

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
2 DOCKET NO. 000731-TP
3

In re: Petition by AT&T Communications
4 of the Southern States, Inc., d/b/a AT&T for
arbitration of certain terms and conditions
5 of a proposed agreement with BellSouth
Communications, Inc., pursuant to
6 47 U.S.C. Section 252

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7  
8 DEPOSITION OF  
9 W. KEITH MILNER

10  
11 January 26, 2001

12  
13 9:15 a.m.

14  
15 1200 Peachtree Street, N.E.

16  
17 Atlanta, Georgia

18  
19 Sharon A. Gabrielli, CCR-B-2002  
20  
21  
22  
23  
24  
25

1 APPEARANCES OF COUNSEL

2 On behalf of AT&T:

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8 .

9 On behalf of BellSouth Telecommunications, Inc.:

10 R. DOUGLAS LACKEY, ESQ.

11 BellSouth Telecommunications, Inc.

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15 .

16 On behalf of the Florida Public Service Commission (Via  
17 Telephone):

18 LENNIE FULWOOD, ESQ.

19 .

20 On behalf of AT&T (Via Telephone):

21 RHONDA MERRITT, ATTORNEY AT LAW

22 .

23 Also Present:

24 Ron Mills

25 Jay Bradbury

1                           Deposition of W. Keith Milner

2                                           January 26, 2001

3                   W. KEITH MILNER, having been first  
4   duly sworn, was deposed and testified as  
5   follows:

6                   EXAMINATION

7                   BY-MS.RULE:

8                   Q.       Can you please state your name and  
9   business address?

10                  A.       Yes.  Me name is W. Keith Milner,  
11   M-I-L-N-E-R.  And my business address is 675  
12   West Peachtree Street, Atlanta, Georgia.

13                  Q.       What does the W stand for?

14                  A.       It's my mother's maiden name,  
15   which is Warren.

16                  Q.       I just always kind of wondered  
17   that.  And you're testifying in the AT&T  
18   arbitration in Florida on issues 23 and 25,  
19   are you not?

20                  A.       I believe that's correct.  Yes.

21                  Q.       Okay.  And those are customized  
22   routing issues, generally speaking, correct?

23                  A.       Yes.

24                  Q.       If I look at your testimony on  
25   page 62 of your direct --

1           A.       Okay.

2           Q.       -- beginning on line 20, there is  
3 a question about whether BellSouth has  
4 provided sufficient information such as  
5 ordering instructions and supporting  
6 documentation for each of the customized  
7 routing options that BellSouth will provide?

8           A.       Right.

9           Q.       And your answer is that BellSouth  
10 has provided proposed contract language. When  
11 was that contract language first proposed,  
12 approximately?

13          A.       I'm not sure when it was first  
14 proposed. I know that some change language  
15 was provided in the last several months. I'm  
16 trying to recall the exact date. We were --  
17 it was shortly before the hearing in this  
18 arbitration case in Georgia.

19          Q.       How many versions of contract  
20 language has BellSouth provided AT&T?

21          A.       I don't know. I don't follow  
22 that part very closely, but at least that  
23 one. That's the one that I'm familiar with.

24          Q.       Okay. Do you know whether more  
25 than one version has been provided?



1 A. I don't know.

2 Q. Are you familiar with the details  
3 of the contract language that was provided?

4 A. I saw a copy of it already, yes.

5 Q. So if there is more than one  
6 version of contract language out there, