September 1998,
5 without the first scrap of technical documentation about its operation or
6 location in the flow of processing CLECs' LNP-related orders. Historically,
7 BellSouth has placed systems that must communicate with other systems
8 external to BellSouth on the "downstream" side of its Service Order Control
9 System ("SOCS"). Examples include communication with BAPCO for
10 directory listings, communication with its 911database vendor, and
11 communication with the Service Management Systems of the network
12 signaling system and other databases such as the Line Information Database
13 ("LIDB").

14
15 Given that the Local Exchange Ordering ("LEO") and Local Exchange
16 Service Order Generator ("LESOG") were already in place and operational
17 for CLEC-originated local service requests, and in the absence of any
18 specifications about the LNP-GTWY, CLECs made the logical assumption
19 that LNP-GTWY had also been designed and placed "downstream" from
20 SOCS.

21
22 Many months later, however, through continued questioning associated with
23 various anomalies in processing LNP orders, the industry discovered that the

1 LNP-GTWY was “upstream” from SOCS. The LNP-GTWY had in fact been
2 developed and placed in the CLEC service request process flow to replace
3 LEO-LESOG when a CLEC service request contained a request for LNP.
4 Without any notice to CLECs, BellSouth had placed a “router” between the
5 CLEC interfaces (EDI, TAG and LENS) and the two possible paths a CLEC
6 LSR could now take, the LEO-LESOG path or the LNP-GTWY path. It is
7 impossible to measure the wasted CLEC resources and CLEC customer ill
8 will that resulted from BellSouth’s decision to develop the LNP process and
9 LNP Gateway without CLEC input.

10

11 The LNP-GTWY path processes only LSR’s that include requests to port a
12 number away from BellSouth to a CLEC. This includes two types of LSRs:
13 those that request migration of a loop and porting of the associated telephone
14 number (Reqtype B) and those that request the porting of a telephone number
15 without its associated loop. (Reqtype C)

16

17 BellSouth’s development of the LNP-GTWY Reqtype B (loop + number)
18 process does not use the same business rules that are in place in the LEO-
19 LESOG path for migration of the loop. Further, the LNP-GTWY does not
20 collect or report the same process data as does the LEO-LESOG path despite
21 the fact that regulatory data requirements do not differentiate between LNP
22 orders and “regular” orders, and the fact that CLECs’ business needs for data
23 are identical. Thus, the LNP interface and process fails to collect data that

1 would allow CLECs and state regulatory authorities to determine whether the
2 system provides nondiscriminatory access to CLECs, and to target
3 improvements where necessary. Open development would have provided the
4 opportunity to ensure that such data is collected.

5
6 **Q. ARE YOU AWARE OF OTHER NEW INTERFACE DEVELOPMENT**
7 **THAT BELL SOUTH IS CONDUCTING OUTSIDE OF THE CHANGE**
8 **CONTROL PROCESS?**

9 A. Yes. As discussed in my direct testimony, BellSouth is developing three
10 maintenance interfaces: DLEC TAFI, CPSS-TA and E-Repair. While
11 BellSouth has "introduced" these developments to the CLEC industry
12 through a presentation to the October 25, 2000, Monthly Status meeting, even
13 that introduction was not in accord with the requirements of the CCP.

14
15 Additionally, BellSouth is engaged in the development of new interfaces and
16 capabilities to support xDSL services and line sharing outside the CCP. Mr.
17 Pate recently filed testimony in Tennessee and Georgia that addresses the
18 extensive nature of these developments. I have attached his Georgia
19 testimony as Exhibit JMB-R9. Once again, BellSouth has elected to allow
20 CLECs only limited participation and input, even though these interfaces are
21 being developed specifically for CLEC use. Exclusion of CLECs from the
22 process typically results in an architecture that further complicates the
23 processing of CLEC LSRs.

1 A. Yes. In developing the “baseline” Version 2 CCP Document, including the
2 “draft” Defect/Expedite Feature section (with which CLECs have never
3 concurred), BellSouth inappropriately labeled and joined a number of
4 different processes under common headings. In preparing his testimony, Mr.
5 Pate has further complicated the issue by adding his own “Category”
6 classifications on top of the CCP Change Request Types. The AT&T/CLEC
7 October 27, 2000 Proposal (Direct Exhibit JMB-12) clearly defines and
8 appropriately separates these distinct processes. I will unscramble these
9 processes and terms using the CCP Change Request Types as a guide.
10

11 **Type I– System Outage**

12 A Type 1 change is a BellSouth System Outage. A system outage is where
13 the system is totally unusable or there is degradation in an existing feature or
14 functionality within the interface. A Type 1 is not actually a change request;
15 it is a process that supports restoration of system functionality. The CLECs’
16 only roles are (1) possibly the initial reporting of the outage and (2) receipt of
17 status information while BellSouth attempts to restore the interface to service.
18 Mr. Pate attempts to confuse this BellSouth process with an “Emergency
19 Change”, which is defined as “Defect Changes identified as High Impact are
20 emergency changes.” (Exhibit JMB-12, page 64.) In fact, these are two
21 different processes.
22

23 **Type 2 - Regulatory**
24 **Type 3 – Industry Standard**

1 **Type 4 – BellSouth Initiated**
2 **Type 5 – CLEC Initiated**
3

4 These are the “normal” types of changes. Requests for these types of
5 changes must be subjected to prioritization and scheduling for future releases,
6 as described on pages 21-29 of Exhibit JMB-12. As shown on pages 30-34
7 of Exhibit JMB-12, AT&T and the CLECs have proposed a process by which
8 these types of changes could be handled either more quickly than usual (as an
9 “Expedited” request) or more slowly than usual (as an “Exception”):

10 An expedited feature request is made to correct the inability of a
11 CLEC to process certain types of orders to BellSouth due to a lack of
12 programming on BellSouth’s side of the interface.
13

14 An exception may involve the extension of the normal intervals for
15 the implementation of a Type 2-5.
16

17 The process steps to obtain approval to either speed up (expedite) the
18 implementation of a change request or slow down (exception) the
19 implementation of a change request are the same.
20

21 The implementation of OSS99 would be an example of an Exception change
22 request. The implementation of the quantity fields for yellow and white page
23 directory delivery in April and May 2000 is an example of an Expedited
24 Feature change request.
25

26 Mr. Pate confuses expedited feature requests with defect correction, and
27 exception change requests with some sort attempt by CLECs to manipulate

1 the process. The Authority therefore should disregard his testimony on these
2 subjects.

3

4 **Type 6 – CLEC Impacting Defects**

5

6 A defect is any non-Type 1 change where a BellSouth interface used by a
7 CLEC which is in production and is not working in accordance with the
8 BellSouth baseline business requirements or is not working in accordance
9 with the business rules that BellSouth has published or otherwise provided to
10 the CLECs and is impacting a CLEC's ability to exchange transactions with
11 BellSouth. Defects are assigned an Impact Level (High, Medium, or Low),
12 and as noted above, the correction of High Impact defects is known as an
13 emergency change.

14

15 Mr. Pate and BellSouth inappropriately lump expedited features changes with
16 defect correction in their proposal and testimony. This is neither the purpose
17 nor effect of the AT&T/CLEC proposal found in Exhibit JMB-12, and
18 therefore the Authority should disregard Mr. Pate's testimony on this subject.

19

20 **Q. MR. PATE DOESN'T SEEM TO UNDERSTAND WHY AT&T**
21 **BELIEVES THAT TRAINING AND ITS DOCUMENTATION**
22 **SHOULD FALL UNDER THE CCP, AND ONCE AGAIN ACCUSES**

1 **AT&T OF ATTEMPTING TO CIRCUMVENT THE PROCESS.**
2 **PLEASE COMMENT.**

3 A. AT&T's desire for a documented training process upon which it and other
4 CLECs can rely cannot be considered an attempt to circumvent the process.
5 AT&T is not alone in its concerns about BellSouth's failure to document its
6 training process, as shown in Exhibit JMB-R10. This exhibit is a copy of
7 KPMG's Florida Third Party Test Exception 9 and BellSouth's response,
8 which deal with BellSouth's failure to document its CLEC training process.
9 The procedures outlined in BellSouth's response are clearly newly minted
10 and provide ample support for AT&T's position that CLEC training and its
11 documentation should be included under the CCP.

12
13 **Q. HAS THERE BEEN AN INCREASE IN CHANGE CONTROL**
14 **ACTIVITY DURING 2000?**

15 A. Yes. The emphasis placed on Change Control by the FCC in its New York
16 and Texas 271 decisions, and by KPMG in the Georgia and Florida Third
17 Party Tests served as an impetus to BellSouth to take change control off the
18 back burner and turn up the heat – things have been boiling ever since.
19 Activity, however, should not be confused with success or real improvement
20 in meeting the CLECs' business needs. The various Change Control Logs
21 included in Exhibit JMB-R11 provide a source of considerable information.

22

1 First, I will contrast change control in 1999 with change control in 2000 at a
2 very high and simplistic level. In 1999, there were 14 officially recognized
3 change requests; in 2000, there have been 257 (as of December 20, 2000).
4

5 In 1999, BellSouth submitted no change control requests, and many areas,
6 including defects were outside the scope of the process. Here is the
7 disposition of the 14 CLEC requests submitted in 1999.

8 **1999 CLEC Change Request Disposition at Year End 2000**

Submitted	Implemented	Cancelled	Pending	Scheduled
14	5	2	2	5 (Release 10, June 30, 2001)

9
10 The two pending change requests¹² were both submitted well over a year ago,
11 on September 12, 1999. Despite having been accepted and prioritized, they
12 still do not have an implementation commitment from BellSouth.
13

14 In 2000, BellSouth submitted its first ever change request, and the scope of
15 requests BellSouth would accept expanded, including defect correction
16 requests.

17 **Year 2000 Change Request Disposition**

	Submitted	Implemented	Cancelled	Pending	Scheduled	"New"	Defect
Total	257 (241)	84	69	32	16	23	17
BellSouth	96	41	20	15	7	4	9
CLECs	162 (145)	43	49	17	9	19	8

1 BellSouth's various Change Control logs do not reconcile to each other.
2 Sixteen submitted change requests appear not to have been captured in any
3 category. In constructing this matrix, I elected to use the current (12/20/00)
4 and archived log, count the total entries in each category, count the entries
5 identified as BellSouth initiated and then subtract to get the CLEC total – this
6 of course assigns all missing CRs as belonging to the CLECs.

7
8 Using the 241 submissions that can be tracked using the logs we can make a
9 number of observations.

- 10 • after two years of submitting no change requests, BellSouth is now
11 clearly the largest single user of the process.
- 12 • BellSouth initiated CRs account for 49% of all implementations.
- 13 • a significantly higher percentage of BellSouth initiated CRs are in
14 implemented, pending or scheduled status than are CLEC initiated
15 requests:
 - 16 ▪ BellSouth: 65% (63 of 96)
 - 17 ▪ CLECs 43 - 48% (69 of 145 or 69 of 162, depending
18 on which data is used)

19
20 A further analysis of implemented BellSouth CRs reveals that 29 of the 41 or
21 71% were "defects", not including cases, as described above, where
22 BellSouth implemented Type 4 changes as if they were defects, thus

¹² Parsed CSRs and an electronic process for correcting dropped 411 listings.

1 disguising their true nature. In contrast, only 17 (40%) of the implemented
2 CLEC CRs originated as defects. Many of BellSouth's CRs appear to be
3 related to KPMG findings in the two ongoing Third Party Tests. BellSouth's
4 use of the process in this manner may not be in the best interests of the
5 CLECs.

6
7 **Q. PLEASE SUMMARIZE YOUR RESPONSE TO MR. PATE'S**
8 **TESTIMONY REGARDING THE CHANGE CONTROL PROCESS.**

9 A. While Mr. Pate attempts to portray AT&T as a renegade trying to circumvent
10 an otherwise cooperative and collaborative process, the truth is that BellSouth
11 simply has been unable to obtain CLEC agreement for the process it
12 proposes. As the multiple examples in my testimony illustrate, several
13 CLECs have been asking for changes, but BellSouth continues to exercise
14 exclusive control over the process, thus preventing true collaboration from
15 taking place.

16
17 Mr. Pate's testimony also glosses over the deficiencies in the process by
18 providing high-level overviews and citing obscure examples that are not
19 indicative of the process. But as my direct and rebuttal testimony clearly
20 illustrate, the current process is fraught with deficiencies that allow critical
21 problems to languish, CLEC requests to be denied unilaterally, and even
22 agreed-upon changes to move unnecessarily at a snail's pace such that

1 months, and even more than a year, can pass before change requests are
2 implemented.

3
4 **Q. WHAT DOES AT&T REQUEST THAT THE AUTHORITY DO**
5 **REGARDING THIS ISSUE?**

6 A. AT&T requests that the Authority correct these deficiencies by adopting the
7 revised version of the CCP attached as Exhibit JMB-12 to my direct
8 testimony in the context of whatever is the then-most-current version of the
9 Change Control document (Version 2.0 at this writing).

10
11 *Issue 18: What should be the resolution of the following OSS issues*
12 *currently pending in the change control process but not yet provided? (The*
13 *Equivalent OSS Issue)*

14
15 *a) parsed customer service records for pre-ordering?*

16 *b) ability to submit orders electronically for all services and elements?*

17 *c) electronic processing after electronic ordering, without subsequent*
18 *manual processing by BellSouth personnel?*

19
20 **Q. ON PAGE 71 OF HIS TESTIMONY MR. PATE OFFERS A**
21 **DEFINITION OF “PARSE.” SHOULD THIS AUTHORITY ADOPT**
22 **MR. PATE’S DEFINITION?**

1 A. No. Mr. Pate' definition is clearly self-serving. As I describe in my direct
2 testimony on pages 81 and 82, industry standards call for the transmittal of
3 parsed CSR information in response to CLEC queries, and BellSouth requires
4 CLECs to transmit parsed information to them in compliance with those same
5 industry standards when placing orders. Because BellSouth fails to meet
6 industry parsing standards, Mr. Pate has attempted to define the problem
7 away.

8

9 The Authority should reject BellSouth's attempt to provide less than parity.
10 BellSouth exchanges (transmits and receives) parsed CSR data internally in
11 its daily operations. BellSouth's systems thus are able automatically to
12 populate its own retail orders, saving time and expense, and providing a
13 greater level of accuracy. Because BellSouth provides parsed CSR data to its
14 customer service representatives, it also is required to provide the same
15 functionality to AT&T.

16

17 Mr. Pate argues that BellSouth has met its obligation to provide
18 nondiscriminatory access because "BellSouth provides CLECs the CSR data
19 in the same manner that it provides the data to itself for use by the BellSouth
20 retail units." Pate testimony at pages 72 and 74. Mr. Pate thus attempts to
21 introduce an artificial wholesale/retail distinction, and hopes the Authority
22 will overlook the functionalities that BellSouth provides within its retail
23 operations, such as parsed CSRs.

1
2 Mr. Pate also argues that AT&T can use its own systems to parse the
3 unparsed CSR data provided by BellSouth. This argument is not only
4 irrelevant (because it ignores BellSouth's obligation to provide parsed data
5 on a non-discriminatory basis), but often incorrect. Only if BellSouth
6 provides AT&T with data that contains delimiters, and also provides the rules
7 by which the fields represented by the delimiters can be determined, can
8 AT&T separate BellSouth's unparsed data and place it in the appropriate
9 fields. For example, Mr. Pate discusses the "customer's listed name" field
10 on page 62 of his testimony. BellSouth provides this information to AT&T
11 in one field, without delimiters, so AT&T's systems cannot parse this data.
12 Yet BellSouth requires AT&T to submit an ordering form in which the
13 customer name must be shown in a minimum of two fields, forcing AT&T to
14 separate this information manually.¹³ Rebuttal Exhibit JMB-R12.
15
16 Thus AT&T is unable to reliably automatically populate its service orders
17 with the CSR information BellSouth currently provides to CLECs, but
18 BellSouth is able to automatically populate its own service orders. Mr. Pate's
19 new definition should be rejected.
20

¹³ Mr. Pate appears to indicate in his testimony that AT&T's request is inappropriate and unnecessary because BellSouth "retains the customer's listed name as a complete field", e.g. "Pate, Ronald M.". Pate testimony at 62. BellSouth's decision to "retain" information as one field is irrelevant. It provides its customer service representatives with parsed CSRs, so BellSouth's systems may automatically populate retail orders. BellSouth thus is obligated to provide AT&T with this same functionality.

1 **Q. ON PAGES 75 AND 76 OF HIS TESTIMONY, MR. PATE**
2 **DESCRIBES HIS VIEW OF THE STATUS OF AT&T'S CHANGE**
3 **REQUEST FOR PARSED CSRS. DO YOU HAVE ANY**
4 **COMMENTS?**

5 A. Yes. Mr. Pate accurately states that AT&T presented its change request for
6 parsed CSRs via the change control process in September, 1999. However,
7 AT&T and other CLECs first made this request to BellSouth in September,
8 1998, a full year earlier, as part of its requirements for the OSS99 upgrade.
9 BellSouth refused to include parsed CSRs in the upgrade, and thus AT&T
10 had to resubmit its request through change control. As Mr. Pate indicates,
11 this was one of eleven pending change requests prioritized by the CLECs,
12 and it received the number one ranking by the group for the TAG interface.
13 Despite CLEC agreement on the high priority of this request, it has been
14 languishing ever since. A review of the September 28, 1999 meeting
15 minutes, provided in Mr. Pate's Exhibit RMP-21, shows that this change
16 request was targeted for implementation in April, 2000. Others were
17 requested in similar time frames, and still others were to be completed as
18 soon as possible ("ASAP"). However, to date, BellSouth has only
19 implemented four of the eleven change requests prioritized in September
20 1999, although it has implemented a total of 76 other change requests of
21 varying types since that meeting.

22

1 Mr. Pate implies that CLEC reprioritization is the cause of this lengthy delay,
2 rather than BellSouth's actions. Mr. Pate is wrong. BellSouth made the
3 unilateral decision to downgrade this important request, and announced its
4 decision to the CLECs. Thus, the March 29, 2000 change control meeting
5 minutes (Pate Exhibit RMP-22) show that the status of AT&T's request was
6 downgraded from "Targeted for release 4/20/2000" to "Subteam being
7 formed to perform planning and analysis during 2000." As noted above,
8 CLECs voted parsed CSRs as their number one priority for TAG interface
9 changes during the September 18, 1999 meeting, and they have never re-
10 prioritized this issue. During the September 18, 2000, Release Package
11 Meeting, BellSouth again downgraded and delayed the implementation of
12 this change, and now states that "Parsed CSR could possibly be implemented
13 with Release 10.0 in May 2001." Direct Exhibit JMB-5. Even more
14 recently, on December 5, 2000, BellSouth published its proposed schedule to
15 the sub-team mentioned above, showing a planned implementation date of
16 December 31, 2001, for parsed CSRs! Exhibit JMB-R13. Therefore, due to
17 BellSouth's unilateral control of this process, a request that has been pending
18 for two years now has a scheduled implementation date over three years from
19 the CLEC's original request.

20
21 *(b) ability to submit orders electronically for all services and elements?*
22

1 Q. MR. PATE STATES IN HIS TESTIMONY THAT NON-
2 DISCRIMINATORY ACCESS DOES NOT REQUIRE THAT ALL
3 LSRS BE SUBMITTED ELECTRONICALLY. HE FURTHER
4 STATES THAT BELL SOUTH'S OWN RETAIL PROCESSES OFTEN
5 INVOLVE MANUAL PROCESSES, AND THEREFORE THERE IS
6 NO REQUIREMENT THAT EVERY LSR HAS TO BE SUBMITTED
7 ELECTRONICALLY. PLEASE COMMENT.

8 A. Mr. Pate uses an apples-to-oranges comparison in an attempt to convince the
9 Authority that BellSouth is treating AT&T the same as it treats itself.
10 However, a careful reading of his testimony reveals the lack of candor in
11 BellSouth's position. When Mr. Pate addresses AT&T's requirements, he
12 correctly notes that AT&T wants to be able to submit all orders
13 electronically. However, when he discusses BellSouth's own ordering
14 capability, he broadens his terminology from actual order submission and
15 instead uses the terms "manual processing" and "manual handling" of
16 BellSouth orders, which are not the same thing as order submission.
17 Additionally, although he admits that the manual processing and handling of
18 which he speaks occur as part of the order preparation process, not as part of
19 the order submission process, he goes on to imply that because the manual
20 pre-ordering processes are substantially the same for both retail and CLEC
21 orders, that BellSouth is providing an equivalent ordering process. Mr.
22 Pate's admission is simply irrelevant to the ordering process.

23

1 AT&T does not dispute that both its requests for service and BellSouth's
2 requests for service involve some level of manual collection of information
3 and order preparation before input into each company's respective ordering
4 systems. But after an order is prepared, BellSouth has the ability -- which
5 AT&T does not -- to input that order into its ordering system. What AT&T is
6 asking for itself is to be able to submit its orders electronically, once
7 prepared, just as BellSouth does for its customers. BellSouth continues to
8 refuse to provide that non-discriminatory capability.

9
10 **Q. WHY IS ELECTRONIC ORDER SUBMISSION IMPORTANT TO**
11 **AT&T?**

12 **A.** As I stated in my direct testimony, lack of electronic ordering increases the
13 possibility of errors, extends intervals, and increases costs. Electronic
14 ordering allows a CLEC to populate its own databases simultaneously with
15 providing an order to BellSouth. A manual process, however, requires two
16 steps: an order must be provided to BellSouth, and the appropriate ordering
17 information be separately input into AT&T's internal OSS.

18
19 **Q. MR. PATE USES EXHIBITS RMP-26 AND RMP-27 TO ATTEMPT**
20 **ILLUSTRATE THAT "BELLSOUTH PROVIDES CLECS THE**
21 **ABILITY TO ORDER COMPLEX SERVICES IN SUBSTANTIALLY**
22 **THE SAME TIME AND MANNER AS IT PROVIDES TO ITS**
23 **RETAIL CUSTOMERS." PLEASE COMMENT.**

1 A. Mr. Pate's exhibits do not achieve that goal. As the unshaded (electronic)
2 blocks in each exhibit demonstrate, the CLEC simply does not place its
3 orders as BellSouth does. Rather, as the two exhibits clearly indicate,
4 BellSouth submits both its own electronic order and the CLEC's order,
5 thereby denying CLECs the advantages of electronic order submission as
6 described above. For Mr. Pate's diagrams actually to depict a
7 nondiscriminatory process, the block on Exhibit 27, presently labeled "CSA –
8 ORDER ENTRY INTO DOE" would have to show and accurately represent
9 input of the order by the CLEC employee into the CLEC sales and marketing
10 interface.

11
12 Mr. Pate's exhibits reveal an additional area of discrimination. The
13 BellSouth retail order is processed using BellSouth's new Regional Ordering
14 System (ROS), while the CLEC order is processed using the former system,
15 Direct Order Entry (DOE). In his description of ROS, Mr. Pate indicates
16 ROS "utilizes software to compare each FID contained within the service
17 order to corresponding SOER edits." It is highly unlikely that BellSouth
18 would have gone to the expense of deploying a new ordering system such as
19 ROS if it were not superior to the old one. Yet BellSouth is not using that
20 superior capability for CLEC orders. Thus, in actuality, Mr. Pate's exhibits
21 depict that a CLEC orders complex services in a very different (and
22 discriminatory) "manner" when compared to BellSouth.

23

1 (c): *Electronic processing after electronic ordering, without subsequent*
2 *manual processing by BellSouth personnel.*

3

4 **Q. MR. PATE STATES IN HIS TESTIMONY ON PAGE 85 LINES 4-6**
5 **THAT NON-DISCRIMINATORY ACCESS DOES NOT REQUIRE**
6 **THAT ALL LSRS BE SUBMITTED ELECTRONICALLY FLOW**
7 **THROUGH BELL SOUTH'S SYSTEMS WITHOUT MANUAL**
8 **INTERVENTION. DO YOU AGREE?**

9 A. Absolutely not. The Act and the FCC require that BellSouth provide non-
10 discriminatory access to its OSS. Because all of BellSouth's orders are
11 capable of flow through, the CLECs' orders must be provided with the same
12 capability. Further Mr. Pate is hoping that he can sufficiently misdirect this
13 Authority from the findings of the FCC and other state regulators in
14 BellSouth's territory regarding BellSouth's OSS.

15

16 In 1997, the Florida Public Service Commission ("FPSC") made its own
17 independent investigation into the OSS BellSouth was offering to the CLEC
18 community and found them lacking. In its order that Commission established
19 the criteria BellSouth would have to meet in order to demonstrate that its
20 offered OSS were providing nondiscriminatory access, and determined that
21 BellSouth must provide electronic interfaces that require no more human or
22 manual intervention for CLECs than for BellSouth:

23 Upon consideration, we believe that BellSouth is
24 required to demonstrate to this Commission and to the

1 FCC, that its interfaces provide nondiscriminatory
2 access to OSS functions. Although AT&T witness
3 Bradbury stated that there are five characteristics of a
4 non-discriminatory interface, we find it appropriate to
5 recognize four of those characteristics. We find that
6 each interface must exhibit the following
7 characteristics to be in compliance with the
8 nondiscriminatory standards of the Act. They are: 1)
9 the interface must be electronic. The interface must
10 require no more human or manual intervention
11 than is necessarily involved for BellSouth to
12 perform a similar transaction itself; 2) the interface
13 must provide the capabilities necessary to perform
14 functions with the same level of quality, efficiency,
15 and effectiveness as BellSouth provides to itself; 3) the
16 interface must have adequate documentation to allow
17 an ALEC to develop and deploy systems and
18 processes, and to provide adequate training to its
19 employees; and, 4) the interface must be able to meet
20 the ordering demand of all CLECs, with response
21 times equal to that which BellSouth provides itself.
22 (DOCKET NO. 960786-TL; ORDER NO. PSC-97-
23 1459-FOF-TL; ISSUED: November 19, 1997, pages
24 101 and 177-178, emphasis added.)
25

26 Mr. Pate, however, attempts to confuse this issue by introducing BellSouth's
27 own definition of CLEC flow-through.

28
29 **Q. HOW DOES BELL SOUTH DEFINE CLEC FLOW-THROUGH?**

30 A. On page 85 of his testimony, Mr. Pate indicates that CLEC flow-through
31 occurs when a **“complete and correct electronically submitted LSR is sent**
32 **via one of the CLEC ordering interfaces (EDI, TAG, or LENS), flows**
33 **through the mechanical edit checking** and LESOG system, is mechanically
34 transformed into a service order by LESOG, **and is accepted by the Service**
35 **Order Control System (SOCS).”** The portions shown in bold are

1 BellSouth's modifications to the FCC's definition of flow-through, which is
2 discussed below.

3

4 **Q. DOES MR. PATE DEFINE OR DESCRIBE BELL SOUTH'S RETAIL**
5 **FLOW-THROUGH?**

6 A. No. However, the flow-through process for BellSouth shares many
7 commonalties with the CLEC flow-through process. The following is a
8 description of BellSouth flow-through, using the common areas depicted in
9 bold from the CLEC flow-through description above. Information specific to
10 BellSouth's retail flow-through is shown in *italics*:

11 *Retail* flow-through occurs when a complete and correct
12 electronically submitted LSR is sent via one of the *retail* ordering
13 *systems (RNS, ROS, or DOE)*, flows through the mechanical edit
14 checking, and is accepted by the Service Order Control System
15 (SOCS).

16

17 As will be described below, all BellSouth orders are capable of flow through
18 between its ordering systems and SOCS, while only some CLEC orders are
19 allowed to do so.

20

21 **Q. IS BELL SOUTH'S DEFINITION OF FLOW-THROUGH**
22 **CONSISTENT WITH THE FCC'S DEFINITION?**

1 A. No. BellSouth has significantly both embellished and restricted the FCC's
2 definition for its own purposes. The FCC's definition is found in paragraph
3 107 of the LAII Order:

4 A competing carrier's orders "flow through" if they are
5 transmitted electronically through the gateway and
6 accepted into BellSouth's back office ordering systems
7 without manual intervention.
8

9 While BellSouth maintains that all it has done with its revision of the FCC's
10 simple definition is to make it specific to BellSouth's systems, it has in fact
11 introduced significant requirements beyond the FCC's.

12
13 The central concept of FCC's definition (which it should be noted addressed
14 only flow-through for CLEC service requests) can be restated to encompass
15 both CLEC and BellSouth retail processes without introducing any spurious
16 restrictions:

17 A service request that is input to a sales and marketing
18 interface by the manual actions of a CLEC or
19 BellSouth employee and subsequently sent to and
20 accepted by BellSouth's Service Order Control System
21 ("SOCS") without any further human intervention has
22 flowed-through.
23

24 Using this description, it is easy to see that all BellSouth retail service
25 requests input to BellSouth's RNS or ROS sales and marketing interfaces are
26 capable of flow-thorough to SOCS, while only a portion of CLEC service
27 requests sent electronically to BellSouth are allowed to do so. In exactly the

1 same way, all BellSouth retail service requests input to the systems that
2 preceded ROS, DOE and SONGS, were capable of flow-through.

3

4 **Q. MUST EVERY STEP OF THE PREORDERING AND ORDERING**
5 **PROCESS BE AUTOMATED BEFORE AN ORDER CAN FLOW**
6 **THROUGH?**

7 A. No. As noted above, flow-through occurs when an order is entered into a
8 sales and marketing order system and it flows through to SOCs. As shown in
9 Mr. Pate's Exhibit RPM-26, there also may be a number of manual pre-
10 ordering steps necessary to gather information for the order.

11

12 **Q. MR. PATE CLAIMS ON PAGE 85 OF HIS TESTIMONY THAT TO**
13 **HIS KNOWLEDGE NO FLOW-THROUGH CHANGE REQUESTS**
14 **HAVE BEEN SUBMITTED TO THE CCP. IS THIS CORRECT?**

15 A. No. It is both incorrect and irrelevant. AT&T has submitted CRs 0137 and
16 0160 and other CLECs have also submitted flow-through related change
17 requests. However, this is irrelevant to BellSouth's obligation to provide
18 nondiscriminatory OSS functionality, including flow-through ordering. This
19 requirement was established by the Act and the implementing rules and
20 orders of the FCC and by the orders of various state authorities, including the
21 FPSC's 1997 Order. Further, as Mr. Pate knows AT&T and BellSouth have
22 been engaged in on-going discussions of flow-through and order
23 mechanization since early 1997. The most recent dialogue began August-

1 September 1999 and continues to the present. Exhibit JMB-R14 provides
2 copies of inter-company correspondence and meeting minutes from this on-
3 going effort.

4

5 **Q. MR. PATE STATES ON LINES 17-19, PAGE 86 OF HIS TESTIMONY**
6 **THAT BELL SOUTH HAS CONCLUDED THAT MECHANIZING**
7 **MANY LOWER-VOLUME COMPLEX RETAIL SERVICES WOULD**
8 **BE IMPRUDENT FOR ITS OWN RETAIL OPERATIONS. IS THIS**
9 **RELEVANT TO FLOW-THROUGH?**

10 A. No. Complex services are rarely totally mechanized, but this is irrelevant to
11 the issue of flow-through. An order for a complex service may require many
12 manual pre-ordering activities yet still flow through, as shown in Mr. Pate's
13 Exhibit RPM-26.

14

15 As is indicated above, retail flow-through is achieved when a service request
16 is successfully transmitted from the ordering system (RNS, ROS, DOE), and
17 is accepted by SOCS. A review of Mr. Pate's exhibit reveals that a BellSouth
18 employee enters an order into ROS, which transmits it to SOCS – thus
19 flowing through. In his testimony on page 86, Mr. Pate refers to the manual
20 pre-ordering processes that also are used to prepare these complex orders for
21 entry into BellSouth's front-end system.¹⁴ His exhibit uses shaded areas to

¹⁴ In a similar discussion beginning on page 81 Mr. Pate discusses "handling" of complex orders. In his discussion of manual handling, he refers to activities that occur before the order is input. These activities are irrelevant to flow-through. Flow-through (or non-flow-through) necessarily occurs after the order is input.

1 indicate steps involving manual processing. The Authority should
2 concentrate its attention, however, on the two BellSouth activities (order
3 entry into ROS and receipt by SOCS) that are not found in the shaded areas
4 indicative of manual processing. BellSouth's own exhibit shows that these
5 steps are electronic, and that BellSouth's own retail complex orders do flow
6 through from its ordering systems to SOCs. CLEC orders are thus entitled to
7 the same flow through process.

8
9 There is no retail service that BellSouth cannot order electronically. If, as
10 Mr. Pate testifies, BellSouth had elected not to mechanize a particular retail
11 service, then it would be impossible to order that service via the retail RNS,
12 DOE or ROS interfaces. Yet BellSouth has never identified a single retail
13 service that its retail service representative cannot order via input to one of
14 these systems, although AT&T has repeatedly inquired into this issue.

15
16 In the spring of 1999, for example, BellSouth was asked to respond to a
17 matrix identifying the interface it used to place requests for each of its retail
18 services. In its response, BellSouth did not identify a single service that was
19 not was not ordered via RNS, DOE, or SONGS. Rebuttal Exhibit JMB-R15
20 provides a copy of BellSouth's response. More recently, during the North
21 Carolina arbitration between AT&T and BellSouth, Mr. Pate was asked
22 whether there was any service that a BellSouth representative could not order
23 via ROS, to which he responded that he was not aware of any such service.

1 (Rebuttal Exhibit JMB-R16 – NC Testimony Transcript reference page 227-
2 228). Mr. Pate confirmed his North Carolina response in the Georgia
3 arbitration hearing Exhibit JMB-R17, Georgia Transcript at page 1107.
4

5 **Q. HAVE OTHER KNOWLEDGEABLE BELL SOUTH EMPLOYEES**
6 **PROVIDED TESTIMONY INDICATING THE EXISTENCE OF**
7 **FLOW THROUGH FOR ORDERS PLACED USING THE DOE**
8 **INTERFACE?**

9 A. Yes. In a deposition taken on July 28, 2000, Mr. Douglas W. McDougal,
10 discussing the importance of flow-through to the operation of the LCSC,
11 referred directly to the importance of flow-through of the orders his
12 employees placed using the DOE, SONGS, and LNP interfaces. This
13 discussion may be found on pages 16-20 of his deposition, which I have
14 attached as Rebuttal Exhibit JMB-R18. On page 17, line 16, Mr. McDougal
15 states:

16 “However, we also have flowthrough on orders that
17 come in by fax and paper because we get tremendous
18 of fax and paper orders, particularly from smaller
19 CLECs. So we attribute flowthrough to once the
20 service rep builds the order and releases the order to
21 the downstream systems, it flows without erroring
22 out.”
23

24 It is entirely logical to believe that if orders submitted by LCSC employees
25 using DOE are capable of flow-through, orders submitted by BellSouth retail
26 employees using DOE or its replacement, ROS, are also flow-thorough
27 capable.

1

2 **Q. DOES BELLSOUTH DESCRIBE REASONS OTHER THAN**
3 **COMPLEXITY THAT CLEC ORDERS FALL OUT FOR MANUAL**
4 **PROCESSING?**

5 A. Yes. BellSouth has created “designed fallout”, which means that CLEC
6 order fall out for manual handling for reasons other than complexity. In
7 previous arbitrations Mr. Pate has indicated that these other reasons are
8 described in its Service Quality Reports Performance Reports document. A
9 review of page 19 of that document (Rebuttal Exhibit JMB-R19) reveals at
10 least twelve scenarios in which BellSouth has decided that orders should not
11 flow through. The discriminatory nature of this decision is apparent in the
12 last line of this information, which states “all but one [of the twelve non flow-
13 through scenarios] are unique to the CLEC environment.”

14

15 **Q. DO YOU AGREE WITH THE STATEMENT THAT THESE**
16 **SCENARIOS ARE UNIQUE TO THE CLEC ENVIRONMENT?**

17 A. No. Although the non-flow through or manual fall-out is unique to the CLEC
18 environment, the scenarios are not. For example, the exhibit lists several
19 types of CLEC orders that do not flow through: CLEC orders with more than
20 25 business lines, expedited orders, end-user outside moves, pending order
21 activity on account, and transfer of calls option. But these situations are not
22 unique to CLECs. Certainly BellSouth has these types of scenarios as well,
23 but BellSouth’s resulting retail orders do not fall out for manual processing as

1 do CLEC orders. In a deposition taken on July 20, 2000, Mr. Pate was
2 uncertain about the “uniqueness” of these situations to the CLEC
3 environment. On page 42 beginning at line 25 Mr. Pate states:

4
5 “Well, I need to talk to the author on that as well.
6 They were trying to categorize these as unique; and,
7 frankly, they're not all unique, but most are unique. I
8 think that's an area where we can go back and look, but
9 the majority of these are unique to CLEC
10 environment.”
11

12 In subsequent discussion Mr. Pate agreed that many of the same situations
13 existed for BellSouth. I have attached Mr. Pate's deposition as Rebuttal
14 Exhibit JMB-R20.

15

16 **Q. ON PAGE 87 OF HIS TESTIMONY MR. PATE DISCUSSES WHAT**
17 **HE CALLS THE TWO MAIN REASONS THAT ELECTRONICALLY**
18 **SUBMITTED ORDERS FALL OUT FOR MANUAL HANDLING.**
19 **FIRST, THAT LESOG HAS NOT BEEN PROGRAMMED TO**
20 **HANDLE REQUESTS FOR CERTAIN TYPES OF PRODUCTS AND**
21 **SERVICES AND SECOND, UNIQUE CIRCUMSTANCES RELATED**
22 **TO THE LSR. PLEASE COMMENT.**

23 **A.** It is important to understand that the programming of LESOG is totally at
24 BellSouth's discretion and is not limited by any industry standards or other
25 external guidelines – it is simply BellSouth's, and BellSouth's alone, decision

1 as to what programming to install in LESOG.¹⁵ Ms. Terri Hudson speaking
2 at the November 1, 2000, meeting made this point clear when she stated that
3 there were many things BellSouth could do to improve “flow-through” for
4 CLECs without the CLECs needing to perform any coding or take any other
5 action. Ms. Hudson’s words were paraphrased in the minutes of the meeting
6 as part of an action item appearing on page 8 (see Exhibit RMP-13):

7 BellSouth will provide a report of internal changes that have a
8 positive impact and improve performance for CLECs, but do not
9 require coding. These changes improve “flow-through” in BellSouth
10 and would require no vote by the CLECs.
11

12 Mr. Pate claims once again that “complexity” and “low ordering volume”
13 don’t justify programming in LEO that would provide CLECs with parity to
14 BellSouth retail operation. In October 2000, there were 31,883 LEO LSRs
15 subjected to designed manual fallout (10% of the total submitted), and 27,406
16 LEO LSRs that BellSouth’s LEO system failed to process as it should have
17 (8% of the total submitted). For the LNP-GTWY there were 5,911 LSRs
18 subjected to designed manual fallout (28% of the total submitted), and 7,450
19 LSRs that the LNP-GTWY system failed to process as it should have (36% of
20 the total submitted). Thus, in October alone 72,650 (21% or 1 out of 5)
21 electronically submitted LSRs were subjected to manual handling by
22 BellSouth’s unilateral programming decisions. Low volume is clearly not an
23 issue that justifies BellSouth’s continuing failure to program LESOG/LNP-
24 GTWY or fix its currently defective programming.

¹⁵ This is true of all the software and system components BellSouth has introduced between the CLEC interface (EDI, TAG, LENS) the BellSouth’s legacy Service Order Control System (SOCS). This

1

2

As discussed above, complexity is not an issue, as BellSouth provides flow-through for its own service requests.

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Q. THE LOCAL CARRIER SERVICE CENTER (“LCSC”) HANDLES ALL MANUALLY SUBMITTED ORDERS AND ALL ELECTRONICALLY SUBMITTED ORDERS THAT FALL OUT FOR MANUAL PROCESSING. MR. PATE HAS REPORTED THAT THE PERCENTAGE OF ELECTRONICALLY SUBMITTED ORDERS HAS RISEN SIGNIFICANTLY OVER THE PAST YEAR. DOES THIS NECESSARILY MEAN THAT BELL SOUTH IS PROCESSING PROPORTIONALLY MORE CLEC ORDERS WITHOUT HUMAN INTERVENTION?

includes, the LSR Router, LEO, LESOG, LNP Gateway, LAUTO, and the new “Corporate Gateway”.

1 A. No. Because real flow-through for electronically submitted orders is
2 generally low, human intervention on CLEC orders is still unreasonably high
3 and BellSouth still relies excessively on manual processing of CLEC orders.

4
5 Let me illustrate this point with some data. In the recent Georgia Arbitration
6 (October 31, 2000), Mr. Pate stated that a year ago, (October 1999) 49% of
7 CLEC orders were submitted electronically and that today (October 2000)
8 that percentage had risen to 82%. (Exhibit JMB-R17, TR page 1108.
9 Additionally, BellSouth has provided volume and staffing data in its
10 responses to AT&T's Interrogatories and Document Requests in both North
11 Carolina and Florida.¹⁶ Combining this with information from the Monthly
12 Flow-Through Reports, we can summarize some significant data points for
13 each of the two months one year apart and make a number of observations.

14 **Comparative Data October 1999 / October 2000**

	OCTOBER 1999	Counts	% of Total LSRs	% of Electronic LSRs
1	Electronically submitted LSRs	110,814	52%	
2	Manually submitted LSRs	103,123	48%	
3	Total LSRs	213,937		
4	Manual Fallout LSRs	8,180		
5	Total System Error Fallout LSRs	9,590		

¹⁶ In North Carolina BellSouth's responses were to IRs 29 and 32, in Florida they are to IRs 34 and 36.

6	Manually handled electronic LSRs (4+5)	17,770		16%
7	Total LCSC LSRs (2+4+5)	120,893	57%	
8	LCSC Headcount	639		

1

2

	OCTOBER 2000	Counts	% of Total LSRs	% of Electronic LSRs
1	Electronically submitted LSRs	345,834	88%	
2	Manually submitted LSRs	47,961	12%	
3	Total LSRs	393,795		
4	Manual Fallout LSRs	37,794		
5	Total System Error Fallout LSRs	43,446		
6	Manually handled electronic LSRs (4+5)	81,240		23%
7	Total LCSC LSRs (2+4+5)	129,201	33%	
8	LCSC Headcount	740		

3

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9

While the percentage of LSRs submitted electronically did rise from 52% to 88%, the percentage of LSRs still subject to manual processing only fell from 57% to 33% and the percentage of electronically submitted LSRs subjected to manual handling actually rose from 16% to 23%. Interestingly, while the number of LSRs handled by the LCSC grew 7% (from 120,893 to 129,201), the head count required to handle those LSRs grew 16% -- even though in

1 1999, 85% of such orders were fully manual while in 2000, only 37% were
2 fully manual. BellSouth still relies excessively on manual processing of
3 CLEC LSRs and as shown above is unable to provide such manual
4 processing in a timely manner.

5

6 **Q. IN PRIOR ARBITRATIONS MR. PATE HAS CRITICIZED YOUR**
7 **FLOW THROUGH ANALYSIS AS INCOMPLETE AND**
8 **INACCURATE BECAUSE YOU DID NOT HAVE ACCESS TO THE**
9 **UNDERLYING DATA. WHAT IS YOUR RESPONSE?**

10 A. I disagree. The rationale Mr. Pate has used in the past for recasting my
11 calculations is completely inappropriate.

12

13 **Q. WHAT RATIONALE DID MR. PATE USE?**

14 A. In essence, Mr. Pate's position has been that access to the underlying data is
15 necessary to conduct flow-through analysis. To support his contention, he
16 selected one category of the flow-through report (business resale) for one
17 month to examine the data for factors influencing the level of orders falling
18 out for manual handling. He concluded that orders were not falling out in
19 this case because BellSouth had designed them to, but because two primary
20 CLEC users of the EDI and TAG interfaces had not upgraded their interfaces
21 to take advantage of an upgrade BellSouth had made which allowed one of
22 the services they order to now flow through.

23

1 **Q. PLEASE COMMENT ON MR. PATE’S POSITION.**

2 A. Mr. Pate’s position is inaccurate. Flow-through does not occur at the
3 interface level (EDI, TAG, LENS). Rather, service requests are submitted at
4 the interface level. Flow through, by Mr. Pate’s definition on page 85 of his
5 testimony occurs in BellSouth’s OSS:

6 “Flow through for a CLEC LSR occurs when the
7 complete and correct electronically submitted LSR is
8 sent via one of the CLEC ordering interfaces (EDI,
9 TAG, or LENS), flows through the mechanical edit
10 checking and LESOG system, is mechanically
11 transformed into a service order by LESOG, and is
12 accepted by the Service Order Control System
13 (SOCS). (emphasis added)
14

15 As is clearly indicated by Mr. Pate’s own definition, flow-through occurs in
16 BellSouth’s OSS (LEO/LESOG or LNP/LAUTO), not at the interface level.
17 Unfortunately, the CLEC has no control over what BellSouth designs to flow
18 through its OSS. If BellSouth has designed CLEC orders to flow through in
19 some circumstances, but not others, the responsibility and the ability to
20 correct that problem lies with BellSouth, not with the CLECs. Therefore,
21 BellSouth is responsible for the orders it has designed to fall out for manual
22 handling, and the analysis submitted in my direct testimony is correct.

23

24 The specific business service mentioned by Mr. Pate in his previous
25 testimony that BellSouth has elected to allow to flow through for EDI
26 releases greater than 6.0 and TAG releases greater than 3.0 is series hunting.
27 Series hunting has been electronically orderable for three years. At any time

1 during those three years BellSouth could have provided flow through for
2 every CLEC submitting such orders. Thus for three years BellSouth denied
3 this capability for up to 147 CLECs when it could have provided it to all with
4 only a change in its programming of LEO/LESOG. Instead, BellSouth has
5 elected to provide this capability only to those CLECs that elect to perform
6 an expensive upgrade. The orders the two CLECs Mr. Pate discusses are still
7 accurate, complete and capable of being provided with flow through -- as
8 they have been for three years.

9
10 **Q. HAS MR. PATE'S PRIOR ANALYSIS REFUTED YOUR POSITION**
11 **THAT BELL SOUTH PROVIDED UNACCEPTABLE LEVELS OF**
12 **FLOW-THROUGH BUSINESS RESALE?**

13 A. No. Even if all of Mr. Pate's assumptions had been correct, which they were
14 not, his exercise only increased the maximum possible flow-through for TAG
15 from 37% to a still-unacceptable rate of 56%, and EDI from 28% to a
16 similarly unacceptable flow-through rate of 56%. These inflated numbers,
17 which indicate that orders fall out almost half the time, still stand in stark
18 contrast to the 100% flow through potential for BellSouth's own orders.

19
20 **Q. IN THE PAST MR. PATE HAS ASSERTED THAT OVERALL FLOW**
21 **THROUGH RATES ARE SKEWED BECAUSE A SMALL NUMBER**
22 **OF CLECS ARE DOMINANT VOLUME USERS OF THE**

1 **ELECTRONIC INTERFACES. IS HIS ARGUMENT ACCURATE OR**
2 **RELEVANT?**

3 A. No. It makes no difference if BellSouth is discriminating against one user
4 who provides 100% of the volume, or 100 users who each contribute 1% of
5 the volume. If the overall rate of manual fallout and BellSouth-caused
6 system failures is unacceptable, there is no doubt that BellSouth has treated
7 the CLEC industry in a discriminatory manner.

8
9 The data Mr. Pate uses to identify the “dominant volume users” are public. I
10 should point out, however, that in the past Mr. Pate has been less than
11 thorough in his explanation of this data and the application of available
12 knowledge about individual CLECs.

13
14 For example, totaling the number of individual horizontal lines, as Mr. Pate
15 has suggested, will overstate the number of users of a given interface for a
16 given product. For example, AT&T, as a user of EDI, may appear in the
17 Business Report two times, in the UNE Report three times, in the LNP
18 Report two times, and in the Residence Report two times in any given month.
19 I am certain the same is true for other CLECs.

20
21 Thus, in addition to being irrelevant, Mr. Pate’s conclusions, which are based
22 on incomplete data, are wrong and misleading.

23

1 **Q. PLEASE SUMMARIZE YOUR RESPONSE TO MR. PATE'S**
2 **TESTIMONY REGARDING THE EQUIVALENT FUNCTIONALITY**
3 **ISSUE (ISSUE 18).**

4 A. Mr. Pate offers contradictory views on this issue. He first states that these
5 long-outstanding issues should go through change control, then says that non-
6 discriminatory access does not require that BellSouth provide them, and then
7 finally tries to persuade this Authority with easily refuted evidence that
8 BellSouth is already providing similar treatment to CLECs as it provides
9 itself. However, as is illustrated in my responses above, this is not accurate,
10 and BellSouth is continuing its long-standing discrimination against CLECs
11 in the areas of CSR parsing, electronic order submission, and order flow-
12 through.

13
14 **Q. WHAT DOES AT&T REQUEST THAT THE AUTHORITY ORDER**
15 **REGARDING THIS ISSUE?**

16 A. AT&T is asking that the Authority order BellSouth to provide equivalent
17 functional capability by providing parsed CSRS, the ability for all orders to
18 be submitted electronically, and flow-through equal to that which BellSouth
19 provides itself. BellSouth should be ordered to provide these capabilities
20 within 12 months of the Authority's order.

21

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

4
5 **Q. AT&T HAS REQUESTED THAT BELL SOUTH PROVIDE FULL**
6 **TAFI AND WFA FUNCTIONALITY VIA EBI/ECTA. HAS**
7 **BELL SOUTH AGREED TO DO SO?**

8 A. No. BellSouth argues that it already provides CLECS with non-
9 discriminatory access to maintenance and repair OSS functions through TAFI
10 and the ECTA Gateway, so it should not be required to meet AT&T's
11 request.

12
13 **Q. DO YOU AGREE WITH BELL SOUTH'S ASSERTION?**

14 A. No, and neither has the FCC. As I describe in my direct testimony, the FCC
15 concluded that none of BellSouth's repair and maintenance interfaces provide
16 competitors with OSS functionalities equivalent to BellSouth's own
17 capabilities. FCC Second Louisiana Order para 148.

18
19 Mr. Pate makes an unsubstantiated claim on page 91 of his testimony that
20 BellSouth "provides CLECs with electronic access to its maintenance and
21 repair OSS in a manner that far exceeds what is provided by the Web-based
22 graphical user interface ("GUI") that Bell Atlantic had in place when is was
23 approved by the FCC." This is irrelevant, given the FCC's specific finding

1 regarding the insufficiency of the maintenance and repair OSS BellSouth
2 makes available to CLECs.

3

4 **Q. PLEASE DISCUSS THE INSUFFICIENCIES OF THE ACCESS**
5 **PROVIDED BY BELL SOUTH TO ITS MAINTENANCE REPAIR**
6 **OSS.**

7 A. BellSouth provides two options for electronic trouble reporting: Trouble
8 Analysis Facilitation Interface (“TAFI”) and the Electronic Communication
9 Trouble Administration (“ECTA”). As I describe in detail in my direct
10 testimony, TAFI provides the broader array of functionality, but is a human-
11 to-machine interface. ECTA, on the other hand, can be integrated into CLEC
12 systems, but provides only a limited set of functionalities for any type of
13 service. CLECs are denied the ability to access the functionality of TAFI and
14 integrate it into other systems, as BellSouth can. Therefore, BellSouth is not
15 providing non-discriminatory access.

16

17 **Q. YOU HAVE STATED THAT BELL SOUTH HAS INTEGRATED TAFI**
18 **INTO ITS OTHER SYSTEMS, BUT MR. PATE IMPLIES THAT TAFI**
19 **IS NOT INTEGRATABLE. HOW CAN THIS AUTHORITY**
20 **DETERMINE WHO IS CORRECT?**

21 A. Mr. Pate appears to indicate that the TAFI interface can be integrated by
22 neither BellSouth nor CLECs, thus leading a casual reader to conclude that
23 BellSouth and CLECs share equivalent and nondiscriminatory access to

1 TAFI. A careful reading of Mr. Pate's testimony, however, reveals that this
2 simply is not the case. BellSouth can indeed integrate the TAFI interface
3 with its systems, with the exception of its "sales and marketing systems."

4
5 This Authority also should note that Mr. Pate's testimony herein appears to
6 contradict BellSouth's position in its second Louisiana 271 application before
7 the FCC. There, BellSouth "conceded" that it failed to offer
8 nondiscriminatory access to TAFI functionalities:

9 "We also note that BellSouth concedes that it derives
10 superior integration capabilities from TAFI than the
11 capabilities offered to competitors. BellSouth states
12 that TAFI is a 'human to machine interface' meaning
13 that new entrants using TAFI cannot integrate it with
14 the new entrant's own back office
15 systems....BellSouth, on the other hand, is able to take
16 advantage of its own TAFI system's capability of
17 'automatically interacting with other systems as
18 appropriate' and its customer service representatives
19 need not duplicate their efforts in the same way. In
20 other words, TAFI is integrated with BellSouth's other
21 back office systems."
22

23 FCC Second Louisiana Order, para. 151, emphasis added.

24

25 **Q. ON PAGE 95 OF HIS TESTIMONY, MR. PATE CLAIMS "IF TAFI**
26 **FUNCTIONALITY WAS BUILT INTO ECTA, THEN ECTA WOULD**
27 **NO(T) LONGER BE (A) STANDARDS BASED INTERFACE." IS**
28 **THIS CORRECT?**

29 A. No. This is a tired and irrelevant red herring that BellSouth has raised now
30 for over four years. Industry standards are guidelines - providing

1 functionality over and above the guideline does not violate it, in fact doing so
2 is one of the key methods by which the guidelines are expanded and
3 improved. A number of parties using an interface based on industry
4 standards modify the interface to have more functionality or operate more
5 efficiently and then submit their work and the evidence of its value to the
6 industry for consideration as an improvement to the standard. In fact, AT&T
7 and BellSouth have presented such joint modifications of industry standards
8 to the industry in the past.

9
10 Further it is important to remember, just as I discussed above in Issue 15, that
11 although the use of industry standards can meet the needs of a competitive
12 local exchange market¹⁷, lack of industry standards does not excuse an
13 incumbent LEC from meeting its obligation to provide nondiscriminatory
14 access to OSS functions.¹⁸ Similarly, deploying an interface that merely
15 adheres to industry standards is not sufficient to demonstrate
16 nondiscriminatory access. A BOC must provide nondiscriminatory access to
17 its OSS functions irrespective of the existence of, or whether it complies
18 with, industry standards.¹⁹

19
20 **Q. PLEASE SUMMARIZE YOUR RESPONSE TO MR. PATE'S**
21 **TESTIMONY ON THIS ISSUE.**

¹⁷ FCC Ameritech Order ¶ 217; FCC BA-NY Order ¶ 88

¹⁸ FCC South Carolina Order ¶ 121, n. 362.

¹⁹ FCC Louisiana II Order ¶ 137.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF RONALD M. PATE
3 BEFORE THE NORTH CAROLINA PUBLIC UTILITIES COMMISSION
4 DOCKET NO. P-140, SUB 73 & P-646, SUB 7
5 MAY 26, 2000

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. AND YOUR BUSINESS ADDRESS.

9
10 A. My name is Ronald M. Pate. I am employed by BellSouth
11 Telecommunications, Inc. ("BellSouth") as a Director, Interconnection
12 Services. In this position, I handle certain issues related to local
13 interconnection matters, primarily operations support systems ("OSS").
14 My business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.

16
17 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

18
19 A. I graduated from Georgia Institute of Technology in Atlanta, Georgia, in
20 1973, with a Bachelor of Science Degree. In 1984, I received a Masters of
21 Business Administration from Georgia State University. My professional
22 career spans over twenty-five years of general management experience in
23 operations, logistics management, human resources, sales and marketing.

PROMULGATED BY THE FCC FOR CHANGE MANAGEMENT. WHAT
IS YOUR RESPONSE?

A. I have listed these "guidelines" in a table format that follows and stated whether BellSouth's change control process meets those guidelines. I have also provided comments on each of Mr. Bradbury's and BellSouth's compliance with them as appropriate.

Bradbury Guideline	BellSouth's Change Management	Comments
CLP participation	Yes	
Procedures documentation	Yes	
Prioritization and stratification of changes	Yes	
Schedules for notifications	Yes	
A testing environment and minimum 30 day test window new releases	Yes/No	BellSouth offers a test environment for Beta and New Carrier Testing; BellSouth does not currently offer a minimum 30 day test window for new releases. This issue will be discussed below.
A go/no go decision	Yes	
Versioning of releases (maintaining the old version of an interface along with the new)	Yes	
Memorialization of the process, including a means by which the process can be modified	Yes	
Dispute resolution process for CLPs, specific to change management disputes	Yes	
Followed consistently over time	Yes	
Subject to regulatory oversight (which includes enforcement)	Yes/No	BellSouth is negotiating with CLPs, including AT&T, to include compliance with the CCP in interconnection agreements. This will make it binding on the CLP and BellSouth. The dispute resolution process included in the CCP includes referral to state regulatory commissions

AT&T's
Proposed Contract Language addition for AT&T/BellSouth Interconnection Agreement:
November 21, 2000

Procedures for Selective Carrier Routing Footprint Implementation.

General

- 3.20.1 In order for BellSouth to provide branded or unbranded Operator Services and/or Directory Assistance ("OS/DA"), any of three technologies may be elected by AT&T; (1) Selective Carrier Routing using the BellSouth Advanced Intelligence Network (AIN) platform; (2) Selective Carrier Routing using a Line Class Code (LCC) platform; or (3) Originating Line Number Screening (OLNS). Custom Branding for Directory Assistance is not available for certain classes of service, such as: Hotel/Motel, WATS, cellular type 1, and certain PBX services. AT&T may also elect to have BellSouth provision Alternative Operator Services Routing (AOSR) to AT&T using AIN or LCC technologies. The parties anticipate that Line Class Codes unique to AT&T will be required when AT&T purchases local switching using UNE ports for all three technologies (AIN, LCC, and OLNS), and may be requested when AT&T purchases local switching as a reseller.
- 3.20.2 LCCs and the trunking arrangements required to implement AT&T's chosen technology and OS/DA routing options shall be ordered through the BellSouth Account Team dedicated to AT&T ("Account Team"). BellSouth shall provide AT&T with all of the appropriate ordering forms and written methods and procedures required to identify to BellSouth, in a single submission, the entirety of AT&T's request for its choices of technology and routing options. Such forms and written methods and procedures include, but are not limited to, the Selective Routing Ordering Document, the Selective Routing End Office Detail Form, the CLEC Branding Questionnaire, the Network Design Request, Trunk Order Forms, etc., and are attached as Exhibit ☒ to this Attachment.
- 3.20.3 For each request for a selective carrier routing footprint, AT&T shall provide a single submission, using the forms identified in Section 3.20.2. AT&T shall identify the BellSouth end offices where it would like to offer end user service; describe each set of end user call blocking restrictions, each set of call routing instructions, and each class of service to be offered by AT&T; and provide a forecast of call volumes for each end office. BellSouth shall verify the Line Class Code capacity for the end offices identified by the AT&T. Within two weeks of receiving the request from AT&T, the BellSouth Account Team shall notify AT&T in writing whether the Line Class Code and Selective Carrier Routing request can be satisfied and shall commit to a due date for completion of the project.
- 3.20.4 In the event that BellSouth finds that Line Class Code capacity does not exist for a given end office, BellSouth shall provide without charge one of the following options in that end office according to the following preferred order:

OLNS - AT&T Branded;
OLNS - Unbranded;
AIN - AT&T Branded;
AIN - Unbranded; or
BellSouth Branded.

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This "fallback" option shall be provided without charge until the end office LCC capacity problem is relieved.

- 3.20.5 BellSouth shall program the LCCs to meet AT&T's request in the end offices identified by AT&T. At the same time, BellSouth shall update all databases, including any look-up tables, necessary to accept and process AT&T-submitted LSRs as described in Section 3.30 of this Attachment.
- 3.20.6 The rates for Line Class Codes are set forth in Exhibit C of this Attachment. These charges include non-recurring charges to build and program the Line Class Codes in each end office for each serving TOPS Tandem.

AT&T-branded BellSouth OS/DA

- 3.20.7 Where BellSouth is providing local switching to AT&T, and where BellSouth is providing AT&T-branded OS/DA through selective carrier routing using Line Class Code technology, AT&T's end user traffic is routed to a dedicated trunk group uniquely identified by LCC instructions.
- 3.20.8 If Line Class Code capacity exists within the end offices identified by the AT&T, and AT&T has requested AT&T-branded OS/DA, AT&T will order the required dedicated trunks from the desired BellSouth end office to the BellSouth TOPS Tandem. Separate trunk groups are required for Operator Services and for Directory Assistance. AT&T shall prepare and submit the Selective Routing Ordering Document, Selective Routing Detail forms, CLEC Branding Questionnaire, Network Design Request and Trunk Order forms to the BellSouth Account Team, which shall review such documents and request any further information that may be necessary within 3 business days of receipt. AT&T shall verify and provide any information requested by BellSouth. No later than one day after the determination made in 3.20.3 above, the BellSouth Account Team will submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator; the CLEC Branding Questionnaire to BellSouth Operator Services Organization; and the Network Design Request and Trunk Order forms to the Interconnection Trunking Center.
- 3.20.9 The intervals from the determination made in 3.20.3 above to provide up to 20 LCCs per end office using this process are as follows: 30 days for up to 100 end offices, 60 days for 101-200 end offices, and 90 days for over 200 end offices. If AT&T requests more than 20 LCCs for each end office, the parties shall negotiate the appropriate intervals. The interval to provide dedicated trunking is 30 calendar days for all trunks per end office. BellSouth shall simultaneously build LCCs and install trunks for a given end office and BellSouth translations shall point the codes to the appropriate trunk groups for testing at the end of the applicable LCC build interval. If LCCs have been requested for more than one end office in a single order, AT&T may specify the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.

Unbranded OS/DA

- 3.20.10 Where BellSouth is providing local switching to AT&T, and where BellSouth is providing unbranded OS/DA through selective carrier routing using LCC technology, AT&T's end user traffic is routed to a trunk group(s) installed by BellSouth.

- 3.20.11 If LCC capacity exists within the end offices identified by AT&T, BellSouth shall order the trunk groups necessary to carry the unbranded Operator Services traffic to each TOPs tandem. The interval for the installation of the trunk groups and associated LCCs shall be 30 calendar days from the determination made in 3.20.3 above, for each TOPS tandem. The number of trunk groups required shall be based upon the forecast of traffic volume received from AT&T and may affect the provisioning interval. If so, BellSouth shall promptly notify AT&T. A separate trunk group is required for Operator Assistance and for Directory Assistance. AT&T shall prepare and submit the Selective Routing Ordering Document, Selective Routing Detail forms, CLEC Branding Questionnaire, and Network Design Request forms to the BellSouth Account Team, which shall review such documents and request any further information that may be necessary within 3 business days of receipt. AT&T shall provide and verify any information requested by BellSouth. No later than one day after the determination made in 3.20.3 above, the BellSouth Account Team will submit the Selective Routing Ordering Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator; the CLEC Branding Questionnaire to BellSouth Operator Services Organization; and the Network Design Request and Trunk Order forms to the Interconnection Trunking Center.
- 3.20.12 The intervals from the determination made in 3.20.3 above to provide up to 20 LCCs per end office using this process are as follows: 30 days for up to 100 end offices, 60 days for 101-200 end offices, and 90 days for over 200 end offices. If AT&T requests more than 20 LCCs for each end office, the parties shall negotiate the appropriate intervals. The interval to provide BellSouth trunking is 30 calendar days for all trunks per end office. BellSouth shall simultaneously build LCCs and install trunks for a given end office and BellSouth translations shall point the codes to the appropriate trunk groups for testing at the end of the applicable LCC build interval. If LCCs have been requested for more than one end office in a single order, AT&T may specify the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.

Alternative Operator Services Routing

- 3.20.13 Where BellSouth is providing the local switching to AT&T, and where AT&T is utilizing an Alternative Operator Services Provider through selective carrier routing using LCC technology, AT&T's end user traffic will be routed to a dedicated trunk group, which shall be provisioned in accordance with BellSouth's and the Alternate Operator Service Provider's requirements, from the desired BellSouth End Offices to the Alternative Operator Services Point of Interface. Such dedicated trunking may also utilize BellSouth tandem switching as a means of aggregating end office traffic to an efficient tandem trunk group. Should BellSouth implement tandem trunking in its own OS/DA network, and it is technically feasible to do so, AT&T may elect to have its tandem routed OS/DA traffic carried over these same BellSouth trunks from the end office to the tandem.
- 3.20.14 If Line Class Code capacity exists within the end offices identified by AT&T, and AT&T has requested an Alternate Operator Services Routing, AT&T shall order the required dedicated Trunks from the desired BellSouth end offices to the Alternative Operator Services Provider Point of Interface. AT&T shall prepare and submit the Selective Routing Ordering Document, Selective Routing Detail forms, Network Design Request and Trunk Order forms to the BellSouth Account Team, which shall review such documents and request any further information that may be necessary within 3 business days of receipt. AT&T shall verify and provide any information requested by BellSouth. No later than one day after the determination made in 3.20.3 above, the BellSouth Account Team will submit the Selective Routing Ordering

Document and the Selective Routing End Office Detail forms to the Line Class Code Administrator; and the Network Design Request and Trunk Order forms to the Interconnection Trunking Center.

- 3.10.15 The intervals from the determination made in 3.20.3 above to provide up to 20 LCCs per end office using this process are as follows: 30 days for up to 100 end offices, 60 days for 101-200 end offices, and 90 days for over 200 end offices. If AT&T requests more than 20 LCCs for each end office, the parties shall negotiate the appropriate intervals. The interval to provide dedicated trunking is 30 calendar days for all trunks per end office. BellSouth shall simultaneously build LCCs and install trunks for a given end office and BellSouth translations shall point the codes to the appropriate trunk groups for testing at the end of the applicable LCC build interval. If LCCs have been requested for more than one end office in a single order, AT&T may specify the order in which BellSouth shall implement the end offices. BellSouth may assign a Project Manager to ensure timely and accurate implementation.
- 3.20.16 Where AT&T is using an Alternative Operator Services Provider, AT&T, may at its option, order dedicated trunks between its Alternative Operator Services Provider's Point of Interface and the BellSouth Operator Services Platform. If AT&T elects to install said dedicated trunks, AT&T's Operators may provide verify busy line or line interruption services on numbers located in the BellSouth Switch at the rates set forth in Exhibit C.

Procedures for Selective Carrier Routing Customer-Specific Electronic LSR Ordering

- 3.30.1 All AT&T OS/DA calls originated from a customer in an end office where BellSouth is providing the local switching to AT&T and where AT&T has requested only a single customized OS/DA routing option, shall be routed to that option by BellSouth following the submission of AT&T's LSR without the need for AT&T to provide any indication of the routing on the LSR. BellSouth shall accept LSRs electronically and shall not subject them to any human intervention associated with implementation of customized OS/DA routing, regardless of which routing option is in use from that end office. Until such time as BellSouth is able to accept and process an electronic LSR as described in this section, AT&T may submit such orders manually, without additional charge, and BellSouth shall expedite such orders, without additional charge, to meet the due date offered for BellSouth branded OS/DA. Likewise should BellSouth implement a process that will accept an electronic LSR, but then subject that LSR to designed manual fallout, BellSouth shall expedite such orders, without additional charge, to meet the due date offered for BellSouth branded OS/DA.
- 3.30.2 Where BellSouth is providing local switching to AT&T, and where AT&T has requested more than one customized OS/DA routing in the end office serving AT&T's customer, AT&T's customer-specific LSR will provide an indicator identifying to BellSouth which routing to assign to the customer's port. This indicator will appear in the "Feature" field of the LSR and shall be the same for the selected option across all end offices in BellSouth's nine-state region. (For example, the single indicator "UB/BLS" could identify the Unbranded at BellSouth option, the single indicator "CB/BLS" could identify the CLEC Branded at BellSouth option, and the single indicator "C/AOSR" could identify the Alternative Operator Services Routing option.)
- 3.30.3 Where BellSouth is providing local switching to AT&T, and where AT&T has requested more than one customized OS/DA routing option in the end office serving AT&T's customer, BellSouth shall accept AT&T's LSRs providing the indication of which option to apply to a

specific customer electronically and shall not subject the LSR to any human intervention associated with the implementation of customized OS/DA routing. This shall be true regardless of the option indicated. Until such time as BellSouth is able to accept and process an electronic LSR as described in this section, AT&T may submit such orders manually, without additional charge, and BellSouth shall expedite such orders, without additional charge, to meet the due date offered for BellSouth branded OS/DA. Likewise should BellSouth implement a process that will accept an electronic LSR, but then subject that LSR to designed manual fallout, BellSouth shall expedite such orders, without additional charge, to meet the due date offered for BellSouth branded OS/DA.

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**BellSouth-GA OSS Testing Evaluation
CLEC Status Meeting Minutes
October 18, 2000**

Meeting Location: Call in (877-348-1354 pass code: 75113#)
Time: 2:00 PM

Meeting Attendees	Organization
Sharon Norris Jay Bradbury Cheryl Bursh	AT&T
Kathy Wilson-Chu	BLS
Anu Seam	DOJ
Dennis Sewell	GPSC
Bill Atkinson	Sprint
John Rubino Claudia Earls	Z-Tel
Adina Brownstein	KPMG Consulting LLC
Brian Rutter	KPMG Consulting LLC
Jeff Johnson	KPMG Consulting LLC
Nicole Giugno	KPMG Consulting LLC
Larry Freundlich	KPMG Consulting LLC
Steve Strickland	KPMG Consulting LLC
Terry Trudgian	KPMG Consulting LLC
David Frey	KPMG Consulting LLC
Rob Elgie	KPMG Consulting LLC

Meeting Summary:**I. Pre-Ordering, Ordering & Provisioning (Nicole Giugno/Adina Brownstein):****Status:**

- KCL is nearing the end of the functional re-test. KCL has been awaiting assistance from one CLEC regarding submission of LNP orders. KCL requested that AT&T take the place of the CLEC that has been delaying the process and AT&T agreed to do this. KCL to contact ATT to discuss specific facility requirements.
- KCL is issuing a new draft exception regarding missing CNs.
- KCL is sending an amended exception regarding FOC Due Date Accuracy/Timeliness.
- LNP orders—some repeat error messages being received.
- KCL and BLS continue to review the functional re-test issues identified during previous meetings, including missing CNs, due date accuracy and flow-through status of orders sent during the re-test.
- KCL/HP completed upgrade to TAG, Version 2.2.11 and conducted re-tests. The Confirmed Due Date (CDD) functionality for processing Number

**BellSouth-GA OSS Testing Evaluation
CLEC Status Meeting Minutes
October 18, 2000**

Portability-related due date requests has been working properly in the re-tests completed thus far.

- Re-testing continues for O&P 5.
- For xDSL, KCL is finalizing the manual test orders and expects to conclude this by the end of the week. A small number of orders are being dealt with at the Help Desk.

Questions:

- AT&T asked if statistical measurements were used to arrive at the judgment of "Satisfied" for Exception 24 (Amended).
- KCL responded that statistical measurements were used to make this judgment.

II. Billing (Van Howard):

Status:

- As reported previously, KCL has completed its UNE DUF re-test analysis, and will include its findings in the final report.

Questions:

- AT&T asked a question pertaining to Exception 28 (2nd Amended).
- KCL responded that its domain lead was not present but would attend next week's call.
- AT&T and the DoJ asked if KCL would be conducting re-tests for previously closed exceptions (e.g. Exception 29 Closure Report) based on the revised standards issued by the GPSC.
- KCL responded that it used the June 6th standards as directed by the GPSC for KCL's tests. KCL stated that any additional re-testing because of revised standards would be at the discretion of the GPSC. The GPSC stated it would discuss the question internally and respond at a later date.
- AT&T, referring to Exception 35 BLS 3rd Amended Response, asked how BLS plans to deal with the problem in the interim until it installs a system enhancement at some point in the future.
- BLS responded that it would research the issue and contact AT&T with the answer.
- AT&T, referring to Exception 35, asked if KCL was going to conduct a new set of re-tests because the data used in the previous test was now too old to use.
- KCL will confirm if re-testing for this exception had already been conducted previously, and will respond next week.
- AT&T, referring to Exception 94 BLS Response (dated August 18), questioned the content of the EODUF stating that they expected to see all switch recordings in the EODUF. KCL's interpretation of results is that per BLS documentation, the intended content of the EODUF is local call detail on flat-rated lines.

**BellSouth-GA OSS Testing Evaluation
CLEC Status Meeting Minutes
October 18, 2000**

-
- KCL will be prepared to discuss the EODUF issue further next week, if necessary.
 - AT&T, referring to Exception 103 BLS 2nd Amended Response, questioned how KCL received 8 calls from BLS when it was only expecting 7.
 - KCL responded that they will revisit the latest version of the exception and be prepared to discuss in detail next week.

III. Maintenance and Repair (Rob Elgie for Greg Pulaski):

Status:

- KCL's maintenance and repair tests have been completed.

Questions:

- Z-Tel asked KCL a question about testing for trouble tickets.
- KCL gave a response (note: full question and response were unavailable for the minutes).
- DoJ asked KCL a question about hot-cuts.
- KCL gave a response (note: full question and response were unavailable for the minutes).

IV. Metrics (Larry Freundlich):

Status:

- KCL continues replication re-testing activities.
- KCL continues scheduled replication and data comparison test activities for September.
- KCL continues data integrity re-testing activities.

Questions:

- AT&T asked if KCL had all the answers to the questions it had raised with KCL in a phone call earlier in the week.
- KCL responded that it is waiting for some data from BLS and still investigating.

V. Change Management (Brian Rutter):

Status:

- KCL attended and observed the BLS/CLEC Change Control Process improvement meeting conducted on October 17th. KCL reported that the meeting appeared to be highly productive.
- KCL received and is reviewing a BLS amended response to an observation it issued.

**BellSouth-GA OSS Testing Evaluation
CLEC Status Meeting Minutes
October 18, 2000**

-
- For the CM-2 test, BLS has provided answers to certain of specific questions that KCL has asked. KCL is awaiting answers to several remaining questions.

Questions:

- AT&T asked how much longer KCL will continue its evaluation of change management.
- KCL responded that it is likely to continue through the duration of KCL's overall OSS – GA evaluation engagement.
- AT&T asked if KCL has a list of open items related to its change management evaluation.
- KCL identified two examples that remain under specific evaluation: 1) the resolution of the CCP's Type 6 defect/expedite process, which still remains in draft status; and 2) the ongoing, day-to-day execution of and use of the CCP.

VI. Capacity Management (Jeff Johnson):

Status:

- POP 15 is complete.
- For POP 16, KCL is reviewing BLS additional documentation received October 12, as well as BLS' third amended response to Exception 108.

Questions:

- No questions were asked.

VII. Flow-Through Steve Strickland:

Status:

- KCL is re-opening Exception 21, which it had previously issued a closure statement for, based upon newly learned information relating to the original exception.

Questions:

- There were no questions asked.

VIII. Exceptions (Rob Elgie):

Status:

KCL gave the following update about the status of the exception process:

- KCL forwarded a draft exception to BLS for response.
- KCL forwarded a Statement of Re-Opening for Exception 21 to BLS.
- KCL forwarded Exception 60 (Amended) to BLS and expects to file it shortly with the GPSC.

^ SR 271 Library

From: jrwilliamson@att.com
Sent: Monday, June 05, 2000 1:50 PM
To: sr271lib@lga.att.com
Subject: FW: Interim Change Control Process

Importance: High

-----Original Message-----

From: sandra k evans [mailto:sandra.k.evans@mail.sprint.com]
Sent: Tuesday, April 18, 2000 5:06 PM
To: sharon.arnett@openmail.mail.sprint.com; BellSouth@quintessent.net;
brian.powers@onepointcom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cecilia.ortiz@adelphiacom.com;
Change.Control@bridge.bellsouth.com; cheryl@eatel.com;
CPolizzotti@northpoint.net; Craig.B.Douglas@MCI.com;
Craig@exceleron.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com; dfoust@deltacom.com; dlasher@eftia.com;
DoBeck@Mediaone.com; donnas@intetech.com; dpetry@ix.netcom.com;
drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
epadfield@nextlink.com; sandra.k.evans@openmail.mail.sprint.com;
evdoty@nextlink.com; Gary@CSII.net; generalq@cris.com;
george@accesscomm.com; jason.estep@adelphiacom.com; Jdavid4715@aol.com;
JDoherty@accessone.cc; jeffrey@cellularsouth.com; jhoze@kmctelecom.com;
JMMMaxwell@intermedia.com; Williamson, Jill R, NCAM; Wilson Jr, Jack T
(Tom), BGM; kelley.dunne@onepointcom.com; khudson@nextlink.com;
Kimberly.O.Williams@MCI.com; kmiller@northpointcom.com;
kschwart@covad.com; lhall@floridadigital.net; Lminasola@Mediaone.com;
Lorraine.Watson@wcom.com; Mark.E.Turner@MCI.com;
mconquest@itcdeltacom.com; microsun@bellsouth.net; mubeen@nightfire.com;
Nicole.Moorman@adelphiacom.com; PBarker@aol.com; PBohn@Mediaone.com;
Pkinghorn@eztalktelephone.com; rbuffa@interloop.net;
rlthompson@nextlink.com; RSchell@rhythms.net; Sandrajf@intetech.com;
sbowling@caprock.com; shane@eatel.com; sharon.russo@btitele.com;
sienning@nowcommunications.com; smason@interloop.net;
srober@kmctelecom.com; steve.taff@allegiancetelecom.com;
TAYLORJG@LCI.COM; tbrooks@mantiss.com; TLA@magicnet.net;
tmontemayer@mantiss.com; Todd@CSII.net; tvercellotti@mantiss.com;
Tyra.Colbert@wcom.com; wmknapek@intermedia.com; wmontano@uslec.com;
wolfsbrg@cris.com; WWalker@mantiss.com
Cc: jim.a.lenihan@openmail.mail.sprint.com
Subject: Interim Change Control Process
Importance: High

Change Control,

Due to past experience with BellSouth's Change Management Process, Sprint does not agree with the New/Interim Change Control Process becoming a baseline at the end of 3 months without a review. The original Change Management Process formed a Steering Committee for the purpose of reviewing the process and suggest changes. Few of the requested changes were implemented. Currently there is no way to introduce changes to the process. The new process eliminates the Steering Committee without creating a User's Forum or some other means for CLECs to request changes to the CCP.

Sprint does not agree with the following processes included in the New/Interim Change Control Process:

- Definition of a defect versus feature changes.
- Lack of testing support and environment.
- Lack of a solid question resolution process.
- The dispute Resolution Process needs re-defined.

TRA Docket No. 00-00079

JMB-R4

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- Carrier Notifications process. An email should also be included in these type of notifications.
- Retirement of systems.
- Interval of Type 2-5 notifications are too long.

Again Sprint cannot agree to this New/Interim Change Control process as long as the above issues remain open and no resolution process in place to work through these and future issues.

Sandy Evans
Product Manager
Sprint National Integrated Services
913-433-8499

^ SR 271 Library

From: jrwilliamson@att.com
Sent: Monday, June 05, 2000 1:52 PM
To: sr271lib@lga.att.com
Subject: FW: Update on Pending Change Requests

-----Original Message-----

From: sandra k evans [mailto:sandra.k.evans@mail.sprint.com]
Sent: Thursday, March 23, 2000 3:20 PM
To: sharon.arnett@openmail.mail.sprint.com;
brian.powers@onepointcom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; Change.Control@bridge.bellsouth.com;
cheryl@eatel.com; CPolizzotti@northpoint.net; Craig.B.Douglas@MCI.com;
Craig@exceleron.com; dbraun@adelphia.com; Debra.Pasquale@btitele.com;
dfoust@deltacom.com; dlasher@etia.com; DoBeck@Mediaone.com;
donnas@intetech.com; dpetry@ix.netcom.com; drodrigu@accessone.cc;
sandra.k.evans@openmail.mail.sprint.com; Gary@CSII.net;
generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
Jdavid4715@aol.com; JDoherty@accessone.cc; jeffrey@cellularsouth.com;
jhoze@kmctelecom.com; JMMMaxwell@intermedia.com;
JOSEPH.ONEAL@adelphiacom.com; Williamson, Jill R, NCAM; Wilson Jr, Jack
T (Tom), BGM; kelley.dunne@onepointcom.com; Kimberly.O.Williams@MCI.com;
kmiller@northpointcom.com; lhall@floridadigital.net;
Lminasola@Mediaone.com; Mark.E.Turner@MCI.com;
mconquest@itcdeltacom.com; microsun@bellsouth.net;
Nicole.Moorman@adelphiacom.com; PBarker@aol.com; PBohn@Mediaone.com;
Pkingbom@extalktelephone.com; Sandrajf@intetech.com;
sbowling@caprock.com; shane@eatel.com; sharon.russo@btitele.com;
sjenning@nowcommunications.com; srober@kmctelecom.com;
steve.taff@allegiancetelecom.com; TAYLORJG@LCI.COM; tbrooks@mantiss.com;
TLA@MAGICNET.NET; tmontemayer@mantiss.com; Todd@CSII.net;
tvercellotti@mantiss.com; Tyra.Colbert@wcom.com;
wmknapke@intermedia.com; wmontano@uslec.com; wolfsbrg@cris.com;
WWalker@mantiss.com
Cc: jim.a.lenihan@openmail.mail.sprint.com
Subject: RE: Update on Pending Change Requests

Change Control Team,

Sprint concurs with AT&T that the below examples should be treated as a Defect. The possibly of delaying or completely shutting down the electronic process of the order flow is detrimental to the CLEC. If a manual work around is suggested or used until the electronic process is corrected, the impact to both the CLEC and BST is great. The manual processes require more time, headcount, and allows for more errors. This is not acceptable to Sprint. Thus the below examples should be treated as a Defect and requiring the same resolution timeframe as a Defect.

Sandy Evans
Product Manager II
Sprint National Integrated Services
913-433-8499

-----Original Message-----

From: jrwilliamson [SMTP:jrwilliamson@att.com]
Sent: Thursday, March 23, 2000 12:14 PM
To: Change.Control; Arnett, Sharon A.; TLA; PBarker; PBohn;

TRA Docket No. 00-00079
JMB-R4
Page 3 of 11

sbowling; dbraun; tbrooks; bszafran; Tyra.Colbert;
mconquest; CPolizzotti; Jdavid4715; DoBeck; JDoherty;
Craig.B.Douglas; kelley.dunne; jason.estep; Evans, Sandra
K.; george; dfoust; generalg; lhall; jhoze; Craig;
sjenning; Sandrajf; Pkingborn; wmknapek; dlasher;
JMMaxwell; c.and.m; Gary; Todd; kmiller; Lminasola;
wmontano; tmontemayer; Nicole.Moorman; JOSEPH.ONEAL;
Debra.Pasquale; dpetry; brian.powers; microsun; cheryl;
jeffrey; srober; drodrigu; sharon.russo; brutter; shane;
donnas; steve.taff; TAYLORJG; Mark.E.Turner;
tvercellotti; WWalker; Kimberly.O.Williams; jtwilson2;
wolfsbrg

Cc: jrwilliamson

Subject: RE: Update on Pending Change Requests

Importance: High

Valerie,

In response to your update, I disagree on BellSouth's assessment of my requests for the following reasons.

DEF030100_002 (Pre-Order and Order Business Rule Discrepancies)
While BellSouth may not consider this a systems defect based on the fact that the systems was designed as such, I consider it a defect in the design of the system. For example, BellSouth may allow for 15 characters to be sent to me out of RSAG for a certain field, but only allows for 9 characters on the order. If RSAG gives me back a value greater than 9 (its designed to accommodate more), I cannot place a firm order because of the way the ordering system is designed. Regardless, I cannot send the order and my production is impacted.

DEF030200_001 (RPON Business Rules and Error Messages)
You hit on my point exactly when you stated that there is no business rule defined for rejecting RPON'd orders. BellSouth does not have any documented rules around RPON'ing of orders not does it have a reject code specifically for RPON'd orders. We've been told that we can relate the orders sequentially or relate all orders to the first order, but neither seems to generate a consistent result from BellSouth. We've been told that when BellSouth rejects one order in a group of RPON'd orders, it will reject all of the related orders. However, this does not always occur. Sometimes all of our orders are rejected and sometimes only one is rejected and the related PONs are FOC'd. In order for us to solidify our M&Ps and build consistency in our process, BellSouth must document its rules around RPON'ing of orders.

Sincerely,

Jill Williamson
AT&T Local Services and Access Management

TRA Docket No. 00-00079
JMB-R4
Page 4 of 11

-----Original Message-----

From: Change.Control@bridge.bellsouth.com
[mailto:Change.Control@bridge.bellsouth.com]

Sent: Wednesday, March 22, 2000 5:20 PM

To: sharon.arnett@mail.sprint.com; TLA@MAGICNET.NET; PBarker@aol.com;
PBohn@Mediaone.com; sbowling@caprock.com; dbraun@adelphia.com;
tbrooks@mantiss.com; bszafran@covad.com; Tyra.Colbert@wcom.com;
mconquest@itcdeltacom.com; CPolizzotti@northpoint.net;
Jdavid4715@aol.com; DoBeck@Mediaone.com; JDoherty@accessone.cc;
Craig.B.Douglas@MCI.com; kelley.dunne@onepointcom.com;
jason.estep@adelphiacom.com; sandra.k.evans@mail.sprint.com;
george@accesscomm.com; dfoust@deltacom.com; generalg@cris.com;
lhall@floridadigital.net; jhoze@kmctelecom.com; Craig@excleron.com;
sjenning@nowcommunications.com; Sandraj@intetech.com;
Pkingbom@eztalktelephone.com; wmknapek@Intermedia.com;
dlasher@eftia.com; JMMMaxwell@Intermedia.com; c_and_m@bellsouth.net;
Gary@CSII.net; Todd@CSII.net; kmiller@northpointcom.com;
Lminasola@Mediaone.com; wmontano@uslec.com; tmontemayer@mantiss.com;
Nicole.Moorman@adelphiacom.com; JOSEPH.ONEAL@adelphiacom.com;
Debra.Pasquale@btitele.com; dpetry@ix.netcom.com;
brian.powers@onepointcom.com; microsun@bellsouth.net;
cheryl@eatel.com;
jeffrey@cellularsouth.com; srober@kmctelecom.com;
drodrigu@accessone.cc;
sharon.russo@btitele.com; brutter@kpmg.com; shane@eatel.com;
donnas@intetech.com; steve.taff@allegiancetelecom.com;
TAYLORJG@LCI.COM;
Mark.E.Turner@MCI.com; tvercellotti@mantiss.com; WWalker@mantiss.com;
Kimberly.O.Williams@MCI.com; Williamson, Jill R, NCAM; Wilson Jr,
Jack T
(Tom), BGM; wolfsbrg@cris.com
Subject: Update on Pending Change Requests

Attention CLECs:

Attached are updates on two pending change requests:

DEF030100_002 (Pre-Order and Order Business Rule Discrepancies)

This issue has been reclassified as a feature. The field
discrepancies
identified by this request were designed and implemented according to
the
original user requirements. BellSouth is investigating this change
for
implementation in a future release.

DEF030200_001 (RPON Business Rules and Error Messages)

This issue has been reclassified as a feature. There is not a
business
defined
where a related PON is rejected because one other or several others
that are
related are rejected. This issue has been referred to our
documentation
staff
for review.

We will keep you posted with the status. Please let us know if you
have any
questions.

TRA Docket No. 00-00079
JMB-R4
Page 5 of 11

Thanks,

Change Control Team

From: jrwilliamson@att.com
Sent: Monday, June 05, 2000 1:52 PM
To: sr271lib@lga.att.com
Subject: FW: Update on Pending Change Requests

-----Original Message-----

From: Tyra Colbert [mailto:tyra.colbert@wcom.com]
Sent: Thursday, March 23, 2000 3:16 PM
To: Williamson, Jill R, NCAM; Change.Control@bridge.bellsouth.com;
sharon.arnett@mail.sprint.com; TLA@MAGICNET.NET; PBarker@aol.com;
PBohn@Mediaone.com; sbowling@caprock.com; dbraun@adelphia.com;
tbrooks@mantiss.com; bszafran@covad.com; mconquest@itcdeltacom.com;
CPolizzotti@northpoint.net; Jdavid4715@aol.com; DoBeck@Mediaone.com;
JDoherty@accessone.cc; Craig.B.Douglas@wcom.com;
kelley.dunne@onepointcom.com; jason.estep@adelphiacom.com;
sandra.k.evans@mail.sprint.com; george@accesscomm.com;
dfoust@deltacom.com; generalg@cris.com; thall@floridadigital.net;
jhoze@kmctelecom.com; Craig@exceleron.com;
sjenning@nowcommunications.com; Sandrajf@intetech.com;
Pkingborn@eztalktelephone.com; wmknapek@Intermedia.com;
dlasher@eftia.com; JMMaxwell@Intermedia.com; c_and_m@bellsouth.net;
Gary@CSII.net; Todd@CSII.net; kmiller@northpointcom.com;
Lminasola@Mediaone.com; wmontano@uslec.com; tmonemayer@mantiss.com;
Nicole.Moorman@adelphiacom.com; JOSEPH.ONEAL@adelphiacom.com;
Debra.Pasquale@btitele.com; dpetry@ix.netcom.com;
brian.powers@onepointcom.com; microsun@bellsouth.net; cheryl@eatel.com;
jeffrey@cellularsouth.com; srober@kmctelecom.com; drodrigu@accessone.cc;
sharon.russo@btitele.com; brutter@kpmg.com; shane@eatel.com;
jonnas@intetech.com; steve.taff@allegiancetelecom.com; TAYLORJG@LCI.COM;
Mark.E.Turner@wcom.com; tvercellotti@mantiss.com; WWalker@mantiss.com;
Kimberly.O.Williams@wcom.com; Wilson Jr, Jack T (Tom), BGM;
wolfsbrg@cris.com
Subject: RE: Update on Pending Change Requests

Bell South Change Control,

I'm in agreement with AT&T (Jill Williamson) regarding this issue in that it needs to be handled as a priority. If the defect takes us out of business, it needs to be handled in an expeditious manner. If Bell South identifies a work around we should expect some reasonable timeframe to resolve the issue, not just "investigating for a future release".

Sincerely,

Tyra Colbert
MCI WorldCom

> -----Original Message-----

> From: Williamson, Jill R, NCAM [mailto:jrwilliamson@att.com]
> Sent: Thursday, March 23, 2000 1:14 PM
> To: Change.Control@bridge.bellsouth.com; sharon.arnett@mail.sprint.com;
> TLA@MAGICNET.NET; PBarker@aol.com; PBohn@Mediaone.com;
> sbowling@caprock.com; dbraun@adelphia.com; tbrooks@mantiss.com;
> bszafran@covad.com; Tyra.Colbert@wcom.com; mconquest@itcdeltacom.com;
> CPolizzotti@northpoint.net; Jdavid4715@aol.com; DoBeck@Mediaone.com;
> JDoherty@accessone.cc; Craig.B.Douglas@wcom.com;

> kelley.dunne@onepointcom.com; jason.estep@adelphiacom.com;
 > sandra.k.evans@mail.sprint.com; george@accesscomm.com;
 > dfoust@deltacom.com; generalg@cris.com; lhall@floridadigital.net;
 > jhoze@kmctelecom.com; Craig@excleron.com;
 > sjenning@nowcommunications.com; Sandrajf@intetech.com;
 > Pkingborn@eztaiktelephone.com; wmknapak@intermedia.com;
 > dlasher@eftia.com; JMMaxwell@intermedia.com; c_and_m@bellsouth.net;
 > Gary@CSII.net; Todd@CSII.net; kmiller@northpointcom.com;
 > Lminasola@Mediaone.com; wmontano@uslec.com; tmontemayer@mantiss.com;
 > Nicole.Moorman@adelphiacom.com; JOSEPH.ONEAL@adelphiacom.com;
 > Debra.Pasquale@btitele.com; dpetry@ix.netcom.com;
 > brian.powers@onepointcom.com; microsun@bellsouth.net; cheryl@eatel.com;
 > jeffrey@cellularsouth.com; srober@kmctelecom.com; drodrigu@accessone.cc;
 > sharon.russo@btitele.com; brutter@kpmg.com; shane@eatel.com;
 > donnas@intetech.com; steve.taff@allegiancetelecom.com; TAYLORJG@LCI.COM;
 > Mark.E.Turner@wcom.com; tvercellotti@mantiss.com; WWalker@mantiss.com;
 > Kimberly.O.Williams@wcom.com; Wilson Jr, Jack T (Tom), BGM;
 > wolfsbrg@cris.com
 > Subject: RE: Update on Pending Change Requests
 > Importance: High
 >
 >
 > Valerie,
 >
 > In response to your update, I disagree on BellSouth's assessment of my
 > requests for the following reasons.
 >
 > DEF030100_002 (Pre-Order and Order Business Rule Discrepancies)
 > While BellSouth may not consider this a systems defect based on the fact
 > that the systems was designed as such, I consider it a defect in
 > the design
 > of the system. For example, BellSouth may allow for 15 characters to be
 > sent to me out of RSAG for a certain field, but only allows for 9
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 > accommodate more), I cannot place a firm order because of the way the
 > ordering system is designed. Regardless, I cannot send the order and my
 > production is impacted.
 >
 > DEF030200_001 (RPON Business Rules and Error Messages)
 > You hit on my point exactly when you stated that there is no business rule
 > defined for rejecting RPON'd orders. BellSouth does not have any
 > documented
 > rules around RPON'ing of orders not does it have a reject code
 > specifically
 > for RPON'd orders. We've been told that we can relate the orders
 > sequentially or relate all orders to the first order, but neither seems to
 > generate a consistent result from BellSouth. We've been told that when
 > BellSouth rejects one order in a group of RPON'd orders, it will
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 > of the related orders. However, this does not always occur.
 > Sometimes all
 > of our orders are rejected and sometimes only one is rejected and the
 > related PONs are FOC'd. In order for us to solidify our M&Ps and build
 > consistency in our process, BellSouth must document its rules around
 > RPON'ing of orders.
 >
 > Sincerely,
 >
 > Jill Williamson
 > AT&T Local Services and Access Management
 >
 >

> -----Original Message-----

> From: Change.Control@bridge.bellsouth.com
> [mailto:Change.Control@bridge.bellsouth.com]
> Sent: Wednesday, March 22, 2000 5:20 PM
> To: sharon.arnett@mail.sprint.com; TLA@MAGICNET.NET; PBarker@aol.com;
> PBohn@Mediaone.com; sbowling@caprock.com; dbraun@adelphia.com;
> tbrooks@mantiss.com; bszatran@covad.com; Tyra.Colbert@wcom.com;
> mconquest@itcdeltacom.com; CPolizzotti@northpoint.net;
> Jdavid4715@aol.com; DoBeck@Mediaone.com; JDoherty@accessone.cc;
> Craig.B.Douglas@MCI.com; kelley.dunne@onepointcom.com;
> jason.estep@adelphiacom.com; sandra.k.evans@mail.sprint.com;
> george@accesscomm.com; dfoust@deltacom.com; generalg@cris.com;
> lhall@floridadigital.net; jhoze@kmctelecom.com; Craig@excleron.com;
> sjenning@nowcommunications.com; Sandrajf@intetech.com;
> Pkingborn@eztalktelephone.com; wmknapek@Intermedia.com;
> dlasher@eftia.com; JMMaxwell@Intermedia.com; c_and_m@bellsouth.net;
> Gary@CSII.net; Todd@CSII.net; kmiller@northpointcom.com;
> Lminasola@Mediaone.com; wmontano@uslec.com; tmonternayer@mantiss.com;
> Nicole.Moorman@adelphiacom.com; JOSEPH.ONEAL@adelphiacom.com;
> Debra.Pasquale@btitele.com; dpetry@ix.netcom.com;
> brian.powers@onepointcom.com; microsun@bellsouth.net; cheryl@eatel.com;
> jeffrey@cellularsouth.com; srober@kmctelecom.com; drodrigu@accessone.cc;
> sharon.russo@btitele.com; brutter@kpmg.com; shane@eatel.com;
> donnas@intetech.com; steve.taff@allegiancetelecom.com; TAYLORJG@LCI.COM;
> Mark.E.Turner@MCI.com; tvercellotti@mantiss.com; WWalker@mantiss.com;
> Kimberly.O.Williams@MCI.com; Williamson, Jill R, NCAM; Wilson Jr, Jack T
> (Tom), BGM; wolfsbrg@cris.com
> Subject: Update on Pending Change Requests

> Attention CLECs:

> Attached are updates on two pending change requests:

> DEF030100_002 (Pre-Order and Order Business Rule Discrepancies)
> This issue has been reclassified as a feature. The field discrepancies
> identified by this request were designed and implemented according to the
> original user requirements. BellSouth is investigating this change for
> implementation in a future release.

> DEF030200_001 (RPON Business Rules and Error Messages)
> This issue has been reclassified as a feature. There is not a business
> defined
> where a related PON is rejected because one other or several
> others that are
> related are rejected. This issue has been referred to our documentation
> staff
> for review.

> We will keep you posted with the status. Please let us know if
> you have any
> questions.

> Thanks,

> Change Control Team

From: jrwilliamson@att.com
Sent: Monday, June 05, 2000 1:52 PM
To: sr271lib@lga.att.com
Subject: FW: change control

-----Original Message-----

From: Tyra Colbert [mailto:tyra.colbert@wcom.com]
Sent: Monday, April 10, 2000 7:39 AM
To: sandra k evans; sharon.arnett@openmail.mail.sprint.com; Williamson, Jill R, NCAM; mark.e.turner@wcom.com
Subject: RE: change control

All,

MCI WorldCom also agrees that a consensus has not been met between the CLEC community and Bell South, and that a 3 month trial period is a must. Without a trial period this would allow BST to close the door on a process that we have noted clear disagreement and have highlighted several gaps within the process. MCI WorldCom is in support of requesting that a trial period be established before the process is considered final.

Tyra

> -----Original Message-----

> From: sandra k evans [mailto:sandra.k.evans@mail.sprint.com]
> Sent: Friday, April 07, 2000 4:34 PM
> To: sharon.arnett@openmail.mail.sprint.com; jrwilliamson@att.com;
> mark.e.turner@wcom.com; Tyra.Colbert@wcom.com
> Subject: RE: change control

>

>

> Jill,

>

> Sprint agrees BellSouth did not receive consensus. I think a 3 month
> trial should show a good indication if the CMP is going to work for the
> CLEC community. Sprint is already experiencing issues with system outage
> notifications and getting questions resolved between the Change
> Management Team and the Account Team.

>

> Sandy
> 913-433-8499

>

> -----Original Message-----

> From: jrwilliamson [SMTP:jrwilliamson@att.com]
> Sent: Thursday, April 06, 2000 4:23 PM
> To: mark.e.turner; Arnett, Sharon A.; Evans, Sandra K.;
> Tyra.Colbert
> Cc: jrwilliamson
> Subject: change control

>

> As FYI, attached is KPMG's interim report on the Georgia Third Party
> Testing. Take a look at the Change Control Section highlighted. As
> far as
> I'm concerned, we don't have a consensus. Also, I firmly believe,
> based on
> my past and current experience with the process, that we need to have
> a

> trial period for the process. Any thoughts???

>

> Jill

>

> > <<KPMG 4-6-00_.doc>>

> >

> >

> << File: KPMG 4-6-00_.doc >>

>



EICCP Steering Committee Meeting Minutes

DATE: March 23, 2000

MEETING: EICCP Steering Committee

PURPOSE: Review Interim Change Control Process

ATTENDEES

Tyra Colbert, MCI

Sandy Evans, Sprint

Melvin Porter, BST

Bill Shoemaker, BST

Renard Robinson, BST

Brian Rutter, KPMG

Jill Williamson, AT&T

Tom Montemayer,
Mantiss/Access One

Cornelius White, BST

Steve Hancock, BST

Valerie Cottingham, BST

Edwardine Marrone - BST

Shamne Stapler, ITC-DeltaComm

Cheryl Storey, BST

AGENDA

Agenda This was a follow-up conference call to review BST's input regarding the recommended changes made to the Change Control Process during the CLEC/BST February 29, 2000 conference call.

SUMMARY OF MEETING

TOPIC	DISCUSSION
Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call. • Review the Interim Change Control Process document. • Review outstanding action items from 2/29/00 conference call. • Review new action items.

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Page 1 of 6

Review of Changes to the CCP	The CCP documentation (Ver 1.3, March 14, 2000) was updated to incorporate the following changes: • Addition of Type 6 Change Request, CLEC Impacting Defect • Increased number of participants at Change Review meetings • Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days • Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community • Added web site address for the Change Control Process • Added notification regarding the Retirement and Introduction of new interfaces • Added new status codes for Defect Change Requests: "V" for Validated Defect, "W" for Workaround Developed, "DC" for Defect Cancelled, "S" for Defect Scheduled for Release and "I" Defect Implemented • Added new status codes for Types 2-5 Change Requests: "S" for Scheduled for a Release and "I" for Implemented Change Request • Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. • Word changes to provide clarification throughout the document.
Process Change/Review	Each section of the Interim Change Control Process document (Version 1.3, March 14, 2000) was reviewed. Changes agreed upon are reflected in the Action Items.

CLEC Concerns	The following are concerns expressed by the CLECs regarding the Interim Change Control Process: • Introduction of new interfaces and retirement of existing interfaces. All new interfaces must be introduced through the CCP (not just announced) and that the retirement of an existing interface should be facilitated through the CCP. • Issues around or changes to testing of the interfaces and processes should be managed through the CCP. • Any issues or questions surrounding the interfaces, documentation of business processes should also be managed through the CCP. • Notifications and correspondence from BellSouth should be distributed to the industry via BellSouth's web site and email. • Need a process for reporting requests for expedited features. • The intervals for resolution of a defect are too long. • Need to further define defect (system vs. design, lack of business rules) • Software release and documentation notifications of 30 days are not sufficient time for CLECs to build their interfaces.
CLEC Training of new CCP	CLEC training will be developed to educate CLECs of the improvements to the process. Training documentation will be posted to the web. BST asked for volunteers from the CLEC community to assist with the development of training. No volunteers were provided.
Review of Outstanding Action Items	1. Backup support for CSMs. Status: For after hours support the appropriate Customer Service Center should be contacted and escalation procedures utilized if necessary. 2. Regulatory statements/changes – will BST notify CLEC community if they are not going to comply or if they plan to apply for extension, etc. Status: BellSouth will comply with Regulatory statements/changes. If dates of responding are different a CLEC Notification Letter will be posted to the BellSouth web site. 3. Test environment for CLECs. Status: There is a pending change request under review for an EDI Test Environment. 4. Web posting of release status and release notification information. Status: Release status and release notification information will be posted to the web site when the new CCP is fully implemented. 5. Retirement of existing interfaces. Status: Note was added to Version 1.3, March 14, 2000 CCP document indicating as new interfaces are introduced or retired, BellSouth will post a CLEC Notification Letter to the web 60-90 days prior to the introduction or retirement of the interface. Refer to "CLEC Concerns" – this is an outstanding issue. 6. Status of pending change requests. Status: Our monthly status meeting on March 29, 2000 will provide status of all pending requests. 7. Copy of notification template. Status: The Type 1 System Outage notification template was reviewed during this meeting. 8. BST is currently looking at incorporating the initial notification for Type 1 System Outages via email to all impacted CLECs. Status: No status change.

Review of New Action Items	1. BellSouth will consider improvement ideas listed in the "CLEC Concerns" section of these minutes. 2. BST Electronic Communications Support (ECS) will entertain the suggestion of providing resolution information to the Type 1 System Outage Notification. 3. The Change Control Team will make the following changes to the Interim Change Control Process document (Version 1.3, March 14, 2000): • Add "billing" to Process and Documentation bullets under types of changes that will be managed by this process (Introduction Section) • Further define "Testing Support" and "Issue Resolution/Questions" under types of changes that Change Control Process does not include (Introduction Section) • Define a process for handling defects that are re-classified as features (design defects and documentation issues). • Change Step 3 cycle time (Types 2-5) from 15 to 20 Bus Days. • Add to Step 10 (Types 2-5) verbiage regarding BellSouth Business Requirements will be presented to CLECs. If needed, BellSouth will incorporate changes and re-baseline. • Add verbiage to reflect that notification will be posted to the web if it is determined that a defect affects more than one CLEC (Section 5.0 – Defect Notification Process opening paragraph). • Reword "NOTE" in Section 6.0 – Change Review to reflect that status meetings will occur monthly. Prioritization meetings will include monthly status agenda. • Terms & Definitions – include verbiage to the definition for Type 1 System Outage to match Type 1 Definition in Section 3.0.
Closure	The goals of implementing the new Change Control Process are: • "Work" process as defined • Review performance of defined process • Take "improvement ideas" into consideration • Move forward with implementing new Change Control Process 4/17/00 A follow up call will be scheduled to review status of outstanding issues. Meeting details to follow.



Change Control Process Meeting Minutes

DATE: April 17, 2000

MEETING: CCP Interim Document Review Meeting

PURPOSE: Review Status of CCP Interim Document changes

ATTENDEES

Tyra Colbert, MCI

Mary Conquest, ITC-
Deltacom

Valerie Cottingham, BST

Sandy Evans, Sprint

Jill Williamson, AT&T

Edwardine Marrone - BST

Steve Hancock, BST

Cheryl Storey, BST

Bill Shoemaker, BST

AGENDA

Agenda Review changes to the Interim CCP Document since last meeting.

SUMMARY OF MEETING

TOPIC	DISCUSSION
Opening	The BCCM opened the meeting and covered the items we were to accomplish on this conference call. Review changes to the Interim CCP Document, including the Testing portion.

	Cheryl Storey – BST discussed the recent changes that have been made to the Interim Change Control Document (Ver. 1.4, April 14, 2000). These included the addition of the Testing Environment portion and clarification of the Dispute Process. - Discussed the verbiage surrounding the addition of “billing” issues to the document in the introduction section. Clarification was offered and discussion was held that Change Control would not handle billing changes as they affect the electronic interfaces. BST will go back internally and clarify the scope of what “billing” will include. - Change control will not be including testing support. - Clarified that the issue resolution/questions are not included in Change Control. - Discussed about Type 1 system outages and that Email notification will now be sent with the web posting. Also clarified the email notification reference throughout the document. - Discussed about Type 6 defect notification and that Email notification will now be sent with the web posting. Also clarified the email notification reference throughout the document as it relates to Type 6.

	6. Discussed the Introduction and Retirement of Interfaces section and the posting guidelines. 7. Discussed about the addition of the Dispute Resolution Process to the document. 8. Discussed the addition of the Informational page regarding the Testing Environment and explained that testing would not be included in change control but should be coordinated through the Account Teams using the current process. 9. BST recommends to the CLEC community that if a trial is agreed upon for 3 months using this process and CLEC issues are addressed, a "final" baselined document would be implemented at the end of the 3 month period. MCI and ITC/Deltacom verbally agreed to this.
Issues raised by the CLECs	1. Tyra Colbert (MCI) asked if Email notification on System 1 outages would include the resolution. BST explained that currently the date, type of outage, brief description of outage and resolution date will be included. ACTION ITEM: BST – Susan Hart will provide the suggested format that the ECS group will publish. 2. Jill Williamson (AT&T) is concerned that workarounds are not always working and there needs to be a process or mechanism in place to identify these situations and allow for more expedient resolution. 3. Jill Williamson (AT&T) wants clarification on when a defect becomes a "feature" change and gets re-classified as a pending request. 4. AT&T, Sprint, and MCI agreed that depending on the situation, the CLECs may not be willing to participate in another "dispute team" before filing a formal complaint with the commissions on items that have been escalated to Level 3. 5. CLECs would prefer that the testing environment go through Change Control. 6. Tyra Colbert (MCI) recommends that additional terms be added to the term definitions. (e.g., Account Manager, ECS, etc.) 7. CLECs recommend to BST that a 3 month trial be implemented using the Interim Change Control process to determine if process is working as outlined before committing the document as "Final".

November 13, 2000
Release 9.0 User Requirements
MEETING MINUTES

MEETING NAME	MINUTES PREPARED BY:	DATE PREPARED
Release 9.0 User Requirements	Cheryl Storey – Change Control Team	11-14-00

Participants/Attendees

PARTICIPANT	COMPANY	PARTICIPANT	COMPANY
Sheriann Lively	Trivergent	Kevin McCall	BST
Valerie Cottingham	BST - CCP	Stephanie Smith	Dset
Cheryl Storey	BST - CCP	Brenda Jones	BST
Jill Williamson	AT&T	Barry Burnett	Trivergent
Donna Cain	AT&T	Michelle Gemey	Trivergent
Anthony Zerillo	Birch Telcom	Brian Rutter	KPMG
Woody Roe	Albion Connect	Jane Scott	BST
Tami Swanson	Anderson Consulting	Lorraine Watson	WorldCom
Kim Gillette	Quintessent	Jean John	Quintessent
Gloria Melvin	Trivergent		

Meeting Information History

DATE	START TIME	END TIME
11/13/00	2:00 PM EST	3:00 PM EST

MEETING PURPOSE

- Review User Requirements for Release 9.0.
- Discuss reason for removing three (3) targeted features from Release 9.0 scope.

November 13, 2000
Release 9.0 User Requirements
MEETING MINUTES

MEETING MINUTES

Agenda Items	Discussion
1. Removal of Targeted Features from Release 9.0 Scope	The following features that were targeted for Release 9.0 will not be included in the scope: CR0003 - RPON Electronic Reject & Flow-Through EDI1215990001/CR0133 - TN vs RSAG Validation/Migration of UNE-P Notifications EDI0812990003 - 411 Drops - Electronic Solution Due to the system capacity of Release 9.0, with Number Pooling being a sizable effort, the above 3 (three) targeted features have been removed from the Release 9.0 scope and are being considered for Release 10.0. BellSouth is in the process of finalizing Release 10.0 scope. The prioritization ranking from both the 6/28/00 and 9/27/00 meetings are being considered for Release 10.0. It's probable that all items previously targeted will not be included in Release 10.0. Release 11.0 has not been scheduled yet.
2. Review of UNE to UNE Migrations User Requirements (CR0030)	Jane Scott led the review of the UNE to UNE Migrations User Requirements (CR0030). The scope of this feature is to provide the functionality to electronically support UNE-to-UNE migration service requests for REQ TYP M: ACT of V for Port/Loop Combo to REQ TYP A (Loop). Jill (AT&T) questioned if this feature supported REQ TYP M to B. The response provided was that REQ TYP M to B was not included in these User Requirements. If this functionality is needed, a Change Request would need to be submitted. Jill (AT&T) questioned if orders could be related. The response provided is that there is no change in submitting RPONs to relate LSRs. Jill (AT&T) questioned if there were any restrictions with this feature. Jane advised there are no restrictions. If you can perform a function today, you will be able to perform the same function when this feature is implemented. This feature accommodates conversion from CLEC to same CLEC (must own the account).
3. Wrap up/Adjourn	Release 9.0 scope includes: CR0169 - Number Pooling Mandate CR0030 - UNE to UNE Migrations The scheduled implementation date is 01/06/01.



November 13, 2000
Release 9.0 User Requirements
MEETING MINUTES

-----Original Message-----

From: Change.Control@bridge.bellsouth.com
[mailto:Change.Control@bridge.bellsouth.com]
Sent: Wednesday, November 08, 2000 5:19 PM
To:
Subject: ID: Update to Rel 9.0 Targeted CRs

Distributed Message _____

Message sent by: Change Control /m6,mail6a

To unsubscribe from CCP, send a message to
List Manager /ml,mailla with the Subject line: UNSUBSCRIBE CCP

For online help, send a message with the subject HELP.

DRAFT

Internal Reference # _____ (1) Date Change Request Submitted 3/2/00 (2)

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

☒ DEFECT (3A)

Company

Name AT&T _____ (4)

CCM Jill Williamson _____ (5) Phone 404-810-8562 _____ (6)

CCM Email Address jwilliamson@att.com _____ (7) Fax 404-810-8562 _____ (8)

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

Originator's Name Jill Williamson _____ (11) Phone 404-810-8562 _____ (12)

Title of Change RPON Business Rules and Error Messages _____ (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 3/10/00 (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 ☐ LENS ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

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

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

There are currently no documented business rules for placing orders that are related. AT&T has been sending the orders such that the second PON is related to the first PON, the third PON is related to the second PON and so forth. At one time, BellSouth told us that we should relate all of the orders to the first order. Also, our understanding is that if BellSouth rejects one of the related orders, all of the related orders should be rejected. This does not happen. In most cases when one of the related orders is rejected, the others get FOC'd. BellSouth needs to clearly define its expectations for related orders and fix its systems such that they match the business rules. Also, BellSouth does not have an electronic reject that states the order was rejected because the RPON'd order was rejected. (We've only seen this in the manual environment) BellSouth needs to add a reject code/reason for RPON'd orders.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

Attachment A-4A

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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 # CR0003 23) Clarification ☐ Yes ☒ No (24)

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

Status RC (27)

Change Request Review Date 06/28/00 (28) Target Implementation Date (29)

Last Modified By BCCM (30) Date Modified 11/6/00 (31)

Review Results (32) 3-17-00 There is not a business defined where a related PON is rejected because one other or several others that are related are rejected. This issue has been referred to our documentation staff to incorporate the handling of RPONs in the business rules.

6-29-00 Business rules for RPONs are targeted to be included in the next update of the BellSouth Business Rules for Local Ordering (BBR-LO) mid-July, 2000.

7-25-00 Target date for posting RPON business rules in the BellSouth Business Rules for Local Ordering (BBR-LO) guide has changed to August 25, 2000. The request for the electronic reject is currently being sized for a future release.

8/16/00 – Advance copy of RPON business rules provided to CLEC community.

8/31/00 – RPON business rules posted on Web site.

9/14/00 See Related CR0137 and CR0160.

AT&T is requesting that BellSouth modify its systems so that additional order types will flow through its systems without manual intervention. AT&T would like BellSouth to fully mechanized the following order types: All RPON'd orders.

9/22/00 – Targeted for Release 9.0 scheduled for 01/06/01.

11/6/00 – RPON flow-through and electronic reject will not be included with Release 9.0 scope. This issue to be addressed during the 11/13/00 Release 9.0 User Requirements meeting.

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC BST Date / / (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date / / (37)

CMVC # (38)

Attachment A-4A

DDTS# _____ (39)

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Attachment A-4A

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



Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 12/15/99 (2)

☒ CLEC ☐ BST (3) Company Name AT&T (4)

CCM Jill Williamson (5) Phone 404-810-8562 (6)

CCM Email Address jwilliamson@att.com (7) Fax 404-810-8605 (8)

Alternate CCM _____ (9) Alternate Phone _____ (10)

Originator's Name Jill Williamson (11) Phone 404-810-8562 (12)

Title of Change Validation on TN vs. Address (13)

Category: ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 2/1/00 (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	☒ Ordering	☐ Maintenance
☐ LENS	☒ EDI	☐ TAFI
☐ LPOG	☐ LENS	☐ EC-TA Local
	☐ EDI-PC	
* OSS'99 and TCIF7		

Type Of Change - Check one or more, as applicable (19)

☐ Software	☐ Hardware	☐ Industry Standards
☐ 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)

It appears that BellSouth currently conducts full edits on both the telephone number and service address on all orders, regardless of the activity type. Because the edit requires that every aspect of the address be exactly correct (St. vs Street), a high number of "RSAG invalid" rejects are unnecessarily generated. AT&T concedes that this level of validation is probably necessary on an order for new service, however, should not be required when a migration of or change to existing service is being ordered. In the past, BellSouth did a "partial validation on these order types, validating the TN and street number against its database and the number of RSAG errors dropped significantly. AT&T requests that BellSouth relax its edits on migrations, changes, suspends, etc. and use TN and street number information only for validation purposes. While this request is more critical for non-LNP orders, it also applies to LNP orders.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

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List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

RF-1870

(5/98)



Change Request Form

This Section to be completed by BCCM only.

Change Request Log # EDI121599001 (23) Clarification ☒ Yes ☐ No (24)

Clarification Request Sent 12/16/99 (25) Clarification Response Due 12/23/99 (26)

Status RC (27)

Enhancement Review Date 06/28/00 (28) Target Implementation Date _____ (29)

Last Modified By BCCM (30) Date Modified 11/6/00 (31)

Review Results (32)

9-18-00 For LNP orders, the end user information is needed to ensure the end user is within the Toll Message Rate Center (TMRC).

9-22-00 Edits have been relaxed for changes, disconnects, suspends, restores, seasonal suspends and denies. BST is currently reviewing the business rules to determine electronic programming changes that may need to be made to support conversions and migrations (ACTs V, W, P and Q). For LNP, the edits cannot be relaxed because the end user information is used to ensure that the end user address is in the same TMRC with the serving wire center for that telephone number. Targeted for Release 9.0 scheduled for 01/06/01.

9-27-00 CR0133 - Migration of UNE-P Notifications (WorldCom) combined with EDI1215990001.

11-6-00 TN vs RSAG Validation changes will not be included in Release 9.0 scope. This issue will be addressed at the 11-13-00 Release 9.0 User Requirements meeting.

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date _____ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Consideration (36)

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Agreed Release Date _____ (37)

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2 of 4

CI1215-1.xls

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Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 8/12/99 (2)
☒ CLEC ☐ BST (3) Company Name _____ (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) Alternate Phone _____ (10)
 Originator's Name Jill Williamson (11) Phone 404-810-8562 (12)
 Title of Change 411 Drop-out (13)

Category: ☒ Add New Functionality ☐ _____ Desired Due 10/1/99 (15)
 Originating CCM assessment of impact ☐ ☒ Minor ☐ None expected (16)
 Originating CCM assessment of priority ☒ ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)		
☐ Pre-Ordering	☒ Ordering	☐ Maintenance
☐ LENS	☒ EDI	☐ TAFI
☐ LPOG	☐ LENS	☐ EC-TA Local
	☐ EDI-PC	

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

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

In the current environment, when a customer's listing "drops out" of 411/DA, BellSouth requires that CLEC's fax a new LSR to BellSouth to correct the drop out regardless of whether the fall-out is caused by BellSouth or the CLEC. AT&T agrees that when the drop out is caused by the CLEC, a new LSR should be sent. However, when the fall out is caused by BellSouth, a CLEC should not have to send a LSR. AT&T requests that BellSouth adopt its 411 drop out form as an interim solution when the drop out is caused by BellSouth and work jointly to develop an acceptable process for future use and propose our jointly developed form/process to OBF. Because AT&T has nothing to "correct" on that customer's service, it's systems cannot (and should not) generate a new LSR with no changes.

Known dependencies (21)

Additional Information ☒ Yes ☐ No

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

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Change Request Form

This Section to be completed by BCCM only.

Change Request Log # EDI0812990003 (23) Clarification ☐ Yes ☒ No (24)

Clarification Request Sent _____ Clarification Response Due _____ (26)

Status RC (27)

Enhancement Review Date 9/28/99 (1st) (2) Target Implementation Date _____ (29)
6/28/00 (2nd)

Last Modified By BCCM (30) Date Modified 11/6/00 (31)

Review Results (32)

Note: BST agrees that when a listing falls out of 411/DA due to BST error that an LSR should not have to be submitted by the CLEC. BST will be glad to review the form that ATT proposes to be used as an interim solution to the problem and advise if we agree to use it.

09/18/00 - The process for handling 411 drops will be documented and provided to the CLEC community. If a listing drops out of 411/DA, the CLEC should call the LCSC to report the drop. The LCSC retrieves the LSR to investigate cause of error. If determined to be a BST error, it is corrected immediately, no additional paperwork is required. If CLEC error, CLEC will need to resubmit LSR. Change Control is in the process of investigating a standard process for CLECs to use to report 411 drops in batch, if they do not wish to call the LCSC.

09/22/00 - A form for CLECs to use to report 411 drops in batch will be presented at the 10/25/00 Monthly Status meeting. BST is pursuing the possibility of implementing an electronic solution in Release 9.0.

10/25/00 - Documented process for reporting 411 drops and a standard form for submitting drops in batch was presented and discussed at the 10/25/00 Monthly Status Meeting. Updates to the form will be discussed at the 11/15/00 Monthly Status Meeting in addition to when the form can be implemented.

11/6/00 - The electronic solution for reporting 411 drops will not be included in the Release 9.0 scope. This issue to be addressed at the 11/15/00 Monthly Status Meeting.

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Canceled Change Request ☐ Duplicate Training ☐ Clarification Not Recei (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date _____ (34)

Request Appeal ☐ Yes ☐ No (35)

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

Appeal Consideration (36)

Agreed Release Date _____ (37)

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Bradbury, J M (Jay) - LGA

From: jrwilliamson@att.com
Sent: Tuesday, November 28, 2000 10:05 AM
To: bradbury@att.com; sharonnorris@att.com; eppsteiner@att.com; mrule@att.com; gpterry@att.com; dreinig@att.com; bkgrant@att.com; bobik@att.com
Subject: FW: 11/13/00 Rel 9.0 User Requirements Meeting Minutes
Importance: High

-----Original Message-----

From: Williamson, Jill R, NCAM
Sent: Tuesday, November 28, 2000 10:04 AM
To: 'Change.Control@bridge.bellsouth.com'; Annette.Cook@espire.net; apatel3@telcordia.com; BellSouth@quintessent.net; best2@surfsouth.com; brutter@kpmg.com; bszafran@covad.com; c_and_m@bellsouth.net; cassandrap@networktelephone.net; Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com; cflanigan@usiecc.com; Chapmanwe@cepbc.com; charrison@mpowercom.com; cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com; colleen.e.sponseller@wcom.com; Craig@excleron.com; Craig.B.Douglas@MCI.com; CSteele@nuitel.com; daddymax@netbci.com; dana.braun@adelphiacom.com; Debra.Pasquale@btitele.com; DElliott@connectsouth.com; desiree@communitytelephone.com; dfoust@deltacom.com; dkane@aspiretelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com; donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com; drodrigu@accessone.cc; Dwight.Scrivener@wcom.com; ed.ramsden@cc.gte.com; epadfield@nextlink.com; ESingleton@eztalktelephone.com; evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net; generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com; jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc; JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com; JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmclau@kmctelecom.com; JMMaxwell@Intermedia.com; jnovo@mpowercom.com; Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com; Katherine.Hudler@espire.net; kcooper@eftia.com; kelley.dunne@onepointcom.com; khudson@nextlink.com; Kimberly.O.Williams@MCI.com; kmarshall@telstar.org; kmiller@northpointcom.com; kschwartz@covad.com; lhall@floridadigital.net; lisa@annox.com; Lminasola@MediaOne.com; Lorraine.Watson@wcom.com; mark@annox.com; marybethkeane@kpmg.com; matt@albionconnect.com; mconquest@itcdeltacom.com; mer@networkwcs.com; micros@bellsouth.net; mmclaughlin@dset.com; mt7210@momail.sbc.com; ngiugnc@kpmg.com; Niccle.Moorman@adelphiacom.com; PBarker@aol.com; PBohn@MediaOne.com; Pkinghorn@eztalktelephone.com; prehm@nightfire.com; prichardson@Trivergent.com; rbennett@floridadigital.net; rbuffa@interloop.net; rhonda.calvert@adelphiacom.com; robert@alternativephone.com; rszczepanski@kpmg.com; sandra.k.evans@mail.sprint.com; Sandrajff@intetech.com; sbowling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com; sharon.russo@btitele.com; sjenning@nowcommunications.com; smason@interloop.net; smoores@Trivergent.com; smurray@rhythms.net; snole@kpmg.com; srober@kmctelecom.com; SSapler@itcdeltacom.com; steve.taff@allegiancetelecom.com; stuartw@networkonecom.com; talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM; tink@networktelephone.net; TLA@MAGICNET.NET; tmontemayer@MANTISS.com; Todd@CSII.net; usfloridaoss@kpmg.com; Williamsal@cepbc.com; wmknappek@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com; Yvette.Brown@espire.net; Tyra.Hush@wcom.com; trsmith@Trivergent.com; chaynes@Trivergent.com; ssmith@dset.com; sangelo@bellsouth.net; sbrown@covad.com; gulfcoast@dotstar.net; Mark.Mecca@dsl.net; Connie@albionconnect.com; ASamson@birch.com; heidi.a.crow@mail.sprint.com; rbreckin@telcordia.com; msykes@telcordia.com; billg@telcordia.com; svc-gate@telcordia.com;

TRA Docket No. 00-00079

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Page 15 of 19

karen.grim@mail.sprint.com; mike.norris@mindspring.com;
csti@bellsouth.net; mdominick@Trivergent.com; dgraham@MANTISS.com;
KKester@STIS.com; Jim.Meyers@wcom.com; Hwhittington@mpowercom.com;
Taldinger@mpowercom.com; Rdupraw@mpowercom.com; Jim.Meyers@wcom.com;
Joliver@birch.com; reym@networktelephone.net; LHinton@PrismCSI.net;
dmcmanus@Trivergent.com; bmurdo@kmctelecom.com; david.burley@wcom.com;
SLively@Trivergent.com; TThompson2@broadband.att.com;
blsinterfacecontrol@kpmg.com; Kathryn.Phipps@btitele.com;
ronald.l.thompson@xo.com; MPatyk@connectsouth.com; schula.hobbs@dsl.net;
mark@albionconnect.com; AZerillo@birch.com; EGunn@birch.com;
clhawk@kmctelecom.com; tami.m.swenson@ac.com; jim.lee@dsl.net;
TJStokes@Trivergent.com; Faye.Restaino@dsl.net; Elliot.Wrann@dsl.net;
changecontrol.bellsouth@onepoint.com; carl.taylor@lecstar.com;
Glenn.Sonnier@usunwired.com; arobison@kpmg.com;
default.user@bellsouth.com; KUchida@northpoint.net;
ESaeed@northpoint.net; PPinick@birch.com; lynn@mfnet.net; ruth@mfnet.net;
mcbrunnhilde@juno.com; lavernek@arrowcom.com; Micki.Jones@wcom.com;
jfuller@fairpoint.com; EFarnell@broadband.att.com;
Ellen.Neis@mail.sprint.com; Ronald.Klamer@wcom.com;
conniec@arrowcom.com; CoDavis@covad.com; timw@networkonecom.com;
sheryl_scobel@stratosoilandgas.com; Nancy.Watt@RHTelCo.com;
wendy.hernandez@RHTelCo.com; swargo@rhythms.net;
Alan.Flanigan@twtelecom.com
Subject: RE: 11/13/00 Rel 9.0 User Requirements Meeting Minutes
Importance: High

Change Control Team,

This message is to follow-up on the concerns I expressed in our November 13 call to review UNE to UNE Migration requirements. As I stated on the call, the requirements developed by BellSouth do not meet the needs of AT&T. BellSouth's requirements only allow a CLEC to migrate from a port/loop combination (REQTYP M) to a stand alone loop (REQTYP A). This scenario will be a very rare occurrence when converting a customer from UNE-P to UNE-L. In most, if not all, instances, the customer will want to keep his existing telephone number. Because BellSouth failed to include requirements for converting from a port/loop combination (REQTYP M) to a loop with number portability (REQTYP B), CLECs will be forced to send multiple orders to accomplish a migration that could be done with one order. Today's environment allows us to migrate a customer from BellSouth retail to a loop with number portability, therefore, the same process should be available to migrate from UNE-P to loop with number portability.

When BellSouth presented its requirements for UNE to UNE Migrations, it presented the requirements as final with no opportunity for change by the CLECs. This is another instance of BellSouth not providing CLECs the opportunity to provide input during the development phase. The result is that BellSouth will be delivering a product that does not meet the needs of the CLECs, adds expense to CLECs cost of doing business (charges per order), and will cause re-work in the future to change what was implemented.

As part of our CCP Improvement initiative, we MUST create a process with intervals that allow for better communication between CLECs and BellSouth SMEs. Otherwise, both BellSouth and the CLECs will continue to expend resources unnecessarily with little results to show for it.

Sincerely,

Jill Williamson
AT&T Local Services and Access Management

-----Original Message-----

From: Change.Control@bridge.bellsouth.com
[mailto:Change.Control@bridge.bellsouth.com]
Sent: Friday, November 17, 2000 8:51 AM
To: Annette.Cook@espire.net; apatel3@telcordia.com;

TRA Docket No. 00-00079

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BellSouth@quintessent.net; best2@surfsouth.com; brutter@kpmg.com;
 pszafran@covad.com; c_and_m@bellsouth.net;
 cassandrap@networktelephone.net; Catherine.Gray@alltel.com;
 cecilia.ortiz@adelphiacom.com; cflanigan@uslec.com; Chapmanwe@cepb.com;
 charrison@mpowercom.com; cheryl@eatel.com; chrisg@pvtel.net;
 christine.shelton@cc.gte.com; colleen.e.sponseller@wcom.com;
 Craig@excleron.com; Craig.B.Douglas@MCI.com; CSteele@nuitetele.com;
 daddymax@netbci.com; dana.braun@adelphiacom.com;
 Debra.Pasquale@btitele.com; DElliott@connectsouth.com;
 desiree@communitytelephone.com; dfoust@deltacom.com;
 dkane@aspirotelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com;
 donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com;
 drodrigu@accessone.cc; Dwight.Scrivener@wcom.com; ed.ramsden@cc.gte.com;
 epadfield@nextlink.com; ESingleton@eztalktelephone.com;
 evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net;
 generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
 jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc;
 JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com;
 JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmclau@kmctelecom.com;
 JMMMaxwell@Intermedia.com; jnovo@mpowercom.com; Williamson, Jill R, NCAM;
 Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com;
 Katherine.Hudler@espire.net; kcooper@eftia.com;
 kelley.dunne@onepointcom.com; khudson@nextlink.com;
 Kimberly.O.Williams@MCI.com; kmarshall@telstar.org;
 kmiller@northpointcom.com; kschwartz@covad.com; lhall@floridadigital.net;
 lisa@annox.com; Lminasola@MediaOne.com; Lorraine.Watson@wcom.com;
 mark@annox.com; marybethkeane@kpmg.com; matt@albionconnect.com;
 mconquest@itcdeltacom.com; mer@networkwcs.com; microsun@bellsouth.net;
 mmclaughlin@dset.com; mt7210@monmail.sbc.com; ngiugno@kpmg.com;
 Nicole.Moorman@adelphiacom.com; PBarker@aol.com; PBohn@MediaOne.com;
 Pkinghorn@eztalktelephone.com; prehm@nightfire.com;
 prichardson@Trivergent.com; rbennett@floridadigital.net;
 rbuffa@interloop.net; rhonda.calvert@adelphiacom.com;
 robert@alternativephone.com; rszczepanski@kpmg.com;
 sandra.k.evans@mail.sprint.com; Sandrajff@intetech.com;
 sbowling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com;
 sharon.russo@btitele.com; sjenning@nowcommunications.com;
 smason@interloop.net; smoore@Trivergent.com; smurray@rhythms.net;
 snole@kpmg.com; srober@kmctelecom.com; SStapler@itcdeltacom.com;
 steve.taff@allegiancetelecom.com; stuartw@networkonecom.com;
 talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM;
 timk@networktelephone.net; TLA@MAGICNET.NET; tmontemayer@MANTISS.com;
 Todd@CSII.net; usfloridaoss@kpmg.com; Williamsal@cepb.com;
 wmknapek@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com;
 Yvette.Brown@espire.net; Tyra.Hush@wcom.com; trsmith@Trivergent.com;
 chaynes@Trivergent.com; ssmith@dset.com; sangelo@bellsouth.net;
 sbrown@covad.com; gulfcoast@dotstar.net; Mark.Mecca@dsl.net;
 Connie@albionconnect.com; ASamson@birch.com;
 heidi.a.crow@mail.sprint.com; rbreckin@telcordia.com;
 msykes@telcordia.com; billg@telcordia.com; svc-gate@telcordia.com;
 karen.grim@mail.sprint.com; mike.norris@mindspring.com;
 csti@bellsouth.net; mdominick@Trivergent.com; dgraham@MANTISS.com;
 KKester@STIS.com; Jim.Meyers@wcom.com; Hwhittington@mpowercom.com;
 Taldinger@mpowercom.com; Rdupraw@mpowercom.com; Jim.Meyers@wcom.com;
 Joliver@birch.com; reym@networktelephone.net; LHinton@PrismCSI.net;
 dmcmanus@Trivergent.com; bmurdo@kmctelecom.com; david.burley@wcom.com;
 SLively@Trivergent.com; TThompson2@broadband.att.com;
 bisinterfacecontrol@kpmg.com; Kathryn.Phipps@btitele.com;
 ronald.l.thompson@xo.com; MPatyk@connectsouth.com; schula.hobbs@dsl.net;
 mark@albionconnect.com; AZerillo@birch.com; EGunn@birch.com;
 clhawk@kmctelecom.com; tami.m.swenson@ac.com; jim.lee@dsl.net;
 TJStokes@Trivergent.com; Faye.Restaino@dsl.net; Elliot.Wrann@dsl.net;
 changecontrol.bellsouth@onepointcom.com; carl.taylor@lecstar.com;
 Glenn.Sonnier@usunwired.com; arobison@kpmg.com;
 default.user@bellsouth.com; KUchida@northpoint.net;
 ESaeed@northpoint.net; PPinick@birch.com; lynn@mfnet.net; ruth@mfnet.net;
 mcbrunnhilde@juno.com; lavernek@arrowcom.com; Micki.Jones@wcom.com;

jfuller@fairpoint.com; EFarnell@broadband.att.com;
Ellen.Neis@mail.sprint.com; Ronald.Klamer@wcom.com;
conniec@arrowcom.com; CoDavis@covad.com; timw@networkonecom.com;
sheryl_scobel@stratosoilandgas.com; Nancy.Watt@RHTelCo.com;
wendy.hernandez@RHTelCo.com; swargo@rhythms.net;
Alan.Flanigan@twtelecom.com
Subject: ID: 11/13/00 Rel 9.0 User Requirements Meeting Minutes

Distributed Message

Message sent by: Change Control /m6,mail6a

To unsubscribe from CCP, send a message to
List Manager /ml,mailla with the Subject line: UNSUBSCRIBE CCP

For online help, send a message with the subject HELP.

December 15, 2000

Jill,

This message is to acknowledge receipt of your 11-28-00 e-mail expressing concerns with the UNE to UNE Migration user requirements. As part of our CCP Process Improvement meetings we have committed to provide the user requirements earlier in the process, which will allow for better communication between CLECs and BellSouth. As we discussed at our 12-7-00 meeting, BellSouth proposed that draft user requirements will be provided 90 calendar days in advance of the release implementation date and that final user requirements will be provided 45 calendar days in advance of the release implementation date. The CLECs requested that these intervals be changed to state "in advance of the CLEC testing with BST date" in lieu of release implementation date. We are currently addressing this request and will provide an update at our January 10, 2001 CCP Process Improvements Meeting.

BellSouth is committed to ensuring that we have adequate communication with the CLECs to support their needs.

Please let us know if you have questions.

Thanks,

Change Control Team

-----Original Message-----

From: Change.Control@bridge.bellsouth.com
[mailto:Change.Control@bridge.bellsouth.com]
Sent: Monday, November 13, 2000 2:48 PM
To:
Subject: ID: New Change Requests

Distributed Message

Message sent by: Change Control /m6,mail6a

To unsubscribe from CCP, send a message to
List Manager /ml,mail1a with the Subject line: UNSUBSCRIBE CCP

For online help, send a message with the subject HELP.



Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 11/13/00 (2)

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

☐ TYPE 6 (DEFECT) OCN _____ (3A)

Company Name BellSouth _____ (4)

CCM Brenda Files _____ (5) Phone 205-321-2105 _____ (6)

CCM Email Address Change.Control@bridge.bellsouth.com (7) Fax 205-321-5160 _____ (8)

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

Originator's Name _____ (11) Phone _____ (12)

Title of Change NPORD Data for FOC (Issue 7) (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 11/30/00 (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 Port out Order number to will now go back on the FOC instead of the C Trigger order. This will only change the **DATA** content that the CLEC will receive in the NPORD field.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____

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Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

Clarification Needed

☐ Yes

☒ No

☐ Defect

☐ Feature

☐ Duplicate

☐ Training Issue

☐ Cancel

Defect/Feature Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/feature:

☐ EDI

☐ TAG

☐ LNP

☐ LENS

☐ TCIF 7

☐ TCIF 9

Target Implementation Date:

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JMB-R7
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Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 11/13/00 (2)

☐ TYPE 5 (CLEC) ☒ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)☐ TYPE 6 (DEFECT) OCN _____ (3A)

Company

Name BellSouth _____ (4)

CCM Brenda Files _____ (5) Phone 205-321-2105 _____ (6)

CCM Email Address Change.Control@bridge.bellsouth.com (7) Fax 205-321-5160 _____ (8)

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

Originator's Name _____ (11) Phone _____ (12)

Title of Change CSR with 888 USOC _____ (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 11/30/00 (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 ☐ Product & Services ☐ Documentation	☐ Hardware ☐ New or Revised Edits ☐ Regulatory	☐ Industry Standards ☐ Process ☒ Other	☐ Defect

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

Change to the LNP Gateway to ignore telephone number(s) associated with 888 USOC. The CLEC will no longer be clarified back due to the 888 USOC. This change requires no coding changes for the CLEC community.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____

TRA Docket No. 00-00079

JMB-R7

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Change Request Form

This Section to be completed by BCCM only.

Change Request Log # CR0217 (23) Clarification ☐ Yes ☒ No (24)

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

Status N (27)

Change Request Review Date / / (28) Target Implementation Date 11/00 (29)

Last Modified By (30) Date Modified / / (31)

Change Review Meeting Results (32)

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC BST Date / / (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date / / (37)

CMVC # (38)

DDTS# (39)

TRA Docket No. 00-00079

JMB-R7

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Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

Clarification Needed

☐ Yes

☒ No

☐ Defect

☐ Feature

☐ Duplicate

☐ Training Issue

☐ Cancel

Defect/Feature Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/feature:

☐ EDI

☐ TAG

☐ LNP

☐ LENS

☐ TCIF 7

☐ TCIF 9

Target Implementation Date:

TRA Docket No. 00-00079

JMB-R7

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Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 11/13/00 (2)

☐ TYPE 5 (CLEC) ☒ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)☐ TYPE 6 (DEFECT) OCN _____ (3A)

Company

Name BellSouth _____ (4)

CCM Brenda Files _____ (5) Phone 205-321-2105 _____ (6)

CCM Email Address Change.Control@bridge.bellsouth.com (7) Fax 205-321-5160 _____ (8)

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

Originator's Name _____ (11) Phone _____ (12)

Title of Change EDI Map Change for Error text (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 11/30/00 (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 ☐ Product & Services ☐ Documentation	☐ Hardware ☐ New or Revised Edits ☐ Regulatory	☐ Industry Standards ☐ Process ☒ Other	☐ Defect

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

LNP is changing to allow 264 characters to be returned on the FOC for error messages that are returned to the CLEC. The CLEC will not see any change in this particular LNP feature until the ENCORE systems are able to work their feature to actually change the EDI map to accommodate the 264 characters.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____



Change Request Form

This Section to be completed by BCCM only.

Change Request Log # CR0218 (23) Clarification ☐ Yes ☒ No (24)

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

Status N (27)

Change Request Review Date / / (28) Target Implementation Date 11/00 (29)

Last Modified By (30) Date Modified / / (31)

Change Review Meeting Results (32)

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC BST Date / / (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

Agreed Release Date / / (37)

CMVC # (38)

DDTS# (39)

IRA Docket No. 00-00079
JMB-R7
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Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

Clarification Needed

☐ Yes

☒ No

☐ Defect

☐ Feature

☐ Duplicate

☐ Training Issue

☐ Cancel

Defect/Feature Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/feature:

☐ EDI

☐ TAG

☐ LNP

☐ LENS

☐ TCIF 7

☐ TCIF 9

Target Implementation Date:

TRA Docket No. 00-00079

JMB-R7

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Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted _11/13/00_ (2)

☐ TYPE 5 (CLEC) ☒ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)☐ TYPE 6 (DEFECT) OCN _____ (3A)

Company

Name ___ BellSouth _____ (4)

CCM ___ Brenda Files _____ (5) Phone ___ 205-321-2105 _____ (6)

CCM Email Address Change.Control@bridge.bellsouth.com_ (7) Fax ___ 205-321-5160 _____ (8)

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

Originator's Name _____ (11) Phone _____ (12)

Title of Change Standard Interval Changes for Loop (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date 11/30/00_ (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 ☐ Product & Services ☐ Documentation	☐ Hardware ☐ New or Revised Edits ☐ Regulatory	☐ Industry Standards ☐ Process ☒ Other	☐ Defect

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

Changing internal tables to assign the correct standard interval for Loops as published in the Interval Guide. Currently the system is adding the 2 day FOC interval into the interval that is applied to the service order..

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____



Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

Clarification Needed ☐ Yes ☒ No

☐ Defect ☐ Feature ☐ Duplicate ☐ Training Issue ☐ Cancel

Defect/Feature Impacts Other CLECs? ☐ Yes ☐ No

Interfaces Impacted by defect/feature: ☐ EDI ☐ TAG ☐ LNP ☐ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: _____

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JMB-R7
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-----Original Message-----

From: smurray@rhythms.net [mailto:smurray@rhythms.net]
Sent: Wednesday, August 23, 2000 4:51 PM
To: Williamson, Jill R, NCAM
Subject: FW: Bell South OSS Issues

Jill;

Sorry I had to drop off the call this morning, I understand that there was a vote take to approve the interim plan. Seems strange that was not mentioned in the Agenda.

Someone participating on the call this morning asked that I share this with you:

-----Original Message-----

From: smurray@rhythms.net [mailto:smurray@rhythms.net]
Sent: Monday, August 28, 2000 10:02 AM
To: Change.Control@bridge.bellsouth.com; Annette.Cook@espire.net;
apatel3@telcordia.com; BellSouth@quintessent.net; best2@surfsouth.com;
brian.powers@onepointcom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cassandrap@networktelephone.net;
Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com;
cflanigan@uslec.com; Chapmanwe@cepb.com; charrison@mpowercom.com;
cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com;
colleen.e.sponseller@wcom.com; CPolizzotti@northpoint.net;
Craig@excleron.com; Craig.B.Douglas@MCI.com; CSteele@nuitel.com;
daddymax@netbci.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com; DElliott@connectsouth.com;
desiree@communitytelephone.com; dfoust@deltacom.com;
dkane@aspiretelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com;
donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com;
drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
ed.ramsden@cc.gte.com;
epadfield@nextlink.com; ESingleton@eztalktelephone.com;
evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net;
generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc;
JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com;
JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmcclau@kmctelecom.com;
JMMaxwell@Intermedia.com; jnovo@mpowercom.com; Williamson, Jill R,
NCAM;
Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com;
Katherine.Hudler@espire.net; kcooper@eftia.com;
kelley.dunne@onepointcom.com; khudson@nextlink.com;
Kimberly.O.Williams@MCI.com; kmarshall@telstar.org;
kmiller@northpointcom.com; kschwartz@covad.com; lchase@covad.com;
lhall@floridadigital.net; lisa@annox.com; Lminasola@MediaOne.com;
Lorraine.Watson@wcom.com; mark@annox.com; Mark.E.Turner@MCI.com;
marybethkeane@kpmg.com; matt@albionconnect.com;
mconquest@itcdeltacom.com; mer@networkwcs.com; microsun@bellsouth.net;
mmclaughlin@dset.com; msaxon@Trivergent.com; mt7210@momail.sbc.com;
mubeen@nightfire.com; ngiugno@kpmg.com; Nicole.Moorman@adelphiacom.com;
Pam_Green@dmr.com; PBarker@aol.com; PBohn@MediaOne.com;
Pkinghorn@eztalktelephone.com; prehm@nightfire.com;
prichardson@Trivergent.com; rbennett@floridadigital.net;
rbuffa@interloop.net; RH3074@momail.sbc.com;
rhonda.calvert@adelphiacom.com; rlthompson@nextlink.com;
robert@alternativephone.com; rszczepanski@kpmg.com;
sandra.k.evans@mail.sprint.com; Sandrajf@intetech.com;
sbowling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com;
sharon.russo@btitele.com; sjenning@nowcommunications.com;
smason@interloop.net; smoore@Trivergent.com; smurray@rhythms.net;
snole@kpmg.com; srober@kmctelecom.com; SStapler@itcdeltacom.com;
steve.taff@allegiancetelecom.com; stuartw@networkonecom.com;
talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM;
tbrooks@mantiss.com; timk@networktelephone.net; TLA@MAGICNET.NET;
tmontemayer@mantiss.com; Todd@CSII.net; Tselane.Robertson@alltel.com;
tyra.colbert@wcom.com; usfloridaoss@kpmg.com; Williamsal@cepb.com;
wmknappek@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com;
Yvette.Brown@espire.net; rbreckin@telcordiacom.att.com;
msykes@telcordiacom.att.com; billg@telcordiacom.att.com;

TRA Docket No. 00-00079

JMB-R8

Page 2 of 11

svc-gate@telcordiacom.att.com; karengrim@mailsprintcom.att.com;
Tyra.Rush@wcom.com; trsmith@Trivergent.com; chaynes@Trivergent.com;
ssmith@dset.com; David.Genest@dsl.net; sangelo@bellsouth.net;
sbrown@covad.com; gulfcoast@dotstar.net; Mark.Mecca@dsl.net;
Connie@albionconnect.com; tonya.d.woods@mail.sprint.com;
MiThorne@birch.com; ASamson@birch.com
Subject: RE: 8-23-00 Meeting Minutes - Monthly Status Call

I wish to strongly object to imprompto vote that was taken at the end of the 8/23 meeting. Unfortunately I had to drop to attend another meeting, but clearly had there been mention of a vote on the agenda, I would have stayed on.

I don't feel that this was handled in a appropriate manner. It could have and should have been made clear on the agenda that we would be a vote would be taken. I for one believe that the vote should be cast out and another call be scheduled immediately to address the issues and concerns of the community.

Steve Murray
Rhythms

-----Original Message-----

From: smurray@rhythms.net [mailto:smurray@rhythms.net]
Sent: Tuesday, August 29, 2000 11:48 AM
To: Change.Control@bridge.bellsouth.com; Annette.Cook@espire.net;
apatel3@telcordia.com; BellSouth@quintessent.net; best2@surfsouth.com;
brian.powers@onepointcom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cassandrap@networktelephone.net;
Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com;
cflanigan@uslec.com; Chapmanwe@cepb.com; charrison@mpowercom.com;
cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com;
colleen.e.sponseller@wcom.com; CPolizzotti@northpoint.net;
Craig@excleron.com; Craig.B.Douglas@MCI.com; CSteele@nuitel.com;
daddymax@netbci.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com; DElliott@connectsouth.com;
desiree@communitytelephone.com; dfoust@deltacom.com;
dkane@aspiretelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com;
donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com;
drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
ed.ramsden@cc.gte.com;
epadfield@nextlink.com; ESingleton@eztalktelephone.com;
evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net;
generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc;
JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com;
JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmcclau@kmctelecom.com;
JMMaxwell@Intermedia.com; jnovo@mpowercom.com; Williamson, Jill R,
NCAM;
Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com;
Katherine.Hudler@espire.net; kcooper@eftia.com;
kelley.dunne@onepointcom.com; khudson@nextlink.com;
Kimberly.O.Williams@MCI.com; kmarshall@telstar.org;
kmiller@northpointcom.com; kschwartz@covad.com; lchase@covad.com;
lhall@floridadigital.net; lisa@annox.com; Lminasola@MediaOne.com;
Lorraine.Watson@wcom.com; mark@annox.com; Mark.E.Turner@MCI.com;
marybethkeane@kpmg.com; matt@albionconnect.com;
mconquest@itcdeltacom.com; mer@networkwcs.com; microsun@bellsouth.net;
mmclaughlin@dset.com; msaxon@Trivergent.com; mt7210@momail.sbc.com;
mubeen@nightfire.com; ngiugno@kpmg.com; Nicole.Moorman@adelphiacom.com;
Pam_Green@dmr.com; PBarker@aol.com; PBohn@MediaOne.com;
Pkinghorn@eztalktelephone.com; prehm@nightfire.com;
prichardson@Trivergent.com; rbennett@floridadigital.net;
rbuffa@interloop.net; RH3074@momail.sbc.com;
rhonda.calvert@adelphiacom.com; rlthompson@nextlink.com;
robert@alternativephone.com; rszczepanski@kpmg.com;
sandra.k.evans@mail.sprint.com; Sandrajf@intetech.com;
showling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com;
sharon.russo@btitele.com; sjenning@nowcommunications.com;
smason@interloop.net; smoore@Trivergent.com; snole@kpmg.com;
srober@kmctelecom.com; SStapler@itcdeltacom.com;
steve.taff@allegiancetelecom.com; stuartw@networkkonecom.com;
talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM;
tbrooks@mantiss.com; timk@networktelephone.net; TLA@MAGICNET.NET;
tmontemayer@mantiss.com; Todd@CSII.net; Tselane.Robertson@alltel.com;
tyra.colbert@wcom.com; usfloridaoss@kpmg.com; Williamsal@cepb.com;
wmknapke@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com;
Yvette.Brown@espire.net; rbreckin@telcordiacom.att.com;
msykes@telcordiacom.att.com; billg@telcordiacom.att.com;

TRA Docket No. 00-00079

JMB-R8

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svc-gate@telcordiacom.att.com; karengrim@mailsprintcom.att.com;
Tyra.Hush@wcom.com; trsmith@Trivergent.com; chaynes@Trivergent.com;
ssmith@dsnet.com; David.Genest@dsl.net; sangelo@bellsouth.net;
sbrown@covad.com; gulfcoast@dotstar.net; Mark.Mecca@dsl.net;
Connie@albionconnect.com; tonya.d.woods@mail.sprint.com;
MiThorne@birch.com; ASamson@birch.com
Subject: RE: 8-23-00 Meeting Minutes - Monthly Status Call

Hello, is anyone there. I have not recieved a response from the Change Control group on this message I sent last week. I have received several calls from other CLEC indicating that they did not understand the vote and felt pressured into voting.

What are you going to do??

Steve Murray

--
I wish to strongly object to impromptu vote that was taken at the end of the 8/23 meeting. Unfortunately I had to drop to attend another meeting, but clearly had there been mention of a vote on the agenda, I would have stayed on.

I don't feel that this was handled in a appropriate manner. It could have and should have been made clear on the agenda that we would be a vote would be taken. I for one believe that the vote should be cast out and another call be scheduled immediately to address the issues and concerns of the community.

Steve Murray
Rhythms

-----Original Message-----

From: smurray@rhythms.net [mailto:smurray@rhythms.net]
Sent: Tuesday, August 29, 2000 3:54 PM
To: Change.Control@bridge.bellsouth.com; Annette.Cook@espire.net;
apatel3@telcordia.com; BellSouth@quintessent.net; best2@surfsouth.com;
brian.powers@onepointcom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cassandrap@networktelephone.net;
Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com;
cflanigan@uslec.com; Chapmanwe@cep.com; charrison@mpowercom.com;
cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com;
colleen.e.sponseller@wcom.com; CPolizzotti@northpoint.net;
Craig@exceleron.com; Craig.B.Douglas@MCI.com; CSteele@nuitele.com;
daddymax@netbci.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com; DElliott@connectsouth.com;
desiree@communitytelephone.com; dfoust@deltacom.com;
dkane@aspiretelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com;
donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com;
drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
ed.ramsden@cc.gte.com;
epadfield@nextlink.com; ESingleton@eztalktelephone.com;
evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net;
generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc;
JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com;
JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmclau@kmctelecom.com;
JMMaxwell@Intermedia.com; jnovo@mpowercom.com; Williamson, Jill R,
NCAM;
Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com;
Katherine.Hudler@espire.net; kcooper@eftia.com;
kelley.dunne@onepointcom.com; khudson@nextlink.com;
Kimberly.O.Williams@MCI.com; kmarshall@telstar.org;
kmiller@northpointcom.com; kschwartz@covad.com; lchase@covad.com;
lhall@floridadigital.net; lisa@annox.com; lminasola@MediaOne.com;
Lorraine.Watson@wcom.com; mark@annox.com; Mark.E.Turner@MCI.com;
marybethkeane@kpmg.com; matt@albionconnect.com;
mconquest@itcdeltacom.com; mer@networkwcs.com; microsun@bellsouth.net;
mmclaughlin@dset.com; msaxon@Trivergent.com; mt7210@momail.sbc.com;
mubeen@nightfire.com; ngiugno@kpmg.com; Nicole.Moorman@adelphiacom.com;
Pam_Green@dmr.com; PBarker@aol.com; PBohn@MediaOne.com;
Pkinghorn@eztalktelephone.com; prehm@nightfire.com;
prichardson@Trivergent.com; rbennett@floridadigital.net;
rbuffa@interloop.net; RH3074@momail.sbc.com;
rhonda.calvert@adelphiacom.com; rlthompson@nextlink.com;
robert@alternativephone.com; rszczepanski@kpmg.com;
sandra.k.evans@mail.sprint.com; Sandrajff@intetech.com;
sbowling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com;
sharon.russo@btitele.com; sjenning@nowcommunications.com;
smason@interloop.net; smoore@Trivergent.com; smurray@rhythms.net;
snole@kpmg.com; srober@kmctelecom.com; SStapler@itcdeltacom.com;
steve.taff@allegiancetelecom.com; stuartw@networkonecom.com;
talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM;
tbrooks@mantiss.com; timk@networktelephone.net; TLA@MAGICNET.NET;
tmontemayer@mantiss.com; Todd@CSII.net; Tselané.Robertson@alltel.com;
tyra.colbert@wcom.com; usfloridaoss@kpmg.com; Williamsal@cep.com;
wmknapek@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com;
Yvette.Brown@espire.net; rbreckin@telcordiacom.att.com;
msykes@telcordiacom.att.com; billg@telcordiacom.att.com;

TRA Docket No. 00-00079

JMB-R8

Page 6 of 11

svc-gate@telcordiacom.att.com; karengrim@mailsprintcom.att.com;
Tyra.Hush@wcom.com; trsmith@Trivergent.com; chaynes@Trivergent.com;
ssmith@dset.com; David.Genest@dsl.net; sangelo@bellsouth.net;
sbrown@covad.com; gulfcoast@dotstar.net; Mark.Mecca@dsl.net;
Connie@albionconnect.com; tonya.d.woods@mail.sprint.com;
MiThorne@birch.com; ASamson@birch.com
Cc: rwilliams@rhythms.net; jedavis@rhythms.net;
elizabeth@technologylaw.com
Subject: RE: 8-23-00 Meeting Minutes - Monthly Status Call

To All;

Let me share with you Valerie's response to my objection of the "vote" that was taken to baseline the Interim CCP process/documentation at the end of the 8/23 meeting.

Steve,

The vote to make the Interim CCP the new baseline was not impromptu. We understand the outstanding issues and concerns of the CLEC community.

Making the Interim CCP the new baseline does not affect our efforts to address your needs. It gives us our starting point so that we can jointly move forward.

The Defect/Expedite Process is still in DRAFT mode while we address specific concerns regarding it.

Since the Change Review Meeting in June, I have indicated that I would ask for the CLECs to consider the Interim document our new baseline. This is a working document, which means that it will change, as appropriate, to accommodate the CLECs' and BellSouth's needs.

My original intent was to address this during the July meeting, but due to time, I stated that I would delay that vote until our August meeting. The July meeting lasted almost three (3) hours since we reviewed many changes to the Interim CCP document.

I have always made it very clear that BellSouth wanted to baseline the process. We continue to incorporate many of your suggestions and will continue to do so as we move forward.

Sincerely,

Valerie M. Cottingham

Again my concerns are:

6 Yes votes from a group of over 90 people on the mailing list, makes for neither a consensus nor a majority. I feel as I was deprived of a vote because I had no idea there would be a vote.

If in fact there was to be a vote, why was it not mentioned on the agenda? Would there not possibly been more votes if the vote was announced ahead of schedule. Valerie says it was not impromptu. If it was unannounced and/or unexpected, what was it.

Several members expressed confusion over what they were voting on. Plus several members had dropped off the call, not knowing a vote was coming.

Valerie said that the vote was delayed due to lack of time. I suggest that it was because of the vocal opposition to even having a vote because so many of us had issues with the processes.

As BellSouth and the CLEC community move into an EDI environment, do we really want to baseline and use a process that allows our requests sit for over a year? (examples from the CCR Log: New CCR dated 3/1/99, a Pending CCR dated 8/12/99, or a Defect dated 4/17).

Additionally, the Expedited Feature Process we've all asked for is still not complete. In it's present form it can leave waiting for answer for up to 30 days.

The rhetorical assurances that "We understand the outstanding issues and concerns of the CLEC community" while trying to maneuver us into processes that don't meet our needs.

I suggest that each of us consider the current performance of the CCP process and decide whether we are satisfied with the results. If not let BellSouth know, otherwise it's Business As Usual.

If BellSouth wants a fair vote, they will offer the question to each of us in writing with a voting option or at the face to face meeting on September 27.

Think about this:

Why does BellSouth want us to endorse the interim document as a new baseline if they say it's only a "working document" anyhow?

Would it have anything to do with litigation potential? If it's only "a starting point so we can jointly move forward" where have we been before now?

-----Original Message-----

From: Tyra Hush [mailto:Tyra.Hush@wcom.com]
Sent: Wednesday, August 30, 2000 3:15 PM
To: Change.Control@bridge.bellsouth.com; Annette.Cook@espire.net;
apatel3@telcordia.com; BellSouth@quintessent.net; best2@surfsouth.com;
brian.powers@OnePointCom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cassandrap@networktelephone.net;
Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com;
cflanigan@uslec.com; Chapmanwe@cepb.com; charrison@mpowercom.com;
cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com;
colleen.e.sponseller@wcom.com; CPolizzotti@northpoint.net;
Craig@excleron.com; Craig.B.Douglas@wcom.com; CSteele@nuitele.com;
daddymax@netbci.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com; DElliott@connectsouth.com;
desiree@communitytelephone.com; dfoust@deltacom.com;
dkane@aspiretelecom.com; dlasher@eftia.com; DoBeck@MediaOne.com;
donnam@networktelephone.net; donnas@intetech.com; dpetry@ix.netcom.com;
drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
ed.ramsden@cc.gte.com;
epadfield@nextlink.com; ESingleton@eztalktelephone.com;
evdoty@nextlink.com; frankb@cellone-ms.com; Gary@CSII.net;
generalg@cris.com; george@accesscomm.com; jason.estep@adelphiacom.com;
jbritton@phonesforall.com; Jdavid4715@aol.com; JDoherty@accessone.cc;
JDuffey@PSC.STATE.FL.US; jeffrey@cellularsouth.com;
JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmclau@kmctelecom.com;
JMMaxwell@Intermedia.com; jnovo@mpowercom.com; Williamson, Jill R,
NCAM;
Wilson Jr, Jack T (Tom), BGM; julie.jacobs@adelphiacom.com;
Katherine.Hudler@espire.net; kcooper@eftia.com;
kelley.dunne@OnePointCom.com; khudson@nextlink.com;
Kimberly.O.Williams@wcom.com; kmarshall@telstar.org;
kmiller@northpointcom.com; kschwartz@covad.com; lchase@covad.com;
lhall@floridadigital.net; lisa@annox.com; Lminasola@MediaOne.com;
Lorraine.Watson@wcom.com; mark@annox.com; Mark.E.Turner@wcom.com;
marybethkeane@kpmg.com; matt@albionconnect.com;
mconquest@itcdeltacom.com; mer@networkwcs.com; microsun@bellsouth.net;
mmclaughlin@dset.com; msaxon@Trivergent.com; mt7210@momail.sbc.com;
mubeen@nightfire.com; ngiugno@kpmg.com; Nicole.Moorman@adelphiacom.com;
Pam_Green@dmr.com; PBarker@aol.com; PBohn@MediaOne.com;
Pkinghorn@eztalktelephone.com; prehm@nightfire.com;
prichardson@Trivergent.com; rbennett@floridadigital.net;
rbuffa@interloop.net; RH3074@momail.sbc.com;
rhonda.calvert@adelphiacom.com; rlthompson@nextlink.com;
robert@alternativephone.com; rszczepanski@kpmg.com;
sandra.k.evans@mail.sprint.com; Sandrajf@intetech.com;
sbowling@caprock.com; shane@eatel.com; sharon.arnett@mail.sprint.com;
sharon.russo@btitele.com; sjenning@nowcommunications.com;
smason@interloop.net; smooore@Trivergent.com; smurray@rhythms.net;
snole@kpmg.com; srober@kmctelecom.com; SStapler@itcdeltacom.com;
steve.taff@allegiancetelecom.com; stuartw@networkonecom.com;
talleylinda@mindspring.com; Tanya.Finney@espire.net; TAYLORJG@LCI.COM;
tbrooks@mantiss.com; timk@networktelephone.net; TLA@MAGICNET.NET;
tmontemayer@mantiss.com; Todd@CSII.net; Tselane.Robertson@alltel.com;
tyra.colbert@wcom.com; usfloridaoss@kpmg.com; Williamsal@cepb.com;
wmknapke@Intermedia.com; wolfsbrg@cris.com; woody@albionconnect.com;
Yvette.Brown@espire.net; rbrekin@telcordiacom.att.com;
msykes@telcordiacom.att.com; billg@telcordiacom.att.com;

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svc-gate@telcordiacom.att.com; karengrim@mailsprintcom.att.com;
trsmith@Trivergent.com; chaynes@Trivergent.com; ssmith@dset.com;
sangelo@bellsouth.net; sbrown@covad.com; gulfcoast@dotstar.net;
Mark.Mecca@dsl.net; Connie@albionconnect.com;
tonya.d.woods@mail.sprint.com; MiThorne@birch.com; ASamson@birch.com;
Karl.Brosnan@OnePointCom.com
Cc: patricia.b.woods@wcom.com; Lorraine Watson (E-mail); Dwight
Scrivener (E-mail)
Subject: RE: BellSouth Response to Steve Murray on CCP Voting Concerns

BellSouth Change Control,

MCI WorldCom is requesting that our vote of "Yes" to baseline the Interim Change Control Process be withdrawn. Our representative in attendance on the 8/23 status call was not aware that she was unable to represent WorldCom in such a vote. As you are well aware, I Tyra Hush am MCI WorldCom's primary contact and Patricia B. Woods is the secondary contact, therefore we are the only representatives to render such a vote.

As previously stressed, MCI WorldCom does not agree to baseline the document until key issues such as the Defect/Expedited process is clearly defined and complete, change request process intervals are shortened, and time intervals are established for outstanding change request.

Sincerely,

Tyra Hush
MCI WorldCom

-----Original Message-----

From: List.Manager@bridge.bellsouth.com
[mailto:List.Manager@bridge.bellsouth.com] On Behalf Of
Change.Control@bridge.bellsouth.com
Sent: Tuesday, August 29, 2000 4:10 PM
To: Annette.Cook@espire.net; apatel3@telcordia.com;
BellSouth@quintessent.net; best2@surfsouth.com;
brian.powers@OnePointCom.com; brutter@kpmg.com; bszafran@covad.com;
c_and_m@bellsouth.net; cassandrap@networktelephone.net;
Catherine.Gray@alltel.com; cecilia.ortiz@adelphiacom.com;
cflanigan@uslec.com; Chapmanwe@cepb.com; charrison@mpowercom.com;
cheryl@eatel.com; chrisg@pvtel.net; christine.shelton@cc.gte.com;
colleen.e.sponseller@wcom.com; CPolizzotti@northpoint.net;
Craig@excleron.com; Craig.B.Douglas@wcom.com; CSteele@nuitele.com;
daddymax@netbci.com; dana.braun@adelphiacom.com;
Debra.Pasquale@btitele.com;
DElliott@connectsouth.com; desiree@communitytelephone.com;
dfoust@deltacom.com; dkane@aspiretelecom.com; dlasher@eftia.com;
DoBeck@MediaOne.com; donnam@networktelephone.net; donnas@intetech.com;
dpetry@ix.netcom.com; drodrigu@accessone.cc; Dwight.Scrivener@wcom.com;
ed.ramsden@cc.gte.com; epadfield@nextlink.com;
ESingleton@eztalktelephone.com; evdoty@nextlink.com; frankb@cellone-
ms.com;
Gary@CSII.net; generalg@cris.com; george@accesscomm.com;

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jason.estep@adelphiacom.com; jbritton@phonesforall.com;
Jdavid4715@aol.com;
JDoherty@accessone.cc; JDuffey@PSC.STATE.FL.US;
jeffrey@cellularsouth.com;
JG6837@ctmail.snet.com; jhoze@kmctelecom.com; jmcclau@kmctelecom.com;
JMMaxwell@Intermedia.com; jnovo@mpowercom.com; jrwilliamson@att.com;
JtWilson2@att.com; julie.jacobs@adelphiacom.com;
Katherine.Hudler@espire.net; kcooper@eftia.com;
kelley.dunne@OnePointCom.com; khudson@nextlink.com;
Kimberly.O.Williams@wcom.com; kmarshall@telstar.org;
kmiller@northpointcom.com; kschwart@covad.com; lchase@covad.com;
lhall@floridadigital.net; lisa@annox.com; Lminasola@MediaOne.com;
Lorraine.Watson@wcom.com; mark@annox.com; Mark.E.Turner@wcom.com;
marybethkeane@kpmg.com; matt@albionconnect.com;
mconquest@itcdeltacom.com;
mer@networkwcs.com; microsun@bellsouth.net; mmclaughlin@dset.com;
msaxon@Trivergent.com; mt7210@momail.sbc.com; mubeen@nightfire.com;
ngiugno@kpmg.com; Nicole.Moorman@adelphiacom.com; Pam.Green@dmr.com;
PBarker@aol.com; PBohn@MediaOne.com; Pkinghorn@eztalktelephone.com;
prehm@nightfire.com; prichardson@Trivergent.com;
rbennett@floridadigital.net; rbuffa@interloop.net;
RH3074@momail.sbc.com;
rhonda.calvert@adelphiacom.com; rlthompson@nextlink.com;
robert@alternativephone.com; rszczepanski@kpmg.com;
sandra.k.evans@mail.sprint.com; Sandrajff@intetech.com;
sbowling@caprock.com;
shane@eatel.com; sharon.arnett@mail.sprint.com;
sharon.russo@btitele.com;
sjenning@nowcommunications.com; smason@interloop.net;
smoore@Trivergent.com;
smurray@rhythms.net; snole@kpmg.com; srober@kmctelecom.com;
SStapler@itcdeltacom.com; steve.taff@allegiancetelecom.com;
stuartw@networkonecom.com; talleylinda@mindspring.com;
Tanya.Finney@espire.net; TAYLORJG@LCI.COM; tbrooks@mantiss.com;
timk@networktelephone.net; TLA@MAGICNET.NET; tmontemayer@mantiss.com;
Todd@CSII.net; Tselane.Robertson@alltel.com; tyra.colbert@wcom.com;
usfloridaoss@kpmg.com; Williamsal@cep.com; wmknapek@Intermedia.com;
wolfsbrg@cris.com; woody@albionconnect.com; Yvette.Brown@espire.net;
rbreckin@telcordiacom; msykes@telcordiacom; billg@telcordiacom;
svc-gate@telcordiacom; karengrim@mailsprint.com; Tyra.Hush@wcom.com;
trsmith@Trivergent.com; chaynes@Trivergent.com; ssmith@dset.com;
sangelo@bellsouth.net; sbrown@covad.com; gulfcoast@dotstar.net;
Mark.Mecca@dsl.net; Connie@albionconnect.com;
tonya.d.woods@mail.sprint.com;
MiThorne@birch.com; ASamson@birch.com; Karl.Brosnan@OnePointCom.com
Subject: ID: BellSouth Response to Steve Murray on CCP Voting
Concerns

<< File: SEND.txt >> << File: CCPRES~1.DOC >>

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF RONALD M. PATE
3 BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 11900-U

5 November 13, 2000
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELL SOUTH
8 TELECOMMUNICATIONS, INC. AND YOUR BUSINESS ADDRESS.
9

10 A. My name is Ronald M. Pate. I am employed by BellSouth
11 Telecommunications, Inc. ("BellSouth") as a Director, Interconnection
12 Services. In this position, I handle certain issues related to local
13 interconnection matters, primarily operations support systems ("OSS").
14 My business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.
16

17 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
18

19 A. I graduated from Georgia Institute of Technology in Atlanta, Georgia, in
20 1973, with a Bachelor of Science Degree. In 1984, I received a Masters of
21 Business Administration from Georgia State University. My professional
22 career spans over twenty-five years of general management experience in
23 operations, logistics management, human resources, sales and marketing.

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001364

1 I joined BellSouth in 1987, and have held various positions of increasing
2 responsibility.

3
4 Q. HAVE YOU TESTIFIED PREVIOUSLY?

5
6 A. Yes. I have testified before the Public Service Commissions in Alabama,
7 Florida, Georgia, Louisiana, South Carolina, the Tennessee Regulatory
8 Authority and the North Carolina Utilities Commission.

9
10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

11
12 A The purpose of my testimony is to address BellSouth's response to Issue
13 5, Line Sharing and Issue 7, Operations Support Systems ("OSS") as
14 identified in Georgia Public Service Commission Docket No. 11900-U,
15 Second Procedural and Scheduling Order. I will also address the FCC's
16 Third Report And Order And Fourth Further Notice Of Proposed
17 Rulemaking In CC Docket 96-98 (FCC 99-238); Released November 5,
18 1999, (UNE Remand Order) as its relates to BellSouth's OSS including a
19 new requirement that BellSouth must provide Competitive Local Exchange
20 Carriers ("CLEC"s) access to loop make-up data via BellSouth's OSS.
21 Additionally, I will address BellSouth's OSS solution to satisfy the FCC's
22 Third Report and Order in CC Docket No. 98-147 and Fourth Report and
23 Order in CC Docket No. 96-98, released December 9, 1999 (Line Sharing

1 Order) requiring that incumbent LECs unbundle the high frequency portion
2 of the loop to permit the CLECs to provide xDSL-based service by sharing
3 the lines with the incumbent's voiceband service.
4

5 ***Issue (7) (a) Operations Support Systems ("OSS"): What pre-ordering and***
6 ***ordering functionalities must BellSouth make available to CLECs to***
7 ***support CLECs ordering of xDSL Loops, In what form must***
8 ***BellSouth make such functionalities available, and by when must***
9 ***BellSouth make such functionalities available?***

10 ***(7) (b) Operations Support Systems ("OSS"): Should BellSouth be***
11 ***required to make available to CLECs an integrated pre-ordering and***
12 ***ordering electronic interface OSS, and if so by what date?***
13

14 Q. DID THE FCC'S UNE REMAND ORDER IMPACT BELLSOUTH'S OSS
15 AS THESE OSS ARE USED BY CLECS?
16

17 A. The UNE Remand Order did not impact the existing CLEC OSS access
18 offered by BellSouth other than to specify at paragraph 426 that "the pre-
19 ordering function includes access to loop qualification [make-up]
20 information."
21

1 Q. WHAT IS BELL SOUTH'S RESPONSE TO THE FCC'S REQUIREMENT
2 THAT LOOP MAKE-UP INFORMATION BE AVAILABLE TO CLECS AS
3 PART OF THE PRE-ORDERING FUNCTION?
4

5 A. BellSouth has developed and implemented procedures to provide CLECs
6 with detailed loop make-up information via the manual Service Inquiry (SI)
7 process. Additionally, BellSouth has under development a detailed
8 mechanized Loop Make-up pre-order process that is accessible through
9 all current electronic interfaces that support pre-order functions (LENS,
10 TAG, and RoboTAGTM). This process will be available to any CLEC that is
11 interested in incorporating these procedures into its interconnection
12 agreement. BellSouth witnesses Ms. Caldwell and Ms. Cox address the
13 costs and BellSouth's proposed rates associated with the work required to
14 incorporate this process into the pre-ordering function.
15

16 Q. PLEASE DESCRIBE THE MANUAL LOOP MAKE-UP SI PROCESS.
17

18 A. The loop make-up data is defined as the physical characteristics of the
19 loop facilities. The data begins at the BellSouth central office, is listed in
20 sequential order, and ends at the serving distribution terminal. Loop
21 make-up data consists of such information as cable gauge and length,
22 bridged taps, load coils, presence of Digital Loop Carrier ("DLC"), and
23 other equipment that is part of local loop facilities.

1
2 The CLEC completes the "Customer Information" section of the Loop
3 Make-up SI form indicating if it wants the loop make-up by telephone
4 number or address/circuit identifier. The CLEC submits the Loop Make-up
5 SI form to the Complex Resale Services Group ("CRSG") or their Account
6 Team with a Local Service Request ("LSR"). The CRS/Account Team
7 forwards the SI form to BellSouth's Outside Plant Engineering Service
8 Advocacy Center ("SAC"). The SAC verifies the availability of loop
9 facilities. If the Loop Make-up SI indicates the CLEC wants the make-up
10 by telephone number or circuit identifier the SAC will return a specific
11 make-up for the requested telephone /circuit identifier. If the Loop Make-
12 up SI indicates the CLEC wants the make-up by address, the SAC will
13 return a specific make-up for the requested address.
14

15 The SAC will supply make-up for either suitable copper pair(s) or DLC
16 pairs as requested by the CLEC for the requested address, telephone
17 number or circuit identifier. If either a copper pair, or DLC, but not both
18 exists at that address/telephone number/circuit identifier, the SAC will
19 indicate in the "Comments Section" which is not available at the requested
20 address/telephone number. The following is an example comment for an
21 existing DLC make-up where a copper pair does not exist: "Provided DLC
22 make-up at above address, no copper pairs exist at this location". Again,
23 the loop make-up will be listed in sequential order starting at the central

1 office and ending at the end user terminal. The SAC will return the
2 completed Loop Make-up SI to the CRSG/Account Team. The
3 CRSG/Account Team reviews the SI form for completeness and forwards
4 the loop make-up SI request along with the LSR to the Local Carrier
5 Service Center ("LCSC") for confirmation of a complete and accurate LSR.
6 The CLEC returns the Loop make-up response to the CLEC via electronic
7 mail. The LCSC provides a firm Order Confirmation ("FOC") to the CLEC
8 and generates a service order that automatically completes for billing the
9 service.

10

11 Q. IS THE MANUAL LOOP MAKE-UP SERVICE INQUIRY MERELY AN
12 INTERIM PROCESS UNTIL ELECTRONIC ACCESS IS AVAILABLE?
13

14 A. No. The manual Loop Make-up ("LMU") SI process will continue to be a
15 means for obtaining loop make-up information, even after electronic Loop
16 Make-up functionality is available. It will be necessary to use this process
17 for those situations where the Loop Facilities Assignment Control System
18 ("LFACS") is not sufficiently populated with the data needed to make a
19 decision and thus the electronic LMU query does not meet the CLEC's
20 need. Additionally, this process will remain for those CLECs who choose
21 not to deploy the systems needed for the electronic query for LMU.
22 CLECs may obtain documentation for the current Unbundled Network
23 Element ("UNE") pre-ordering and ordering information pertaining to

1 BellSouth's manual loop make-up at BellSouth's Website:

2 <http://www.interconnection.bellsouth.com/guides/bpobr.html>

3

4 Q. CAN YOU ESTIMATE THE QUANTITY OF BELL SOUTH LOOPS THAT
5 HAVE DETAILED LOOP INFORMATION POPULATED WITHIN LFACS
6 THEREBY REDUCING THE NEED FOR A MANUAL SI?

7

8 A. While 100% of BellSouth's loops are populated in LFACS with certain
9 basic information, not all will have the detailed loop make-up information.
10 As a rule, BellSouth has populated detailed loop make-up for its designed
11 services which require special engineering and provisioning and often are
12 served by more than one central office or wire center. BellSouth has not
13 populated LFACS in the past with detailed loop make-up information for
14 non-designed services that require no special provisioning and are served
15 by one central office or wire center because it did not need the detailed
16 loop make-up information on these services. However, in the high-
17 populated metropolitan areas where the marketing efforts of CLECs are
18 most likely to be concentrated, it is approximated that as much as 80% of
19 loops with detailed loop make-up information are populated in LFACS. So
20 it is only for that remaining small percentage of loops that the manual SI
21 process may have to be utilized. And whenever CLECs must use the
22 manual SI process for these remaining loops, BellSouth will load the
23 resulting loop make-up information in LFACS for future queries.

1

2 Q. DID THE UNE REMAND ORDER REQUIRE ELECTRONIC ACCESS TO
3 BELLSOUTH'S OSS FOR CLEC XDSL SERVICE REQUESTS?

4

5 A. No. The FCC UNE Remand Order did not require access to pre-order and
6 ordering functionality associated with xDSL service request be electronic.
7 The FCC stated "That interface and gateway issues are already captured
8 in the nondiscriminatory access requirements of the Local Competitive
9 First Report and Order."¹ The FCC further stated that the "LEC must
10 provide the requesting carrier with nondiscriminatory access to the same
11 detailed information about the loop that is available to the incumbent
12 LEC."²

13

14 Q. IS BELLSOUTH DEVELOPING A MEANS TO PROVIDE CLECS WITH
15 ELECTRONIC ACCESS TO LOOP MAKE-UP INFORMATION AND
16 ELECTRONIC ORDERING OF XDSL LOOPS?

17

18 A. Yes. BellSouth is developing a comprehensive electronic process for pre-
19 ordering and ordering for CLECs via the Telecommunications Access
20 Gateway ("TAG"), RoboTAG™ and Local Exchange Navigation System
21 ("LENS"). It provides electronic access to loop make-up information from
22 the Loop Facilities Assignment and Control System ("LFACS") and

¹ CC Docket 96-98, Paragraph 426, page 193, released November 5, 1999

² CC Docket 96-98, Paragraph 427, page 193, released November 5, 1999

1 electronic ordering of xDSL loops. BellSouth is also enhancing the
2 Electronic Data Interchange ("EDI") to provide electronic ordering of xDSL
3 loops. These enhancements are currently in beta testing with selected
4 CLECs. Interested CLECs will need to conduct System Readiness Testing
5 ("SRT") with BellSouth prior to using these new functions when they
6 become available in production. If they have not done so already, CLECs
7 must also upgrade their TAG interfaces to the TCIF 9.0 version in order to
8 test the new functions and then use them in production. CLECs may
9 obtain information on the manual and electronic ordering of BellSouth
10 Loop Make-up at the BellSouth Website:

11 <http://interconnection.bellsouth.com/products/UNE/bstlmnu.pdf>.

12
13 Q. HOW WILL BELLSOUTH IMPLEMENT THIS PLAN FOR ELECTRONIC
14 ACCESS TO LOOP MAKE-UP INFORMATION AND ELECTRONIC
15 ORDERING OF XDSL LOOPS?

16
17 A. BellSouth is implementing a vendor solution provided by Telcordia
18 Technologies, Inc. to provide the OSS necessary for the pre-ordering,
19 ordering and provisioning of CLEC xDSL loops. This extensive technical
20 solution provides Pre-Existing Licensed Software and Marketable
21 Licensed Software and Services to integrate Licensed Software for CLEC
22 xDSL into BellSouth's operations environment. As an example, the
23 solution includes the establishment of a new corporate gateway along with

1 a new system architecture for the processing of Local Service Requests
2 ("LSRs") for xDSL loops.

3
4 The Corporate gateway establishes a single entry point for processing of
5 xDSL requests. It provides a flexible and expandable independent
6 gateway that has security, logging and mapping capabilities,
7 The Corporate gateway is configured to provide CORBA interfaces for the
8 TAG client APIs from the CLECs and an interface for BellSouth's OSS.
9 This allows pre-ordering and ordering functionality utilizing BellSouth's
10 LENS, TAG, and Robo@Tag electronic interfaces. It also provides a
11 navigator interface for the Local Service Requests Router ("LSRR"), which
12 permits firm ordering functionality utilizing the BellSouth EDI electronic
13 interface.

14
15 The new system architecture known as Delivery Order Manager will
16 automate many of the service requests functions. Delivery Order
17 Manager can be described as a work flow sequencing and control
18 "engine" that works with partner applications to accept and process
19 service requests. Delivery Order Manager will manage the access to all
20 the databases needed to process a request. Some commonly known
21 databases for pre-order and order functionality are CRIS, CABS, RSAG,
22 ATLAS, and P/SIMS. In addition, Delivery Order Manager will access
23 LFACS for queries for loop make-up information. Delivery Order Manager

1 also interfaces with a new Service Order Generator for mechanized
2 service order creation allowing flow through of the requests to BellSouth's
3 Service Order Communications System ("SOCS"). In addition to the
4 software requirements and associated software Right-To-Use ("RTU")
5 fees, the Telcordia provided solution also provides support services.
6 Support services include such items as:

- 7
- 8 • Platform planning and support
- 9 • Installation and system administration support
- 10 • Services integration testing
- 11 • Training and documentation
- 12

13 Q. WHAT IS THE CURRENT VALUE OF THE SOFTWARE AND SERVICES
14 SCOPE OF WORK THAT WILL BE PERFORMED BY TELCORDIA FOR
15 BELL SOUTH IN THE UNE REMAND FOR XDSL?
16

17 A. The software and service fees total approximately \$28,500,000 for the
18 pre-ordering and ordering software and services provided by Telcordia
19 Technologies, Inc. This includes 3 enhancements to incorporate newly
20 identified functionality necessary to provide a full compliment of pre-order
21 and order capabilities.
22

1 Q. BASED ON CURRENT PLANS, WHEN WILL ELECTRONIC PRE-
2 ORDER AND ORERING CAPABILITIES BE AVAILABLE UNDER THE
3 TELCORDIA SOLUTION?
4

5 A. BellSouth currently has the pre-order functionality which includes, loop
6 make-up and the xDSL compatible loop firm order functionality in a Beta
7 testing environment. The pre-ordering functionality for xDSL is targeted for
8 deployment into the production environment in mid-to-late November
9 2000. BellSouth has encountered some problems that have delayed
10 deployment of xDSL firm ordering functionality. BellSouth is working with
11 Telcordia to establish dates when these problems will be corrected.
12

13 Q. PLEASE SUMMARIZE THE BENEFITS OF THE TELCORDIA SOLUTION
14 FOR CLEC XDSL PRE-ORDERING AND ORDERING.
15

16 A. The Telcordia solution provides CLEC xDSL pre-ordering and ordering
17 functionality that is fully integrated, highly extendable and scalable end-to-
18 end with maximum reuse of function. Through a strategic supplier
19 relationship, BellSouth benefits from expert planning assistance from a
20 world-class OSS and technology supplier. Finally, and very important,
21 BellSouth and its CLEC customers realize reduced costs from elimination
22 of complex product selection and multi-supplier systems integration work.
23

1 Q. DOES BELLSOUTH PROVIDE ACCESS TO OTHER DATABASES THAT
2 MAY BE USEFUL IN OBTAINING PRE-ORDERING INFORMATION IN
3 CONNECTION WITH THE PROVISIONING OF CLEC XDSL SERVICE?
4

5 A. Yes. BellSouth provides information from its Loop Qualification System
6 ("LQS"). LQS was designed as a tool for Network Service Providers, the
7 purchasers of BellSouth's tariffed Industrial class ADSL offering (as
8 opposed to BellSouth's business class ADSL offering) to determine
9 whether a particular service location is qualified for BellSouth's industrial
10 class ADSL offering based on BellSouth's defined technical parameters.
11 In other words, by entering a telephone number, LQS provides the user
12 with a qualified "yes/no" response based on the technical parameters of
13 BellSouth's industrial class ADSL offering. LQS does not provide loop
14 make-up information as contemplated by the FCC's xDSL requirement.
15 Subsequent to the FCC's UNE Remand order, LQS was made available
16 for use by CLECs on an interim basis until the mechanized loop make-up
17 interface is deployed. However, the purpose of LQS did not change with
18 providing access to CLECs – it remains a tool designed to provide a
19 response to the inquirer if the location is qualified for BellSouth's ADSL
20 service. Once again, LQS does not provide the level of detailed
21 information in order that a CLEC may make an independent judgment
22 about whether the loop is capable of supporting advanced services
23 equipment the CLEC intends to install.

1

2 Q. HOW DOES A CLEC OBTAIN ACCESS TO LQS?

3

4 A. A CLEC may contact its BellSouth account team to obtain information on
5 gaining access to LQS. The account team will assist with the appropriate
6 documentation necessary to obtain a password and resulting access to
7 LQS. CLECs may obtain a Loop Qualification System DLEC/CLEC Job
8 Aid via the BellSouth Website:

9 <http://www.interconnection.bellsouth.com/guides/bpobr.html>

10

11 Q. YOU HAVE REFERRED TO BOTH BELL SOUTH INDUSTRIAL CLASS
12 ADSL AND BUSINESS CLASS ADSL. PLEASE DIFFERENTIATE.

13

14 A. My reference to BellSouth's industrial class ADSL is describing a low
15 speed service, downstream data rate up to 1.5 Mbps and upstream data
16 rate up to 256 Kbps. The cost structure for this offering does not support
17 special actions by BellSouth to either condition an existing loop or to
18 provide a new loop in order to make ADSL work at a given location. The
19 1.5 Mbps x 256 Kbps offering, referred to as industrial service, is a "best
20 effort", low cost, mass market offering.

21

22 My reference to BellSouth's business class ADSL is describing a high-
23 speed service with data rates of:

- 1 • 384 Kbps x 384 Kbps
- 2 • 768 Kbps x 512 Kbps
- 3 • 1.5 – 1.8 Mbps x 512 - 768 Kbps
- 4 • 2 – 4 Mbps x 640 – 896 Kbps
- 5 • 4 – 6 Mbps x 640 – 896 Kbps
- 6 • 192 Kbps x 192 Kbps.
- 7

8 The business class offering will provide network performance levels to be
9 obtained in BellSouth's network and loop conditioning to provide a desired
10 class of service including symmetric and asymmetric data rates.

11
12 The BellSouth business class ADSL is the comparable service to CLEC
13 loops requiring loop make-up in this docket because performance levels
14 for both are guaranteed.

15
16 Q. WHAT IS THE SOURCE OF THE LOOP INFORMATION CONTAINED
17 WITHIN LQS?

18
19 A. The database of record for loop make-up information is LFACS. Thus, the
20 source of loop information in LQS is LFACS. However, LQS also utilizes
21 the additional software systems described below:

22

- 1 • Loop Engineering Information System ("LEIS") - An umbrella system
2 with several modules, one of which is LEAD.
3
- 4 • Loop Engineering Assignment Data ("LEAD") - LEAD is a snapshot of
5 the LFACS database. It receives current data once a month for all wire
6 centers. LEAD is completely updated each month.
7
- 8 • Hands-Off Assignment Logic - ("HAL") HAL is a BellSouth developed
9 software system designed to pull information from LFACS and join
10 transactions that can not be performed by LFACS, including
11 assignment of most service orders, among which includes
12 assignments on ADSL facilities.
13

14 Q. IS DIRECT ACCESS TO LFACS OR LEIS/LEAD REQUIRED IN ORDER
15 TO PROVIDE CLECS WITH DETAILED INFORMATION ABOUT THE
16 LOOP?
17

18 A. No. BellSouth's obligation is to provide requesting carriers the same
19 underlying information that BellSouth has in any of its own databases or
20 other internal records³. BellSouth's mechanized OSS interface and
21 manual interface provides a means to submit either a mechanized LMU
22 pre-order query or a manual LMU Service Inquiry ("SI") to LFACS and

³ CC Docket 96-98, paragraph 427, page 193, released November 5, 1999

1 receive a response. In the case of LEIS/LEAD, access may be obtained
2 by CLECs for LQS which provides a "yes/no" qualified response.

3

4 ***Issue (5) (b) Line Sharing: How and under what rates, terms, and conditlons***
5 ***should line sharing be provided?***

6

7 Q. WHAT PORTION OF THIS ISSUE ARE YOU ADDRESSING?

8

9 A. I will discuss BellSouth's implementation of line sharing as it relates to
10 BellSouth's OSS and BellSouth's associated cost of implementation. The
11 issue relating to Line Sharing rates will be addressed by Ms. Cindy Cox.

12

13 Q. PLEASE DESCRIBE BELL SOUTH'S APPROACH TO DEVELOPING
14 OSS FUNCTIONALITY THAT WILL ELECTRONICALLY PROCESS LINE
15 SHARING SERVICE REQUESTS.

16

17 A. The vendor solution provided by Telcordia Technologies, Inc. previously
18 described for CLEC xDSL pre-ordering and ordering functionality also has
19 a module to provide the OSS necessary for the pre-ordering, ordering and
20 provisioning of Line Sharing service.

21

22 Q. PLEASE SUMMARIZE THE BENEFITS OF THE TELCORDIA SOLUTION
23 FOR LINE SHARING TO BELL SOUTH AND ITS CLEC CUSTOMERS.

1

2 A. In addition to those benefits previously described, the Telcordia solution
3 offers electronic processing of Line Sharing service requests allowing
4 flow-through within BellSouth's OSS. This includes the ability to inventory
5 and assign BellSouth facilities and splitters at the pre-specified CLEC
6 meet points. These capabilities provided by the Telcordia solution
7 translate into reliable, fast and accurate processing of CLEC Line Sharing
8 service requests. It provides state-of-the-art technology with the ability to
9 process the anticipated volumes of requests in a cost-effective manner
10 and to build future applications and functionalities.

11

12 Q. IS THE SCOPE OF WORK THAT IS TO BE PROVIDED BY TELCORDIA
13 EXCLUSIVELY FOR CLEC OSS CAPABILITIES ASSOCIATED WITH
14 THE CLEC XDSL AND LINE SHARING?

15

16 A. No. The majority of the work done in this effort is for OSS capabilities
17 associated with CLEC xDSL and Line Sharing orders; however, Telcordia
18 is performing additional work on Electronic Access Ordering ("EAO")
19 functionality. EAO will provide ASR pre-order functionality for address
20 validations and Connecting Facility Assignment ("CFA") inquiries.
21 Approximately \$3.2 million is committed for licensed software Right-to-Use
22 fees associated with EAO.

23

1 Q. WHAT IS THE CURRENT VALUE OF THE SOFTWARE AND SERVICES
2 SCOPE OF WORK THAT WILL BE PERFORMED BY TELCORDIA FOR
3 BELL SOUTH IN THE LINE SHARING EFFORT?
4

5 A. The software and service fees total approximately \$41,000,000 for the
6 Line Sharing software and services provided by Telcordia Technologies,
7 Inc. This does not include the approximate \$3,200,000 for software fees
8 described previously for EAO functionality.
9

10 Q. BASED ON CURRENT PLANS WHEN WILL ELECTRONIC PRE-
11 ORDERING AND ORDERING CAPABILITIES BE AVAILABLE UNDER
12 THE TELCORDIA SOLUTION?
13

14 A. As previously stated with the pre-ordering of xDSL, the deployment for
15 pre-ordering of Line Sharing is planned for mid-to-late November 2000.
16 Firm Order Line Sharing utilizing the vendor supplied solution by Telcordia
17 does not yet have a firm deployment schedule established. In cooperation
18 with the CLEC Line Sharing collaborative teams, BellSouth has
19 implemented an interim solution in the existing OSS utilizing the Local
20 Exchange Service Order Generator ("LESOG") to allow mechanized firm
21 ordering of CO-based BellSouth-owned splitter Line Sharing. This interim
22 solution was implemented for the production environment on September
23 30, 2000. This interim solution will be supplemented and replaced utilizing

1 the Telcordia solution in mid-to-late 2001. BellSouth plans to also offer
2 mechanized firm order of CO-based CLEC owned splitter Line Sharing
3 and Remote Line Sharing. These products are being developed jointly in
4 the Line Sharing Collaborative teams and will be mechanized as they are
5 developed.

6

7 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

8

9 A. Yes.

10

11

12

EXCEPTION 9

BellSouth OSS Testing Evaluation

November 14, 2000

EXCEPTION REPORT

An exception has been identified as a result of test activities associated with the initial interview of BellSouth personnel for CLEC Training (PPR4).

Exception:

BellSouth does not have documented procedures for CLEC training management practices and program administration. (PPR4)

Background:

The *BellSouth Start-Up Guide*¹ states:

- BellSouth offers training courses to CLECs to help them interface efficiently with BellSouth. The classes are designed to aid the CLEC's understanding of the CLEC/BellSouth relationship and the procedures and services involved.

BellSouth Professional Training Services personnel² state:

- The objective of the CLEC Training function is to provide quality training in order for CLECs to be able to process orders manually and/or to utilize the Operational Support System (OSS).

Issue:

During interviews with members of BellSouth Professional Training Services, KPMG Consulting found that BellSouth does not have documentation for the following items:

1. Descriptions of the roles and responsibilities of the Senior Manager in charge of Professional Training Services and the Professional Training Services Coordinator.
2. Procedures defining the scope and objectives of the training process.
3. Procedures for accepting CLEC input regarding training curriculum.
4. Procedures for publishing information about training opportunities.

¹ The Bell-South Start-Up Guide is located at <http://www.interconnection.bellsouth.com/guides/activation/pdf/startup2.pdf>, Version 1.1, 7/27/2000, Section 9.0, page 97.

² Initial Interview of Professional Training Services personnel conducted 9/20/2000.

EXCEPTION 9
BellSouth OSS Testing Evaluation

5. Procedures for addressing errors and exceptions in training events and materials.
6. Procedures to monitor and ensure the quality of training, which include:
 - a. Surveying training recipients on the effectiveness of training.
 - b. Responding to feedback about training quality.
 - c. Monitoring instructor performance.
7. Procedures to track utilization and attendance of training tools and forums.
8. Procedures to ensure that training offerings are scalable in response to additional demand.

Without clear and complete documentation of operating procedures, BellSouth cannot ensure consistency and repeatability of the training process.

Impact:

CLECs may experience inconsistent levels of training or training support from BellSouth Professional Training Services. The lack of a consistent and repeatable process could impede the ability of CLECs to effectively train their staff and ultimately impact the quality of service provided to their customers.

FLORIDA OSS BELLSOUTH'S RESPONSE TO EXCEPTION 9



FL OSS TEST
Exception #9

December 5, 2000

EXCEPTION REPORT

An exception has been identified as a result of test activities associated with the initial interview of BellSouth personnel for CLEC Training (PPR4).

Exception:

BellSouth does not have documented procedures for CLEC training management practices and program administration. (PPR4)

Background:

The *BellSouth Start-Up Guide*¹ states:

- BellSouth offers training courses to CLECs to help them interface efficiently with BellSouth. The classes are designed to aid the CLEC's understanding of the CLEC/BellSouth relationship and the procedures and services involved.

BellSouth Professional Training Services personnel² state:

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During interviews with members of BellSouth Professional Training Services, KPMG Consulting found that BellSouth does not have documentation for the following items:

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² Initial Interview of Professional Training Services personnel conducted 9/20/2000.

FLORIDA OSS BELL SOUTH'S RESPONSE TO EXCEPTION 9

3. Procedures for accepting CLEC input regarding training curriculum.
4. Procedures for publishing information about training opportunities.
5. Procedures for addressing errors and exceptions in training events and materials.
6. Procedures to monitor and ensure the quality of training, which include:
 - a. Surveying training recipients on the effectiveness of training.
 - b. Responding to feedback about training quality.
 - c. Monitoring instructor performance.
7. Procedures to track utilization and attendance of training tools and forums.
8. Procedures to ensure that training offerings are scalable in response to additional demand.

Without clear and complete documentation of operating procedures, BellSouth cannot ensure consistency and repeatability of the training process.

Impact:

CLECs may experience inconsistent levels of training or training support from BellSouth Professional Training Services. The lack of a consistent and repeatable process could impede the ability of CLECs to effectively train their staff and ultimately impact the quality of service provided to their customers.

BellSouth Response:

We have established Methods and Procedures for all of the above items stated. These M&Ps are provided as a separate document.

Documentation Procedures for CLEC Training Management Practices

Question: Roles and responsibilities of the Senior Manager in charge of Professional Training Services and the Professional Training Services Coordinator.	
Step	Action
1	Hiring all Instructional Designers and Trainers for CLEC training.
2	Tracking and measuring all revenue and expense for Professional training Services.
3	Measuring return on investment.
4	Measuring demand for classes and filling that demand.
5	Measuring results of pre and posttests.
6	Taking CLEC input and making sure that suggestions and improvements are implemented in the training classes.
7	Tracking instructor evaluations and pre and post tests via Access.
8	As new procedures and software are implemented Training Coordinator ensures that training material is modified accordingly or new classes are added to accommodate for the new procedures.

Question: Scope and objectives of the training process	
Step	Action
1	To provide quality training in order for CLECs to be able to process orders manually and/or utilize the Operational Support System (OSS).
2	Train all CLECs who we identify in the market place to help them be able to interface efficiently with BellSouth.
3	Aid the CLEC's understanding of the CLEC/BellSouth relationship and the procedures and services involved.
4	Define volume and term training deals.
5	Set up web based and instructor lead classes for those new CLECs entering into the market place.
6	Design classes to make the CLEC a better more capable competitor in the market place.
7	Share BellSouth knowledge and know how with the CLEC community.

Question: Procedures for accepting CLEC input regarding the training curriculum	
Step	Action
1	CLEC Inforum-CLECs asked to fill out cards asking for their ideas on improvements and for suggestions on classes we need to add or modify.
2	Instructor evaluations are given at the end of each training class asking CLECs to rate the class on specific measures and give their input on pre-determined questions. These evaluations are read by instructors and Senior Manager and results are put into a database.
3	Ongoing Return on Investment studies are conducted where CLECs are called by phone and asked for their opinions and input.
4	Attendance at several CLEC trade shows to provide information on our program as well as receive information for improvements and new ideas for the CLEC community.

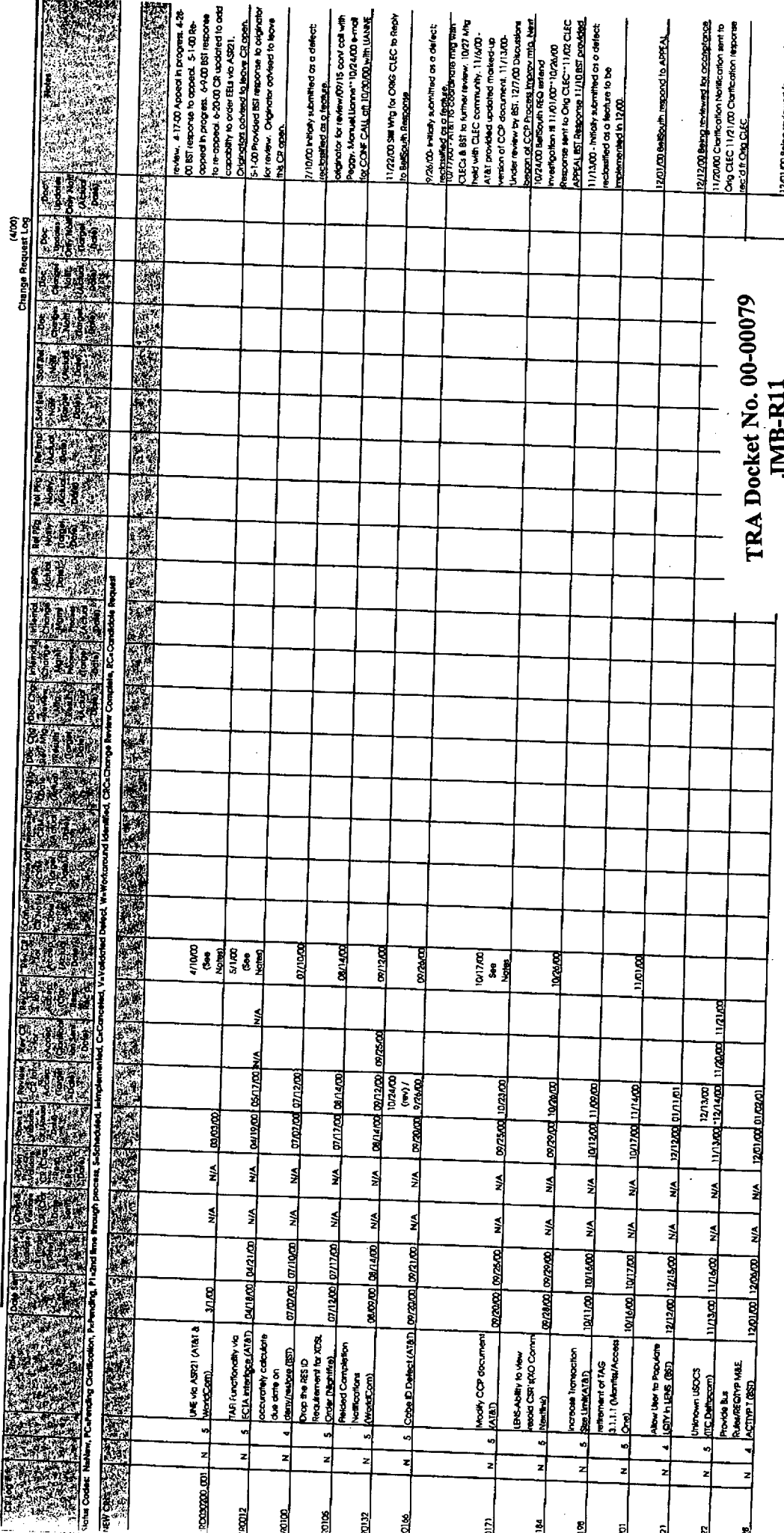
Question: Procedures for publishing information about training opportunities	
Step	Action
1	All CLEC classes are published on the web. This includes class description, available dates, and pricing.
2	Literature is produced that describes each class in detail stating specific course objectives, time frames, and pricing.
3	CLEC Inforum is done twice a year to educate CLECs on services that we offer and new enhancements in doing business with BellSouth.
4	The web is kept current with class offerings and web-based classes.
5	Send out flyers when new classes are established.
6	Interviews and articles are done in our CLEC quarterly.

Question: Procedures for addressing errors and exceptions in training events and materials	
Step	Action
1	Instructional Designers make any necessary changes to the training material including correcting errors and making updates.
2	SME's review all documentation before it is put into training material and taught in the classroom.
3	Regulatory issues and any requests for future directives are many times fielded by the Training Coordinator who then passes them on to the proper instructor or if needed the Manager of Professional Services

Question: Procedures for monitoring and ensuring the quality of training which include:

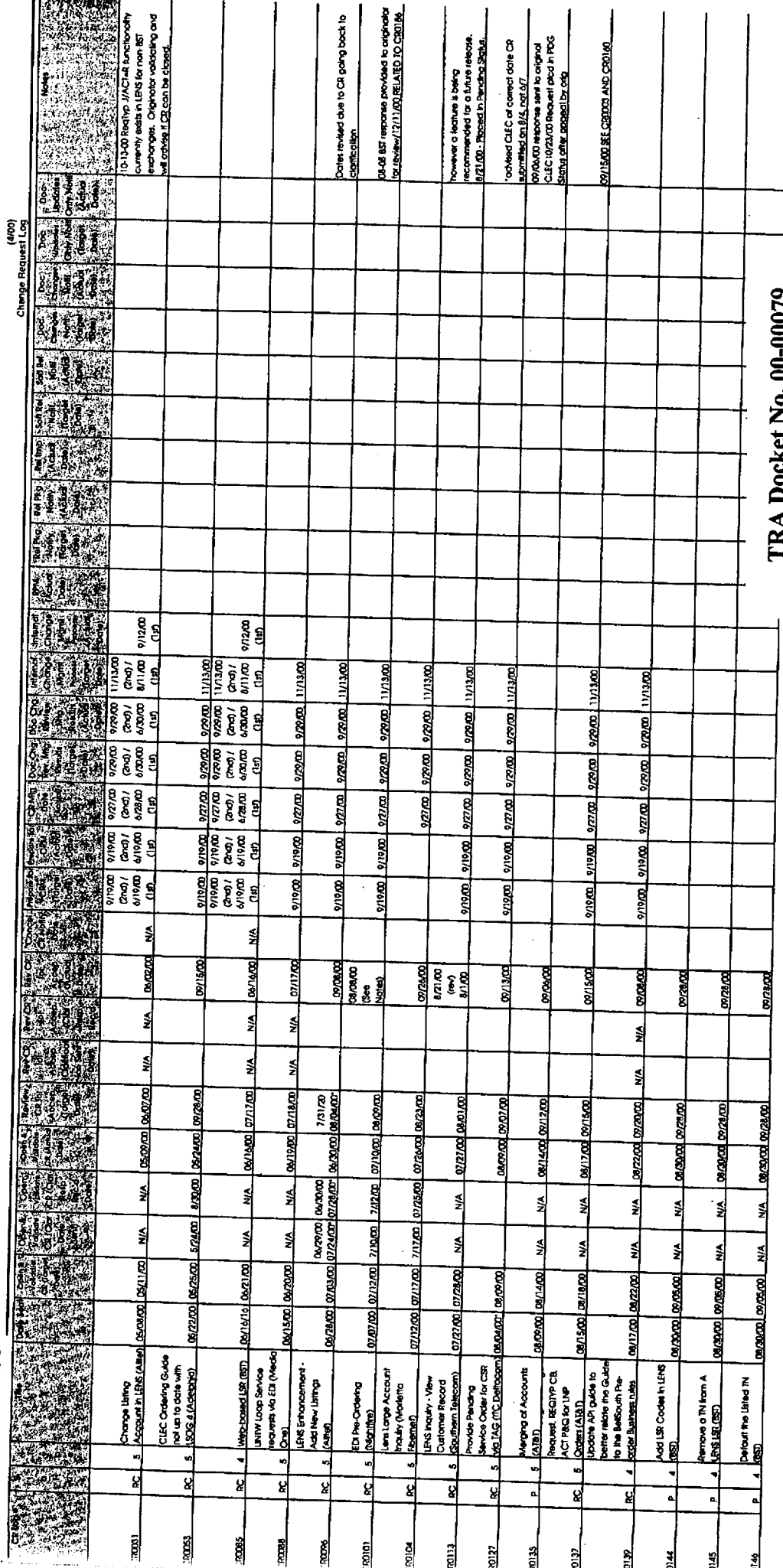
- surveying training recipients on the effectiveness of training
- responding to feedback about training quality
- monitoring instructor performance

Step	Action
1	Level One evaluations asking for input on material, classroom and instructor are handed out at the end of each class. These are then read by instructor and keyed into a database.
2	Pre and posttests are given at the beginning and end of each class to specifically measure the amount of participant learning that occurred. These pre and posttests are then averaged for each class and average pre and posttest measures are tracked in our database.
3	Training Coordinator can tell by these pre and posttest score averages for each class if there are problems that need to be addressed. If these scores are not consistent with past averages instructor evaluations are looked at even more closely to help determine what the problem is so it can be corrected.
4	Pre and posttests along with instructor/class evaluations greatly aid in helping us make decisions about what new developments and new customer markets need to be addressed in training. They also help us determine if training is meeting the CLECs needs in the field.
5	Training coordinator occasionally sits in on the classroom and measures effectiveness of materials and trainer.



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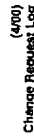
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Jointly Developed by the Change Control Sub-team comprised
of BeltSouth and CLEC Representatives



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> Change Control Statuses >>

Implemented Change Requests 1999 - 2000

Date Title

December 2000

12/18/2000 CR0236 - Incorrect Calculation of Due Date Intervals for PIC/LPIC
 12/18/2000 CR0226 - Calculate Correct Due Date Intervals
 12/18/2000 CR0193 - TAG Hardware/Software upgrade to UNIX 11.0 Platform
 12/12/2000 CR0211 - Different Information displayed on TAG than LENS
 12/12/2000 CR0194 - Missing Interval Guide for Port/Loop Combos
 12/11/2000 CR0216 - NPORD Date for FOC (Issue 7)
 12/11/2000 CR0230 - NPORD Defect
 12/11/2000 CR0219 - Due Date Intervals for LNP with Loop (REQTYP BB)
 12/11/2000 CR0091 - Add DFDT to the FOC
 12/11/2000 CR0068 - Pipe Cross USOC
 12/08/2000 CR0131 - Split Billing Requests

November 2000

11/21/2000 CR0224 - Invalid error message on REQTYM M for Line class of Svc
 11/21/2000 CR0214 - Documentation error on 2 wire UNE-P Bus/Res/PBX document
 11/20/2000 CR0204 - LESOG Not Processing REQTYM JB/ACT=A Correctly
 11/20/2000 CR0203 - LESOG Should Allow Manual Handling Instead of Auto-Clarifying
 11/20/2000 CR0045 - Strip Non-Resellable USOCs
 11/20/2000 EDI020900_001 - Electronically Order Routing to OS/DA
 11/14/2000 CR0162 - OTN Defect Issue 7
 11/14/2000 CR0148 - LESOG not recognizing disposition of addl/foreign listing
 11/14/2000 CR0136 - Address validating in LENS but not in TAG - Old RSAG
 11/14/2000 CR0126 - LESOG not pulling the correct CFN number for enhanced MMC
 11/14/2000 CR0108 - Listings over the number of 2 not shown on LSR or order
 11/14/2000 CR0073 - LEO not pulling Ported Number on FOC/CN
 11/14/2000 CR0024 - LOCNUM = HT = TN not found on CSR or LSR

October 2000

10/27/2000 CR0191 - Suppress the premise visit indicator
 10/27/2000 CR0188 - Release 7.1 Caused Defects
 10/26/2000 CR0205 - Listing Order Defect
 10/23/2000 CR0150 - Add NPT Data Element to the ESDQ Query
 10/23/2000 CR0147 - Seasonal Suspend

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10/16/2000 CR0187 - LESOG should recognize street directional for validation
 10/16/2000 CR0167 - Incorrect Circuit # on FOC
 10/16/2000 CR0163 - LESOG should not bring over FIDS on line USOCs
 10/16/2000 CR0109 - GA 912/229/478 NPA Splits
 10/10/2000 CR0134 - TN Reservation Display of Switch CLI
 10/10/2000 CR0106 - Delay Sunset of LSOG 2 XDSL Ordering via Fax
 10/06/2000 TAG011700_001 - Migration As Specified for OSS99
 10/06/2000 CR0125 - Change order to add a VCA and RJ11C in LENS
 10/06/2000 CR0124 - LESOG to cancel N&D if unsuccessful in generating both
 10/06/2000 CR0102 - NUM = TELNO = ACCT is Final Reject
 10/06/2000 CR0089 - TN Reservation via LENS
 10/06/2000 CR0081 - LESOG Populating incorrect due date interval
 10/09/2000 CR0061 - Implement NC Overlay for 704/980
 10/09/2000 CR0060 - Implement Kentucky NPA Split (606/859)
 10/02/2000 CR0153 - Electronic Ordering of CO Based Line Sharing
 10/02/2000 CR0129 - LESOG Failing to apply ZRTI to Orders
 10/02/2000 CR0118 - Remove Housenumprefix for TAG API 2.2.0.10
 10/02/2000 CR0116 - Premise Visit Indicator
 10/02/2000 CR0115 - Partial Pre-Order Query Due Date Calculation
 10/02/2000 CR0112 - Conversion As Is-ACT W Defect
 10/02/2000 CR0159 - Documentation Discrepancies in BBR-LO Issue 9G
 10/02/2000 CR0117 - Update TAG Issue 7 Map Due Date Calculation Tables

August 2000

08/29/2000 CR0092 - DFDT & CHC
 08/29/2000 CR0077 - Subscription Version Cancellations
 08/29/1999 LSR0623990001 - Workflow Mechanization
 08/22/2000 CR0119 - LESOG Auto-Clarifying NUM=TELNO=TN not in CRIS
 08/22/2000 CR0047 - Display Enhanced MemoryCall Access Number in LENS
 08/16/2000 EDI0812990001 - EDI Ordering for Unbundled xDSL Loops
 08/16/2000 TAG0812990002 - Pre-Order Loop Inquiry
 08/14/2000 CR0076 - Generate Port Side of Order when Adding Line
 08/14/2000 CR0075 - LESOG is Clarifying for 1MBFE in Error
 08/14/2000 CR0071 - ECCKT data on FOC/CN
 08/14/2000 OSS011300_001 - Migration as Specified for OSS99
 08/07/2000 CR0084 - TAG 2.2.0.8 Security Exception Error Defect
 08/03/2000 CR0062 - ReqTyp P/TOS 2nd Char of E

July 2000

07/28/2000 CR0067 - Call Return Invalid with Class of Service USOC UEPRX
 07/12/2000 CR0022 - Flow Through Matrix

June 2000

06/17/2000 CR0060 - Implement Kentucky NPA Split (606/859)
 06/16/2000 CR0084 - TAG Unknown Security Exception Types

May 2000

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05/23/2000 CR0054 - Versioning Defect 5.23.00

05/07/2000 CR0006 - YPQTY WPQTY

April 2000

04/30/2000 CR0007 - VER Field on Rejected LSRs for LNP

04/29/2000 CR0019 - ECCKT Defect

04/18/2000 CR0024 - Hunt Group Defect on a Separate CSR

04/18/2000 CR0011 - LENS Directory Defect

04/15/2000 CR0026 - NC Code not populating on Tag Loop Order

March 2000

03/23/2000 CR0004 - Line Class of Service

03/01/2000 CR0001 - Room Field Defect

February 2000

02/03/2000 ALL020900_002 6 - Character Yellow Page Heading (YPH) Code

1999

12/1999 TAG0907990001 - TAG Pre-Order Doc Enhancements

08/12/1999 LEO812990001 - Error Code List Note Modification

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> Change Control Process >>

2000 Change Requests

Select a Month

Date Title

December

12/18/2000 CR0247 - Reduce Due Date Interval from 5 to 4 days for SL1 in TAG
 12/18/2000 CR0246 - LENS/TAG - Ability to view resold/UNE-P CSRs
 12/18/2000 CR0245 - LENS/TAG/EDI Manual vs Mechanized Notification
 12/18/2000 CR0229 - Enhance Address Validation in LENS/TAG to Allow Creating New LOC
 12/18/2000 CR0225 - Notes Added to the LACT Field in the BBR
 12/18/2000 CR0215 - UNE to UNE Bulk Migrations
 12/14/2000 CR0244 - Establish Standard Call Center Measurements 7 Reports for LCSC
 12/14/2000 CR0243 - Class of Service
 12/12/2000 CR0221 - Allow User To Populate LQTY In Lens
 12/12/2000 CR0242 - Invalid TNs on CSR Defect
 12/12/2000 CR0241 - CN returned on incorrect LSR version
 12/12/2000 CR0240 - LENS Line Class of Service Defect
 12/12/2000 CR0239 - LENS Quality of Service Defect
 12/12/2000 CR0238 - Provide Separate E-Mail Notification Lists for System Outages
 12/12/2000 CR0237 - Modify Due Date calculation mod to process RECTYP M as UNE
 12/12/2000 CR0236 - Incorrect calculation of Due Date intervals for PIC/LPIC
 12/12/2000 CR0233 - RORD field in LEO listed as unused
 12/12/2000 TAG8120003 - Parsed CSR
 12/11/2000 CR0218 - EDI Map Change for Error Text
 12/11/2000 CR0201 - Extension of the retirement of TAG 3.1.1.1
 12/11/2000 CR0186 - Interactive Agent TCIP/SSL
 12/11/2000 CR0177 - Support Value="D" for Response Type Request (RTR) TAG
 12/11/2000 CR0143 - Notification - MDR (Mechanized Disaster Reports)
 12/08/2000 CR0015 - ACT of C - Change Basic Class of Service
 12/08/2000 CR0014 - Change LENS Screen-"Number of Features to Add/Change/Delete"
 12/05/2000 CR0183 - TAG to display TTRA in IDENT Section for Number Pooling
 12/05/2000 CR0014 - Change LENS Screen on Features/Services Section
 12/04/2000 CR0235 - Notification to CLECS When A Number Has Been Posted In Error
 12/04/2000 CR0234 - Connect Direct Fix

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12/20/2000

12/04/2000 CR0232 - Alteration to Business Rules
 12/04/2000 CR0183 - TAG display the TTRA in unfielded IDENT Section
 12/01/2000 CR0228 - Provide Business Rules for REQTyp M and E, ACTTyp T

November

11/27/2000 CR0223 - LENS ACT of V Defect
 11/21/2000 CR0227 - Stop auto-clarifying on REQTyp M from Resale acct w/MAN FID
 11/21/2000 CR0226 - Calculate Correct Due Date Intervals
 11/21/2000 CR0223 - LENS ACT of V Defect
 11/20/2000 CR0222 - Unknown USOCs
 11/20/2000 CR0209 - Changes to CCP User Registration Form
 11/20/2000 CR0078 - Extended Loops (EELS)
 11/20/2000 CR0003 - RPON Flow-Through & Electronic Reject
 11/20/2000 EDI1215990001 - TN vs RSAG Validation
 11/16/2000 CR0207 - Extension of TAG 3.1.1.1 Sunset Date
 11/13/2000 CR0218 - EDI Map Change for Error Text
 11/13/2000 EDI030300_001 - CLEC Test Environment
 11/10/2000 CR0184 - Lens-Ability to View Resold CSR's
 11/08/2000 CR0213 - LENS/LCSC discrepancies on Directory Listings
 11/08/2000 CR0211 - Different information displayed on TAG than LENS
 11/08/2000 CR0210 - LENS generating an error on LNA=G when OTN is populated
 11/08/2000 CR0208 - TAG 2.2.x not processing Digital Loop Orders
 11/08/2000 EDI1215990001 - TN vs RSAG Validation
 11/07/2000 CR0176 - Allow PIC & LPIC to be Submitted as "No Change"
 11/07/2000 TAG0812990001 - Provide CFA via Pre-Order
 11/06/2000 CR0201 - Extension of the Release of TAG 3.1.1.1
 11/06/2000 CR0196 - Allow Changes in Directory Deliveries - LENS99

October

10/27/2000 CR0190 - RSAG Address vs. CSR Address
 10/27/2000 CR0130 - LESOG not responding to "C" order adding line & features
 10/27/2000 CR0110 - LESOG not populating ZNEA & ZNHC on ACT of N or C
 10/27/2000 CR0050 - LENS 6.3 - # of directories for white & yellow pages
 10/27/2000 CR0181 - Add Grid Values for Disconnect Nbr Field in TAG
 10/27/2000 CR0180 - API Reference Guide Recommendations-CLEC Notif
 10/27/2000 CR0179 - TAG Navigator to CORBA Bridge
 10/27/2000 CR0178 - Provide Solicited Notifications in TAG
 10/26/2000 CR0206 - LNP Qualifier Defect
 10/24/2000 CR0040 - Order Tracking Request
 10/24/2000 CR0038 - TOS Field on ReqTyp J
 10/24/2000 CR0029 - Partial Migration of UNE Loops
 10/24/2000 CR0016 - SI Enhancement for SL1, SL2, DS0, DS1 and ISDN
 10/24/2000 CR0002 - Pre-Order/Order Business Rule Discrepancies
 10/24/2000 EDI0812990007 - Use of LEAN/LEATN Fields
 10/24/2000 EDI0812990005 - Handling of Remaining Service
 10/24/2000 EDI0812990004 - Change Main Account Number
 10/23/2000 CR0194 - Missing Interval Guide for Port/Loop Combos (UNE-P)

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10/23/2000 CR0151 - Error Code Defect
 10/23/2000 CR0135 - Merging of Accounts
 10/16/2000 CR0165 - Discrepancies in BellSouth Guidelines - LNUM Field on Loop Service Page
 10/16/2000 CR0143 - Notification of Mechanized Disaster Reports
 10/12/2000 CR0198 - Increase Transaction Size Limit
 10/10/2000 CR0197 - Remove LOCNUM from LNA Charts in the BBR-LO
 10/09/2000 CR0104 - Lens Large Account Inquiry
 10/06/2000 CR0020 - View Multiple CSRs Simultaneously
 10/05/2000 CR0139 - Update TAG API to Better Relate to Pre-Order Rules
 10/05/2000 CR0053 - Improvements to the BBR-LO
 10/05/2000 CR0160 - Flow Through for ReqTyp BB, ACT P & Q for Loop w/LNP
 10/05/2000 CR0149 - Modify & Resend FOCs & Clarifications
 10/05/2000 CR0137 - Flow Through for ReqTyp CB, ACT P & Q for LNP
 10/05/2000 CR0096 - LENS Enhancement - Add New Listings
 10/05/2000 CR0088 - Mech of Unbundled Network Terminating Wire (UNTW)
 10/05/2000 CR0085 - Web-based LSR
 10/05/2000 CR0031 - Ability to Change Listing Account in LENS
 10/04/2000 CR0171 - Baseline Change Control Document
 10/03/2000 CR0127 - Provide Pending Service Order for CSR via TAG
 10/03/2000 CR0113 - LENS Inquiry - View Customer Record
 10/03/2000 CR0101 - EDI Pre-Ordering

September

09/28/2000 CR0152 - Electronic Ordering of Payphone Service Orders
 09/28/2000 CR0146 - Default the Listed TN
 09/28/2000 CR0145 - Remove a Tn from a LENS LSR
 09/28/2000 CR0144 - Add LSR Codes in LENS
 09/26/2000 CR0166 - Cable ID Defect
 09/25/2000 CR0169 - Number Conservation Rules for Number Pooling
 09/25/2000 CR0030 - UNE to UNE Migrations
 09/18/2000 CR0158 - Already pending error message on LSRs
 09/18/2000 CR0157 - Need to handle HTG USOCs for all calling plans on Port/Loop Combos
 09/12/2000 CR0132 - Fielded Completion
 09/07/2000 CR0133 - Migration OF UNE-P
 09/07/2000 CR0105 - Drop the RES ID Requirement For xDSL Order
 09/04/2000 CR0154 - Missing Completion Notices Defect

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August

08/28/2000 CR0142 - Remove business reference for RCFRE, RCFRF, RCFRG, RCFRN in LEO-IG
 08/17/2000 CR0128 - Loop/Port Combo for Res/Bus Lines
 08/09/2000 CR0080 - LESOG Failing to issue Port Loop Combo correctly

July

07/28/2000 CR0100 - TAG Failing to accurately calculate Due Dates on Deny/Restor
 07/28/2000 CR0111 - UNE Cannot Generate Class of Svc. USOC Error

07/17/2000 CR0099 - Order MA'd and Service Order Info Deleted

07/17/2000 CR0098 - Re-Calculate Due Date Intervals

June

06/29/2000 CR0012 - TAFI Functionality via ECTA Interface

06/27/2000 ORD030200_001 - UNE VIA ASR21

06/20/2000 CR0079 - TAG Requiring INIT on ReqType A

06/20/2000 CR0074 - TAG Requiring enduser address in error

May

05/19/2000 CR0049 - LENS TNs on Bulk Orders

April

January

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> Cancelled Change Requests >>

December 2000

12/18/2000 CR0156 - Connect:Direct Request

12/12/2000 CR0065 - LENS 6.3 Tutorial

12/11/2000 CR0217 - CSR With 888 USOC

November 2000

11/27/2000 CR0231 - Inability to view order statuses for UNE-P Conversions in CSOTS

11/16/2000 CR0192 - Pre-Order/Firm Order Data Element Inconsistencies-TCIF 9

11/15/2000 CR0059 - 45 day TN Reservation

11/14/2000 CR0212 - Response on Size Limitation Limit

11/14/2000 CR0202 - Sup to Cancel Defect Request

11/14/2000 CR0185 - TAG/COF Lead Project Mgr Role Change Request

11/14/2000 CR0175 - TAG CLEC Test Environment Application Support

11/14/2000 CR0174 - CR LOG - Reference to Application and Release Number

11/14/2000 CR0173 - Tables in BBR-LO Ref Applicability to TAG Releases

11/14/2000 CR0023 - OSS'99 Ordering Guidelines

11/14/2000 CR0008 - YPQTY/WPQTY (Iss 7) REQ TYP E Reject Code must be 2 numerics

October 2000

10/27/2000 CR0093 - Electronic Change Notifications

10/25/2000 CR0095 - ECTA-Attribute Validation

10/16/2000 CR0123 - LENS Application Enhancement

10/16/2000 CR0107 - Documentation Defect

10/16/2000 CR0070 - Call Forwarding USOC Defect

10/16/2000 CR0066 - Invalid USOC for Basic Class of Service / CREX7/TN

10/16/2000 CR0051 - LENS application defect

10/16/2000 CR0039 - FOC not populating order number on Port Order

10/16/2000 CR0018 - USOC Segmentation Request

10/10/2000 CR0087 - "C" Order Process for UNE-P

10/09/2000 CR0138 - Fielded Completion Notices

10/09/2000 CR0027 - Displaying Directory Information on FOC

10/09/2000 CR0044 - LENS Application Enhancement

10/06/2000 ORD032700_001 - Post-FOC Clarification

10/06/2000 CR0155 - Ringmaster Defect

10/06/2000 CR0121 - Discrepancies in BellSouth Guidelines - CG LSOR-002

10/06/2000 CR0120 - SOCS RT60 Invalid NPA NXX for Routing Sub 001

10/06/2000 CR0114 - TN Reservation Defect

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10/06/2000 CR0103 - Disconnect of Port Loop Combo going into RECYCLE
10/06/2000 CR0097 - LENS Defect
10/06/2000 CR0072 - LEO not pulling BAN1 from the SO
10/06/2000 CR0013 - Date Sent/Century Defect (EDI)
10/06/2000 CR0056 - Invalid Sup, Subscription version defect

September 2000

09/11/2000 CR0033 - EDI Multiple ReqTyp Enhancement
09/07/2000 CR0140 - Update the Due Date Calculation Tables

August 2000

08/04/2000 CR0046 - EDI Reject Process Modification
08/01/2000 CR0052 - WSOP Field Requirements

July 2000

07/28/2000 EDI0812990002 - Pre-Order Digital Loop Qual. EDI & TAG
07/28/2000 EDI0812990006 - Mechanization of XDSL Loops
07/28/2000 SOTO11200_001 - Remarks Section Added to Svc. Order Tracking System
07/28/2000 TAG030900_001 - LNA of V Functionality - Pre OSS'99
07/28/2000 EDI030200_001 - Modify Line Activities to Align with Industry Guidelines
07/28/2000 CR0005 - TAG Pre-Order Test
07/28/2000 CR0009 - Expand CLLI Code in the AVQ in TAG Pre-Order
07/28/2000 CR0010 - TAG Pre-Order unstable results
07/28/2000 CR0017 - Invalid TOS
07/28/2000 CR0025 - Clarification on ATN Usage Rules
07/28/2000 CR0028 - LSO2 & LSOG 4 Differences
07/28/2000 CR0032 - TR Reservation
07/28/2000 CR0034 - Act. Code "T" (EUMI Field)
07/28/2000 CR0035 - One Page Sup for DD Changes
07/28/2000 CR0036 - Transfer of Call Options - INP REQTyp B
07/28/2000 CR0037 - Introduction of AIN Internet Call Waiting
07/28/2000 CR0041 - Documentation of Interface Changes and Releases
07/28/2000 CR0042 - Open IWBAN Field on the EU Form
07/28/2000 CR0043 - Conversion As-Is Error - Invalid USOC
07/28/2000 CR0048 - Fields that cannot be changed on a Supp.
07/28/2000 CR0057 - EDI Issue 9 PON Cancelled on Port/Loop Combo
07/28/2000 CR0058 - Fraud Management Process
07/28/2000 CR0063 - Memory Call-Forwarding Number
07/28/2000 CR0069 - Reserving Telephone Numbers
07/28/2000 CR0083 - Customer Service Record Error Message
07/28/2000 CR0086 - EELS via ASR
07/28/2000 CR0094 - TAG6015VAL REFNUM=CFA FORMAT INVALID
07/28/2000 CR0103 - Disconnect of Port/Loop Combo into RECYCLE

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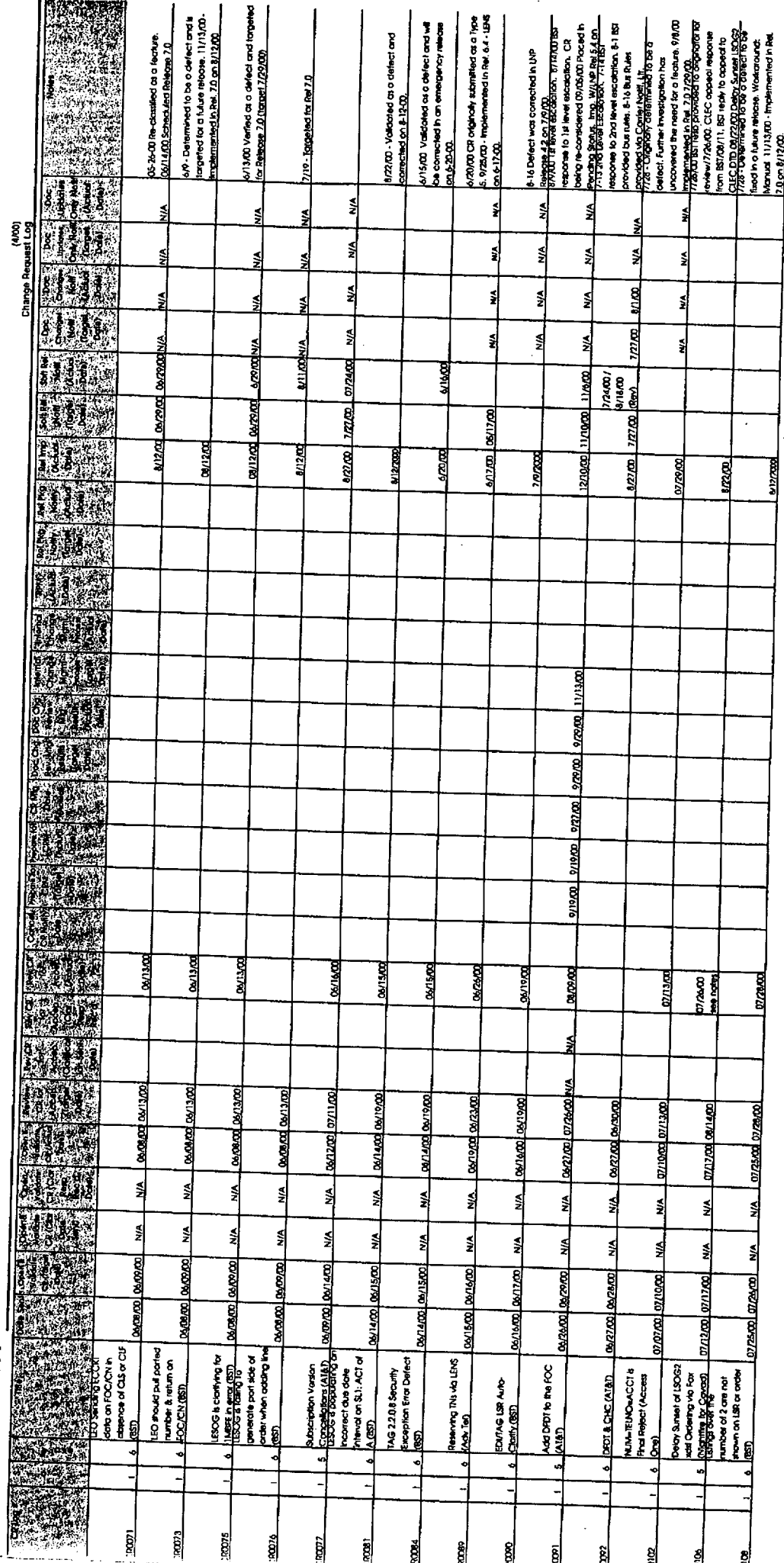
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Change Request Log

(4/00)

Req ID	Req Title	Req Description	Req Status	Req Category	Req Priority	Req Date	Req Owner	Req Manager	Req Analyst	Req Tester	Req Approver	Req Reviewer	Req Sign-off	Req Notes
00007	1	VER Field on Reported	4/14/00	4/15/00	4/16/00	4/17/00	4/18/00	4/19/00	4/20/00	4/21/00	4/22/00	4/23/00	4/24/00	Workaround notification provided 4/17/00. Expected feature implemented 4/23/00.
00011	1	LENS Directory Defect	04/18/00	04/19/00	N/A	04/21/00	N/A	04/25/00	04/26/00	04/27/00	04/28/00	04/29/00	04/30/00	Expected feature implemented 4/29/00.
00019	1	SCOUT (AIB)	04/28/00	05/01/00	N/A	05/01/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	Expected feature implemented 4/29/00.
00022	1	Request for New Matter	05/03/00	05/04/00	N/A	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	05/04/00	Expected feature implemented 4/29/00.
00024	1	Hunt Group Defect on	04/26/00	04/27/00	N/A	04/28/00	04/29/00	04/30/00	05/01/00	05/02/00	05/03/00	05/04/00	05/04/00	Expected feature implemented 4/29/00.
00026	1	Loop order (American	04/24/00	04/25/00	N/A	04/26/00	04/27/00	04/28/00	04/29/00	04/30/00	05/01/00	05/02/00	05/03/00	Expected feature implemented 4/29/00.
00045	1	Deployment of Access	05/16/00	05/17/00	N/A	05/18/00	05/19/00	05/20/00	05/21/00	05/22/00	05/23/00	05/24/00	05/25/00	Expected feature implemented 4/29/00.
00047	1	Number in LENS (One	05/18/00	05/23/00	N/A	05/24/00	05/25/00	05/26/00	05/27/00	05/28/00	05/29/00	05/30/00	05/31/00	Expected feature implemented 4/29/00.
00048	1	Versioning Defect	06/23/00	06/24/00	N/A	06/25/00	06/26/00	06/27/00	06/28/00	06/29/00	06/30/00	07/01/00	07/02/00	Expected feature implemented 4/29/00.
00049	1	Implement Kentucky	05/26/00	06/01/00	N/A	06/02/00	06/03/00	06/04/00	06/05/00	06/06/00	06/07/00	06/08/00	06/09/00	Expected feature implemented 4/29/00.
00051	1	Implement NC Overlay	05/26/00	06/01/00	N/A	06/02/00	06/03/00	06/04/00	06/05/00	06/06/00	06/07/00	06/08/00	06/09/00	Expected feature implemented 4/29/00.
00052	1	Implement NC Overlay	06/04/00	06/09/00	N/A	06/10/00	06/11/00	06/12/00	06/13/00	06/14/00	06/15/00	06/16/00	06/17/00	Expected feature implemented 4/29/00.
00057	1	Call Return Invalid with	06/01/00	06/02/00	N/A	06/03/00	06/04/00	06/05/00	06/06/00	06/07/00	06/08/00	06/09/00	06/10/00	Expected feature implemented 4/29/00.
00058	1	Pre-cross USOC	06/01/00	06/02/00	N/A	06/03/00	06/04/00	06/05/00	06/06/00	06/07/00	06/08/00	06/09/00	06/10/00	Expected feature implemented 4/29/00.



[illegible]

**Jointly Developed by the Change Control Sub-team comprised
of BeltSouth and CLEC Representatives**

[illegible]

BELL SOUTH

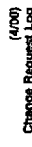
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BELLSOUTH

Change Request Log		4/9/00		5/1/00		5/15/00		5/22/00		5/29/00		6/5/00		6/12/00		6/19/00		6/26/00		7/3/00		7/10/00		7/17/00		7/24/00		7/31/00		8/7/00		8/14/00		8/21/00		8/28/00		9/4/00		9/11/00		9/18/00		9/25/00		10/2/00		10/9/00		10/16/00		10/23/00		10/30/00		11/6/00		11/13/00		11/20/00		11/27/00		12/4/00		12/11/00		12/18/00		12/25/00		1/1/01		1/8/01		1/15/01		1/22/01		1/29/01		2/5/01		2/12/01		2/19/01		2/26/01		3/5/01		3/12/01		3/19/01		3/26/01		4/2/01		4/9/01		4/16/01		4/23/01		4/30/01		5/7/01		5/14/01		5/21/01		5/28/01		6/4/01		6/11/01		6/18/01		6/25/01		7/2/01		7/9/01		7/16/01		7/23/01		7/30/01		8/6/01		8/13/01		8/20/01		8/27/01		9/3/01		9/10/01		9/17/01		9/24/01		10/1/01		10/8/01		10/15/01		10/22/01		10/29/01		11/5/01		11/12/01		11/19/01		11/26/01		12/3/01		12/10/01		12/17/01		12/24/01		1/1/02		1/8/02		1/15/02		1/22/02		1/29/02		2/5/02		2/12/02		2/19/02		2/26/02		3/5/02		3/12/02		3/19/02		3/26/02		4/2/02		4/9/02		4/16/02		4/23/02		4/30/02		5/7/02		5/14/02		5/21/02		5/28/02		6/4/02		6/11/02		6/18/02		6/25/02		7/2/02		7/9/02		7/16/02		7/23/02		7/30/02		8/6/02		8/13/02		8/20/02		8/27/02		9/3/02		9/10/02		9/17/02		9/24/02		10/1/02		10/8/02		10/15/02		10/22/02		10/29/02		11/5/02		11/12/02		11/19/02		11/26/02		12/3/02		12/10/02		12/17/02		12/24/02		1/1/03		1/8/03		1/15/03		1/22/03		1/29/03		2/5/03		2/12/03		2/19/03		2/26/03		3/5/03		3/12/03		3/19/03		3/26/03		4/2/03		4/9/03		4/16/03		4/23/03		4/30/03		5/7/03		5/14/03		5/21/03		5/28/03		6/4/03		6/11/03		6/18/03		6/25/03		7/2/03		7/9/03		7/16/03		7/23/03		7/30/03		8/6/03		8/13/03		8/20/03		8/27/03		9/3/03		9/10/03		9/17/03		9/24/03		10/1/03		10/8/03		10/15/03		10/22/03		10/29/03		11/5/03		11/12/03		11/19/03		11/26/03		12/3/03		12/10/03		12/17/03		12/24/03		1/1/04		1/8/04		1/15/04		1/22/04		1/29/04		2/5/04		2/12/04		2/19/04		2/26/04		3/5/04		3/12/04		3/19/04		3/26/04		4/2/04		4/9/04		4/16/04		4/23/04		4/30/04		5/7/04		5/14/04		5/21/04		5/28/04		6/4/04		6/11/04		6/18/04		6/25/04		7/2/04		7/9/04		7/16/04		7/23/04		7/30/04		8/6/04		8/13/04		8/20/04		8/27/04		9/3/04		9/10/04		9/17/04		9/24/04		10/1/04		10/8/04		10/15/04		10/22/04		10/29/04		11/5/04		11/12/04		11/19/04		11/26/04		12/3/04		12/10/04		12/17/04		12/24/04		1/1/05		1/8/05		1/15/05		1/22/05		1/29/05		2/5/05		2/12/05		2/19/05		2/26/05		3/5/05		3/12/05		3/19/05		3/26/05		4/2/05		4/9/05		4/16/05		4/23/05		4/30/05		5/7/05		5/14/05		5/21/05		5/28/05		6/4/05		6/11/05		6/18/05		6/25/05		7/2/05		7/9/05		7/16/05		7/23/05		7/30/05		8/6/05		8/13/05		8/20/05		8/27/05		9/3/05		9/10/05		9/17/05		9/24/05		10/1/05		10/8/05		10/15/05		10/22/05		10/29/05		11/5/05		11/12/05		11/19/05		11/26/05		12/3/05		12/10/05		12/17/05		12/24/05		1/1/06		1/8/06		1/15/06		1/22/06		1/29/06		2/5/06		2/12/06		2/19/06		2/26/06		3/5/06		3/12/06		3/19/06		3/26/06		4/2/06		4/9/06		4/16/06		4/23/06		4/30/06		5/7/06		5/14/06		5/21/06		5/28/06		6/4/06		6/11/06		6/18/06		6/25/06		7/2/06		7/9/06		7/16/06		7/23/06		7/30/06		8/6/06		8/13/06		8/20/06		8/27/06		9/3/06		9/10/06		9/17/06		9/24/06		10/1/06		10/8/06		10/15/06		10/22/06		10/29/06		11/5/06		11/12/06		11/19/06		11/26/06		12/3/06		12/10/06		12/17/06		12/24/06		1/1/07		1/8/07		1/15/07		1/22/07		1/29/07		2/5/07		2/12/07		2/19/07		2/26/07		3/5/07		3/12/07		3/19/07		3/26/07		4/2/07		4/9/07		4/16/07		4/23/07		4/30/07		5/7/07		5/14/07		5/21/07		5/28/07		6/4/07		6/11/07		6/18/07		6/25/07		7/2/07		7/9/07		7/16/07		7/23/07		7/30/07		8/6/07		8/13/07		8/20/07		8/27/07		9/3/07		9/10/07		9/17/07		9/24/07		10/1/07		10/8/07		10/15/07		10/22/07		10/29/07		11/5/07		11/12/07		11/19/07		11/26/07		12/3/07		12/10/07		12/17/07		12/24/07		1/1/08		1/8/08		1/15/08		1/22/08		1/29/08		2/5/08		2/12/08		2/19/08		2/26/08		3/5/08		3/12/08		3/19/08		3/26/08		4/2/08		4/9/08		4/16/08		4/23/08		4/30/08		5/7/08		5/14/08		5/21/08		5/28/08		6/4/08		6/11/08		6/18/08		6/25/08		7/2/08		7/9/08		7/16/08		7/23/08		7/30/08		8/6/08		8/13/08		8/20/08		8/27/08		9/3/08		9/10/08		9/17/08		9/24/08		10/1/08		10/8/08		10/15/08		10/22/08		10/29/08		11/5/08		11/12/08		11/19/08		11/26/08		12/3/08		12/10/08		12/17/08		12/24/08		1/1/09		1/8/09		1/15/09		1/22/09		1/29/09		2/5/09		2/12/09		2/19/09		2/26/09		3/5/09		3/12/09		3/19/09		3/26/09		4/2/09		4/9/09		4/16/09		4/23/09		4/30/09		5/7/09		5/14/09		5/21/09		5/28/09		6/4/09		6/11/09		6/18/09		6/25/09		7/2/09		7/9/09		7/16/09		7/23/09		7/30/09		8/6/09		8/13/09		8/20/09		8/27/09		9/3/09		9/10/09		9/17/09		9/24/09		10/1/09		10/8/09		10/15/09		10/22/09		10/29/09		11/5/09		11/12/09		11/19/09		11/26/09		12/3/09		12/10/09		12/17/09		12/24/09		1/1/10		1/8/10		1/15/10		1/22/10		1/29/10		2/5/10		2/12/10		2/19/10		2/26/10		3/5/10		3/12/10		3/19/10		3/26/10		4/2/10		4/9/10		4/16/10		4/23/10		4/30/10		5/7/10		5/14/10		5/21/10		5/28/10		6/4/10		6/11/10		6/18/10		6/25/10		7/2/10		7/9/10		7/16/10		7/23/10		7/30/10		8/6/10		8/13/10		8/20/10		8/27/10		9/3/10		9/10/10		9/17/10		9/24/10		10/1/10		10/8/10		10/15/10		10/22/10		10/29/10		11/5/10		11/12/10		11/19/10		11/26/10		12/3/10		12/10/10		12/17/10		12/24/10		1/1/11		1/8/11		1/15/11		1/22/11		1/29/11		2/5/11		2/12/11		2/19/11		2/26/11		3/5/11		3/12/11		3/19/11		3/26/11		4/2/11		4/9/11		4/16/11		4/23/11		4/30/11		5/7/11		5/14/11		5/21/11		5/28/11		6/4/11		6/11/11		6/18/11		6/25/11		7/2/11		7/9/11		7/16/11		7/23/11		7/30/11		8/6/11		8/13/11		8/20/11		8/27/11		9/3/11		9/10/11		9/17/11		9/24/11		10/1/11		10/8/11		10/15/11		10/22/11		10/29/11		11/5/11		11/12/11		11/19/11		11/26/11		12/3/11		12/10/11		12/17/11		12/24/11		1/1/12		1/8/12		1/15/12		1/22/12		1/29/12		2/5/12		2/12/12		2/19/12		2/26/12		3/5/12		3/12/12		3/19/12		3/26/12		4/2/12		4/9/12		4/16/12		4/23/12		4/30/12		5/7/12		5/14/12		5/21/12		5/28/12		6/4/12		6/11/12		6/18/12		6/25/12		7/2/12		7/9/12		7/16/12		7/23/12		7/30/12		8/6/12		8/13/12		8/20/12		8/27/12		9/3/12		9/10/12		9/17/12		9/24/12		10/1/12		10/8/12		10/15/12		10/22/12		10/29/12		11/5/12		11/12/12		11/19/12		11/26/12		12/3/12		12/10/12		12/17/12		12/24/12		1/1/13		1/8/13		1/15/13		1/22/13		1/29/13		2/5/13		2/12/13		2/19/13		2/26/13		3/5/13		3/12/13		3/19/13		3/26/13		4/2/13		4/9/13		4/16/13		4/23/13		4/30/13		5/7/13		5/14/13		5/21/13		5/28/13		6/4/13		6/11/13		6/18/13		6/25/13		7/2/13		7/9/13		7/16/13		7/23/13		7/30/13		8/6/13		8/13/13		8/20/13		8/27/13		9/3/13		9/10/13		9/17/13		9/24/13		10/1/13		10/8/13		10/15/13		10/22/13		10/29/13		11/5/13		11/12/13		11/19/13		11/26/13		12/3/13		12/10/13		12/17/13		12/24/13		1/1/14		1/8/14		1/15/14		1/22/14		1/29/14		2/5/14		2/12/14		2/19/14		2/26/14		3/5/14		3/12/14		3/19/14		3/26/14		4/2/14		4/9/14		4/16/14		4/23/14		4/30/14		5/7/14		5/14/14		5/21/14		5/28/14		6/4/14		6/11/14		6/18/14		6/25/14		7/2/14		7/9/14		7/16/14		7/23/14		7/30/14		8/6/14		8/13/14		8/20/14		8/27/14		9/3/14		9/10/14		9/17/14		9/24/14		10/1/14		10/8/14		10/15/14		10/22/14		10/29/14		11/5/14		11/12/14		11/19/14		11/26/14		12/3/14		12/10/14		12/17/14		12/24/14		1/1/15		1/8/15		1/15/15		1/22/15		1/29/15		2/5/15		2/12/15		2/19/15		2/26/15		3/5/15		3/12/15		3/19/15		3/26/15		4/2/15		4/9/15		4/16/15		4/23/15		4/30/15		5/7/15		5/14/15		5/21/15		5/28/15		6/4/15		6/11/15		6/18/15		6/25/15		7/2/15		7/9/15		7/16/15		7/23/15		7/30/15		8/6/15		8/13/15		8/20/15		8/27/15		9/3/15		9/10/15		9/17/15		9/24/15		10/1/15		10/8/15		10/15/15		10/22/15		10/29/15		11/5/15		11/12/15		11/19/15		11/26/15		12/3/15		12/10/15		12/17/15		12/24/15		1/1/16		1/8/16		1/15/16		1/22/16		1/29/16		2/5/16		2/12/16		2/19/16		2/26/16		3/5/16		3/12/16		3/19/16		3/26/	



Change Request Log
(4/00)

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Directory Listing (DL)

Administrative Section

CCNA _____ PON _____ VER _____ DSRNO _____ ATN _____ AN _____

SC1 _____ SC2 _____ PG OF _____

Listing Control Section

LACT ALJ RTY LTY TT STYC TOA DOI WPP _____ LOCNUM DLNUM MTN _____ PPTN _____

DDQTY LTXQTY _____

Listing Indicators Section

DML NOSL TMKT BRO ADV STR DLNM PROF DIRIDL DIRNAME _____

DIRSUB _____ LID1 _____ LID2 _____ OMSD _____

OMS (continued)

Listing Instruction Section

LTN _____ NSTN _____

LNLN (continued)

LNPL (LNLN) Pate

LNFN (continued)

DES

TL _____ TITLE1 _____ TITLE2 _____ NICK _____ PLA _____

PLA (continued)

LTXNUM LXTY LTEXT

LTEXT (continued)

LTEXT (continued)

LTEXT (continued)

ADI LAPR LANO LASF LASD LASN _____

LATH _____ LASS _____ LALO _____

LALOC _____

LAST LAZC _____

TRA Docket No. 00-00079

JMB-R12

Page 1 of 1

-----Original Message-----

From: Change.Control@bridge.bellsouth.com
[mailto:Change.Control@bridge.bellsouth.com]
Sent: Tuesday, December 05, 2000 5:48 PM
To: bhamilton@idstelcom.com; bwellman@idstelcom.com;
david.burley@wcom.com; generalg@cris.com; Jane.Hunter@mail.sprint.com;
Mae.Means@mail.sprint.com; rlthompson@xo.com; ronald.l.thompson@xo.com;
sangelo@bellsouth.net; SLively@trivergent.com; Tyra.Hush@wcom.com;
wolfsbrg@cris.com
Subject: Tentative Parsed CSR Implementation Schedule

Tentative.txt

Parsed CSR Sub Team,

Attached is the tentative implementation schedule for the Parsed CSR change request. We are working to better the dates if at all possible.

We plan to have the responses to the outstanding action items to you by no later than Friday, December 8.

Just a reminder to let us know by Wednesday, December 6 if you concur with the updated requirements we distributed on 11/21 or if you have any questions/comments. The final CLEC Parsed CSR requirements will be shared with the CLEC community for feedback once the Sub Team has completed their review.

Please let me know if you have any questions.

Thanks,

Cheryl Storey
Change Control Team
205-321-2113



**TENTATIVE PARSED CSR
IMPLEMENTATION TIMELINE**

ACTIVITY	TENTATIVE SCHEDULED DATE(s)	ACTUAL COMPLETION DATE
CLEC Requirements Developed	10/3/00 - 11/20/00	
CLEC Requirements Completed	11/20/00 - 12/6/00	11/20/00
CLEC Requirements Distributed to CLEC Community	12/7/00 - 12/8/00	
Planning & Analysis Phase	11/27/00 - 04/10/01	
Internal Kick-off Meeting	11/27/00 - 12/1/00	
- Project Team P&A	11/27/00 - 12/29/00	11/27/00
Requirements Phase	11/27/00 - 04/10/01	
Internal Requirements Developed	11/27/01 - 03/30/01	
- User Requirements	01/02/01 - 02/19/01	
- User Requirements BLR	02/20/01	
- System Requirements	2/21/01 - 04/09/01	
Internal Requirements Baselined	04/10/01	
Design Phase	04/11/01 - 06/18/01	
Construction Phase	06/19/01 - 10/01/01	
Internal Testing Phase	10/02/01 - 12/01/01	
Internal Testing	10/02/01 - 11/30/01	
Internal Implementation	12/1/01	
External Testing Phase	12/3/01 - 12/28/01	
Process Implementation	12/31/01	
Project Closeout	01/31/02	

Bradbury, J M (Jay) - LGA

From: jrwilliamson@att.com
Sent: Friday, June 30, 2000 12:53 PM
To: sr271lib@lga.att.com; bradbury@att.com
Subject: FW: Mechanization Project



-----Original Message-----

From: Mcallorum, K P (Kevin), NCAM
Sent: Monday, June 12, 2000 9:11 AM
To: Williamson, Jill R, NCAM
Subject: FW: Mechanization Project

-----Original Message-----

From: Beverly.Sheltonwilliams@bridge.bellsouth.com
{mailto:Beverly.Sheltonwilliams@bridge.bellsouth.com}
Sent: Friday, June 09, 2000 3:20 PM
To: Mcallorum, K P (Kevin), NCAM
Cc: Cheryl.Richardson@bridge.bellsouth.com
Subject: Mechanization Project

Kevin,

Please find attached a copy of the minutes from today's mechanization meeting.

If any changes or additions need to be made, please do so by cob on Tuesday, June 13.

Beverly

BellSouth AT&T Account Team/AT&T Mechanization Meeting
June 9, 2000

Attendees:

Kevin McAllorum- AT&T
Cheryl Richardson – BellSouth – AT&T Account Tam
Beverly Shelton-Williams- BellSouth – AT&T Account Team

Today's meeting was designed to discuss the joint mechanization project between BellSouth's AT&T Account Team and AT&T. For the purpose of this project the sub-team will primarily focus on those components associated with the analysis, design, and validation phase.

Kevin will provide a copy of the updated project plan to the Account Team by close of business on Monday, June 12.

Beverly will provide a copy of the flow through matrix for Issue 9 to AT&T by close of business on Friday, June 16.

Bradbury, J M (Jay) - LGA

From: jrwilliamson@att.com
Sent: Friday, June 30, 2000 12:53 PM
To: sr271lib@lga.att.com; bradbury@att.com
Subject: FW:



FlowThrough
Project.mpp

> -----Original Message-----
> From: Mcallorum, K P (Kevin), NCAM
> Sent: Monday, June 12, 2000 10:51 AM
> To: Williamson, Jill R, NCAM
> Subject:
>
> <<FlowThrough Project.mpp>>
> Updated project plan.
>
> Kevin P McAllorum
> OSS Manager
> AT&T Local Service and Access Management
> (404)810-6923
> 1-800-258-0000 Pin # 2589095
> kmcallorum@att.com
>
>

Task Name		Jun 4, '00							Jun 11, '00							Jun 18, '00												
ID	Mechanization FlowThrough Project	Duration	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
1		42 days																										
2	Scope	4 days																										
3	 Determine project scope	1 day																										
4	 Secure project sponsorship	2 days																										
5	 Define preliminary resources	1 day																										
6	 Scope complete	0 days																										
7	Analysis	14 days																										
18	Design	23 days																										
27	Finalization/Validation	4 days																										
32	Deployment	22 days																										
45	Post Implementation Review	3 days																										

Task	Summary	Summary	*Rolled Up Milestone
Split	Project Summary	Project Summary	*Rolled Up Progress
Progress	*Rolled Up Task	*Rolled Up Task	External Tasks
Milestone	*Rolled Up Split	*Rolled Up Split	External Milestone

Project: Infrastructure Deployment
Date: Wed 12/13/00

TRA Docket No. 00-00079

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Bradbury, J M (Jay) - LGA

From: jrwilliamson@att.com
Sent: Friday, June 30, 2000 12:57 PM
To: gpterry@att.com; edwardgibbs@att.com; crafton@att.com; sr271lib@lga.att.com; bradbury@att.com; eppsteiner@att.com; bettybarrett@att.com; mrule@att.com; ktimmmons@att.com; grady@att.com; katherinegrabill@att.com; mlacy@att.com; bseigler@att.com; vctate@att.com
Subject: FW: Flow Through Matrix
Importance: High



REQAC9FT.PPT

All,

Attached is BellSouth's flow-through matrix for OSS'99 (Issue 9). We will use this document to begin facilitating the flow-through of additional order types with BellSouth. If you have any questions, please let us know.

Jill

-----Original Message-----

From: Beverly.Sheltonwilliams@bridge.bellsouth.com
[mailto:Beverly.Sheltonwilliams@bridge.bellsouth.com]
Sent: Friday, June 30, 2000 10:29 AM
To: Williamson, Jill R, NCAM; Mcallorum, K P (Kevin), NCAM
Subject: Flow Through Matrix
Importance: High

Jill and Kevin,

Please find attached a copy of the flow through matrix.

Beverly

Bradbury, J M (Jay) - LGA

From: jrwilliamson@att.com
Sent: Monday, August 02, 1999 12:42 PM
To: augier@att.com; bradbury@att.com; sr271lib@lga.att.com
Subject: FW: BST Mechanization Project



systems mechanization

As FYI

> -----
> From: Williamson, Jill R, NCAM
> Sent: Monday, August 02, 1999 9:58 AM
> To: Seigler, Bernadette M, NLSOP; Lacy, Michael L, LSOP LSBM; Tweedle,
> Timothy E (Tim), NLSOP; Hill, James S (Jim), NCAM
> Subject: BST Mechanization Project
>
> I'm working with BellSouth to improve on the mechanization and flow
> through of orders and have developed a matrix to categorize orders. The
> attached sheet is my first draft and I'd like your input prior to my
> sharing it with BellSouth.
>
> I've attempted to capture all of the types of orders we send or will send
> to BellSouth post OSS'99. I'd like to get as detailed as possible, so any
> corrections or additions you can make would be helpful. I'd appreciate
> your feedback as soon as possible.
>
> Jill
> <<systems mechanization>>
>

AT&T BELL SOUTH MECHANIZATION PROJECT

	Fully Electronic	CLEC Electronic; BST Partially Mechanized	CLEC Manual; Could be Sent Electronically	CLEC Manual; Cannot be Sent Electronically
Directory Listing Orders				
New Directory Listing	1			
Change Main Listing	2			
Add Additional Listing	1			
Delete Additional Listing	1			
Delete Listing Account	1			
Delete and Add Additional Listing	1			

LNP Orders				
Port a block of 20 DID numbers		1		
Port <= 50 TNs				
Port > 50 TNs				
Full Migration of a BST Account		1		
Partial Migration of a BST Account	1			

LNP w/Directory Listing Orders				
Port a block of 20 DID numbers w/simple DL		1		
Port <= 50 TNs w/simple DL				
Port > 50 TNs w/simple DL				
Full Migration of a BST Account w/simple DL	1			
Partial Migration of a BST Account w/simple DL		1		
Port a block of 20 DID numbers w/complex DL				
Port <= 50 TNs w/complex DL				1
Port > 50 TNs w/complex DL				1
Full Migration of a BST Account w/complex DL				1
Partial Migration of a BST Account w/complex DL				1

INP Orders				
Port a block of 20 DID numbers				
Port <= 50 TNs				
Port > 50 TNs				
Full Migration of a BST Account				
Partial Migration of a BST Account				

Loop Orders				
<= 14 SL1 Loops				
> 14 SL1 Loops				
<= 14 SL2 Loops				
>14 SL2 Loops				
<= 14 DS0 Loops				
>14 DS0 Loops				
<= 14 DS1 Loops				
>14 DS1 Loops				
<= 14 ISDN BRI Loops				
>14 ISDN BRI Loops				

AT&T BELLSOUTH MECHANIZATION PROJECT

	Fully Electronic	CLEC Electronic; BST Partially Mechanized	CLEC Manual; Could be Sent Electronically	CLEC Manual; Cannot be Sent Electronically
Loop Orders with LNP				
<= 14 SL1 Loops w/LNP				
> 14 SL1 Loops w/LNP				
<= 14 SL2 Loops w/LNP				
>14 SL2 Loops w/LNP				
<= 14 DS0 Loops w/LNP				
>14 DS0 Loops w/LNP				
<= 14 DS1 Loops w/LNP				
>14 DS1 Loops w/LNP				
<= 14 ISDN BRI Loops w/LNP				
>14 ISDN BRI Loops w/LNP				

Loop Orders with LNP and Directory Listings				
<= 14 SL1 Loops w/LNP and simple DL				
> 14 SL1 Loops w/LNP and simple DL				
<= 14 SL2 Loops w/LNP and simple DL				
>14 SL2 Loops w/LNP and simple DL				
<= 14 DS0 Loops w/LNP and simple DL				
>14 DS0 Loops w/LNP and simple DL				
<= 14 DS1 Loops w/LNP and simple DL				
>14 DS1 Loops w/LNP and simple DL				
<= 14 ISDN BRI Loops w/LNP and simple DL				
>14 ISDN BRI Loops w/LNP and simple DL				
<= 14 SL1 Loops w/LNP and complex DL				
> 14 SL1 Loops w/LNP and complex DL				
<= 14 SL2 Loops w/LNP and complex DL				
>14 SL2 Loops w/LNP and complex DL				
<= 14 DS0 Loops w/LNP and complex DL				
>14 DS0 Loops w/LNP and complex DL				
<= 14 DS1 Loops w/LNP and complex DL				
>14 DS1 Loops w/LNP and complex DL				
<= 14 ISDN BRI Loops w/LNP and complex DL				
>14 ISDN BRI Loops w/LNP and complex DL				

Other				
RPON'd Orders		2+		
LNP Port from <=4 non-complex BST accounts to one AT&T account		1		
LNP Port from >4 non-complex BST accounts to one AT&T account		2+		
LNP Port from >1 complex BST account to one AT&T account		2+		
INP Port from many BST accounts to one AT&T account		2+		

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BellSouth Flow-through Analysis for CLECs

Please define the following terms:

Complex Order: An order for a complex service.

Complex service: Any service which requires manual handling, such as negotiations with the customer, and manual service order generation.

Designed Service: Requires special engineering and provisioning, and may be served by more than one Central Office or Wire Center.

Non-Designed Service: Doesn't require special provisioning, and is served by one Central Office or Wire Center.

Hand-off package: The package of material and information which BellSouth account teams gather on a complex service which describes the customer's requirements and specifications of the service ordered.

Service Inquiry: The request from a customer (including CLECs) to inquire about ordering a complex service.

Project: An order for either a complex service or a large number of UNEs, for example, which requires coordination to ensure that related services are worked simultaneously or in the proper sequence to fulfill the order.

"Project Managed": The act of handling a project.

What specific activities does the LCSC perform for an error-free complex service ordered electronically which falls out for manual processing? *Response: The LCSC manually generates the service order into DOE or SONGS.*

Please provide a detailed flow-chart, including details of Account Team involvement in the process after the LSR has been electronically submitted. Please provide copies of any associated forms the LCSC must complete, and copies of LCSC instructions or methods and procedures. *LCSC methods and procedures are intellectual property and cannot be viewed by CLECs.*

In its January performance results, BellSouth reported that 5,720 (11% of total LENS LSRs) LSRs fell out of LENS for manual processing, and 3,022 (15% of total EDI LSRs) LSRs fell out of EDI for manual processing. Please provide a quantified breakdown of the reasons for fall out, i.e. the number of each type of service ordered which caused fallout, the number of various order or quantity types that caused fall-out, etc. Please provide this information by interface type. *See the matrix, which also requests this information.*

The following table addresses services and whether orders for those services will flow-through, and if not, why not. Are there other reasons other than types of services ordered that will cause

Louisiana Public Service Commission
Docket U-22252 Sub-Docket C
Exhibit B

an error-free order not to flow through, e g quantity, partial migrations, etc ? If so, please provide all such reasons *See the matrix*

Note: Please add any services provided as resale or UNEs to CLECs but omitted from the following matrix.

Response Please see attached flow-through explanation and flow chart

BellSouth Flow-through Analysis
For CLECS LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	Yes	Yes	Yes	yes	
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99 - 9/99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	

Louisiana Public Service Commission
Docket U-22252 Sub-Docket C
Exhibit B

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
41	Native Mode LAN Interconnection (NMLD)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	Yes	Yes	Yes	yes	
44	PBX Trunks	Yes	Yes	Yes	Yes	
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	Yes	Yes	no	no	
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prm Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DS1 digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: expedites from CLECs, special pricing plans, for denials - restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS - e.g. gov't, or cannot be changed when changing main TN on C activity, low volume - e.g. activity type T-move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user - fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

BellSouth Retail Flow-Through

Please define the following terms:

(See previous page – all the same definitions.)

Complex Order:

Complex service:

Designed Service:

Non-Designed Service:

Hand-off package:

Service Inquiry:

Project:

"Project Managed":

In its January performance results, BellSouth reported that 4.90% of its retail residence orders did not flow through, and that 21.24% of its retail business orders did not flow through. Please explain at what point in the process the orders failed to flow-through. Response: The business retail flow-through is actually zero. This is due to the fact that all service orders entered into DOE or SONGS have to be manually generated by the service representatives. BellSouth has been incorrectly reporting its business retail flow-through, and will begin reporting it correctly as zero as of the March flow-through report. For residence, SOCS errors, other order errors, or orders that require manual handling such as inaccurate CSRs or low volume services cause fallout from flow-through.

Please provide a quantified breakdown of the reasons for fall out, i.e. the number of each type of service ordered which caused fallout, the number of various order or quantity types that caused fall-out, etc. If BellSouth orders fall out for manual processing for different reasons than CLECs, please indicate. Please see the matrix.

What specific activities do the BellSouth retail order centers perform in order to successfully submit into SOCS an error-free BellSouth order that initially failed to flow-through? Please provide copies of any associated forms the retail centers must complete, and copies of instructions or methods and procedures. Retail business office methods and procedures are intellectual property and therefore cannot be viewed by CLECs.

The following table addresses services and whether orders for those services will flow-through, and if not, why not. Are there other reasons other than types of services ordered that will cause an error-free order not to flow through, e.g. quantity, partial migrations, etc.? If so, please provide all such reasons.

BestSOUTH Flow-through

BestSOUTH Services Offered to Retail Customers	Flow-through if no BST Excess (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service Yes/No	Can ordering this service cause "fall out" for a reason other than errors or complexity? If so, what reason?	Order input into RNS/DOE/SONGST Yes/No	If order requires manual handling, please indicate if manual handling occurs prior to input into RNS/DOE/SONGST or after input into RNS/DOE/SONGST
1 Flat Rate/Residence	Yes	No	No	No		Yes	
2 Flat Rate/Business	No	No	No	No	All business orders are manually service order processed.	Yes	Man. During DOE/SONGST.
3 Pay Phone Provider	No	No	No	No		Yes	
4 Measured Rate/Ren.	Yes	No	No	No		Yes	
5 Measured Rate/Bus.	No	No	No	No		Yes	Man. during DOE/SONGST
6 Area Plan	Yes	No	No	No		Yes	
7 Package/Complete Choice and area plus	Yes	No	No	No		Yes	
8 Optional Calling Plan	Yes	No	No	No		Yes	
9 Ga. Community Calling	Yes	No	No	No		Yes	
10 Call Waiting Deluxe	Yes	No	No	No		Yes	
11 Call Waiting	Yes	No	No	No		Yes	
12 Call ID	Yes	No	No	No		Yes	
13 Speed Calling	Yes	No	No	No		Yes	
14 3 Way Calling	Yes	No	No	No		Yes	
15 Call Forwarding-Variable	Yes	No	No	No		Yes	
16 Remote Access to CF	Yes	No	No	No		Yes	
17 Enhanced Caller ID	Yes	No	No	No		Yes	
18 Memory Call	Yes	No	No	No		Yes	
19 Memory Call Ans. Svc.	Yes	No	No	No		Yes	
20 MTS	Yes	No	No	No		Yes	
21 RCF	Yes	No	No	No		Yes	
22 Call Tracing	Yes	No	No	No		Yes	
23 Ringmaster	Yes	No	No	No		Yes	

Be/Don't Offered to Retail Customers	Forwarding if no BST Error (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service Yes/No	Can ordering this service cause "flag out" for a reason other than errors or complex? If no, what reason?	Order input into RNS/DOE/SONOS? Yes/No	If order requires manual handling, please indicate if manual handling occurs prior to input into RNS/DOE/SONOS or after input into RNS/DOE/SONOS
24 Call Block	Yes	No	No	no		Yes	
25 Repeat Dialing	Yes	No	No	no		Yes	
26 Call Selection	Yes	No	No	no		Yes	
27 Call Return	Yes	No	No	no		Yes	
28 Preferred Call Forward	Yes	No	No	no		Yes	
29 Touchtone	Yes	No	No	no		Yes	
30 Visual Director	Yes	No	No	no		Yes	
31 Local Number Portability (always?)	No?	No	No	no		Yes	
32 Anonymous	No	Yes	Yes	yes	All business orders are manually service order forwarded.	Yes	Man. during DOE/SONOS
33 Basic Rate ISDN	No	Yes	Yes	yes		Yes	
34 DID	No	Yes	Yes	yes		Yes	
35 Frame Relay	No	Yes	Yes	yes		Yes	
36 Megalink	No	Yes	Yes	yes		Yes	
37 Megalink-T1	No	Yes	Yes	yes		Yes	
38 Native Mode LAN Interconnection (NML)	No	Yes	Yes	yes		Yes	
39 Franchise Primary Rate ISDN	No	Yes	Yes	yes		Yes	
40 Synchroset	No	Yes	Yes	yes		Yes	
41 PBX Trunk	No	Yes	Yes	yes		Yes	
42 Lightbase	No	Yes	Yes	yes*	* usually yes; no if loop start trouble	Yes	
43 SmartPath	No	Yes	Yes	yes		Yes	
44 Hunting	Yes*	Yes/no**	No	no	* for RNS only ** no for large business	Yes	
45 CENTREX	No	Yes	Yes	no		Yes	
46 FLEXSEK	No	Yes	Yes	yes		Yes	
47 Military	No	Yes	Yes	no		Yes	

48	Off-Prem Subscriptions	No	Yes	Yes	Yes	Yes	Can ordering this service cause "fall out" for a reason other than errors or complexity? If so, what reason?	Order input into RNS/DOES/SONGS?	If order requires manual handling, please indicate if manual handling occurs prior to input into RNS/DOES/SONGS or after input into RNS/DOES/SONGS
	BellSouth Services Offered to Retail Customers								
	How thorough is the BST Error (Yes/No)								
	Complex Service (Yes/No)								
	Complex Order (Yes/No)								
	Design Service (Yes/No)								
49	SmartRING	No	Yes	Yes	Yes	Yes	All business orders are manually service order processed.	Yes	Man. during DOES/SONGS
50	FX	No	Yes	Yes	Yes	Yes		Yes	
51	Te. Lines	No	Yes	Yes	Yes	Yes		Yes	
52	WATS	No	Yes	Yes	Yes	Yes		Yes	
53	Directory Listing (single)	Yes	Yes	Yes	Yes	Yes		Yes	
54	Directory Listing (complex)	No	Yes	Yes	Yes	No		Yes	
55	ESSX	No	Yes	Yes	Yes	No		Yes	

Note: Please add any services provided by BST at retail but omitted from the following matrix.

ADSL	No	Yes	Yes	Yes	Yes	All business orders are manually service order processed.	Yes		
Broadband ATM svc.	No	Yes	Yes	Yes	Yes				
Adv. Telecomm. Svc.	No	Yes	Yes	Yes	Yes				
Connectivity Data	No	Yes	Yes	Yes	Yes				
Managed Netw. Svc.	No	Yes	Yes	Yes	Yes				
LAN monitoring		Yes	Yes	Yes	Yes				
Electr. Commerce									
CableLink	No	Yes	Yes	Yes	Yes				
Video conferencing	No	Yes	Yes	Yes	Yes				
Fax messaging	No	Yes	Yes	Yes	Yes				
Zipconnect	No	Yes	Yes	Yes	Yes				
Back-up Line	No	Yes/No	Yes/No	Yes/No	Yes/No				

Note: for BST residence orders, other causes of failure include manual handling for CSR inaccuracies and low volume service.

Yes

1 PLACE: Dobbs Building, Raleigh, North Carolina

2 DATE: August 2, 2000

3 TIME IN SESSION: 9:00 a.m. - 1:05 p.m.

4 BEFORE: Chair Jo Anne Sanford, Presiding
 5 Commissioner Ralph A. Hunt
 6 Commissioner Judy Hunt
 7 Commissioner William R. Pittman
 8 Commissioner J. Richard Conder
 9 Commissioner Robert V. Owens, Jr.
 10 Commissioner Sam J. Ervin, IV

11
 12 IN THE MATTER OF:
 13 Docket Number P-140, Sub 73
 14 and Docket Number P-646, Sub 7.

15 AT&T Communications and TCG of the Carolina's
 16 Arbitration with BellSouth Telecommunications.

17 VOLUME 4

18 A P P E A R A N C E S:

19 FOR AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.:

20 Jim Lamoureux, Senior Attorney
 21 Suzanne Ockleberry
 22 1200 Peachtree Street
 23 Atlanta, Georgia 30309

24 Marsha E. Rule, Senior Attorney
 101 North Monroe Street
 Tallahassee, Florida 32301

Margaret Rhodes
 McKenna & Cuneo
 1900 K Street
 Washington, DC 20006

1 APPEARANCES CONTINUED

2

3 FOR BELLSOUTH TELECOMMUNICATIONS, INC.:

4

5 Edward L. Rankin, III, General Counsel
6 Post Office Box 30188
7 Charlotte, North Carolina 23230

8

9 Doug Lackey
10 Kip Edenfield
11 675 West Peachtree Street, N.E. #4300
12 Atlanta, Georgia 30375

13

14 FOR THE USING AND CONSUMING PUBLIC:

15

16 Lucy E. Edmondson, Staff Attorney
17 Public Staff - N.C. Utilities Commission
18 Post Office Box 29520
19 Raleigh, North Carolina 27626-0520

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1 didn't make assumptions, you actually had the actual
2 data, it's a different result. He doesn't have full
3 knowledge of this information.

4 Q. And the significance of that different result is
5 what?

6 A. Is I see no significance in Mr. Bradbury's
7 analysis.

8 Q. I guess I don't understand why you took the time
9 to debunk it then.

10 A. Because Mr. Bradbury took the time to put it in
11 his deposition or -- excuse me, not his deposition, his
12 testimony, and I had to respond to it.

13 Q. I'd like to direct your attention to, I guess, a
14 customer service assistant sitting in front of the ROS
15 interface.

16 A. Okay. Excuse me one second. I'm going to try to
17 get myself a little organized up here. Let me
18 straighten up the desk here.

19 Q. Sure, take all the time you need. I'll do the
20 same.

21 A. Thank you. I'm ready.

22 Q. Can you -- while the customer service assistant is
23 sitting in front of ROS, can you tell me any service
24 that that BellSouth representative can't type in

1 information and get an order out the other end, any
2 service or element that they can't use ROS to enter
3 information for?

4 A. I am not aware of any service element that they
5 cannot type in in a sales service order SOCS acceptable
6 format.

7 Q. Okay. And they can do that even for complex
8 orders, correct?

9 A. Yes, just like DOE is utilized in the LCSC.

10 Q. That's assuming that all the appropriate manual
11 work has been done, right?

12 A. Yes.

13 Q. And perhaps beating a dead horse here, if I'm the
14 customer service rep, I'm sitting in front of ROS, I've
15 entered in the information and the order comes out in
16 SOCS, I have available to me other databases that have
17 been populated by the one act of entering information,
18 don't I?

19 A. Yes, you do, just like the CLECs do. They have
20 access to the same databases.

21 Q. But they don't have it in their own databases like
22 BellSouth does, do they?

23 A. No, they're responsible for their databases.

24 Q. So they would have to make an additional entry

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

In the Matter of:

AT&T'S Petition for Arbitration of
Rates, Terms and Conditions with
BellSouth Telecommunications

:
:
:
: Docket No. 11853-U
:
:
:-----

Hearing Room 507
47 Trinity Avenue
Atlanta, Georgia

Tuesday, October 31, 2000

The above-entitled matter came on for hearing
pursuant to adjournment at 2:03 p.m.

BEFORE:

ROBERT DURDEN, Chairman
DAVID BURGESS, Vice Chairman
LAUREN "BUBBA" MCDONALD, Commissioner
ROBERT BAKER, Commissioner

* * *

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Brandenburg & Hasty
231 Fairview Road
Ellenwood, Georgia 30294

APPEARANCES:

On behalf of AT&T Communications of the Southern States, Inc.:

SUZANNE OCKLEBERRY, Attorney
JAMES LAMOUREUX, Attorney
MARSHA RULE, Attorney
AT&T Communications of the Southern States, Inc.
1200 Peachtree Street, Suite 8100
Atlanta, Georgia 30309

On behalf of BellSouth Telecommunications, Inc.:

DOUGLAS LACKEY, Attorney
BENNETT ROSS, Attorney
BellSouth Telecommunications, Inc.
125 Perimeter Center West, Room 376
Atlanta, Georgia 30346

On behalf of Consumers' Utility Counsel:

JIM HURT, Attorney
KEALIN CULBREATH, Attorney
Consumers' Utility Counsel Division
2 MLK Jr. Drive, Suite 356
Plaza Level, East Tower
Atlanta, Georgia 30334

On behalf of the Commission Adversary Staff:

THOMAS BOND, Attorney
Special Assistant Attorney General
State Law Department
40 Capitol Square
Atlanta, Georgia 30334

I N D E X

<u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
David L. Talbott				
By Mr. Lamoureaux	612	--	721	--
By Mr. Lackey	--	676	--	--
Alphonso J. Varner				
By Mr. Ross	727	--	--	--
Keith Milner				
By Mr. Lackey	809	--	947	--
By Mr. Lamoureux	--	899	--	--
Ronald M. Pate				
By Mr. Lackey	951	--	--	--
By Ms. Rule	--	1089	--	--

<u>EXHIBITS:</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>

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47 through 61 - Talbott Exhibits	669	726
62 through 64 - Talbott Exhibits	721	726
65 - CLEC Information Package	940	947
66 - LA-II Order Excerpt	1109	1112

BellSouth:

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P R O C E E D I N G S

CHAIRMAN DURDEN: This hearing of the Georgia Public Service Commission in Docket Number 11853-U will now come to order.

Cross examination of Mr. Talbott is proceeding.

VICE CHAIRMAN BURGESS: No, he's got to be presented.

COMMISSIONER BAKER: He has to be sworn.

CHAIRMAN DURDEN: Oh, he's just now coming up?

MR. ROSS: Yes, sir.

CHAIRMAN DURDEN: Well, go ahead and call him then.

MR. ROSS: Just one housekeeping matter, Mr. Chairman. I believe BellSouth forgot to introduce into evidence BellSouth Exhibits 4 and 5 and we'd ask that that be done at this time.

CHAIRMAN DURDEN: Any objection?

(No response.)

CHAIRMAN DURDEN: Admitted without objection.

(The documents, heretofore marked as BellSouth Exhibits 4 and 5, were received in evidence.)

MR. LAMOUREUX: AT&T calls as its next witness Dave Talbott. Whereupon,

DAVID TALBOTT

1 gateway interface. What AT&T really wants is entirely new
2 non-industry standard machine-to-machine maintenance and
3 repair interface. This simply isn't required. Through
4 TAFI, BellSouth provides AT&T access to the same system used
5 by BellSouth's own retail units. AT&T's representatives who
6 use TAFI see the same screens, can perform the same
7 functions and have absolutely nondiscriminatory access to
8 BellSouth's maintenance and repair system.

9 What AT&T complains about is that it can't be
10 integrated into AT&T's back office systems. That may well
11 be true, but as the FCC has said in Texas and New York, that
12 is not necessary as long as AT&T has the same access to
13 BellSouth's maintenance and repair system as does BellSouth
14 retail units. And it does.

15 If AT&T actually wants a machine-to-machine
16 interface for maintenance and repair, it can ask for one, as
17 long as it is willing to pay for the development of such a
18 system, it can have one. Instead, AT&T is simply asking
19 this Commission to provide AT&T with more than it is
20 entitled to, and to provide the service at no cost to AT&T.

21 If it can get away with that kind of approach, I suppose it
22 makes good business sense. But in this case, parity doesn't
23 require such a systems. If AT&T wants it, it should pay for
24 it.

25 Thank you, this concludes my summary.

CROSS EXAMINATION

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BY MS. RULE:

Q Good afternoon, Mr. Pate.

A Good afternoon.

Q I'm Marsha Rule and we've met before, haven't we,
Mr. Pate?

A Yes.

Q I recognize that the hour is late, so I will
endeavor not to keep y'all very long. I've got a couple of
questions for you about change control, Mr. Pate --

A Certainly.

Q -- Issue 41. This Commission has actually been a
leader in the region on the issue of change control, hasn't
it?

A Yes, they have.

Q And, in fact, the original change management
process was established by BellSouth in connection with this
Commission's guidance, wasn't it?

A The Commission was very active back several years
-- well not years, but months -- roll over years -- yes.

Q So you would agree, wouldn't you, that the
Commission certainly has the expertise and the historic
knowledge to review the current change control process to
determine if it should be modified as AT&T requests?

A Well now, I don't know that I agree with that.

1 I'm not saying -- not the expertise in the Commission, by
2 any means. While they've given some guidance from their
3 understanding of what the need is, I think the expertise
4 lies with BellSouth and the CLECs.

5 Q Have you reviewed Mr. Bradbury's rebuttal Exhibit
6 Number 3 that shows all the changes to the change control
7 process that AT&T is requesting?

8 A Yes, I have.

9 Q And do you understand that AT&T isn't asking
10 BellSouth to adopt this exhibit, or asking the Commission to
11 adopt the exhibit and write it in stone, but to adopt it as
12 part of the ongoing change control process?

13 A I'm not quite sure that I understood it that way.
14 The way I heard Mr. Bradbury state it was he wanted the
15 Commission to order us to do these. To me, that's pretty
16 much adopted in stone. I haven't heard, or did not pick out
17 in his testimony where he was referring that this would just
18 be a starting point.

19 Q Now you've described the change control process as
20 collaborative, haven't you?

21 A Yes, I have.

22 Q And changes to BellSouth's business rules are
23 supposed to go through the collaborative change control
24 process, aren't they?

25 A That's as currently defined, yes.

1 Q Okay. Now BellSouth recently released some
2 business rule changes that didn't go through the process, is
3 that correct?

4 A Which ones are you referring to?

5 Q Issue 9-G of BellSouth's business rule changes.

6 A I think there were some that did not get the
7 proper coverage, I would agree.

8 Q And some of those business rule changes required
9 CLECs to do some coding on the CLEC side of the interface in
10 order to continue passing orders, is that correct?

11 A I have not personally reviewed it but, subject to
12 check, I'll accept that.

13 Q And are you aware that the CLECs have explained to
14 BellSouth that they didn't have enough notice or time to do
15 the coding that would be required?

16 A That's what I've heard, yes, that specific one
17 that you're referring to.

18 Q And BellSouth released Issue 9-G of the changes in
19 any event, didn't it?

20 A That's what happens -- to my understanding, that's
21 correct. However, let me just clarify that this has been an
22 evolving process, evolving from not just a standpoint of the
23 documentation, but also evolving from BellSouth in
24 developing its internal processes to support the process.
25 So while what you say has happened in that case, there may

1 be other instances where we didn't follow it as well as it
2 is currently documented today. It hasn't always been
3 clearly documented that way. And our internal processes
4 have been refined, and we are committed to the -- to the
5 process.

6 Q What's the current version number of the change
7 control process?

8 A 2.0.

9 Q When was that adopted as 2.0?

10 A August -- I think it -- I've forgot the exact
11 date. August 23rd or something along that time frame.

12 Q And when was Issue 9-G of the business rule
13 changes released?

14 A I'm not sure.

15 Q It was well after August, wasn't it?

16 A I'm not sure.

17 Q Now, if I understand your testimony, one of the
18 reasons that you object to this Commission making a
19 determination about AT&T's request for changes to the change
20 control process is that only AT&T and BellSouth are involved
21 in the docket, correct?

22 A Only in this docket as an arbitration, that's
23 correct.

24 Q Okay. So you believe it would be more appropriate
25 for this Commission to make these issues part of its ongoing

1 OSS docket?

2 A No, I really don't. What I think would be more
3 appropriate is for the Commission to send the guidance back
4 to the body itself, a forum -- industry forum to work
5 through these issues. And if they cannot actually resolve -
6 - once you fine tune to those few issues that we just can't
7 see eye to eye, there's a process built in there for
8 internal escalation within BellSouth, and if that's not
9 sufficient, then to take it in the form of an issue to the
10 appropriate commission.

11 VICE CHAIRMAN BURGESS: Let me ask a question.
12 One of the concerns -- I just have a general concern about
13 making changes to the process documented in the arbitration
14 cases. I read this document during the day, and one of the
15 things that I noticed in the section regarding changes of
16 processes, it doesn't include anything about arbitration
17 being a vehicle to make changes or not make changes. So I
18 guess in my mind, one of the concerns I would have is, if
19 another party filed arbitration -- say the Commission
20 adopted this agreement, there's nothing in this agreement
21 that I see that would prohibit another party from seeking to
22 arbitrate the same issue, saying we've got some problems
23 with the process, the change management process, and coming
24 back here and making those changes in the context of an
25 arbitration case. I guess one of the questions is, if the

1 Commission were to adopt these changes, should there be some
2 verbiage in this document that would provide one method to
3 change of process is arbitration? I ask you that question,
4 Mr. Pate, just hypothetically, if the Commission were to
5 adopt this document, would it be necessary to include as a
6 vehicle for prospective change future arbitrations?

7 THE WITNESS: Well that's absolutely the question,
8 Commissioner. To me, from my personal view, arbitration is
9 still not the appropriate forum, because arbitration really
10 exists between BellSouth and one particular individual CLEC.

11 And as much as CLECs work jointly in some areas, I don't
12 think any of them are going to give proxy to another CLEC in
13 arbitration to state their issues around something that
14 impacts them all. However, nothing prevents them from
15 joining in terms of trying to ask the Commission to give a
16 general docket or a complaint, things of that nature, if
17 they agree to whatever they're filing. And to me, that's
18 what we're trying to say in the process, that you can take
19 it to the Commission through a formal proceeding, not an
20 arbitration proceeding. It could be a complaint filed or
21 whatever if they have an issue in dispute we cannot resolve
22 among ourselves.

23 BY MS. RULE:

24 Q Mr. Pate, do you agree that this Commission does
25 have authority to order changes in the change control

1 process?

2 A This Commission has the authority to order
3 anything that it thinks is appropriate. That's for this
4 Commission to decide.

5 Q Turning to Issue 42. Do you understand that AT&T
6 is asking in this case for the ability to submit electronic
7 orders for all services and elements?

8 A Yes.

9 Q And you would agree, wouldn't you, that electronic
10 ordering is cheaper and faster, generally speaking, than
11 manual ordering?

12 A Generally speaking. There's only a couple
13 exceptions. One would be where you just don't have the
14 volume for that particular transaction. If you did one or
15 two of something a year, it's not going to be cheaper to go
16 through the process of the dollars associated with
17 developing that code and maintaining that code. In that
18 case, because there's so few, you probably really are
19 cheaper to have someone manually do it.

20 Q Okay. So generally you agree with me with that
21 exception?

22 A Yes.

23 Q And generally speaking again, electronic ordering
24 and processing is less prone to error, isn't it?

25 A Yes and no. I mean, you're still prone to the

1 errors of entry, but then all the mechanization takes place
2 after that and obviously it's less prone.

3 Q BellSouth has already gone ahead and automated
4 some ordering and processing for CLECs, hasn't it?

5 A Yes, most definitely.

6 Q For example, CLECs can order residential POTS
7 resale electronically and it will be processed
8 electronically, correct?

9 A Yes. I mean, to state it clearly, 82 percent,
10 based on last month's order volume, was submitted
11 electronically -- BellSouth. Eighty-two percent of all the
12 electronic -- excuse me, all the LSR submissions.

13 Q And most of those were for resale, weren't they?

14 A Certainly. I mean, that's your highest volume, in
15 resale, certainly.

16 Q Now, if I understand your testimony correctly --
17 in your written testimony, you say that electronic
18 processing of most other services -- for which electronic
19 ordering and processing isn't available for CLECs right now.
20 You're saying it's also not available to BellSouth, is that
21 correct?

22 A I'm not quite following you. I apologize. Do you
23 have a particular place to refer me or just restate the
24 question for me.

25 Q Sure. Let's take a look at page 110 of your

1 testimony, beginning on line 3.

2 A 110, line 3?

3 Q There's a sentence that begins on line 3. It
4 starts out because.

5 A Yes, I've read that.

6 Q Could you read that, please?

7 A Do you want me to read the sentence? I'm sorry.

8 Q Yes.

9 A Okay. The sentence that starts on line 3 of 110
10 of my testimony reads, "Because the same manual processes
11 are in place for both CLEC and BellSouth retail orders, the
12 processes are competitively neutral, which is exactly what
13 both the Act and FCC require".

14 Q Okay. Now you also explain in your testimony that
15 MultiServe is an example of a service that you say BellSouth
16 has not automated for itself, correct?

17 A Yes.

18 Q And while you've got your testimony, could you
19 turn to your Exhibits 15 and 16, please.

20 Commissioners, I have copies of those exhibits for
21 you, so you don't have to flip through your documents.

22 CHAIRMAN DURDEN: Okay, fine.

23 BY MS. RULE:

24 Q Now Exhibit 15, which is not -- unfortunately is
25 not indicated on this document, is labeled CLP, Complex

1 Services, Multiserve, correct?

2 A Yes.

3 Q And that means CLP, and that's a North Carolina
4 designation for competitive local provider, correct?

5 A That's correct.

6 Q And the next document, which is your exhibit 16,
7 is labeled BST Retail: Complex Services, MultiServe,
8 correct?

9 A That's correct.

10 Q And in these two documents, you say that you
11 compare the multiserve ordering process for BellSouth retail
12 and for the CLECs, correct?

13 A Yes.

14 Q And we talked about these same documents in North
15 Carolina, didn't we?

16 A Yes, we did.

17 Q Let's take a look at the diagram for BellSouth
18 retail first. There's a notation at the bottom of the page
19 that says shade indicates manual processing.

20 A Yes.

21 Q So all these boxes that are shaded means that
22 there are manual steps involved and they are not electronic
23 for BellSouth, correct?

24 A That's correct.

25 Q Over on the right-hand side of the page there are

1 two boxes that are unshaded. Could you tell me what the top
2 of that two boxes represent?

3 A Are you referring to the box that reads CSA-order
4 entry into ROS?

5 Q Yes, sir.

6 A ROS is the regional ordering system. That's the
7 BellSouth system where we submit our service orders for our
8 business transactions. The CSA is the customer service
9 assistant that actually enters the order. Then you can see
10 the line is indicating it's going to the service order
11 communication systems, SOCS. That's where that order, once
12 entered in the SOCS-compatible format, is transmitted there
13 for further provisioning by the down-stream systems.

14 Q And those aren't shaded, so that means that's an
15 electronic process on this schedule, correct?

16 A That means it's an electronic transmission of a
17 SOCS-compatible formatted service order to SOCS.

18 Q Okay. Could you turn to Exhibit 15, the CLEC
19 complex service order.

20 A I'm there.

21 Q Okay. And the two unshaded boxes are more in the
22 middle of the page here. What do those indicate?

23 A The one in the middle, the first one, reads CSA -
24 order entry into DOE. So there's still a customer service
25 assistant entering into the direct order entry, which is the

1 system we used in the local carrier service center for
2 entering the orders that are submitted to us that we get
3 manually. You can see the line indicating to the same
4 system, which is the common point, the service order
5 communications system, SOCS, for once again, further
6 downstream provisioning processing.

7 Q Okay. But in each case, it's a BellSouth customer
8 service representative who is doing the ordering into the
9 system, is that correct?

10 A That is correct. It's designed that way.

11 Q Okay. Now when the customer service
12 representative enters the order into ROS on the BellSouth
13 chart, it has an electronic record of the order, correct?

14 A I'm not quite clear what you mean by electronic
15 record.

16 Q Well, I guess one way to put it would be that --
17 or to ask you whether the order entry into ROS by the
18 BellSouth customer service representative creates any
19 information in any other BellSouth back-end system.

20 A What it creates is a service order that's
21 transmitted to the SOCS for further provisioning.

22 Q Well, let's say -- does it also update the
23 customer service information records?

24 A That order itself that's created in ROS does not.
25 That's part of the provisioning process.

1 Q Does the customer service representative have to
2 enter it separately into the customer service information
3 records, or is that record created as part of the same
4 order/entry process?

5 A The information that you're updating into the
6 customer service record is a result of the provisioning
7 process. It is a result of when that order is submitted and
8 when it's provisioned by the various further downstream
9 systems when the order is actually completed. That gets it
10 updated into the customer records information.

11 Q Well if you'll give me a moment, Mr. Pate, I'm
12 going to look in to North Carolina transcript, because I
13 believe you agreed with me that there was an order/entry --
14 one-time order/entry that updated some other data bases.
15 So, I guess the question I would ask you is, have you
16 changed your answer?

17 A No, I haven't changed any answer from North
18 Carolina, so I'm obviously not hearing the question the
19 same.

20 Q I'll let Mr. Bradbury look that up.

21 Okay, let's look at the CLP, complex services
22 chart, again. Again, this is a BellSouth customer service
23 representative entering information into DOE, correct?

24 A That's correct.

25 Q Does that electronic entry create any billing

1 record entries for the CLEC?

2 A It only creates the billing record when we bill
3 the CLEC. The CLECs, if you're referring to how they bill
4 they bill their customers, no that would be a part of their
5 systems.

6 Q And the CLEC's customer service information
7 records aren't updated either by the act of that order-
8 entry, are they?

9 A Definitely not. That's not how it's designed nor
10 a requirement that I'm aware of.

11 Q Okay. On the other hand, BellSouth gets to order
12 -- or enter the order information once into the ROS system
13 and that information is then accessible in other parts of
14 BellSouth's back-end systems, isn't it?

15 A That information is actually placed in whatever
16 appropriate systems is a result of that provisioning of
17 BellSouth, if that's what you mean by it's available, yes.

18 Q Okay. As a result of that one order entry
19 process?

20 A As a result of a representative from BellSouth
21 entering a service order, like it's always been, then the
22 system is going to process that and update whatever
23 appropriate systems are for us to serve that customer.
24 That's our system's design, what we refer to as the Legacy
25 systems.

1 Q So as a result of BellSouth's system design and
2 the way BellSouth has chosen to set up the systems for
3 CLECs, if the CLEC wants to have the same information in its
4 back-end systems, it'll have to go through a separate order-
5 entry or information-entry process, won't it?

6 A Only for that that's manually submitted is it
7 going to have to do so. You know, a big issue with the FCC
8 is being able to give you orders that are integratable, and
9 that you can get some information back and integrate your
10 system. But you're responsible for that part of your system
11 that's going to do that integration.

12 Q Well, I would rather not get into the FCC orders.
13 Do you understand that what AT&T is asking for is basically
14 to be able to have its customer service representative type
15 the information into a system that will allow electronic
16 ordering, just as BellSouth has, and allow its internal or
17 back-end systems to be populated just as BellSouth does?

18 A No, actually I don't understand it that way.
19 Based on what your request was, was the ability to submit
20 all of your orders electronically. I've never read anything
21 into this at all about you being able to get any information
22 back to update your systems. It's being able to get it --
23 input it and get it to flow through is the two issues --
24 sub-issues that you've discussed there. So I have not
25 interpreted it that way.

1 COMMISSIONER BAKER: Mr. Pate, what are the
2 drawbacks, technically or financially, to complying with the
3 request AT&T has made? I mean, as for cost, just give me
4 your best educated guess.

5 THE WITNESS: Certainly. Well they have two
6 issues. Now the first issue is to be able to submit
7 everything electronically, and their concern, as I
8 understand it is, that we actually had the opportunity to do
9 such since our systems are designed that way under SOC-
10 compatible format. For a CLEC to do that, though, we're
11 dealing with a local service request format, an industry
12 standard national format. That we have to take that and
13 actually convert it. You have to develop coding to convert
14 that LSR format to a SOC's format so our systems can process
15 it. That is rather challenging for the very complex orders
16 to do so. We haven't been able to develop that code, how to
17 do that, make that translation in all of these cases.
18 That's the issue from just the ability to submit it
19 electronically.

20 One way they could do it, if they had our exact
21 same system, which there are many reasons probably why they
22 would not want to. One, it's not an industry standard. It
23 would only work for BellSouth's region. I haven't found
24 anybody frankly that's made the offer that's willing to go
25 through that investment as a CLEC, to train their personnel

1 to use a system just for that purpose. Plus, some of these
2 systems won't do -- like a -- may not do all the
3 transactions that they would have a need for in terms --
4 they would have to have -- my sinuses are kicking in here --
5 to try to explain this. They may have to have more than one
6 system to be able to do residential versus business the way
7 it's designed. For example, if they used our R&S system,
8 that's only designed to do residential.

9 And to get to the other issue is the flowing
10 through of everything. I've really kind of touched on it
11 already in that translations piece. That's the main
12 component associated with that and we haven't been able to
13 develop that coding. We have -- I'm not saying that you
14 can't do it for everything, but the ones where we're down to
15 now are extremely complex orders. We haven't figured out
16 how to do it and some of those are of a volume nature that I
17 discussed earlier. You may not want to do it. You don't
18 enough of them.

19 COMMISSIONER BAKER: But just to give me an idea,
20 it sounds like this is an expensive, complicated process, is
21 that right?

22 THE WITNESS: Oh, most definitely. I mean, it's
23 going to be very expensive just to figure out the coding,
24 much less put it all in place and then maintain it on and
25 on-going basis as things may change here. I mean, these are

1 things that you're talking about developing without any type
2 of industry standards to assist in that process. Those may
3 still evolve. Not that we wait on industry standards,
4 sometimes we try to be the leader of those. This is not an
5 easy effort. I know this Commission has looked at through
6 the performance docket, to try to put a team out there to
7 assess, to improve these things. And if that's what this
8 Commission orders in that, you know, we're going to be
9 obviously leading that effort trying to do that. But we're
10 already trying to do that now and it's a challenge.

11 COMMISSIONER BAKER: Well would -- just
12 hypothetically, what if a CLEC, or a group of CLECs said we
13 will make the financial commitment to go hire, I don't know,
14 a computer consultant, a software consultant to make this
15 work? I mean, if Bell -- if they were willing to do that,
16 spend their own money to develop the system, BellSouth
17 checked it out, it works, it's not going to crash your
18 system, something like that might be acceptable?

19 THE WITNESS: I would be definitely willing to
20 entertain that. No one has come forth, obviously, with that
21 type of offer, but we definitely would be receptive to
22 sitting down and viewing what they would like to do in that
23 respect.

24 COMMISSIONER BAKER: Well what about if you just
25 said well, we estimate the cost will be X and we'll divide

1 it out among all the CLECs and this is your proportionate
2 share, would you do it?

3 THE WITNESS: Well, I think actually that kind of
4 happens in OSS recovery, but I'm not the cost expert when
5 you think of it from that standpoint.

6 BY MS. RULE:

7 Q A follow-up question, Mr. Pate. For every
8 business service that BellSouth offers its retail customers,
9 a customer service representative will sit down and enter an
10 order into ROS, correct?

11 A Yes, that's correct.

12 Q And then that order is electronically sent to SOCS
13 where a service order is produced, correct?

14 A Well, yes, but let me make sure I clarify that
15 point. I mean, these things don't happen by osmosis.
16 You've got to enter this stuff somewhere. My technical term
17 stuff, this service order -- the systems that we've designed
18 is to enter it in that SOCS-compatible format. The issue
19 we're talking about here is taking an LSR format and making
20 that translations, which could end up in several SOCS
21 orders. That's complex. That's not easy to do. It's that
22 translation, the coding and the impact of that that's at
23 issue.

24 Q And that's exactly what AT&T wants, isn't it?

25 A Yes. I can understand why you would want it. I'm

1 just telling you that that's not something simple to do. We
2 haven't been able to figure out how to do it, even though if
3 you look at our results from the amount of orders that was
4 submitted a year ago, this same time frame electronically
5 was 49 percent. As I've already said, today it is 82
6 percent. I think we've made some pretty darned good
7 progress in a year's time.

8 Q And that 80-some percent referred to resale
9 orders, did it not?

10 A No, no, it refers to all orders --

11 Q The bulk of which --

12 A -- of which the bulk are resale. If you take a
13 look at the numbers and look particularly at the unbundled
14 network elements, it has grown significantly this year as a
15 result of our efforts.

16 Q Okay. Turning your attention to maintenance and
17 repair. TAFI can't be used for maintenance and repair of
18 all types of services, can it?

19 A No, it's for basically POTS services.

20 Q Okay. So that leaves out unbundled loops and
21 switching and transport among other things?

22 A Yes.

23 Q Okay. And EFTA doesn't allow CLEC customers to --
24 or customer service representatives to correct all the
25 service problems that they could correct if they were using

1 TAFI, does it?

2 A I don't quite follow your question. Try me again.
3 I apologize.

4 MS. RULE: Well there might be an easier way to do
5 this. In order to avoid asking you any questions about the
6 FCC's order, what I would like to do, Commissioners, is mark
7 as an exhibit an excerpt of the FCC's Louisiana 2 order, ask
8 you to take official notice of the order and just let the
9 order speak for itself and then I'm done.

10 CHAIRMAN DURDEN: That is a marvelous idea.

11 (Laughter.)

12 CHAIRMAN DURDEN: We will take administrative
13 notice of it and allow you to introduce it.

14 MS. RULE: And I believe that would be Exhibit
15 Number 66.

16 CHAIRMAN DURDEN: Is there any objection to that?
17 I can't imagine that there would be.

18 MR. LACKEY: No, sir.

19 CHAIRMAN DURDEN: And I'm correct. So it's
20 admitted without objection.

21 (The document referred to was
22 marked for identification as AT&T
23 Exhibit Number 66 and received in
24 evidence.)

25 MS. RULE: I'm content to let the FCC's order on

1 TAFI and EFTA speak for itself and I have no more questions.

2 CHAIRMAN DURDEN: Okay. And, of course, I'll
3 remind you that if you want to make any commentary about it
4 or any argument based on it, just put it in the brief.

5 BY MS. RULE:

6 Q Mr. Lackey has a request which I'm happy to
7 fulfil, and that is about your North Carolina testimony.
8 Unfortunately, I have only one copy of it.

9 MR. LACKEY: Show it to him.

10 BY MS. RULE:

11 Q On page 205 of the North Carolina transcript, let
12 me direct your attention to -- beginning on page -- or line
13 18 through the next page.

14 (The witness reviews the document.)

15 A Okay, I've read it.

16 Q And do you recall now agreeing with me that once
17 the CSA enters the order into ROS, BellSouth has an
18 electronic record of the order?

19 A Yeah, it seems to be the same way you asked the
20 question. My brain is not working as good I can tell you.
21 But from the standpoint that it's electronically created and
22 transmitted from a transmission to SOCS, and then SOCS does
23 further provisioning, I think that's the framework that
24 we're talking about in North Carolina, and I still agree
25 with that.

1 Q And you answered yes, correct?

2 A Yes.

3 Q And you agreed that the electronic record could
4 then populate various databases such as billing records?

5 A As part of the overall provisioning process, all
6 of that gets populated. It's electronically done. It's a
7 mechanized process unless something falls out as part of the
8 provisioning process, then someone may have manual
9 intervention. They correct, do whatever it is. Then much
10 of it is done electronically going forward.

11 Q And you agree that it can populate customer
12 service information records and maintenance and repair
13 databases?

14 A Oh, yes, certainly. Yeah, that's part of the
15 process.

16 MS. RULE: Thank you.

17 MR. LACKEY: No redirect. I would like to move
18 Exhibits 23 through 39.

19 CHAIRMAN DURDEN: Any objection?

20 (No response.)

21 CHAIRMAN DURDEN: They're admitted without
22 objection.

23 (The documents heretofore marked as
24 BellSouth Exhibits 23 through 39,
25 were received in evidence.)

1 MS. RULE: And AT&T would move 66.

2 CHAIRMAN DURDEN: The witness is excused.

3 (Witness excused.)

4 CHAIRMAN DURDEN: Any objection?

5 (No response.)

6 CHAIRMAN DURDEN: It's admitted without objection.

7 (The document heretofore marked as
8 AT&T Exhibit Number 66 was received
9 in evidence.)

10 Do we have any other housekeeping matters?

11 (No response.)

12 CHAIRMAN DURDEN: I believe the procedural and
13 scheduling order sets forth -- does it not set forth a
14 briefing schedule?

15 MS. OCKLEBERRY: The problem, Mr. Chairman, would
16 be, we moved direct testimony out several times, so I don't
17 think it actually comports with the time period because
18 we've moved the hearing. That was changed also.

19 CHAIRMAN DURDEN: Okay. Well we need to set a --
20 will five days be long enough?

21 MS. OCKLEBERRY: No, Commissioner.

22 MR. LACKEY: Mr. Ross is writing the brief. If
23 you would like it tomorrow it's okay with me.

24 (Laughter.)

25 CHAIRMAN DURDEN: Well, how long will it take you

1 to get a brief done?

2 MS. OCKLEBERRY: We don't even have the transcript
3 yet.

4 CHAIRMAN DURDEN: Well they'll get you the
5 transcript PDQ.

6 MS. OCKLEBERRY: If we could have 10 days?

7 CHAIRMAN DURDEN: I'll give you 10 days, 10
8 calendar days from today.

9 MS. OCKLEBERRY: Can we negotiate 10 business
10 days?

11 CHAIRMAN DURDEN: Let the record reflect that Mr.
12 Lackey is showing facial expressions indicating great
13 consternation. I thought you said your brief was ready to
14 be filed?

15 MR. LACKEY: No, I said Mr. Ross had to write it
16 and it could be tomorrow.

17 CHAIRMAN DURDEN: Okay. He doesn't need a
18 transcript to do his. I'm sorry, I'm --

19 MR. LACKEY: We're tired.

20 CHAIRMAN DURDEN: Yeah, we're all tired. Let the
21 record reflect that I'm -- these pitiful attempts at levity
22 are mine.

23 How long, two weeks? Do we have a deadline that
24 we're going to run up against? I don't want to run up
25 against a deadline.

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

IN THE MATTER OF THE
INTERCONNECTION AGREEMENT
NEGOTIATIONS BETWEEN AT&T
COMMUNICATIONS OF THE
SOUTHERN STATES, INC., TCG
OF THE CAROLINAS, INC., and
BELLSOUTH TELECOMMUNICATIONS,
INC., Pursuant to 47 U.S.C.
Section 252

Docket No. P-140, Sub 73

Docket No. P-646, Sub 7

DEPOSITION OF
DOUGLAS W. McDOUGAL

July 28, 2000

11:00 a.m.

1200 Peachtree Street, N.E.
Atlanta, Georgia

Wanda L. Robinson, CRR, CCR No. B-1973

TRA Docket No. 00-00079
JMB-R18
Page 1 of 3

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1 I would be something that's actually
2 impacting operational performance, causing us
3 to not be able to process an order as
4 quickly as we should, as accurately as we
5 should.

6 Anything that impedes them doing
7 their job is essentially a Severity 1.

8 Q. Do you know if there is a time
9 frame, a target time frame for solving
10 Severity 1 problems?

11 A. Generally I think the target time
12 frame is 24 hours.

13 Q. At the end of that 24 hours, if
14 it all works as planned, what should happen?

15 A. The software would be updated in
16 the next maintenance period, which hopefully
17 would be after midnight the next day. They
18 wouldn't upgrade software during production
19 environment.

20 Q. Would you repeat the last part?

21 A. They would not upgrade software
22 during the day, during production. They
23 would upgrade software at night, put it
24 through a test process on test platforms and
25 ensure they didn't create another anomaly

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1 within the software before putting it on the
2 production boxes.

3 Q. You mentioned the next maintenance
4 period. How often do maintenance periods
5 occur?

6 A. Every night.

7 Q. What happens during maintenance?

8 A. Tables are updated, bug fixes are
9 tested and implemented.

10 Q. That's Severity 1. What are the
11 other severity levels?

12 A. I can't give you the definitions,
13 but there obviously are less severe
14 situations than SEV 2, SEV 3. I can't
15 define them for you.

16 Q. Do you know who could?

17 A. Sure. Our IT organization can
18 define those.

19 Q. Possible name? Do you have a
20 name for me?

21 A. I can't tell you the best name on
22 the systems, I'll be honest. I've only been
23 on the job for a week. I can give you
24 some names but I'm not sure I would --

25 MR. EDENFIELD: Let's not guess.

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1 If you can answer, you can. If you can't,
2 don't.

3 Q. (By Ms. Rule) Do you know who
4 the head of the IT organization is?

5 A. From the perspective of local
6 systems or the head of BellSouth Corporate
7 IT?

8 Q. Local systems.

9 A. You're looking for an officer
10 level name or non-officer level name?

11 Q. Not necessarily officer level.
12 Somebody who could define for me what the
13 various severity levels are.

14 THE WITNESS: Can we give a name?

15 MR. EDENFIELD: If you know
16 someone who can give the severity levels.

17 A. My key interface into the IT
18 organization is Susan Baughman,
19 B-A-U-G-H-M-A-N.

20 Q. I imagine from your job
21 description, you're very familiar with the
22 operation of the LCSC?

23 A. Fairly familiar.

24 Q. You've described some processes
25 where an LCSC service rep will lease an

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1 order to a downstream system. One of the
2 things we're very interested in, obviously,
3 is flowthrough. Do you have a flowthrough
4 definition that's used to describe service
5 orders that come into the LCSC and go out of
6 them, what constitutes flowthrough for you?

7 A. A couple of different definitions
8 of flowthrough. I'm not sure there's a
9 definition. But generally flowthrough
10 describes an order that flows through our
11 systems through the Service Order Control
12 System, or SOCS, without being touched by a
13 service rep. In other words, it came in
14 electronically generally and flows through
15 those systems.

16 However, we also have flowthrough
17 on orders that come in by fax and paper
18 because we get tremendous numbers of fax and
19 paper orders, particularly from smaller CLECs.
20 So we attribute flowthrough to once the
21 service rep builds the order and releases the
22 order to the downstream systems, it flows
23 without erroring out. So there are different
24 definitions.

25 Q. So basically, though, it sounds

5 (Pages 14 to 17)

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Page 20

1 like the difference in the definition is
2 where you start it off?

3 A. That's right.

4 Q. So if we're starting off an
5 electronic order, the point at which you
6 begin to judge whether it flows through is
7 before it even comes to the LCSC, correct?

8 MS. RULE: Strike that.

9 Q. The point at which you begin to
10 determine flowthrough is when it leaves the
11 CLEC hands, correct?

12 A. No. I wouldn't agree with that.

13 Q. If You could correct me.

14 A. I would say that when it hits our
15 mainframe. If it doesn't fatally reject,
16 because fields are missing, then it could
17 flowthrough. But the order can come in from
18 your EDI system into our EDI receiver, and
19 it could be rejected due to fields being
20 missing. Obviously it wouldn't flow through.
21 We would never see that. That would be a
22 system-to-system interface. We wouldn't
23 attribute it leaving your system; we would
24 attribute it beginning at the receiver of our
25 systems.

1 assist us. So one of those three systems
2 would be built. Those are service order
3 generators. That's the purpose of those
4 systems.

5 Q. So when would you say the order
6 has been built?

7 A. At completion of that activity.

8 Q. What happens after the order has
9 been built on the service order generator?

10 A. It's handed off to the Service
11 Order Control System, SOCS. More edits are
12 applied to it, and SOCS is a conduit to
13 multiple other downstream systems, particularly
14 network provisioning systems, in order to get
15 the order actually provisioned in the
16 network, and it's a front end to our billing
17 systems. Front end to provisioning systems,
18 various provisioning systems, and front end
19 to billing systems. Those are the next
20 steps.

21 Q. So if I understand you correctly,
22 paper comes in, LCSC service rep builds order
23 on the service order generator, whichever one
24 is applicable to that particular order,
25 releases the order to SOCS, more edits are

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Page 21

1 Q. You mentioned that for
2 flowthrough, for orders received via fax or
3 on paper, that the service rep builds the
4 order and releases it to downstream systems,
5 correct?

6 A. That's right.

7 Q. Can you define for me what you
8 mean by the service rep building an order?

9 A. A local service request comes in,
10 an LSR, local service request. That order
11 can be faxed in or be delivered by overnight
12 mail. The service rep's responsibility is to
13 turn that into a true service order that
14 meets the BellSouth definitions of service
15 order. Field sizes, number of fields, what
16 has to be populated, what's option, et
17 cetera. They would use a service order
18 generated program to build that order.

19 If it's an LNP order, they would
20 use the LNP gateway. If it's not an LNP
21 orders, they would use one of two systems:
22 DOE, Direct Order Entry System, or SONGS. I
23 don't know what that stands for. Service
24 Order Negotiation System, I think.

25 They would use one of those to

1 applied. If it passes those edits, it's
2 then released to downstream provisioning
3 systems?

4 A. Correct.

5 Q. When does the order become
6 assignable? When does it achieve assignable
7 status?

8 A. I'm not sure what you mean by
9 assignable.

10 Q. Are you familiar with BellSouth's
11 processes for building orders for its own
12 customers, it's own retail customers?

13 A. No.

14 From SOCS down, it's the same
15 process, but I'm not really familiar to talk
16 to you about routine process, if those are
17 the same systems.

18 Q. When the order leaves the service
19 order generator, does anything happen to it
20 between the time it leaves the service order
21 generator and the time it leaves SOCS except
22 those edits you described to me?

23 A. Hopefully not. The objective is
24 that it's perfect.

25 Q. Can you tell me how flowthrough

BellSouth
Service Quality Measurements Performance Reports

ORDERING

Report/Measurement:	
O-3. Flow-Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through and reach a status for a FOC to be issued.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
E Of errors by type	
Report Structure:	
• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: ➤ Error Type (by error code) ➤ Count of each error type ➤ Percent of each error type ➤ Cumulative percent ➤ Error Description ➤ CLEC Caused Count of each error code ➤ Percent of aggregate by CLEC caused count ➤ Percent of CLEC by CLEC caused count ➤ BST Caused Count of each error code ➤ Percent of aggregate by BST caused count ➤ Percent of BST by BST caused count	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total number of LSRs received • Total number of errors by type (by error code) ➤ CLEC caused error	• Report month • Total number of errors by type (by error code) ➤ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Revision Date: 02/22/00 (tm)

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BellSouth
Service Quality Measurements Performance Reports

LSR Flow-Through Matrix

PRODUCT	FIT	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING ¹	EDI	TAG ²	LENS 99 ⁴	LENS ³	COMMENTS
2 wire analog DID trunk port	No ⁵	UNE	Yes	Yes	N	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	N	
2 wire ISDN digital line side port	No	UNE	Yes	Yes	N	N	N	N	
2 wire ISDN digital loop	No	UNE	Yes	NA	Y	Y	N	N	
3 Way Calling	Yes	No	No	NA	Y	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	NA	Y	Y	N	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	Yes	N	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	Yes	N	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	Yes	N	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	N	
ADSL	No	UNE	Yes	Yes	N	N	N	N	
Area Plus	Yes	No	No	No	Y	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	N	
Call Block	Yes	No	No	No	Y	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	Y	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	Y	

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Service Quality Measurements Performance Reports

DS3	No	UNE	Yes	NA	N	N	N	N
DS1 Loop	Yes	UNE	Yes	Yes	Y	Y	N	N
DSO Loop	Yes	UNE	Yes	Yes	Y	Y	N	N
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	Y
ESSX	No	Yes	Yes	NA	N	N	N	N
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	Y
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	Y
FLEXSERV	No	Yes	Yes	NA	N	N	N	N
Frame Relay	No	Yes	Yes	NA	N	N	N	N
FX	No	Yes	Yes	NA	N	N	N	N
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	Y
HDSL	No	UNE	Yes	NA	N	N	N	N
Hunting MLH	No	C/S ⁶	C/S	Yes	Y	Y	N	N
Hunting Series Completion DM10	No	C/S	C/S	Yes	Y	Y	Y	Y
Hunting Series Completion	No	C/S	C/S	Yes	Y	Y	Y	Y
INP RECTYPE B	Yes	UNE	No	No	Y	Y	N	N
INP RECTYPE C	Yes	UNE	No	No	Y	Y	N	N
LightGate	No	Yes	Yes	NA	N	N	N	N
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	N
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	N
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	N
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	N
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	N
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	Y
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	Y
Megalink	No	Yes	Yes	NA	N	N	N	N
Megalink-T1	No	Yes	Yes	NA	N	N	N	N
Memory Call	Yes	No	No	No	Y	Y	Y	Y
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	Y
Multiserv	No	Yes	Yes	NA	N	N	N	N
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	N
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	N
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	Y
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	Y

Yes - LENS, April 2000

Service Quality Measurements Performance Reports

Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	N	N
Pay Phone Provider	No	No	No	NA	N	N	N	N	N
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	Y	Y	N
PBX Trunks	No	Yes	Yes	Yes	Y	Y	Y	Y	N
Port/Loop Combo	Yes	UNE	No	N	Y	Y	N	N	Yes - LENS, April 2000
Port/Loop PBX	No	No	No	Yes	Y	Y	N	N	N
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	Y	Y
RCF Basic	Yes	No	No	NA	N	N	N	N	N
Remote Access to CF	Yes	No	No	No	Y	Y	Y	Y	Y
Repeat Dialing	Yes	No	No	No	Y	Y	Y	Y	N
Ringmaster	Yes	No	No	No	Y	Y	Y	Y	N
Smartpath	No	Yes	Yes	NA	N	N	N	N	N
SmartRING	No	Yes	Yes	NA	N	N	N	N	N
Speed Calling	Yes	No	No	No	Y	Y	Y	Y	Y
Synchronet	No	Yes	Yes	NA	Y	Y	N	N	N
Tie Lines	No	Yes	Yes	NA	N	N	N	N	N
Touchtone	Yes	No	No	No	Y	Y	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	N	N	Yes - LENS, April 2000
WATS	No	Yes	Yes	NA	N	N	N	N	N
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	N	N
Note 1: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.									
Note 2: The TAG column includes those LSR submitted via RoboTAG.									
Note 3: The LENS column denotes the ordering status of services prior to OSS 99.									
Note 4: The LENS 99 column denotes the ordering status of services post OSS 99.									

BellSouth

[illegible]

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

IN THE MATTER OF THE
INTERCONNECTION AGREEMENT
NEGOTIATIONS BETWEEN AT&T
COMMUNICATIONS OF THE
SOUTHERN STATES, INC., TCG
OF THE CAROLINAS, INC., and
BELLSOUTH TELECOMMUNICATIONS,
INC., Pursuant to 47 U.S.C.
Section 252

Docket No. P-140, Sub 73

Docket No. P-646, Sub 7

DEPOSITION OF
RONALD PATE

July 20, 2000

9:06 a.m.

1200 Peachtree Street, N.E.
Atlanta, Georgia

Arne' B. Davis, CCR-B-1475

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1 designate by various interfaces whether it
2 can be submitted using that electronic
3 interface.

4 Q. So, as a CLP, I should be able
5 to look at this table and determine which
6 types of the services and products that I
7 want to order for my customers, can only be
8 ordered manually. Correct?

9 A. As well as electronically, yes.

10 Q. So if I look in the fifth column
11 headed, Planned Fallout for Manual Handling,
12 and I compare that information with the
13 various EDI, TAG, LENS '99 and LENS columns,
14 I can tell whether I can order a product
15 electronically, but it will encounter design
16 manual fallout?

17 A. Yes.

18 Q. This document also shows me what
19 products and services that I might order that
20 would encounter manual fallout for reasons
21 other than by design?

22 A. I guess I'm trying to understand
23 the question. Manual fallout is supposed to
24 be only by design. So I'm confused by the
25 question.

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1 Q. Does fallout for manual handling
2 mean they have errors in them, too?

3 A. Yes.

4 Q. Are there any areas that an order
5 might fall out for manual handling, even
6 though it could be submitted electronically?

7 A. None come to mind. It's either
8 planned fallout flow through or there's an
9 error that results in that falling out. If
10 there's some other situation, I don't recall.

11 (Whereupon a discussion ensued off
12 the record.)

13 Q. (By Ms. Rule) The second column
14 is headed F/T. Is that supposed to be a
15 list that describes whether or not items will
16 flow through?

17 A. Yes.

18 Q. If you look at footnote 5, which
19 is under the first entry in that column,
20 what does -- can you explain to me what
21 footnote 5 means?

22 A. Let me read this, please.

23 Q. Sure.

24 A. Footnote 5 is identifying some
25 situations where orders could manually fall

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1 out. Does trigger a couple throughout where
2 ones designed to flow through could actually
3 fall out as in footnote 5. For example, let
4 me find here for clarification purposes --
5 well, you go by the first one, expedite from
6 a CLEC, so an order that they have expedited
7 request -- that's been designed for flow
8 through by the nature they expedited it --
9 it's going to have to fall out. So we can
10 manually process it in order to try to meet
11 their request. So you understand exactly from
12 what I was saying earlier, there are
13 situations such as foot note 5.

14 Q. Seems to me, looking at footnote
15 5, and that flow through column, that
16 footnote 5 is actually complying to all the
17 yeses in that column, inside of that first
18 no. Do you agree? I'm wondering if it's a
19 typo.

20 A. I see from your approach, the
21 person who authored this, I see from the way
22 you're looking at it now, the confusion it
23 could create. To see if there might be a
24 better way -- more likely, it would be up
25 there, besides the FT itself.

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1 Q. So it appears to say to you,
2 also, footnote 5, general application, that
3 first entry under the flow through column?

4 A. Yes. The other footnotes appear
5 across the top in the columns. So I'm
6 thinking, maybe, as you indicated, it's just
7 a typo, but I will be dealing with that and
8 finding out.

9 Q. So if I understand you correctly,
10 though, footnote 5 is a list of conditions
11 that will result in design manual fallout,
12 even though an item is ordered electronically
13 and was otherwise eligible for flow through;
14 correct?

15 A. Let me go back and refresh my
16 memory.

17 Q. Okay.

18 A. I think that's the intent, because
19 it starts off, Also, this may be better for
20 all services to indicate yes.

21 Q. So if I'm understanding this
22 correctly, go back to the flow through
23 column, everything that says "yes" should be
24 yes, unless one of the conditions listed in
25 this footnote 5 apply, in which case they

11 (Pages 38 to 41)

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will fall out for manual handling?

A. As a result of this discussion, I'm having the same inclination. I would like to reserve the right to talk to the author of this report. I understand what they're intending to say. I've seen the report many times and looked at this document many times. It's never hit me the way it's hitting me now.

Q. Just to walk through an example, the second product, entry two, wire analog port, said, yes, it should flow through?

A. Correct.

Q. But if I understand footnote 5 correctly, it should flow through, unless one of these 12 or 13 things listed in footnote 5 are present, in which case it will fall out?

A. That is the way I interpret it, too.

Q. There's another question we had about footnote 5. It says -- the very last sentence says, All but the last one are unique to CLEC. What does that mean?

A. Well, I need to talk to the

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author on that as well. They were trying to categorize these as unique; and, frankly, they're not all unique, but most are unique. I think that's an area where we can go back and look, but the majority of these are unique to CLEC environment.

Q. Now, do you mean they don't occur in BellSouth retail orders?

A. The way they're trying to describe it here.

Q. Are BellSouth retail orders ever expedited?

A. Yes.

Q. That one wouldn't be unique?

A. No. The way they labeled it here, the author may have been trying to categorize that about -- there's something unique about that.

Q. Special pricing plans; does BellSouth have special pricing plans?

A. Yes, but this is trying to deal with a CLEC is taking over from a conversion standpoint. That has a special pricing plan. So that's unique from that standpoint. You have to deal it with: Are you going to

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assume that special pricing plan? Are you going to pay? There's things that have to be dealt with. That's what's unique about it.

Of course, it's difficult to get every little thing down here, when we're using our best effort to explain it without having a voluminous document.

Q. Are you familiar with the BellSouth's flow through matrix for OSS199? The first page is an E-mail. Do you see that?

A. Yes.

Q. Ms. Williamson is an AT&T employee?

A. That's correct.

Q. Look down on the original transmittal where it was sent to Ms. Williamson.

A. Starts with -- Original message from Beverly Shelton Williams.

Q. Who is she?

A. A member of the account team that serves AT&T.

Q. She was a BellSouth employee?

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A. Yes.

Q. So it appears from this e-mail that Beverly Shelton Williams forwarded a copy of the document to Jill Williamson, an AT&T employee; correct?

A. That's correct.

Q. Take a look at that document and tell me if you know what it is.

MR. EDENFIELD: Are you representing this is the document attached to the e-mail?

MS. RULE: Yes, I am.

THE WITNESS: I don't know who developed the document at BellSouth, but it's talking about the requisition type, and activations is the first page that defines the issue 9 version, part of OSS99, which refers to a release that was made in, actually, December or January past year time frame, final production in January. Has attached to it the combinations of the cables that you can use with flow through purposes as well as a series of pages that have comments.

Q. (By Ms. Rule) Would you please

12 (Pages 42 to 45)

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

PREFILED REBUTTAL TESTIMONY OF

GREGORY R. FOLLENSBEE

ON BEHALF OF

**AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
AND TCG MIDSOUTH, INC.**

DOCKET NO. 00-00079

JANUARY 8, 2001

1 **Q. PLEASE STATE YOUR NAME, ADDRESS AND EMPLOYMENT.**

2 A. My name is Gregory R. Follensbee. I am employed by AT&T Corp. ("AT&T")
3 as a Director in its Law & Government Affairs organization, providing support
4 for AT&T's regulatory and legislative advocacy in the nine states that make up
5 AT&T's Southern Region. My office is at 1200 Peachtree Street, Suite 8100,
6 Atlanta, Georgia 30309.

7
8 **Q. DID YOU PREFILE DIRECT TESTIMONY ON DECEMBER 20, 2000 IN**
9 **THIS PROCEEDING?**

10 A. Yes, I did.

11
12 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

13 A. I will be rebutting the testimony of Mr. Ruscilli for Issues 1, 2, 3, 4, 5, 7, 9, 10,
14 and 16.

15
16 ***ISSUE 1: SHOULD CALLS TO INTERNET SERVICE PROVIDERS BE***
17 ***TREATED AS LOCAL TRAFFIC FOR PURPOSES OF RECIPROCAL***
18 ***COMPENSATION?***

19
20 **Q. ON PAGE 3, BELL SOUTH ACKNOWLEDGES THAT THE TRA HAS**
21 **MADE A DECISION IN OTHER ARBITRATIONS SUPPORTING**
22 **AT&T'S POSITION THAT ISP-BOUND TRAFFIC BE TREATED AS**
23 **LOCAL FOR PURPOSES OF RECIPROCAL COMPENSATION, BUT**
24 **REQUESTS THAT FOR AT&T THIS RULING BE MADE INTERIM AND**
25 **SUBJECT TO TRUE-UP ON A RETROACTIVE BASIS WHEN THE FCC**
26 **ESTABLISHES ITS MECHANISM FOR COMPENSATION OF SUCH**
27 **TRAFFIC. DO YOU AGREE WITH THIS REQUEST?**

1 A. No. There is no reason to make this an interim solution, subject to true up on a
2 retroactive basis once the FCC renders a decision on how this traffic will be
3 treated. No such ruling was made in the NEXTLINK, Time Warner, or ITC
4 DeltaCom decisions, and there is no reason to make such a finding in this
5 proceeding. Calls made by either BellSouth or AT&T end users, that are ISP-
6 bound, should be treated as local, and reciprocal compensation should be paid for
7 such calls, until the TRA is pre-empted by the FCC from treating the calls in this
8 manner. No true-up or retroactive application of any FCC rule is appropriate or
9 warranted.

10
11 ***ISSUE 2: WHAT DOES "CURRENTLY COMBINES" MEAN AS THAT***
12 ***PHRASE IS USED IN 47 C.F.R § 51.315(B)?***
13

14 ***ISSUE 3: SHOULD BELL SOUTH BE PERMITTED TO CHARGE AT&T A***
15 ***"GLUE CHARGE" WHEN BELL SOUTH COMBINES NETWORK***
16 ***ELEMENTS?***
17

18 **Q. ON PAGES 4 AND 5, MR. RUSCILLI REFERENCES BOTH THE TRA'S**
19 **NEXTLINK DECISION AND ITS DECISION IN THE UNE COST CASE**
20 **(DOCKET NO. 97-01262). MR. RUSCILLI STATES THAT THE**
21 **NEXTLINK DECISION CARRIES MORE WEIGHT SINCE IT IS FINAL**
22 **AND THE UNE COST CASE DECISION IS BOTH INTERIM AND IN A**
23 **FOOTNOTE. DO YOU AGREE?**

24 A. No. First, the NEXTLINK order was issued more than a year and half ago, on
25 May 18, 1999. The more current decision of the TRA is its Second Interim Order
26 in the UNE cost case (Docket No 97-01262), which was issued November 22,
27 2000. In that decision, the Authority held:

1 BellSouth shall provide recurring and nonrecurring costs for UNE
2 combinations already combined in its network.¹⁷
3

4 ¹⁷ BellSouth must provide the combination throughout its network as long
5 as it provides this same combination to itself anywhere in its network.
6 (Order issued in Docket No. 97-10262, page 10)
7

8 The fact that this decision is in an “Interim Order” in no way diminishes its effect.

9 The Order fully reflects and incorporates the decisions reached by the TRA at its
10 April 25, 2000 Directors Conference. Moreover, the November 22, 2000, Order
11 is interim only in the sense that it is one of several orders issued in the
12 proceeding, all of which will culminate in a single final order. At page 5 of the
13 November 22, 2000, Order, the TRA clearly states that the November 22, 2000,
14 Order “shall be incorporated into the Final Order as if fully rewritten therein.”

15 The TRA is well aware that the issue of UNE combinations was a prominent
16 aspect of the UNE Cost case. There was a substantial amount of testimony on the
17 issue, it was thoroughly reviewed at the hearing, and it was fully briefed by the
18 parties. Indeed, AT&T would assert that this generic decision, which applies to
19 all CLECs purchasing combinations from BellSouth, is more dispositive than the
20 individual arbitration between BellSouth and NEXTLINK, especially since those
21 hearings were heard in August 1998, before the United States Supreme Court
22 overturned in part the decision of the United States Court of Appeals for the
23 Eighth Circuit, which had formed the basis for the TRA’s decision in the
24 NEXTLINK arbitration.

25
26 **Q. HAVE YOU REVIEWED BELL SOUTH’S TESTIMONY (RUSCILLI,**
27 **PAGES 4-12) ON THIS ISSUE?**

1 A. Yes. However, as it has on this issue for nearly 5 years now, BellSouth has
2 blurred and obscured this issue so much that it may not be obvious what its
3 position is, or, more precisely, what limitations it proposes on the use of
4 combinations so as to render them less useful to CLECs. BellSouth says it will
5 provide combinations to AT&T at cost-based prices “if the elements are, in fact,
6 combined, and providing service to a particular service to a particular customer at
7 a particular location.” What does this mean? In plain English, what I understand
8 this to mean is that BellSouth will not provide a particular combination for a
9 specific customer to AT&T (or any other CLEC) at UNE prices, unless the
10 discrete elements that comprise that combination for that customer are physically
11 combined at the time of purchase (whether or not those elements have ever been
12 combined anywhere in BellSouth’s network, including for that customer) and are
13 being used by BellSouth to provide service to the customer. In other words,
14 AT&T may only use combinations to provide the same service to the same
15 customers BellSouth is currently serving today, even though BellSouth routinely
16 uses those same combinations throughout its network to provide service to its own
17 customers in Tennessee. Specifically, for loops and switching, BellSouth readily
18 agrees that it routinely combines loops and switching throughout its network and
19 uses combinations of loops and switching to provide service to its own customers.
20 However, BellSouth will not sell AT&T a loop-switching combination (often
21 referred to as the UNE Platform or UNE-P) at UNE rates to serve a particular
22 customer, unless the loop to that customer’s premise is already connected to a
23 BellSouth switch *and* BellSouth is currently using that loop-switching

1 combination to provide the service to that customer that AT&T wants to provide.
2 BellSouth's plea that the TRA "find that BellSouth is not obligated to combine
3 UNEs that are not already physically combined," thus obscures the real goal of
4 BellSouth on this issue, which is to severely limit the use of UNE combinations
5 by CLECs in Tennessee and thus continue to make local entry more difficult for
6 CLECs.

7
8 **Q. HOW DOES BELL SOUTH JUSTIFY ITS POSITION ON THIS ISSUE?**

9 A. BellSouth's testimony is a blend of legal argument and economic rationalization.
10 The goal of its legal argument is to assert that the Authority has the legal authority
11 to make local entry even more difficult and expensive, while its remaining
12 testimony tries to justify why it makes sense to do so. In the rebuttal that follows,
13 I explain that even if BellSouth's legal reasoning were correct – an issue with
14 which I disagree, but that I fundamentally leave to the brief – there is no rational
15 justification for making local competition harder, and therefore more costly, than
16 it already is.

17 In support of its basic position that the Authority should make entry more difficult
18 by sanctioning BellSouth's refusal to offer any combination of network elements
19 that it currently combines for itself, BellSouth advances three basic theories:

- 20 • Forcing entrants to combine elements in inefficient ways will
21 somehow produce efficient results;
- 22 • Combining elements for entrants will discourage BellSouth from
23 introducing innovative new technologies; and

- Requiring BellSouth to combine elements is “...inconsistent with the Act’s basic purpose, which is to introduce competition into the local market.”

As I explain below, however, none of these “justifications” can be squared with basic policy goals. At issue here is a simple choice. Should BellSouth provision network element combinations in the most efficient manner (i.e., combining those elements for entrants that it routinely combines today), or should it be allowed to require additional and unnecessary work – for both itself and the entrant – to get to the same result? Economics always favors the “less is more” alternative, because costs and effort that are unnecessary ultimately result in higher prices and wasted resources. The same conclusion holds true here. There is one clearly favorable outcome – i.e., that elements be combined in the most efficient manner – that can be achieved only if the Authority rejects BellSouth’s proposal.

The core “combinations” issue before the Authority in this arbitration is simple, yet far-reaching. Mass-market competition depends upon *efficient* provisioning systems structured to minimize cost and accommodate volume. This same basic conclusion applies with equal force to *new* combinations as it does to *existing* arrangements. Consumers are unlikely to accept entrants that can serve an existing line, but cannot provision additional lines or serve the customer at a new location. Consumers will not benefit from policies that make local competition more complex, more cumbersome and more expensive. If the Authority wants competition for average consumers, then it must be committed to policies that make entry more simple and cost-effective.

1
2 **Q. DO YOU INTEND TO RESPOND TO BELL SOUTH'S LEGAL**
3 **ARGUMENT?**

4 A. No, not in any detail. Addressing the legal basis underlying BellSouth's position
5 is more appropriate to post-hearing briefs than testimony. Without attempting to
6 render a legal opinion, however, I do believe a number of points should be
7 considered.

8 First, there should be no doubt that BellSouth's position is directly contrary to the
9 decision of the TRA in its Second Interim Order in Docket No. 97-01262.
10 BellSouth can only succeed in its position on this issue if the TRA alters its
11 decision from that proceeding.

12 Second, it would seem that the central legal issue concerns the limits of the
13 Authority's discretion – that is, may the Authority evaluate BellSouth's obligation
14 on its merits, or must the Authority sanction BellSouth's proposal, without regard
15 for the consequences to Tennessee consumers. As I explained in my direct
16 testimony, I believe that the Authority has the authority to judge the issue on the
17 merits. Indeed, it already has.

18 For its part, BellSouth places great emphasis on a decision from the Eighth Circuit
19 (which the FCC and a number of other parties have requested the Supreme Court
20 review) that had the effect of leaving vacated an FCC rule that would have
21 removed any uncertainty that BellSouth was obligated to combine elements that it
22 routinely combined. The Eighth Circuit's decision, however, does not preclude
23 this Authority from deciding the issue on its merits. For instance, the United
24 States Courts of Appeals for the Fifth and Ninth Circuits have determined that it is

1 consistent with the Telecommunications Act of 1996 and the decision of the U.S.
2 Supreme Court for state commissions to require ILECs to combine network
3 elements. *US West Communications v. MFS Intelenet*, 193 F.3d 1112 (9th Cir.
4 1999); *Southwestern Bell Telephone Co. v. Waller Creek Communications, Inc.,*
5 *et. al.*, 221 F.3d 812 (5th Cir. 2000). These decisions have the practical effect that
6 the ILEC must provide combinations to CLECs where the ILEC ordinarily
7 combines such network elements to provide service.

8 Moreover, BellSouth never tries to reconcile its position with other FCC rules that
9 prohibit restricting network elements. For instance, FCC Rule 309(a) specifically
10 provides:

11 An incumbent LEC shall not impose limitations,
12 restrictions or requirements on requests for, or the use of
13 unbundled network elements that would impair the ability
14 of a requesting telecommunications carrier to offer a
15 telecommunications service in the manner the requesting
16 telecommunication carrier intends.

17
18 There is no apparent dispute that BellSouth cannot restrict the use of stand-alone
19 loops (or switching or transport) to serve only customers who currently receive
20 service from BellSouth. For instance, when an entrant orders a DS-1 loop to a
21 customer premise, there is no requirement that the customer already be served
22 over such a facility. BellSouth should not be allowed to restrict the use of
23 combinations of elements in such manner. A combination of elements is just that
24 – a combination of elements. There is no basis for BellSouth to impose
25 restrictions on the use of such elements merely because they are provisioned in
26 combined form.

1 **Q. WHAT POLICY RATIONALE DOES BELL SOUTH USE TO JUSTIFY**
2 **ITS REFUSAL TO COMBINE ELEMENTS FOR ENTRANTS THAT IT**
3 **CURRENTLY COMBINES FOR ITSELF (OR, IN THE ALTERNATIVE,**
4 **CHARGE A GLUE CHARGE)?**

5 A. BellSouth offers three “policy reasons” for its position. The first of these
6 justifications is that requiring BellSouth to combine elements would (Ruscilli,
7 page 8), according to BellSouth:

8 ... not benefit consumers as a general matter, and would
9 unnecessarily reduce the overall degree of competition in
10 the market.

11

12 **Q. DOES THIS CONCLUSION MAKE SENSE?**

13 A. No. The *reason* that entrants want BellSouth to combine elements is precisely
14 because that is the *most efficient* way to obtain ordinary combinations. BellSouth
15 routinely combines elements in the network today. It is reasonable to expect that
16 its central offices are designed so that facilities used for routine cross-connection
17 are easily (if not electronically) accessible, with procedures employed to avoid
18 unnecessary reconfiguration and investment.

19 Remarkably, rather than simply combining elements for entrants at those points in
20 the network (such as existing cross-connect frames) that BellSouth has established
21 for precisely this purpose, BellSouth is proposing to create new environments
22 where entrants would do the same work. Under BellSouth’s proposal, entrants
23 would combine elements in collocation space, or use assembly “rooms” or

1 “points” specially constructed for this purpose. These additional steps – creating
2 the assembly room/point, and then extending requested elements via new facilities
3 and additional cross-connections – does nothing but create increased cost and
4 points of potential failure. With respect to UNE-P, the absurdity of BellSouth’s
5 position is highlighted by its admission of its obligation to provide loops to
6 CLECs at UNE prices to serve customers to which no loops are currently
7 provisioned. BellSouth has admitted that for such customers in its serving area
8 (e.g., customers in new subdivisions), BellSouth would have to sell AT&T a loop
9 at UNE prices even though no such loop is in place today (and thus no Bellsouth
10 service). Yet, even though BellSouth would sell AT&T that loop at UNE prices,
11 BellSouth will not sell AT&T that very same loop connected to the BellSouth
12 switch as a loop-switching combination (UNE-P), because that combination of
13 loop and switch are not connected today and being used by BellSouth to provide
14 service to the customer.

15 The central criterion of “efficiency” is the elimination of unnecessary costs, yet in
16 the *name* of efficiency BellSouth proposes the opposite result. Importantly,
17 BellSouth’s proposal would result in *more* work and *increased* costs for both
18 itself and new entrants. Even BellSouth would do “more combining” by cross-
19 connecting the requested elements to the facilities necessary to extend the
20 elements to the CLEC, not to mention the cost -- in time, money and space – to
21 create the associated “assembly areas.” Expending resources for sole purpose of
22 achieving a less reliable and more costly environment is a wasteful exercise that
23 can find no support in economics, common sense or sound policy.

1
2 **Q. SHOULD THE AUTHORITY EXPECT *LESS* COMPETITION IF**
3 **BELLSOUTH IS REQUIRED TO COMBINE ELEMENTS IT**
4 **ROUTINELY COMBINES TODAY?**

5 A. No. Before addressing this point on the merits, however, consider the following
6 paradox: Would it really make sense for BellSouth – the incumbent monopolist –
7 to advocate positions that *increase* competition, while AT&T – the entrant –
8 promotes policies that would produce *less*? Of course not.

9 The more simple and cost effective it is to obtain network elements, the more
10 customers entrants can reasonably serve. This proposition cannot be denied.
11 BellSouth’s complaint is not that entrants won’t compete more extensively; its
12 real complaint is that BellSouth does not want to “share” its network with
13 competitors.

14
15 **Q. BELLSOUTH QUOTES SUPREME COURT JUSTICE BREYER’S**
16 **OBSERVATION THAT “...IS IN THE UNSHARED, NOT IN THE**
17 **SHARED, PORTIONS OF THE ENTERPRISE THAT MEANINGFUL**
18 **COMPETITION WOULD LIKELY EMERGE” (RUSCILLI, PAGE 8) TO**
19 **SUPPORT ITS POSITION. IS BELLSOUTH’S USE OF JUSTICE**
20 **BREYER’S OPINION HERE RELEVANT?**

21 A. No. Justice Breyer was addressing the threshold question as to *what* elements
22 should be made available, while the issue here concerns *how* they should be
23 offered. The FCC has already addressed the issue raised by Justice Breyer by

1 concluding that entrants would be impaired -- and that competition would
2 therefore be less -- without access to the network elements in question.

3 What BellSouth seeks here is to subvert the FCC's impairment decision by
4 imposing provisioning practices that would increase the entrants' cost to use the
5 network elements to which it is legally entitled. There is nothing in Justice
6 Breyer's analysis that offers support for the proposition that inefficient
7 provisioning systems will promote competition. If an entrant is impaired without
8 access to an element, then the law requires that it be available in a manner that is
9 nondiscriminatory.

10
11 **Q. BELLSOUTH ALSO CLAIMS THAT COMBINING ELEMENTS FOR**
12 **ENTRANTS WOULD DISCOURAGE FACILITIES-INVESTMENT BY**
13 **BELLSOUTH (RUSCILLI, PAGE 9). IS THIS VIEW REASONABLE?**

14 A. No. First, BellSouth's objection appears directed more at the TELRIC pricing
15 standard than the requirement to combine elements (Ruscilli, page 9):

16 ...requiring BellSouth to combine UNEs at cost-based
17 prices, particularly at Total Element Long Run Incremental
18 Cost (TELRIC)-based prices, reduces BellSouth's incentive
19 to invest in new capabilities. TELRIC-based prices do not
20 cover the actual cost of elements ...

21 As to the TELRIC pricing standard, BellSouth is simply wrong when it claims
22 that TELRIC rates do not cover actual cost. The TELRIC standard explicitly
23 requires that prices accurately reflect the *forward-looking* cost of network

1 elements for the precise reason that it is an element's forward-looking cost that
2 will guide investment decisions. Just as BellSouth's earlier argument was
3 structured to undermine the FCC's impairment analysis, BellSouth's testimony
4 here is nothing more than an attempt to negate the TELRIC pricing standard.
5 Moreover, BellSouth's again misapplies Justice Breyer's opinion for the
6 proposition that BellSouth would not:

7 ... undertake the investment necessary to produce complex
8 technological innovations knowing that any competitive
9 advantage deriving from those innovations will be
10 dissipated by the sharing requirement.

11 It is important to appreciate, however, that there is no "complex technological
12 innovation" at issue here. BellSouth is refusing to combine basic building blocks
13 – i.e., loops to ports, or digital facilities (with multiplexing) to standard interoffice
14 transport – that are generic, not proprietary. It is because these building blocks
15 are *routinely* combined that makes possible the efficiencies of the present system.
16 There is nothing unique about these standardized combinations that would give
17 rise to some "complex technological innovation." This is network engineering,
18 not improvisation.

19
20 **Q. FINALLY, BELL SOUTH ARGUES THAT REQUIRING IT TO COMBINE**
21 **NETWORK ELEMENTS IS INCONSISTENT WITH THE ACT'S BASIC**
22 **PURPOSE (RUSCILLI, PAGE 9). DO YOU AGREE?**

1 A. No, not at all. BellSouth's final objection is based on its view that the Act
2 is intended to "introduce competition" not "subsidize competitors"
3 (Ruscilli, pages 9 and 10). On this much, we agree. However, there is
4 nothing to suggest that requiring BellSouth to combine elements for rivals
5 that they routinely combine for themselves would result in less
6 competition or subsidized competitors.
7 Consider the practical reality here. A customer moves into a new home and
8 AT&T requests the combination (loop and port) needed to serve that customer.
9 Under the approach recommended by AT&T, BellSouth would be required to
10 combine these elements as they routinely do today. Once combined, even
11 BellSouth would agree that the combination would be available to other
12 competitors – including BellSouth – so that the customer could easily change
13 local carriers in the future. Simple system, low cost, greater competition.
14 In contrast, under BellSouth's proposal, these same elements (loop and port)
15 would be extended to a *different* location in the central office (such as AT&T's
16 collocation space or an "assembly room/point") where they would then be cross-
17 connected. The result: higher costs and additional points of failure. Moreover,
18 under BellSouth's approach, if the customer sought to change carriers, then the
19 entire exercise of manually reconfiguring the requested combination to a different
20 "assembly frame" would need to be repeated – at least until the customer moved
21 to BellSouth.

1 **Q. SHOULD BELLSOUTH BE PERMITTED TO IMPOSE A “GLUE**
2 **CHARGE”?**

3 A. No. Even BellSouth acknowledges that the term “glue charge” is synonymous
4 with “market rate”(Ruscilli, page 11). Of course, if a functioning “market”
5 existed, there would be no need for UNEs. The requested facilities are deemed to
6 be “unbundled network elements” precisely because entrants would be impaired –
7 and, therefore, competition would be harmed – if they were not available at cost-
8 based rates.

9 Furthermore, the entrant is already compensating BellSouth for the elements it
10 purchases – BellSouth’s “glue charge” is no different than a demand for above-
11 cost rates. Glue charges must ultimately be recovered in the prices charged to
12 end-users. BellSouth’s proposal is nothing more than a request to inflate its
13 rivals’ *costs* so that it may inflate its rivals’ *prices*, thereby assuring that its own
14 monopoly prices are protected from competition. The Authority should reject its
15 proposal.

16
17 **Q. WHAT IS AT&T ASKING THE AUTHORITY TO DO?**

18 A. AT&T asks that the Authority affirm its decision in Docket No. 97-01262, that
19 BellSouth must provide a combination throughout its network as long as it
20 provides the same combination to itself anywhere in its network and that only the
21 approved UNE rates will be applied to such combinations, with no “glue charge”
22 added on.

23

1 **ISSUE 4: UNDER WHAT RATES, TERMS, AND CONDITIONS MAY AT&T**
2 **PURCHASE NETWORK ELEMENTS OR COMBINATIONS TO REPLACE**
3 **SERVICES CURRENTLY PURCHASED FROM BELL SOUTH TARIFFS?**
4

5 **Q. ON PAGE 14 OF HIS DIRECT TESTIMONY, MR. RUSCILLI STATES**
6 **THAT IF THE END USER IS CURRENTLY UNDER A CONTRACTUAL**
7 **AGREEMENT WITH BELL SOUTH, THEN THE TERMS OF THE**
8 **RETAIL AGREEMENT OR CONTRACT THAT ARE APPLICABLE TO**
9 **EARLY TERMINATION, INCLUDING PAYMENT OF EARLY**
10 **TERMINATION LIABILITIES, MUST BE SATISFIED. HE FURTHER**
11 **STATES THAT IF A CONTRACT IS TERMINATED EARLY, IT IS**
12 **APPROPRIATE FOR BELL SOUTH TO IMPOSE A CHARGE FOR**
13 **EARLY TERMINATION. DO YOU AGREE?**

14 **A. No. Mr. Ruscilli's testimony addresses both retail end users and wholesale**
15 **purchasers. The issue upon which AT&T and BellSouth disagree pertains only to**
16 **AT&T as the wholesale purchaser of special access from BellSouth. In cases**
17 **where AT&T is the wholesale purchaser of special access, it is not appropriate for**
18 **BellSouth to apply early termination charges to AT&T. AT&T is not asking this**
19 **Authority to determine if early termination penalties should apply when an end**
20 **user who has purchased services directly from BellSouth wants to switch their**
21 **local service to AT&T.**

22
23 **Q. WHY IS IT INAPPROPRIATE FOR BELL SOUTH TO APPLY EARLY**
24 **TERMINATION CHARGES WHEN AT&T SEEKS TO CONVERT A**
25 **PURCHASE OF TARIFFED SERVICES TO A PURCHASE OF**

1 **NETWORK ELEMENTS (OR COMBINATIONS OF NETWORK**
2 **ELEMENTS)?**

3 A. First, AT&T is not a “retail user” of the tariffed services, as Mr. Ruscilli uses the
4 term. AT&T purchases wholesale services from BellSouth. In these
5 circumstances there should be no termination liability assessed when AT&T seeks
6 to convert, not terminate, such tariffed services to unbundled network elements.

7 The main reason termination liability charges should not apply is because
8 BellSouth has not established that the termination charges are anything other than
9 a huge penalty and an unjustified windfall. The penalty is not tied to any costs
10 BellSouth incurs in processing the conversion. In fact, unlike when a retail end
11 user changes providers from BellSouth to a CLEC, BellSouth is not losing AT&T
12 as a customer. Rather, AT&T is merely seeking to change how the UNE
13 combinations are billed.

14 It must be noted that AT&T was forced to purchase these tariffed services
15 because BellSouth was unwilling to provide combinations of network elements in
16 lieu of special access as required by FCC rules. Rather than wait for the dust to
17 settle on this issue, AT&T utilized the only option it had available. Furthermore,
18 the FCC did not state or even imply that ILECs were free to impose a penalty
19 upon CLECs for such conversions. What BellSouth seeks to do contravenes the
20 clear intent of the FCC’s Supplemental Order Clarification (Order No. FCC 00-
21 183 released June 2, 2000 in Docket No. 96-98). If this Authority approves
22 BellSouth’s proposal, then BellSouth ultimately ends up with what it wanted all
23 along –CLECs would not be able to use Enhanced Extended Loops (EELs) or

1 other combinations to serve customers who are currently served through special
2 access service. Additionally, if CLECs are required to pay termination charges,
3 then it will have a chilling effect on competition. CLECs will not be able to pass
4 on these additional and unwarranted costs to their customers.

5
6 **Q. DID AT&T HAVE OTHER OPTIONS OTHER THAN PURCHASING**
7 **SPECIAL ACCESS OUT OF BELL SOUTH'S TARIFFS?**

8 A. No. Mr. Ruscilli has stated in other arbitrations that AT&T could have combined
9 the UNEs itself to provide service to its local customers or could have purchased
10 tariffed services under a month-to-month basis. Neither of these solutions is a
11 viable solution. As to combining UNEs, the FCC and many state commissions
12 have found that it is the responsibility of the ILEC to combine UNEs. What
13 BellSouth is saying is that absent AT&T performing the combining, there is no
14 way BellSouth would allow AT&T to use combinations of network elements to
15 serve a customer. As the FCC and many state commissions have found, such a
16 requirement is anti-competitive and cost prohibitive. It is and was not a viable
17 solution.

18 The same rationale applies to purchasing tariffed services on a month-to-month
19 basis. AT&T cannot compete against BellSouth by paying a higher price for what
20 BellSouth can provide to retail customers at lower costs. Under BellSouth's view
21 of "competition", it is cost prohibitive for a CLEC to attempt to enter the local
22 market. Thus, BellSouth is allowed to retain its stranglehold on the local market.
23 Clearly, this was not the intent of the 1996 Telecommunications Act.

1
2 **Q. WHAT DOES AT&T REQUEST REGARDING THIS ISSUE?**

3 A. AT&T asks that the Authority prohibit BellSouth from applying termination
4 charges when AT&T converts a purchase of tariffed services to a purchase of
5 network elements (or combinations of network elements), such as converting the
6 purchase of special access services to EELs.

7

8 ***ISSUE 5: HOW SHOULD AT&T AND BELL SOUTH INTERCONNECT***
9 ***THEIR NETWORKS IN ORDER TO ORIGINATE AND COMPLETE CALLS***
10 ***TO END-USERS?***
11

12 **Q. MR. RUSCILLI USES THE TERMS POINT OF INTERCONNECTION**
13 **(“POI”) AND INTERCONNECTION POINT (“IP”) IN HIS DIRECT**
14 **TESTIMONY. DO BELL SOUTH AND AT&T AGREE ON THE**
15 **MEANING OF THESE TWO TERMS?**

16 A. AT&T and BellSouth agree on the meaning of the terms, but AT&T cannot agree
17 with Mr. Ruscilli’s incorrect usage of them. Mr. Ruscilli is quite clear in his
18 explanation of the terms Point of Interconnection (“POI”) and Interconnection
19 Point (“IP”), but he is not entirely consistent in his application of these terms.
20 Indeed, as I will describe later in this testimony, Mr. Ruscilli misapplies certain
21 FCC rules addressing physical network interconnection as if these rules apply to
22 the establishment of IPs (strictly a financial matter)¹. This Authority must be

¹ When I refer to ‘POI’ I am referring to the point where AT&T and BellSouth’s networks physically interconnect. When I refer to ‘IP’ I mean the point on the terminating party’s network to which the originating party is obligated (*i.e.*, has financial responsibility) to provide network interconnection facilities for the delivery of its originating traffic.

1 careful to understand the basis and usage of these two terms throughout this
2 proceeding.

3
4 **Q. DOES MR. RUSCILLI ACCURATELY DESCRIBE THE DISPUTE**
5 **BETWEEN THE PARTIES ON THIS ISSUE?**

6 A. No. Mr. Ruscilli misstates AT&T's proposal in a number of respects.

7 First, AT&T has stated that it will establish two IPs in each LATA, unless there is
8 a *de minimus* volume of traffic that only justifies one IP. AT&T also agrees to
9 establish an IP for each AT&T switching center in the LATA. Accordingly, if
10 AT&T is successful in the Tennessee marketplace, AT&T will add switching
11 centers and will establish an additional IP for each switch it adds in a LATA.

12 Second, BellSouth fails to point out that AT&T proposes that the parties first
13 attempt to come to mutual agreement as to the location of each party's IP in each
14 LATA and that the IP be based on the terminating NPA-NXX. This is a far cry
15 from the unilateral designation that Mr. Ruscilli asserts is required under AT&T's
16 proposal.

17
18 **Q. WHAT DO YOU UNDERSTAND BELL SOUTH'S PROPOSAL TO BE?**

19 A. First, that AT&T should be financially responsible for transporting its originating
20 traffic all the way to each BellSouth end office in each BellSouth basic local
21 calling area. Second, that AT&T should be financially responsible for
22 transporting BellSouth's own originating traffic from some point in a BellSouth
23 basic local calling area to AT&T's switch.

1 **Q. HOW DOES AT&T'S PROPOSAL DIFFER FROM BELL SOUTH'S**
2 **PROPOSAL?**

3 A. AT&T agrees that AT&T should be financially responsible for transporting
4 AT&T's originating traffic to each BellSouth end office. This is consistent with
5 applicable law and regulations. AT&T would provide the transport facilities
6 between its switches and the BellSouth IP and AT&T would pay BellSouth a
7 fixed, per-minute reciprocal compensation rate for the transport between the
8 BellSouth IP and the BellSouth end office. This does not appear to be
9 objectionable to BellSouth.

10 However, contrary to BellSouth's proposal, AT&T asks that BellSouth bear a
11 reciprocal financial obligation for the transport of BellSouth's originating traffic
12 and not arbitrarily shift the cost for such transport to AT&T. Thus, under
13 AT&T's proposal, for BellSouth's originating traffic, BellSouth would provide
14 the transport facilities between its switches and AT&T's IP, and BellSouth would
15 pay AT&T a fixed, per-minute reciprocal compensation rate for the transport
16 between the AT&T IP and the AT&T end office.

17 With respect to the method that will be used to establish the IP locations in each
18 LATA, AT&T proposes that the parties first attempt to come to mutual agreement
19 as to the location of each party's IP in each LATA and that the IP be based on the
20 terminating NPA-NXX. BellSouth, in contrast, proposes that the originating
21 party have a unilateral right to designate where its traffic must be "picked up",
22 meaning the IP would be based on the originating NPA-NXX. BellSouth's
23 position is wrong, as I explain later, in that it forces AT&T to establish numerous

1 IPs throughout the state and become responsible for BellSouth's originating costs,
2 in direct conflict with existing law and FCC rules.

3
4 **Q. UNDER AT&T'S PROPOSAL WHAT WOULD BELL SOUTH HAVE TO**
5 **DO?**

6 A. First, BellSouth would provide the transport facilities from the BellSouth switch
7 from which the call originates to the same relative point on AT&T's network to
8 which AT&T delivers its originating traffic on the BellSouth network. I use the
9 term "top of the network" to identify that comparable point on each party's
10 network. Each party's IP should be established at the top of its network.

11 Second, BellSouth would pay AT&T the identical fixed, per-minute reciprocal
12 compensation rate for the transport that AT&T provides for the termination of
13 BellSouth traffic from AT&T's IP across AT&T's network.

14
15 **Q. WHY DOES AT&T BELIEVE THIS IS FAIR?**

16 A. As I stated in my direct testimony, AT&T's network covers a geographic area
17 comparable to that covered by BellSouth's network. Given this geographic
18 comparability, it is only fair that each party have comparable and equivalent
19 interconnection. The Authority should not give BellSouth's network preferential
20 treatment simply because it pre-existed local telephone competition or is based on
21 a traditional hierarchical network architecture. Conversely, the Authority should
22 not penalize AT&T because it has chosen a different network design than that
23 used by BellSouth. The real test for equivalency should be geographic

1 comparability that provides the two parties the means to effectively compete.
2 AT&T's network meets this test.

3
4 **Q. DO YOU AGREE WITH MR. RUSCILLI'S ASSERTION THAT**
5 **BELLSOUTH DOES NOT HAVE A NETWORK, BUT "A HOST OF**
6 **NETWORKS THAT ARE GENERALLY INTERCONNECTED"?**

7 A. No. Mr. Ruscilli made numerous claims throughout his testimony that BellSouth
8 has a "separate" network in each BellSouth basic local calling area.² Under
9 scrutiny, such "Balkanization" of BellSouth's network is nothing more than a
10 semantic effort by BellSouth to buttress its theory as to why AT&T should
11 interconnect wherever BellSouth determines.

12
13 **Q. PLEASE EXPLAIN.**

14 A. There is no such thing as a "BellSouth local network" that can be physically
15 separated and identified. BellSouth has not labeled each piece of switching or
16 transmission equipment as "local-only", "toll-only" or "access-only." There is
17 simply no business reason to do so. The assertion that a local-only network exists
18 is contrary to the way that equipment and facilities are assigned to provide new
19 services. BellSouth has designed a highly integrated network to provide
20 BellSouth the flexibility to adjust to changes in traffic volumes of the various
21 services it offers according to market conditions. In other words, a certain piece
22 of equipment in the BellSouth network used today to provide local service may
23 become spare and used tomorrow to provide a toll service. To do otherwise,

² For example, on page 24 Mr. Ruscilli states that "With regard to 'local networks,' BellSouth, in any given LATA, has several such local networks, interconnected by BellSouth's long distance network. Again, on page 33 Mr. Ruscilli asserts that "BellSouth may have fifteen or twenty calling areas in the LATA."

1 would create a risk of stranding plant for some services and exhausting plant for
2 other services.

3
4 **Q. HOW DOES THIS APPLY TO LOCAL SWITCHING?**

5 A. The typical end office switch is used to originate and terminate local traffic,
6 intraLATA toll traffic, and inter-exchange traffic from and to inter-exchange
7 carriers. If BellSouth's claim that it has deployed a "distinct" local network were
8 true, then BellSouth would have deployed three separate local switches, one for
9 each type of traffic in each local calling area. BellSouth has not done so. That
10 would be an inefficient design.

11 Another example of BellSouth network integration can be found in the manner in
12 which BellSouth combines local, toll and access traffic on common trunks
13 between its tandem switches and end office switches. BellSouth does not create
14 separate trunk groups for each class of services. To do so would require that
15 BellSouth install many additional trunks, since the period of peak traffic load
16 often varies by the type of traffic. Accordingly, the call carrying capacity of a
17 trunk group having a mix of traffic is greater than a single-use trunk group.

18 However, the most probative evidence that BellSouth's assertion about a basic
19 local network in each BellSouth basic local calling area is inaccurate is
20 BellSouth's use of local tandem switches. In Tennessee, BellSouth has more
21 local calling areas than it has local tandems. The fact that BellSouth has fewer
22 tandems than local calling areas means that, contrary to Mr. Ruscilli's assertions,
23 BellSouth is routing some of its local traffic beyond the boundaries of its local

1 calling areas for its own reasons. In fact, it would be very surprising to find that
2 BellSouth did not subscribe to this common engineering practice. Every large
3 local telephone company uses local tandem switches because it is the least costly
4 method of interconnecting many end offices until certain traffic thresholds are
5 reached, and this method provides alternative routing during peak traffic periods.
6 For instance, in the Tennessee LATA, BellSouth has established thirty-three basic
7 local calling areas, collectively served by a single local tandem. Using the
8 implausible standard suggested by BellSouth, the Authority would conclude that
9 BellSouth has thirty-three "local networks", each serving a basic local calling
10 area. In this specific case, as well as numerous other areas across the state,
11 BellSouth carries its local traffic beyond the basic local calling area, because that
12 is the least costly and most efficient way to provide telephony service.
13 BellSouth's primary objection to AT&T's proposal is its claim that it has one
14 network per basic local calling area, rather than one integrated network, and thus
15 a CLEC must provide physical interconnection at every one of these "basic local
16 networks." However, BellSouth asks this Authority to reject AT&T's proposal on
17 an incorrect premise. BellSouth's network should not be viewed as an integration
18 of individual networks, but rather the integrated network that it is.
19 Moreover, Mr. Ruscilli's claim of separate and distinct networks that require
20 multiple connections to each one is contradicted by his company's own press
21 statements. In one press release, BellSouth states:

22 BellSouth's e-Platform provides unique "bunker-
23 like" security and reliability against potential
24 natural and man-made disasters because BellSouth
25 utilizes "battle-tested," existing facilities that have

1 weathered hurricanes like Hugo, Andrew, and
2 Floyd. BellSouth is also building upon some three
3 million miles of fiber optic cable, 1,650 central
4 offices, 50 BellSouth Managed Facilities, 15,000
5 Sonet rings and over 500 fast-packet switches with
6 its e-Platform initiative.³
7

8 In another press release, BellSouth touts itself as an “integrated communications
9 services company” that provides customers with “integrated voice, data, video,
10 and data services to meet their communications needs.”⁴ BellSouth cannot have it
11 both ways. It cannot claim Balkanized specialized networks for competitors
12 while touting integrated networks for its end user customers.

13
14 **Q. SHOULD THE BELL SOUTH BASIC LOCAL CALLING AREAS BE THE**
15 **BASIS OF NETWORK INTERCONNECTION?**

16 A. No. BellSouth repeatedly asserts that AT&T should be required to pay for
17 transport of BellSouth’s own local calls beyond the BellSouth basic local calling
18 areas. Contrary to these assertions, basic local calling areas should not form the
19 basis of network interconnection. First, basic local calling areas may be subject to
20 substantial changes as BellSouth and CLECs seek competitive advantages to their
21 respective local service offerings. A case in point is BellSouth’s Area Plus calling
22 plan, which allows its customers to make local calls throughout a LATA on a flat-
23 rate basis. Second, to be fair, interconnection should not be done solely on the
24 basis of BellSouth’s existing basic local calling areas. Basic local calling areas
25 bear no relationship to the geographic scope or capability of telecommunications
26 equipment, such as switches. To base interconnection on BellSouth’s basic local

³ BellSouth Launches ‘E-Platform’ for Business; New E-Biz Centers to Unleash Power of Extensive, fiber-based Network, BellSouth News Release (Sept. 26, 2000).

⁴ BellSouth Third Quarter EPS Increases 10%, BellSouth New Release (Oct. 19, 2000).

1 calling areas would completely disregard the legitimacy of a CLEC's local calling
2 area, would discourage CLECs from expanding local calling areas for the benefit
3 of customers and competition, and certainly would not be reciprocal or fair.
4 Third, using BellSouth's basic local calling areas as the basis of network
5 interconnection substantially compromises the network efficiencies of the
6 alternative network architectures deployed by AT&T and other CLECs in
7 Tennessee, forcing each CLEC into a BellSouth-look-a-like interconnection
8 arrangement. Lastly, AT&T and BellSouth have agreed that most of the traffic
9 within each LATA will be classified as local for purposes of compensating each
10 other for completing the other party's calls. Thus, the local calling area for
11 purposes of reciprocal compensation is now LATA wide.

12
13 **Q. MR. RUSCILLI'S TESTIMONY PROVIDES SEVERAL EXAMPLES OF**
14 **HYPOTHETICAL CALLS BETWEEN BELL SOUTH AND AT&T**
15 **CUSTOMERS IN THE NASHVILLE LATA. HAS BELL SOUTH**
16 **ACCURATELY REPRESENTED AT&T'S PROPOSAL IN THESE**
17 **EXAMPLES?**

18 A. No. BellSouth's hypothetical examples are inaccurate in a number of respects.
19 First, as I have previously stated, AT&T agrees that the parties should establish at
20 least two IPs in each LATA in which AT&T offers local exchange service, unless
21 there is a *de minimus* volume of traffic. For instance, this means that under
22 AT&T's proposal, in the Nashville LATA, AT&T and BellSouth would each
23 have an IP in two locations. Second, BellSouth fails to provide examples of calls

1 originating on AT&T's network and terminating on BellSouth's network. Such
2 examples show the inequitable nature of BellSouth's proposal.

3
4 **Q. WOULD YOU PLEASE PROVIDE ACCURATE EXAMPLES OF**
5 **HYPOTHETICAL CALLS BETWEEN BELL SOUTH AND AT&T UNDER**
6 **EACH PARTY'S PROPOSAL?**

7 A. Yes. First, assume that AT&T's has designated an IP in Nashville and an IP in
8 Cumberland City.

9 1. An AT&T customer in Cumberland City calls a BellSouth customer in
10 Cumberland City.

11 Under AT&T's proposal, AT&T would be financially responsible for
12 providing the transport between its switching center (regardless of how
13 distant) and the BellSouth IP in Nashville. In addition, AT&T would pay
14 reciprocal compensation for the transport between the BellSouth IP in
15 Nashville and the BellSouth end office in Cumberland City. AT&T may
16 choose to avoid tandem switching and common transport reciprocal
17 compensation payments by purchasing dedicated transport from the
18 BellSouth IP in Nashville to the BellSouth end office in Cumberland City.

19 Under BellSouth's proposal, AT&T would be financially responsible for
20 providing the transport between its switching center and the BellSouth end
21 office where the call is to be terminated. AT&T may elect to route the
22 traffic on dedicated transport or on common transport.

23 Although these proposals differ somewhat, there is little financial
24 difference to the parties.

- 1 2. A BellSouth customer in Cumberland City calls an AT&T customer in
2 Cumberland City.

3 Under AT&T's proposal, BellSouth would be financially responsible for
4 providing the transport between its Cumberland City end office and the
5 AT&T IP in Cumberland City. In addition, BellSouth would pay
6 reciprocal compensation to AT&T for the use of AT&T's network to
7 complete the BellSouth originated call.

8 Under BellSouth's proposal, BellSouth would only be financially
9 responsible for providing the transport between its Cumberland City end
10 office and IP located within the Cumberland City local calling area, that
11 BellSouth designates, at its own discretion. AT&T would be financially
12 responsible for providing the remaining transport for BellSouth's own
13 originated calls between the BellSouth-designated IP and the AT&T
14 switching center. BellSouth does not pay AT&T a transport component or
15 tandem switching component as a part of reciprocal compensation, only
16 local switching.

17 The biggest difference between these proposals is that under BellSouth's
18 proposal, AT&T must provide the transport from the BellSouth-designated
19 IP across its network (from the Cumberland City IP to the AT&T switch)
20 without any compensation for such costs from BellSouth.

- 1 3. An AT&T customer in Cumberland City calls a BellSouth customer in
2 Nashville.

3 Under AT&T's proposal, AT&T would be financially responsible for
4 providing the transport between its switching center and the BellSouth IP
5 in Jacksonville. In addition, AT&T would pay reciprocal compensation
6 for the transport between the BellSouth IP in Nashville and the BellSouth
7 end office. AT&T may choose to avoid tandem switching and common
8 transport reciprocal compensation payments by purchasing dedicated
9 transport from the BellSouth IP in Nashville to the BellSouth end office.

10 Under BellSouth's proposal, AT&T would be financially responsible for
11 providing the transport between its switching center and the BellSouth
12 Nashville end office where the call is to be terminated. AT&T may elect
13 to route the traffic on dedicated transport or on common transport.
14 Although these proposals differ somewhat, there is little financial
15 difference to the parties.

- 16 4. A BellSouth customer in Cumberland City calls an AT&T customer in
17 Nashville.

18 Under AT&T's proposal, BellSouth would be financially responsible for
19 providing the transport between its Cumberland City end office and the
20 AT&T IP in Nashville. In addition, BellSouth would pay reciprocal
21 compensation to AT&T for the use of AT&T's network to complete the
22 BellSouth originated call.

1 Under BellSouth's proposal, BellSouth would be financially responsible
2 for providing the transport only between its Cumberland City end office
3 and an IP located within the Cumberland City local calling area, that
4 BellSouth designates, at its own discretion. AT&T would be financially
5 responsible for providing the remaining transport between the BellSouth-
6 designated Cumberland City IP and the AT&T switching center in
7 Nashville. BellSouth does not pay AT&T a transport or tandem switching
8 component as a part of reciprocal compensation, only local switching.

9 The biggest difference between these proposals is that under BellSouth's
10 proposal, AT&T must provide the transport from the BellSouth-designated
11 Cumberland City IP across the LATA to AT&T's network without any
12 compensation for such costs from BellSouth.

13
14 **Q. WOULD YOU SUMMARIZE THE AREAS OF AGREEMENT AND**
15 **DISAGREEMENT?**

16 A. AT&T has agreed that for its originating traffic it will be financially responsible
17 for all the transport required to carry its traffic across the LATA to the BellSouth
18 end office. BellSouth has not objected to this in Mr. Ruscilli's testimony. AT&T
19 also has agreed to establish at least two IPs in each LATA in which AT&T
20 provides local exchange services, unless the volume is too small to justify two
21 IPs. BellSouth omitted to mention this point in Mr. Ruscilli's testimony, but
22 seeing as that resolves many of BellSouth's concerns about transporting its traffic
23 outside its basic local calling area, BellSouth may find this also acceptable.

1 Given these areas of agreement, the area of disagreement relates to BellSouth's
2 originating traffic that terminates to an AT&T customer within the LATA.

3
4 **Q. HOW DO YOU RESPOND TO BELLSOUTH'S ASSERTION THAT,**
5 **"AT&T'S THEORY WOULD MEAN THAT AT&T COULD HAVE A**
6 **PHYSICAL POINT OF INTERCONNECTION WITH BELLSOUTH'S**
7 **'NETWORK' IN KNOXVILLE, AND BELLSOUTH WOULD BE**
8 **REQUIRED TO HAUL LOCAL CALLS ORIGINATING IN**
9 **CUMBERLAND CITY AND DESTINED TO TERMINATE IN**
10 **CUMBERLAND CITY ALL THE WAY TO KNOXVILLE, AT NO COST**
11 **TO AT&T."**

12 A. This is simply wrong. First, there are LATA restrictions and the FCC rules and
13 orders adopting those rules were established knowing there are LATA restrictions
14 still in place. If LATA restrictions are removed in the future, I have no doubt that
15 the FCC would readdress its orders and rules to revise them to comport with the
16 lifting of the LATA restrictions. Second, as I have stated previously, AT&T has
17 agreed to establish at least two IPs in each LATA in which AT&T offers service,
18 unless there is a *de minimus* volume of traffic. In any event, AT&T will have at
19 least one IP in each LATA and BellSouth's assertion that it would be responsible
20 for hauling local calls in one LATA into another LATA for completion has no
21 basis in fact.

1 **Q. HOW DO YOU RESPOND TO MR. RUSCILLI'S CLAIM THAT UNDER**
2 **FCC RULES AT&T IS OBLIGATED TO PAY THE COSTS OF**
3 **INTERCONNECTION?**

4 A. Mr. Ruscilli's reliance on paragraphs 199 and 209 of the FCC's First Order and
5 Report is misplaced. Under FCC rules, the ILEC may recover its costs to
6 terminate the CLEC's originating traffic, and the CLEC may recover its costs to
7 terminate the ILEC's originating traffic. Under FCC rules, the CLEC's
8 terminating costs are presumed to be the same as the ILECs. The CLEC,
9 however, may make a showing to the state commission that its actual costs may
10 be higher, and the state commission may adopt those rates for the CLEC. *See* 47
11 C.F.R. § 51.711. The FCC never contemplated that one party or the other is to be
12 less than fully compensated for its costs to terminate the originating party's
13 traffic. Moreover, the FCC rule also makes clear that "one LEC may not assess
14 charges on any other telecommunications carrier for local telecommunications
15 traffic that originates on that LEC's network."⁵ As I stated in my direct
16 testimony, this is exactly what BellSouth is proposing.

17 In its role as originating carrier, AT&T agrees to fully compensate BellSouth for
18 transport that it provides to AT&T to complete AT&T's traffic, but does not
19 propose to have BellSouth financially responsible for any of the cost that AT&T
20 incurs to bring AT&T originated traffic to BellSouth's network for completion by
21 BellSouth. BellSouth should be required to do the same.

⁵ 47 CFR §51.703(b).

1 **Q. HAS THE FCC DISCUSSED THE CONCEPT OF EQUIVALENT POINTS**
2 **OF INTERCONNECTION?**

3 A. Yes, as outlined in my direct testimony, in its order on SBC's 271 application for
4 Texas, the FCC made clear its view that under the Telecommunication Act,
5 CLECs have the legal right to designate the most efficient point at which to
6 exchange traffic. As the FCC explained, "New entrants may select the most
7 efficient points at which to exchange traffic with incumbent LECs, thereby
8 lowering the competing carriers' cost of, among other things, transport and
9 termination."⁶

10 The FCC has also articulated its view in other litigation. For example, in *In re*
11 *TSR Wireless, LLC, et. al., v. U.S. West*⁷ decision, the FCC reiterated its position
12 that ILECs may not impose upon other telecommunications carriers charges for
13 the facilities used to deliver LEC originated traffic.

14

15 **Q. WHAT HAVE OTHER STATE COMMISSIONS HELD REGARDING**
16 **AT&T'S PROPOSAL?**

17 A. Other state Commissions specifically have rejected the argument BellSouth
18 proffers here that CLECs should be required to pay the costs to receive traffic
19 within each local calling area established by the ILEC. For example, the Kansas
20 Commission found that TCG should be permitted to establish an interconnection

⁶ Memorandum Report and Order, Application of SBC Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance, Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region InterLATA Services in Texas, CC Docket No. 00-65, ¶ 78 (June 30, 2000).

⁷ File Nos. E-98-13, et. al., FCC 00-194 (June 21, 2000) (Appeal filed *sub nom*, *Qwest Corp. v. FCC*, Docket No. 00-1376 (D.C. Cir. Aug. 17, 2000).

1 point at SWBT's local and access tandems while SWBT should establish its
2 interconnection point at TCG's switch.⁸ Similarly, The California Commission
3 found that AT&T was not required to interconnect at each Pacific Bell end office
4 and set default points of interconnection at AT&T's switch and Pacific Bell's
5 tandem switch.⁹ Likewise, the Texas Public Utilities Commission specifically
6 rejected SWBT's argument that AT&T must interconnect in each local calling
7 area.¹⁰ According to the Texas decision, "The FCC has clearly stated that the
8 CLEC is the one that determines at which points on the ILEC's network it wants
9 to interconnect, unless the ILEC demonstrates that the CLEC's proposal is
10 technically infeasible."¹¹ Arbitrators in Michigan, Indiana, and Wisconsin also
11 have held that each party is financially responsible for delivering its originating
12 interconnection traffic to the terminating party's interconnection point.¹²

⁸ Arbitrator's Order No. 5: Decision, *In the Matter of the Petition of TCG Kansas City, Inc. for Compulsory Arbitration of Unresolved Issues with Southwestern Bell Telephone Company Pursuant to Section 252 of the Telecommunications Act of 1996*, pp. 4, 10 (Aug. 7, 2000). The Kansas Corporation Commission affirmed the arbitrator's decision on this issue on September 8, 2000, making a clarification as to the cost to be imposed to convert trunks. See Order Addressing and Affirming Arbitrator's Decision at 9.

⁹ Opinion, *Application of AT&T Communications of California, Inc. (U 5002 C), et al., for Arbitration of an Interconnection Agreement with Pacific Bell Telephone Company Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Dkt. No. 00-01-022, p. 13 (CA PUC Aug. 3, 2000).

¹⁰ Revised Arbitration Award, *Petition of Southwestern Bell Telephone Company for Arbitration with AT&T Communications of Texas, L.P., TCG Dallas and Teleport Communications, Inc. Pursuant to Section 251(B)(1) of the Federal Communications Act of 1996*, Docket No. 22315. (Texas PUC Sept. 27, 2000.)

¹¹ *Id.* at 9.

¹² See Arbitration Award, *Petition for Arbitration to Establish an Interconnection Agreement Between two AT&T subsidiaries, AT&T Communications of Wisconsin, Inc. and TCG Milwaukee and Wisconsin Bell, Inc. (d/b/a Ameritech Wisconsin)*, O5-MA-120 (Oct. 12, 2000); Decision of Arbitration Panel, *AT&T Communication's of Michigan Inc., and TCG Detroit's Petition for Arbitration*, Case No. U-12465 (Oct. 18, 2000) (The Michigan Public Service Commission affirmed this portion of the Arbitration Panel's Decision by Order dated November 20, 2000); Order, *AT&T Communications of Indiana TCG Indianapolis, Petition for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Cause No. 40571-INT-03 (Nov. 20, 2000). The Oklahoma Corporation Commission, as part of its 271 deliberations, originally held that SWBT should allow CLECs to interconnect at a single technically feasible point to meet CLEC needs. However, the Commission modified its decision on this issue. See Order No. 445340, Order Nunc Pro Tunc Regarding Order No. 445180, Corporation Commission of Oklahoma, Cause No. PUD 970000560 (Oct. 4, 2000).

1

2 **Q. DOES BELLSOUTH'S PROPOSAL TO AGGREGATE ITS**
3 **ORIGINATING TRAFFIC TO A SINGLE POINT OF ITS CHOOSING**
4 **WITHIN THE BELLSOUTH LOCAL CALLING AREA NULLIFY**
5 **AT&T'S CONCERNS ABOUT COLLOCATION SPACE EXHAUSTION**
6 **AND HAVING TO GO TO EACH END OFFICE?**

7 A. No. Under BellSouth's proposal, BellSouth may unilaterally select an end office
8 where collocation space is limited or exhausted. In such instances, AT&T would
9 be required to interconnect at many end offices in a LATA.

10

11 **Q. HOW DO YOU RESPOND TO MR. RUSCILLI'S ASSERTION ON PAGE**
12 **28 THAT AT&T IS NOT HAMPERED IN ITS ABILITY TO COMPETE IF**
13 **THE BELLSOUTH PROPOSAL IS ADOPTED?**

14 A. BellSouth fails to recognize that BellSouth's proposal not only increases CLECs'
15 costs to enter the market, but also requires CLECs to create networks mirroring
16 the embedded network BellSouth has in place today. As a result, a CLEC's
17 ability to differentiate itself in the market is severely hampered. Because AT&T
18 and BellSouth have agreed that all calls within the LATA are local, and BellSouth
19 continues to sell more and more LATAwide local calling plans, BellSouth's
20 proposal will result in AT&T having to place an IP in every local calling area,
21 contrary to BellSouth's testimony that it will not.

22

1 **Q. IN HIS DIRECT TESTIMONY MR. RUSCILLI SUGGESTS THAT THE**
2 **ISSUE IS ONE OF COST ALLOCATION BASED ON THE AT&T**
3 **NETWORK DESIGN. IS HE CORRECT?**

4 A. No. The question is not whether the parties' networks will be interconnected
5 based on the network design of one party, but rather will the parties' networks be
6 interconnected in a manner that is neutral to network design. It is only fair and
7 equitable that an interconnection arrangement does not favor any particular
8 design.

9 AT&T should not suffer a burdensome and discriminatory network
10 interconnection arrangement because it chooses to deploy a more efficient
11 network design than the classic hub-and-spoke telephony architecture. The
12 Authority should be sensitive to issues which give the incumbent carrier
13 substantial competitive advantages over competing carriers. Accordingly, the fair
14 outcome is for both AT&T and BellSouth to be interconnected on an equitable
15 basis.

16
17 **Q. HOW DO YOU RESPOND TO THE CLAIM THAT BELL SOUTH'S**
18 **LOCAL EXCHANGE RATES DO NOT COVER ADDITIONAL**
19 **TRANSPORT COSTS?**

20 A. In none of the call examples provided above, in which BellSouth is the originating
21 party, is BellSouth required to provide transport for which it has no means to
22 recover its costs.

23 With respect to a call from a BellSouth customer to an AT&T customer within the
24 Cumberland City local calling area, where BellSouth has no toll revenue,

1 BellSouth would have no obligation to provide transport beyond the Cumberland
2 City local calling area, since AT&T has indicated it might place its IP in
3 Cumberland City. With respect to a call from a BellSouth customer in
4 Cumberland City to an AT&T customer in Nashville, BellSouth would have an
5 obligation to provide transport to AT&T's IP in Nashville; however this may be a
6 toll call under BellSouth's current local calling areas, and BellSouth would have
7 the option to collect toll revenue for these calls to cover its additional transport
8 expenses to AT&T.

9 Therefore, the Authority should disregard BellSouth's baseless assertion, that
10 AT&T's proposal would impose costs on BellSouth for which it has no means to
11 recover.

12
13 **Q. IS AT&T'S PROPOSAL NOTHING MORE THAN AN ELABORATE**
14 **RUSE THAT AT&T ATTEMPTS TO USE TO IMPOSE THE**
15 **ADDITIONAL COSTS OF ITS NETWORK DESIGN ONTO**
16 **BELLSOUTH?**

17 A. Absolutely not. First, AT&T's solution maintains the status quo of how the
18 financial responsibility is assigned to day. AT&T's network design has been in
19 place for several years, and AT&T's proposed solution is what is occurring today.
20 BellSouth is currently financially responsible for bringing its originated traffic to
21 AT&T's switch, and has not disputed any billing by AT&T that reflects this. By
22 the same token, AT&T is financially responsible for getting its originated traffic
23 to BellSouth's POI and has not objected to this responsibility. BellSouth's
24 proposal is the one that will change the imposition of costs on the other party, not

1 AT&T's. BellSouth's proposal will result in AT&T having to incur new
2 additional costs that it does not incur today.

3 Second, when BellSouth states that AT&T's proposal will raise its costs that are
4 not currently being recovered by its current basic local rates, this is simply not
5 true. AT&T's proposed solution – the status quo of today - has been in effect for
6 several years, and this Authority has yet to see a filing by BellSouth asking to
7 raise any of its rates to cover this “additional cost.”

8
9 **Q. WHAT IS AT&T ASKING THIS AUTHORITY DO?**

10 A. AT&T is asking that the Authority retain the status quo and find that BellSouth
11 shall continue to be financially responsible for all of the costs of originating any
12 of its traffic within the LATA and delivering such traffic to AT&T switch or
13 designated interconnection point(s) if the switch serving a LATA is located
14 outside of that LATA.

15
16 ***ISSUE 7: SHOULD AT&T BE PERMITTED TO CHARGE TANDEM RATE***
17 ***ELEMENTS WHEN ITS SWITCH SERVES A GEOGRAPHIC AREA***
18 ***COMPARABLE TO THAT SERVED BY BELL SOUTH'S TANDEM***
19 ***SWITCH?***
20

21 **Q. HOW DO YOU RESPOND TO MR. RUSCILLI'S ASSERTION THAT**
22 **AT&T IS NOT ENTITLED TO THE TANDEM RATE BECAUSE AT&T**
23 **DID NOT SHOW THAT AT&T IS ACTUALLY PERFORMING A**
24 **TANDEM FUNCTION?**

25 A. Rule 51.711(a)(3) of the FCC's Interconnection Order provides, “ Where the
26 switch of a carrier other than an incumbent LEC serves a geographic area
27 comparable to the area served by the incumbent LEC's tandem switch, the

1 appropriate rate for the carrier other than an incumbent LEC is the ILEC's tandem
2 interconnection rate." The plain language of the order is that there is no
3 requirement that a CLEC network actually have a tandem switch or perform an
4 intermediate switching function to receive the tandem interconnection rate. Any
5 other conclusion would be illogical.

6 Carefully analyzing Mr. Ruscilli's argument illuminates its tortured logic. If a
7 CLEC were providing the actual local tandem switching capability, then
8 according to Mr. Ruscilli, BellSouth would agree to pay the tandem
9 interconnection rate to the CLEC. Therefore, to reach Mr. Ruscilli's
10 interpretation of Rule 51.711(a)(3), the FCC actually intended to make it more
11 difficult for a CLEC to qualify for the tandem interconnection rate than an ILEC.
12 Under Mr. Ruscilli's interpretation, BellSouth must merely provide tandem
13 switching, but a CLEC must pass a two part test: first, it must actually provide
14 the identical tandem switching functionality provided by the ILEC and the CLEC
15 switch must also serve a geographic area comparable to the area served by the
16 incumbent LEC's tandem switch.

17 It is important to note that AT&T's reliance on the FCC's proxy rule for
18 compensating CLECs for reciprocal compensation is in lieu of making an
19 individual cost showing that AT&T's costs are in fact higher than BellSouth's
20 rate, and thus should be compensated at a higher rate than BellSouth. (FCC Rule
21 711(b)). It is quite possible for such a showing to be made by a CLEC,
22 particularly in the early stages of construction of a local network that enjoys
23 nowhere near the ubiquity and utilization that BellSouth's network does.

1
2 **Q. WHAT ABOUT THE FCC'S LOCAL COMPETITION RULE, WHICH**
3 **MR. RUSCILLI CITES?**

4 A. Clearly the FCC did not intend to hold a CLEC to a higher standard to qualify for
5 the tandem interconnection rate than an ILEC. Indeed, the FCC's own comments
6 demonstrate this intent in Paragraph 1090 of the Local Competition Order, the
7 FCC stated:

8 [s]tates shall also consider whether new technologies (*e.g.*, fiber
9 ring or wireless networks) perform functions similar to those
10 performed by an incumbent LEC's tandem switch.... (Emphasis
11 added.)
12

13 This is not an additional test for CLECs, but an alternative by which the CLEC
14 may qualify for a "proxy" of the CLEC's additional costs. Thus, it is clear that
15 actual local tandem (*i.e.*, intermediate switching) functionality is not a
16 requirement for a CLEC to receive the tandem interconnection rate.

17
18 **Q. ON PAGE 30 OF HIS DIRECT TESTIMONY, MR. RUSCILLI STATES**
19 **THAT AT&T SHOULD ONLY BE COMPENSATED FOR THE**
20 **FUNCTIONS IT ACTUALLY PERFORMS. DO YOU AGREE?**

21 A. No. This is not the issue. The issue is whether AT&T should be compensated for
22 its costs to terminate BellSouth's originated traffic. BellSouth is attempting to
23 frame the issue in a different manner than how the FCC framed the issue. A
24 careful reading of the FCC's First Order and Report, paragraphs 1085 through
25 1091 clearly shows that nowhere does the FCC say that parties should "only be
26 compensated for the functions it actually provides, as BellSouth asserts. Instead

1 of forcing the states into costly and lengthy cost proceedings for CLECs, the FCC
2 proposes several proxies for “actual costs.” In paragraph 1085 of the FCC’s First
3 Order and Report, the FCC found “We also conclude that using the incumbent
4 LEC’s forward-looking costs for transport and termination of traffic as a proxy for
5 the costs incurred by interconnecting carries satisfies section 252(d)(2) that costs
6 be determined ‘on the basis of a reasonable approximation of the additional costs
7 of terminating such calls’”. Again in paragraph 1088, the FCC stated that “We
8 find, however, that incumbent LEC’s costs, including small incumbent LEC’s
9 costs, serve as reasonable proxies for other carrier’s costs of transport and
10 termination”. And in paragraph 1090 of this same order, it says “where the
11 interconnecting carrier’s switch serves a geographic area comparable to that
12 served by the incumbent LEC’s tandem switch, the appropriate proxy for the
13 interconnecting carrier’s additional costs is the LEC tandem interconnection rate”.
14 The Authority should reject the manner in which BellSouth has attempted to
15 frame this issue and thereby reject BellSouth’s arguments. It clearly was not the
16 intent of the FCC for the amount of reciprocal compensation to be based on the
17 actual costs of the functions provided by interconnecting carriers. If such were
18 the case, then the FCC would never have allowed the incumbent LEC’s costs to
19 be used a proxies for CLEC’s costs.

20
21 **Q. FURTHER ON PAGE 31, MR. RUSCILLI STATES THAT AT&T MUST**
22 **PROVIDE THE FUNCTIONALITY OF A TANDEM SWITCH TO INCUR**
23 **THE COST OR IT SHOULD NOT CHARGE BELL SOUTH THE**
24 **TANDEM SWITCHING RATE. DO YOU AGREE?**

1 A. Absolutely not. In paragraph 1090 of the FCC's First Order, the FCC says that
2 "states shall also consider whether new technologies (e.g., fiber rings or wireless
3 networks) perform functions *similar* to those performed by an incumbent LEC's
4 tandem switch and thus, whether some or all calls terminating on the new
5 entrant's network should be priced the same as the sum of transport and
6 termination via the incumbent LEC's tandem switch". Nowhere in its order does
7 the FCC say that the interconnecting carrier must provide the identical functions.
8 Why? Because to do so would be irrelevant, since the CLEC can charge and
9 BellSouth would pay, by its own admission, for providing identical functionality.
10 Additionally, AT&T is permitted to charge for tandem switching on every local
11 call because AT&T incurs its costs on every call. That is the point of the FCC's
12 proxy.

13
14 **Q. ON PAGES 32 AND 33, MR. RUSCILLI STATES THAT THE FCC POSED**
15 **TWO REQUIREMENTS THAT MUST BE MET BEFORE A CLEC**
16 **WOULD BE ENTITLED TO COMPENSATION AT BOTH THE END**
17 **OFFICE AND TANDEM SWITCHING RATES. DO YOU AGREE?**

18 A. No. If this were the intention of the FCC, it would have clearly stated that in its
19 adopted rules. The rule in question, C.F.R. 55.711(a)(3) was first issued on
20 August 8, 1996, as part of the First Order and Report issued by the FCC. The
21 FCC has had over 4 years to revise this rule to reflect a two-part test if that is what
22 it intended. I find it hard to believe that BellSouth thinks that the FCC made a
23 mistake and "forgot" the second test when it wrote the rule or when it wrote the
24 sentence quoted above. The FCC did not forget the second test because it would

1 make no sense to include the second test proposed by BellSouth, since the CLEC
2 would be, by BellSouth's own admission, entitled to the tandem rate by satisfying
3 the so-called second test alone.

4
5 **Q. ON PAGE 33, MR. RUSCILLI STATES THAT THE BASIC NETWORK**
6 **ARCHITECTURE USED BY AT&T IS THE SAME AS BELL SOUTH,**
7 **AND THUS THE AUTHORITY NEED NOT MAKE ANY ATTEMPT TO**
8 **DETERMINE WHETHER THE NEW TECHNOLOGY DEPLOYED BY**
9 **AT&T PERFORMS SIMILAR FUNCTIONS TO TANDEM SWITCHING.**
10 **DO YOU AGREE?**

11 A. No. There has been no evidence filed by BellSouth to support this assertion.
12 AT&T has provided ample evidence in its direct testimony that AT&T's network
13 architecture is substantially different than BellSouth's. BellSouth would have the
14 Authority believe that any network that provides exchange and exchange access
15 service must have identical architectures. This simply is not the case. Thus, the
16 Authority should attempt, as other commissions have done, to determine whether
17 the new technology deployed by AT&T performs a function similar to
18 BellSouth's tandem switches. Again, the key word is similar, not exactly.

19
20 **Q. BEGINNING ON PAGE 34, MR. RUSCILLI BEGINS A DISCUSSION OF**
21 **WHAT TANDEM FUNCTIONALITY IS AND WHETHER AT&T'S**
22 **SWITCHES PERFORM THE TANDEM FUNCTIONALITY DESCRIBED**
23 **BY MR. RUSCILLI. WHAT RELEVANCE DOES THIS TESTIMONY**
24 **HAVE?**

1 A. None. For instance, Mr. Ruscilli on page 35 states "To receive reciprocal
2 compensation at the tandem rate, a carrier must be performing the function
3 described in the FCC's definition of tandem switching". This is simply incorrect.
4 The rule BellSouth refers to is applicable to incumbent LECs only, not CLECs.
5 BellSouth false assertion directly contradicts the FCC in its First order and Report
6 at Paragraph 1090, when it talks about similar, not exact, functions. Further on in
7 his testimony, Mr. Ruscilli states that AT&T switches must actually be
8 performing the tandem functions, "if for no other reason than the difference
9 between end office and tandem rates for reciprocal compensation is the same as
10 the UNE rate for tandem switching". Again, what Mr. Ruscilli fails to mention is
11 that for AT&T these incumbent LEC rates are mere proxies for AT&T costs, in
12 lieu of AT&T having to provide its own cost studies. These proxies are meant to
13 compensate AT&T for the costs it incurs since it has a completely different
14 network architecture than what BellSouth has in place.

15
16 **Q. DO AT&T'S SWITCHES PERFORM THE FUNCTIONS OF A TANDEM**
17 **SWITCH?**

18 A. Although AT&T does not believe it must establish such functionality under
19 applicable FCC rules, AT&T's switches do, in fact, provide the necessary
20 functionality. In spite of this, AT&T provided evidence in its direct testimony
21 demonstrating that AT&T's switches perform similar functions of a tandem
22 switch. Despite of BellSouth's attempt to try to convince this Authority that
23 AT&T is an ILEC and must meet the requirements of an ILEC, AT&T's switches
24 do perform similar tandem switch functions. The true purpose of a tandem switch

1 is to aggregate traffic. A tandem switch does this through an intermediate
2 switching step. AT&T's network is performing tandem-like functions by
3 aggregating traffic. Since AT&T's network aggregates traffic differently than
4 BellSouth's network, BellSouth is assuming we aggregate traffic the same way it
5 does. However, intermediate tandem switching is not the sole means to aggregate
6 traffic.

7 AT&T's network does indeed aggregate traffic across a broad geographic area,
8 often a substantially larger area than a BellSouth tandem. This is something
9 BellSouth has not disputed. Thus, the Authority should consider not whether
10 AT&T's network is capable of intermediate switching, but rather whether it is
11 capable of traffic aggregation. If so, then AT&T's network does indeed perform
12 functions "similar to those performed by an incumbent LEC's tandem switch".

13 To show the level of aggregation that AT&T's network performs please review
14 the following table. However, as I said earlier, the FCC does not require a CLEC
15 to meet such a test. Therefore, AT&T has met a higher standard than required by
16 FCC rules.

1
2

TRAFFIC AGGREGATION FUNCTIONS

Traffic Type	BST Tandem	AT&T Network
Traffic between end office and IXC	YES	YES
Traffic between end office and other CLECs	YES	YES
Traffic between end office and independent LECs	YES	YES
Traffic between end offices	YES	YES
Traffic between AT&T switch and BST end office	YES	YES
Traffic between end office and operator service platform	YES	YES
Traffic between end office and 911 tandem	YES	YES
Overflow traffic	YES	NO

3

4 **Q. CAN YOU SUMMARIZE THE EVIDENCE THAT AT&T HAS**
5 **PROVIDED REGARDING GEOGRAPHIC COMPARABILITY?**

6 A. Yes. In my direct testimony, AT&T provided a series of maps that show
7 separately for AT&T and BellSouth the geographic area served by its respective
8 switches (for AT&T) and tandems (for BellSouth) for each LATA in Tennessee.
9 Comparing the AT&T switch service area to the BellSouth tandem service area
10 shows that AT&T meets the requirement of § 51.711(a)(3).

11

12 **Q. PLEASE SUMMARIZE WHAT YOU WANT THIS AUTHORITY TO DO**
13 **WITH REGARD TO ISSUE 7.**

1 A. AT&T requests the Authority conclude that AT&T switches serve a comparable
2 geographic area as that served by BellSouth's tandem switches and that AT&T is
3 thus entitled to the tandem interconnection rate.
4

5 ***ISSUE 9: WHAT IS THE APPROPRIATE TREATMENT OF OUTBOUND***
6 ***VOICE CALLS OVER INTERNET PROTOCOL ("IP") TELEPHONY, AS IT***
7 ***PERTAINS TO RECIPROCAL COMPENSATION?***
8

9 **Q. DO YOU AGREE WITH BELL SOUTH THAT ISSUE 9 RELATES ONLY**
10 **TO PHONE-TO-PHONE IP TELEPHONY CALLS?**

11 A. No. BellSouth has provided AT&T with two different sets of language to
12 consider regarding treatment of IP Telephony calls. The first one is found in
13 Attachment 3, section 6.19, as attached to BellSouth's reply to AT&T's petition
14 for arbitration as follows:

15 Neither Party shall represent access services traffic (e.g., Internet
16 Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes
17 of payment of reciprocal compensation. "Internet Protocol
18 Telephony" is defined as real-time voice conversations over the
19 Internet by converting voices into data, which is compressed and
20 split into packets, which are sent over the Internet like any other
21 packets and reassembled as audio output at the receiving end.
22 (Attachment 3, section 6.19, as attached to BellSouth's reply to
23 AT&T's petition for arbitration)

24 The second one was sent to AT&T by BellSouth via e-mail and is as follows:
25 The origination and end point of the call shall determine the
26 jurisdiction of the call. Unless expressly agreed to by the Parties in
27 this Agreement, neither Party shall represent as local traffic any

1 traffic for which access charges may be lawfully assessed. The
2 Parties have been unable to agree as to whether a call that travels
3 over transport protocol methods other than those being utilized by
4 the Parties on the effective date of this Agreement and crosses
5 LATA boundaries constitutes switched access traffic. However,
6 because the Parties are not currently utilizing alternative transport
7 protocol methods on the effective date of this Agreement, the
8 Parties will resume negotiations on this issue if and when either
9 Parties adopts a new transport protocol method. If the parties are
10 unable to resolve this issue, then the Parties will submit the dispute
11 to the Tennessee Regulatory Authority or the Federal
12 Communications Commission, whichever is appropriate, for
13 resolution. (Language sent to AT&T in E-mail for consideration to
14 close issue.)

15 Both sets of language would apply to all IP Telephony calls, not just phone-to-
16 phone calls. Neither set makes a distinction between phone-to-phone, computer-
17 to-phone, phone-to-computer, or computer-to-computer calls: the two sets of
18 language would treat all forms of Voice-over Internet Protocol (VOIP) traffic as
19 switched access traffic.

20 AT&T understood the use of the term “Internet” proposed by BellSouth in its
21 reply to AT&T’s petition to mean the World Wide Web. Thus, “over the
22 Internet” referred to “over the World Wide Web”. IP telephony and Internet
23 Telephony utilize the same Internet protocol but are not the same.

24
25 **Q. PLEASE EXPLAIN THE DIFFERENCE, IF ANY, BETWEEN IP**
26 **TELEPHONY AND INTERNET TELEPHONY.**

27 A. “IP Telephony” refers to traffic carried via Internet Protocol over the private
28 network of a carrier, while “Internet Telephony” is limited to telephone calls
29 carried over the Internet; that is, the World Wide Web. It is universally accepted
30 that the term “Internet” references the World Wide Web, not the internal

1 dedicated private networks of particular companies. The language proposed by
2 BellSouth, however, shows that BellSouth intends to treat all types of calls as
3 switched access traffic, "regardless of transport protocol" including Internet
4 Telephony calls that travel over the World Wide Web.

5 The failure by BellSouth to make the distinction between IP Telephony and
6 Internet Telephony calls is not an oversight: BellSouth indicated in negotiations
7 with AT&T that it intends to treat both types of calls as switched access traffic.
8 BellSouth now takes the position that computer-to-computer, computer-to-phone,
9 phone-to-computer, and IP enabled phone-to-phone voice calls are no longer an
10 issue to be addressed by this Authority. However, the language proposed by
11 BellSouth does not eliminate these variations of calls from consideration.

12
13 **Q. DO YOU AGREE WITH MR. RUSCILLI'S DEFINITION OF PHONE-TO-**
14 **PHONE IP TELEPHONY?**

15 A. No. Mr. Ruscilli concludes that phone-to-phone IP Telephony provided by a
16 "local carrier" or "telephone carriers" is a basic telecommunications service rather
17 than an "information service". He is incorrect. It is the nature of the service, not
18 the nature of the entity providing the service that determines whether or not a
19 local carrier or telephone carrier is eligible for the ISP exemption from payment
20 of access charges. Although the FCC in its *Report to Congress (FCC 98-67, April*
21 *10, 1998)* recognized that IP Telephony bears the characteristics of a
22 "telecommunications service" that provides pure transmission (rather than an
23 "information service" that provides enhanced functionalities), today, the FCC

1 treats IP Telephony as if it were an information service and thus exempts IP
2 Telephony providers from paying traditional access charges. Therefore, to the
3 extent that a local carrier or telephone carrier provides IP Telephony, it is eligible
4 for the ISP exemption from payment of access charges, just like all other IP
5 Telephony providers.

6 It's clear that Mr. Ruscilli advocates imposing access charges on all
7 communications, both voice and data, transported via Internet Protocol regardless
8 whether the service may be telecommunications or information services.
9 However, the FCC has determined that telecommunications services and
10 information services are mutually exclusive categories. A particular service can
11 be one or the other, but it cannot be both.

12 The FCC developed the distinction between "basic services" and "enhanced
13 services" in the Second Computer Inquiry (1980) (Computer II). "Basic services"
14 were defined by the FCC as "the common carrier offering of transmission
15 capacity for the movement of information". A basic service transmits information
16 generated by a customer from one point to another, without changing the content
17 of the transmission. The "basic" service classification defines the transport
18 transmission capacity that makes up traditional communications service, which
19 the FCC considers to be "wholly traditional common carrier activities" (Title II of
20 the Act).

21 In comparison, the FCC defined unregulated "enhanced service" as "services
22 offered over common carrier transmission facilities...which [1] employ computer
23 processing applications that act on the format, content, code, protocol...[2]

1 provide the subscriber additional, different or restructured information; or [3]
2 involve subscriber interaction with stored information.” A service is generally
3 enhanced if it meets one of the three criteria. The FCC has determined that
4 protocol processing services that qualified as enhanced should be treated as
5 information services under the Act (1996)(Non-Accounting Safeguards Order).
6 Clearly IP Telephony qualifies as an information service under the Act because
7 the provider transforms a communication from circuit-switched transport to
8 Internet Protocol transport and vice versa.

9
10 **Q. MR. RUSCILLI QUOTES FROM THE APRIL 10, 1998 FCC REPORT TO**
11 **CONGRESS. DO YOU AGREE WITH MR. RUSCILLI’S**
12 **CHARACTERIZATION OF THAT REPORT?**

13 A. Not entirely. While Mr. Ruscilli does provide accurate quotes from that report,
14 the quotes do not answer the question. The question in his testimony was whether
15 or not the FCC viewed calls to ISPs differently than phone-to-phone IP telephony
16 as it relates to the applicable charges. The FCC did not address “applicable
17 charges” for IP telephony in the Report to Congress. In fact, the FCC deferred the
18 issue of determining the regulatory status of IP telephony, including payment of
19 access charges:

20 We do not believe, however, that is appropriate to make
21 any definitive pronouncements in the absence of a more
22 complete record focused on individual service
23 offerings. ...We defer a more definitive resolution of
24 these issues pending the development of a more fully-
25 developed record because we recognize the need, when
26 dealing with emerging services and technologies in
27 environments as dynamic as today’s Internet and

1 telecommunications markets, to have as complete
2 information and input as possible.¹³
3

4 Thus, contrary to BellSouth's statement, the FCC has not determined that IP
5 Telephony is a telecommunications service subject to access charges.

6
7 **Q. HAS THE FCC RECENTLY VOICED ITS POSITION ON THE ISSUE OF**
8 **INTERNET TELEPHONY?**

9 A. Yes. In a recent May 25th interview with Warren's Washington Internet Daily,
10 Chairman Kennard stated he will not regulate Internet telephony. He stated that
11 "it is important to recognize that legacy regulation is not necessarily appropriate
12 to emerging network technologies, so when people start asking when are you to
13 going to regulate IP telephony, my answer is always the same - never." Chairman
14 Kennard said it is preferable to seek a more appropriate method of universal
15 service funding than to apply outdated regulation to new technology. While Mr.
16 Ruscilli mentions an FCC report dated April 10, 1998 as a basis for asserting that
17 the FCC would find in BellSouth's favor, the May 25th statements by Chairman
18 Kennard clearly indicate that the FCC no longer is pursuing a course of applying
19 traditional regulatory solutions and rules to IP telephony calls. Chairman
20 Kennard again reiterated this position in a speech in Atlanta on September 12,
21 2000 when he stated: "...regulation is too often used as a shield, to protect the
22 status quo from new competition—often in the form of smaller, hungrier
23 competitors—and too infrequently as a sword—to cut a pathway for new
24 competitors to compete by creating new networks and new services."

¹³ In the Matter of Federal-State Joint Board on Universal Service, FCC Report to Congress, CC Docket No. 96-45, (April 10, 1998) at ¶ 90.

1
2 **Q. HAS THE FCC GIVEN ANY OTHER INDICATION THAT IT WILL NOT**
3 **AT THIS TIME APPLY TRADITIONAL ACCESS CHARGES TO IP**
4 **TELEPHONY CALLS?**

5 A. Yes. In April 1999, the FCC declined to act on a Petition U.S. West filed seeking
6 an expedited declaratory ruling. U.S. West requested that the FCC determine that
7 phone-to-phone IP Telephony is a telecommunications service subject to a
8 carrier's carrier charges (access) when the ILEC provides originating and
9 terminating access.

10
11 **Q. WHAT DOES AT&T RECOMMEND THIS AUTHORITY DO WITH THIS**
12 **ISSUE AS NOW CLARIFIED BY BELL SOUTH?**

13 A. AT&T recommends that this Authority not adopt the language proposed by
14 BellSouth, but should instead find that IP telephony calls are not subject to access
15 charges.

16 Under the FCC's longstanding ESP exemption, AT&T suggests that the Authority
17 rule that all forms of ISP Traffic, including IP telephony, should be treated as
18 local and subject to cost based reciprocal compensation on a uniform basis with
19 "local" voice and data traffic. Such a ruling would further federal and state
20 comity and facilitate the development of a uniform, nationwide, pro-competitive
21 regulatory policy with regard to the treatment of IP telephony services.

22
23 ***ISSUE 10: SHOULD BELL SOUTH BE ALLOWED TO AGGREGATE LINES***
24 ***PROVIDED TO MULTIPLE LOCATIONS OF A SINGLE CUSTOMER TO***
25 ***RESTRICT AT&T'S ABILITY TO PURCHASE LOCAL CIRCUIT***

1 ***SWITCHING AT UNE RATES TO SERVE ANY OF THE LINES OF THAT***
2 ***CUSTOMER?***

3
4 **Q. DO YOU AGREE WITH MR. RUSCILLI'S POSITION ON ISSUE 11?**

5 A. No. AT&T does not agree that it is appropriate to aggregate lines across the
6 Nashville MSA when determining whether a customer has more than three lines.
7 This just makes no sense. For example, suppose that a customer that has a chain
8 of stores in Nashville only has two lines at each store. Further, suppose there are
9 20 such stores, but no two stores are served from the same BellSouth local switch.
10 However, for purposes of managing his or her telecommunications bill, the
11 customer currently has billing for all 20 stores going to one location where his or
12 her business office is located. BellSouth's position is that since the total number
13 of lines is more than 3 (actually in this case it would be 40), then AT&T would
14 have to provide service to each of the 20 locations using something other than
15 UNE-P. Clearly this example is not what the FCC had in mind when it reached
16 its decision that a CLEC could economically serve this customer using its own
17 switch and either standalone loops or a loop/transport combination. AT&T
18 believes the FCC rule was intended to apply only when more than three lines were
19 being served from the same local switch. BellSouth, on the other hand, wants to
20 prohibit CLECs from using its local switch to serve any customer who purchases
21 over three lines from BellSouth, no matter where those lines are actually
22 provisioned. AT&T recommends that this Authority not adopt such an anti-
23 competitive position, and instead reach a decision that clearly states that the four
24 or more line limitation only applies to each separate customer location, and not
25 when a customer receives aggregate billing on his or her multiple locations.

1

2

3

4

5

***ISSUE 16: SHOULD THE AUTHORITY OR A THIRD PARTY
COMMERCIAL ARBITRATOR RESOLVE DISPUTES UNDER THE
INTERCONNECTION AGREEMENT?***

6

**Q. DO YOU AGREE WITH BELL SOUTH'S POSITION THAT THE USE OF
THIRD PARTY ARBITRATORS TO RESOLVE DISPUTES IS IN FACT
MORE COSTLY AND EXPENSIVE THAN SEEKING RESOLUTION
FROM THE GOVERNING REGULATORY AUTHORITY?**

7

8

9

10

A. No. BellSouth and AT&T have not utilized the previous commercial arbitration
clause. Therefore, the parties have no track record regarding this issue.

11

12

13

**Q. HAS AT&T HAD DIFFERENT EXPERIENCES WITH COMMERCIAL
ARBITRATION?**

14

15

A. Yes. In AT&T's Pacific region, several matters have been resolved through
commercial arbitration. In these proceedings, knowledgeable arbitrators were
utilized to resolve disputes in a timely and cost effective manner for AT&T and
Pacific Bell. Generally, the matter was heard over a one to two day period with
minimal costs to the parties. The decisions were quick and allowed the parties to
focus on performing pursuant to the interconnection agreement. In fact, in
AT&T's recent arbitration proceeding for its second interconnection agreement
with Pacific Bell, the California Commission agreed with AT&T's position. In its
final order dated August 3, 2000, the Commission adopted AT&T's proposal to
retain the requirement in the interconnection agreement that disputes under the
agreement should go through an alternative dispute resolution process heard

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25

1 before third party arbitrators, not the commission. See Order in *Application by*
2 *AT&T Communications of California, inc., et al, for Arbitration of an*
3 *Interconnection Agreement with Pacific Bell Telephone Company Pursuant to*
4 *Section 252(b) of the Telecommunications Act of 1996*; Application 00-01-022,
5 August 3, 2000: pages 28-29. I should note that Pacific Bell also raised the issue
6 that private arbitrators were not qualified to resolve telecommunications disputes.
7 The California commission rejected this argument.

8 While AT&T is well aware of this Authority's ability to handle complaints, this
9 Authority may not have the resources to address each and every dispute that could
10 arise under the interconnection agreement, or to address them as promptly as
11 could a commercial arbitrator.

12
13 **Q. WHAT IS AT&T ASKING THAT THE AUTHORITY DO WITH**
14 **RESPECT TO THIS ISSUE?**

15 A. The Authority should adopt AT&T's position regarding private arbitration for
16 disputed issues between BellSouth and AT&T. This Authority has opened
17 numerous generic dockets regarding important policy and pricing issues that are
18 and will be applicable to all CLECs in Florida. In taking the position that
19 Interconnection Agreements are commercial agreements between sophisticated
20 parties, and disputes arising therein should be resolved in a private commercial
21 forum, the Authority will be able to expand its focus on industry matters rather
22 than spend time resolving two-party disputes under a negotiated agreement.

1 **BEFORE THE TENNESSEE REGULATORY AUTHORITY**

2 **REBUTTAL TESTIMONY OF RONALD W. MILLS**

3 **ON BEHALF OF**

4 **AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.**

5 **AND TCG MIDSOUTH, INC.**

6 **DOCKET NO. 00-00079**

7 **JANUARY 8, 2000**

8

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

10 A. My name is Ronald Mills. My business address is 1200 Peachtree Street, NE,
11 Atlanta, Georgia 30309.

12

13 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

14 A. I am employed by AT&T Corp. ("AT&T") as a District Manager within the Law
15 and Government Affairs organization.

16

17 **Q. ARE YOU THE SAME RONALD W. MILLS THAT FILED DIRECT**
18 **TESTIMONY IN THIS CASE ON DECEMBER 15, 2000?**

19 A. Yes, I am.

20

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

22 A. The purpose of my rebuttal testimony is to respond to Mr. Milner's testimony
23 with respect to the following issues: (1) coordinated loop conversions with

1 number portability (“Hot Cut”) process (Issue 8); (2) adjoining facilities (Issue
2 12); and (3) criminal background investigations (Issue 13). Mr. Milner also filed
3 testimony on collocation intervals (Issue 11). (Milner Direct pp. 18-21.)
4 However, the parties have settled Issue 11, and it is no longer before the
5 Commission for arbitration.

6
7 **ISSUE 14: WHAT COORDINATED CUTOVER PROCESS SHOULD BE**
8 **IMPLEMENTED TO ENSURE ACCURATE, RELIABLE, AND TIMELY**
9 **CUTOVERS WHEN A CUSTOMER CHANGES LOCAL SERVICE FROM**
10 **BELLSOUTH TO AT&T?**

11 **Q. DO YOU AGREE WITH BELLSOUTH’S POSITION THAT NO**
12 **CHANGES TO THEIR COORDINATED CUTOVER PROCESS ARE**
13 **NECESSARY OR APPROPRIATE AT THIS TIME?**

14 **A.** No. Mr. Milner contends that the BellSouth process “ensures accurate, reliable
15 and timely cutovers.” (Milner Direct p. 3, lines 7-8; *see also* Milner Direct p. 13,
16 lines 14-17.) BellSouth’s own objective data, however, establishes that only 63%
17 of the hot cuts in Tennessee proceeded as scheduled in November 2000.¹ This
18 data reflects BellSouth’s timeliness performance and does not include any delays
19 attributable to AT&T. The data shows that BellSouth’s current coordinated hot
20 cut process fails to provide AT&T and its customers with a reliable commitment
21 that a hot cut will take place as scheduled.

¹ BellSouth Interconnection Services, Performance Measurement Reporting, <http://pmap.bellsouth.com>.

1 Although the parties have reached agreement on a number of related
2 issues, BellSouth and AT&T continue to disagree about the timing of the database
3 facility check, the issuance of a jeopardy versus a clarification, the need for a 48-
4 hour call prior to the cutover, refund of non-recurring charges for date- and time-
5 specific hot cuts after missed hot cut appointments, and hot cut order closure
6 without proper notification to AT&T.

7
8 **Q. REGARDING THE FIRST ISSUE, DOES THE FOC ESTABLISH A**
9 **RELIABLE SCHEDULE FOR THE CUTOVER?**

10 **A.** No, the FOC due date and time are not reliable. As Mr. Milner acknowledges in
11 his testimony, the FOC due date does not take into account certain indisputably
12 unforeseeable circumstances, such as severe weather and acts of God. Included in
13 his list of “unforeseen” circumstances, however, are manpower and facilities
14 shortages. (Milner Direct p. 4, lines 3-7.) The information necessary to predict
15 facilities shortages is within BellSouth’s control, and BellSouth should refer to the
16 database that contains this information before setting hot cut due dates upon
17 which AT&T and its customers must rely. Performance of a facility check prior
18 to issuance of the FOC would remove much of the uncertainty which Mr. Milner
19 referenced.

1 **Q. DOES BELL SOUTH NEED TO PERFORM A FACILITY CHECK FOR**
2 **ITS RETAIL CUSTOMERS?**

3 A. No. Mr. Milner testified that BellSouth does not perform a facility check for its
4 own retail customers prior to establishing a due date for the order. (Milner Direct
5 p. 4, lines 11-13.) What Mr. Milner neglects to explain is that the reason for this
6 is simple. BellSouth does not perform hot cuts to provide service to its retail
7 customers, so there is no need for coordination with a CLEC.

8
9 **Q. WOULD PERFORMING THE FACILITY CHECK BEFORE ISSUING**
10 **THE FOC DELAY THE TRANSMISSION OF THE FOC?**

11 A. No. Although one might conclude from Mr. Milner's testimony that the facility
12 check is a complicated, lengthy process, (Milner Direct p. 4, line 15 – p. 5, line 2,)
13 the facility check actually consists of two simple database queries which should
14 involve negligible time and therefore will not delay transmission of the FOC to
15 any significant extent.

16
17 **Q. DOES AT&T DISPUTE MR. MILNER'S TESTIMONY THAT IF AT&T'S**
18 **CFA DATABASE WERE CORRECT, A CHECK OF BELL SOUTH'S CFA**
19 **DATABASE PRIOR TO ISSUANCE OF THE FOC WOULD NOT BE**
20 **NECESSARY?**

21 A. Yes. Mr. Milner asserts that the primary cause of the CFA database conflict is
22 AT&T error. (Milner Direct p. 17, lines 9-19.) In describing the BellSouth CFA
23 database audit results, Mr. Milner states that the database was correct for over
24 95% of the 3400 assignments. AT&T is not certain to which 3400 assignments
25 Mr. Milner refers. AT&T reviewed 1501 CFA assignments with BellSouth in

1 1999 as part of the audit. Of these assignments, 1255, or 84%, were correct. Of
2 the incorrect assignments, 129, or 9%, were due to BellSouth's failure to
3 complete AT&T cancellation or disconnect orders. The remaining 7% of
4 assignments have not been reconciled due to BellSouth's failure to respond to
5 AT&T inquiries regarding the gaps. Contrary to Mr. Milner's conclusion,
6 therefore, at least half of the database discrepancies were due to BellSouth error.
7 Because the audit confirms that AT&T's and BellSouth's databases do not
8 contain the same information, it is crucial that BellSouth check its database before
9 issuing the FOC.

10
11 **Q. CAN BELLSOUTH ISSUE A JEOPARDY NOTICE TO AT&T RATHER**
12 **THAN A CLARIFICATION NOTICE IF A CONNECTING FACILITIES**
13 **ISSUE ARISES AFTER ISSUANCE OF THE FOC?**

14 **A.** Yes. Although Mr. Milner's testimony indicates that BellSouth's systems do not
15 allow jeopardy notifications for such discrepancies, (Milner Direct, p. 6, lines 6-
16 7,) BellSouth presently issues post-FOC jeopardy notices for its own errors and
17 limitations. Mr. Milner's testimony does not provide any technical reasons which
18 prevent the system, with minor modifications, from issuing jeopardy notices to
19 AT&T. The resulting process would eliminate the need for resubmission of an
20 order and the associated duplicative work for both BellSouth and AT&T. This
21 cost-saving efficiency enhancement justifies a minor modification to the process.

1 **Q. WOULD ISSUING A JEOPARDY NOTICE INSTEAD OF A**
2 **CLARIFICATION NOTICE DISRUPT BELL SOUTH'S PROCESSING OF**
3 **OTHER CLEC REQUESTS?**

4 A. No. Mr. Milner contends that BellSouth would have to keep resources committed
5 to AT&T's order until AT&T resolves the jeopardy condition, and the net effect
6 would be delay in fulfilling the requirements of other service providers. (Milner
7 Direct p. 6, lines 7-12.) Contrary to Mr. Milner's statement, BellSouth's process
8 is not like a pipeline where one delayed order prevents BellSouth from processing
9 other orders. In the event of a CFA discrepancy that arises after the FOC has
10 been issued to AT&T, BellSouth can simply put that order aside as a jeopardy and
11 continue processing other orders. In most cases, AT&T can provide a prompt
12 response to cure the jeopardy condition and preserve the customer's expected due
13 date.

14
15 **Q. IF BELL SOUTH IS REQUIRED TO PERFORM A FACILITY CHECK**
16 **PRIOR TO RETURNING THE FOC, IS THE**
17 **CLARIFICATION/JEOPARDY ISSUE MOOT?**

18 A. No. Even though a pre-FOC facility check is expected to reduce the incidence of
19 the problem, it is possible that CFA discrepancies could arise after the FOC in an
20 unusual situation. BellSouth should make the minor modification requested by
21 AT&T to ensure that a jeopardy notice is issued for the occasional problem. This
22 modification streamlines BellSouth's process, and a more efficient process
23 enhances the parties' ability to compete and to provide reliable, high-quality
24 service to the customer.

1

2 **Q. MR. MILNER INDICATES THAT BELL SOUTH AGREES TO CONTACT**
3 **AT&T 24 TO 48 HOURS IN ADVANCE OF THE HOT CUT, IS THAT**
4 **SUFFICIENT FOR AT&T?**

5 A. No. Twenty-four hours is simply not enough time for AT&T to let the customer
6 know the status of the hot cut and for the customer to make the necessary
7 arrangements associated with the disruption of his telephone service. In addition,
8 BellSouth often fails either to make the call 24 hours in advance or to provide the
9 information AT&T needs to determine whether the hot cut can proceed. Forty-
10 eight hours' notice will allow for resolution of most problems prior to the
11 scheduled start time for the hot cut and will help AT&T succeed in its efforts to
12 preserve the due date and protect the customer from service outage.

13

14 **Q. WHAT IS BELL SOUTH'S OBJECTION TO MAKING THE 48-HOUR**
15 **CALL?**

16 A. Mr. Milner's testimony reveals that BellSouth misunderstands the purpose of the
17 call. (Milner Direct p. 7, lines 6-16.) He indicates that BellSouth would have to
18 make a decision, at the time of the call, whether the hot cut could proceed as
19 scheduled. Mr. Milner objects to such a requirement because making that
20 decision at the 48 hour mark deprives BellSouth of the opportunity to remedy the
21 problem, meet the original schedule, and avoid having a "miss" counted against
22 BellSouth. However, AT&T is not asking BellSouth to make a decision at 48
23 hours prior to the due date whether the hot cut can proceed. Instead, AT&T needs

1 BellSouth to provide AT&T with information regarding dial tone, ANI, cable and
2 pair assignment, and number of lines so AT&T can consider the nature of any
3 problems, the likelihood of fixing them before the scheduled hot cut, and the
4 specific needs of its customer. AT&T can then determine the best way to proceed
5 to complete the hot cut as originally scheduled.

6
7 **Q. IN THE ABSENCE OF A 48-HOUR CALL, HOW DOES AT&T KNOW**
8 **THE STATUS OF THE HOT CUT?**

9 A. When BellSouth does not comply with the 48-hour call process, AT&T must
10 contact BellSouth to ensure that the cut will take place as scheduled. In a more
11 robust environment with increased customer volume AT&T cannot continue to
12 place calls to BellSouth to ensure each individual hot cut will be made as
13 scheduled.

14
15 **Q. DOES BELL SOUTH CLOSE ORDERS ACCORDING TO THE AGREED-**
16 **UPON PROCESS OF CALLING AT&T'S TOLL-FREE NUMBER?**

17 A. No. AT&T cannot notify the customer the hot cut is complete until it receives a
18 call from BellSouth confirming that the hot cut has been completed. The parties
19 developed and agreed upon a process to address this issue, and Mr. Milner
20 reiterates BellSouth's willingness to comply with the agreed process. (Milner
21 Direct p. 8, lines 5-6.) Nonetheless, BellSouth consistently fails to utilize the
22 process. The Commission should require BellSouth to adhere to the process and

1 notify AT&T of hot cut completion via AT&T's designated 800 number. This
2 800 number is listed on every LSR AT&T sends to BellSouth.

3
4 **Q. DOES BELLSOUTH CONSISTENTLY PERFORM HOT CUTS AT THE**
5 **SCHEDULED TIME?**

6 A. No. Although Mr. Milner states that BellSouth has not exhibited a pattern of
7 failure resulting in service outages, (Milner Direct p. 12, lines 7-9,) according to
8 its own data, BellSouth misses its due time and/or date more than one-third of the
9 time. Whether these misses result in actual customer service outage or require the
10 customer and AT&T to adjust their resource allocation and other plans to
11 accommodate a postponed hot cut, such a high percentage of misses is
12 unacceptable and can by no means be considered "a high level of success."
13 (Milner Direct p. 12, line 13.)

14
15 **Q. IS BELLSOUTH'S HOT CUT PROCESS COMPARABLE TO OTHER**
16 **ILECS' HOT CUT PROCESSES?**

17 A. No. Mr. Milner states that BellSouth uses the same procedures across the region.
18 (Milner Direct p. 12, lines 12-13.) ILECs in other regions, however, have adopted
19 much more comprehensive, defined and reliable hot cut processes than
20 BellSouth's process. For example, Southwestern Bell and Bell Atlantic have
21 adopted extensive and thorough processes which resulted from the collaborative
22 efforts of CLECs, Bell Atlantic, Southwestern Bell, state commissions, and the
23 FCC.

1
2 **Q. IS MR. MILNER CORRECT IN CONCLUDING THAT AT&T'S OPTION**
3 **TO PURCHASE TIME- AND DATE-SPECIFIC HOT CUTS MEETS**
4 **AT&T'S BUSINESS NEEDS? (MILNER DIRECT P. 15, LINES 15-16.)**

5 A. No. As Mr. Milner indicates, BellSouth provides AT&T the option of ordering
6 and paying for time specific order coordination. AT&T exercises that option on
7 every hot cut it orders in Tennessee. Nonetheless, BellSouth often fails to comply
8 with the schedule. For example, BellSouth met the scheduled time and date for
9 only 63% of the hot cuts it performed in November 2000. The reliability AT&T
10 needs and attempts to secure by paying for time-specific order coordination was
11 lacking in more than one-third of AT&T's ordered hot cuts. This process fails to
12 produce reliable hot cut schedules and impairs AT&T's ability to compete for
13 local service in Tennessee. It is therefore insufficient for AT&T's business needs.

14 Moreover, AT&T pays a premium of approximately \$34 per LSR in its
15 attempt to establish reliable hot cut scheduling. BellSouth accepted that premium
16 for 100% of the hot cuts it performed for AT&T in November 2000 but only met
17 the schedule for 63% of those hot cuts. BellSouth should be required to refund to
18 AT&T the time-specific premiums paid for hot cuts that do not occur as
19 scheduled. This means that when BellSouth fails to perform a cutover at the
20 originally-scheduled time on the originally-scheduled day, AT&T should be
21 refunded the premium it paid for the missed cut.
22

1 **Q. SUCCINCTLY, WHAT IS AT&T ASKING THIS COMMISSION TO DO**
2 **AS IT PERTAINS TO HOT CUTS?**

3 A. To protect AT&T customers from preventable service disruptions when they
4 change local service providers, BellSouth should be ordered to implement the
5 following improvements in its current coordinated hot cut process:

6 1. BellSouth must perform a facility check to determine that facilities are
7 available to AT&T before issuing a FOC in response to an AT&T LSR.
8 Alternatively, BellSouth must give AT&T database access so AT&T can
9 perform the facility check before submitting an LSR.

10 2. BellSouth must send a jeopardy notice instead of a clarification notice
11 after a FOC has been issued to AT&T. A clarification is acceptable to
12 AT&T if it is sent prior to the issuance of a FOC.

13 3. BellSouth must commit to calling AT&T 48 hours in advance of the hot
14 cut, to provide information regarding dial tone, ANI, cable and pair
15 assignment, and number of lines.

16 4. BellSouth must refund premiums AT&T paid for date- and time-specific
17 hot cuts when BellSouth fails to perform the cutover at the date and time
18 scheduled.

19 5. BellSouth must conform to the agreed-upon process for close-out calls.
20

1 **ISSUE 25: SHOULD AT&T BE ABLE TO CROSS CONNECT TO BELL SOUTH**
2 **OR OTHER ALEC NETWORKS LOCATED IN THE BELL SOUTH PORTION**
3 **OF THE BUILDING WITHOUT HAVING TO COLLOCATE IN BELL SOUTH'S**
4 **PORTION OF THE BUILDING?**

5 **Q. IS THE DC CIRCUIT COURT'S RECENT DECISION APPLICABLE TO**
6 **AT&T'S REQUEST FOR DIRECT INTERCONNECTION TO**
7 **BELL SOUTH FACILITIES LOCATED IN THE SAME BUILDING?**

8 A. No. Mr. Milner relies exclusively upon the recent decision of the United States
9 Court of Appeals for the District of Columbia Circuit and related argument.
10 (Milner Direct pp. 22-25.) The DC Circuit decision, however, addressed an FCC
11 rule which would apply to interconnection among CLECs with facilities located
12 in BellSouth's collocation space. (Milner Direct p. 22, lines 1-3; p. 24, lines 8-19
13 (quoting the DC Circuit opinion).) As I explained in my direct testimony, when
14 AT&T and BellSouth own space in the same building under a condominium
15 arrangement, AT&T's equipment is not situated in BellSouth's collocation space.
16 Mr. Milner acknowledges that AT&T's part of the building is not part of the
17 BellSouth premises. (Milner Direct p. 22, lines 13-14.) Therefore, the DC Circuit
18 opinion upon which Mr. Milner bases his argument is irrelevant to the issue of
19 direct interconnection from AT&T's condominium space.

20

1 **Q. DOES AT&T PROPOSE A NEW FORM OF INTERCONNECTION THAT**
2 **EXPANDS THE DEFINITION OF PREMISES?**

3 A. No. Mr. Milner claims that AT&T's proposal inappropriately expands the
4 definition of BellSouth's premises and requests a new form of interconnection.
5 (Milner Direct p. 22, lines 2-4, 15.) AT&T, however, does not contend that its
6 condominium facilities are in BellSouth's collocation space. Moreover, the form
7 of interconnection AT&T requests is direct interconnection, which is hardly a
8 novel concept, since the Act provides for direct interconnection.

9
10 **Q. PLEASE SUMMARIZE AT&T'S POSITION ON DIRECT**
11 **INTERCONNECTION BETWEEN AT&T FACILITIES AND**
12 **BELLSOUTH FACILITIES LOCATED IN A CONDOMINIUM**
13 **ARRANGEMENT.**

14 A. AT&T's position is that (1) the Act provides for direct interconnection; (2)
15 allowing AT&T to interconnect directly to BellSouth facilities in the
16 condominium context furthers the Act's and the FCC's stated policies of
17 enhancing efficiency through reduction of costs and delays, promoting
18 competition, and preserving precious collocation space; and (3) the DC Circuit
19 opinion does not prohibit direct interconnection.

20
21 **Q. IS AT&T REQUESTING MORE FAVORABLE TREATMENT THAN**
22 **WHAT OTHER CLECS RECEIVE?**

23 A. No. Direct connection is a pro-competitive and efficient method of
24 interconnection between tenants in condominium arrangements and would benefit
25 all CLECs as well as the public. Direct interconnection would eliminate the need

1 for building redundant AT&T facilities to be situated in BellSouth's collocation
2 space. The elimination of duplicative facilities enhances efficiency. Moreover,
3 AT&T's use of its own space would reduce demand for scarce collocation space,
4 allowing access to collocation space for CLECs that might otherwise be excluded
5 or limited. Finally, this arrangement allows for a shorter interconnection interval
6 than collocation and would bring about competition in the affected areas more
7 quickly.

8 This Commission has authority to establish guidelines for collocation.
9 Section 251(d)(3) of the Act recognizes the states' authority to issue orders
10 consistent with the Act, to encourage competition, and to ensure fairness. The
11 Commission should advance the purposes of the Act and require BellSouth to
12 allow AT&T to cross-connect directly to BellSouth facilities in the same building.

13
14 **Q. WHY SHOULD THIS COMMISSION REQUIRE BELL SOUTH TO**
15 **ALLOW AT&T TO CROSS-CONNECT TO OTHER CLECS'**
16 **FACILITIES IN COLLOCATION SPACE?**

17 **A.** Even though the FCC Rules may not currently require BellSouth to provide cross-
18 connects for AT&T to interconnect facilities in its condominium space with the
19 facilities of other CLECs located in collocation space on BellSouth's premises in
20 the same building, this Commission has the authority to require BellSouth to
21 allow such an arrangement. Cross-connection between a tenant and collocated
22 CLECs will improve efficiency and help to maximize the potential of collocated
23 equipment.

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**ISSUE 26: WHETHER THE CRIMINAL BACKGROUND CHECK
REQUIREMENT THAT BELLSOUTH SEEKS TO IMPOSE ON AT&T'S
EMPLOYEES OR AGENTS SEEKING ACCESS TO COLLOCATED SPACE IN
BELLSOUTH PREMISES IS APPROPRIATE.**

**Q. MR. MILNER INDICATES THAT BACKGROUND SECURITY CHECKS
ARE REASONABLE PUBLIC SAFETY REQUIREMENTS TO PROTECT
THE INTEGRITY AND RELIABILITY OF BELLSOUTH'S NETWORK.
DO YOU AGREE?**

A. No. BellSouth's requirement is excessive. AT&T has agreed to reasonable steps to ensure the safety of BellSouth's property. AT&T has assured BellSouth that any AT&T representatives accessing collocation space will be bonded, and the parties have agreed to liability and indemnification language in Section 10 of the General Terms and Conditions that covers BellSouth in the event of any damage from activities of an AT&T employee or agent.

Q. HAS AT&T ATTEMPTED TO MEET BELLSOUTH'S DEMANDS?

A. AT&T has attempted to meet BellSouth's demands by offering to perform criminal background checks on employees who have been working for AT&T for less than two years. BellSouth rejected AT&T's offer.

1 **Q. HAS BELL SOUTH ESTABLISHED THAT BACKGROUND SECURITY**
2 **CHECKS WOULD BE EFFECTIVE IN DEALING WITH THE ALLEGED**
3 **PROBLEM?**

4 A. No. In fact, BellSouth has not even established that a problem exists. BellSouth
5 twice repeats its bald assertion that “[a] simple reading of today’s newspaper
6 headlines” supports its demands. (Milner Direct p. 28, lines 5-6; p. 30, line 10.)
7 However, AT&T’s review of last year’s headlines from several major newspapers
8 in the Southeastern United States fails to disclose a single episode of intentional
9 destruction of BellSouth facilities attributed to an employee or agent of a CLEC.
10 AT&T believes that such an incident has never occurred. Indeed, BellSouth
11 admitted in discovery that AT&T employees have had access to collocation space
12 in BellSouth facilities for several years without any incident involving intentional
13 damage to BellSouth’s network. BellSouth’s insistence on extreme and invasive
14 security measures to address a phantom problem is unreasonable.

15 Moreover, BellSouth has provided no data to support its contention that
16 “the criminal background check proposed by BellSouth [is] effective in limiting
17 or restricting a worker from harming or damaging property.” (Milner Direct
18 p. 29, lines 19-23.) According to the FCC’s *Advanced Services Order*, FCC 99-
19 48 ¶ 48, reasonable arrangements include security cameras, restricted access and
20 other monitoring systems. The BellSouth facilities that contain collocation space
21 to which AT&T representatives need access are already equipped with some or all
22 of these reasonable security measures. There is no indication that requiring

1 criminal background checks will measurably improve security. Thus, BellSouth's
2 request is completely unjustified.

3
4 **Q. ARE MR. MILNER'S ADDITIONAL REQUIREMENTS WARRANTED?**

5 A. No. Mr. Milner would have the Commission prohibit AT&T from knowingly
6 assigning to BellSouth's premises any individual who is a former employee or
7 contractor of BellSouth and whose employment or access was terminated for a
8 criminal offense. (Milner Direct p. 27, lines 6-16.) However, as with the
9 background security check demand, Mr. Milner invites the Commission's
10 intervention without establishing the existence of a problem. Mr. Milner fails to
11 describe a single adverse event associated with the conduct he advocates
12 prohibiting. In fact, Mr. Milner does not even allege that AT&T engages in that
13 conduct. If there is a problem related to BellSouth's former employees and
14 contractors, BellSouth should provide data establishing its magnitude. Unless and
15 until it does so, this Commission should not expend resources on devising a
16 remedy.

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

19 A. Yes.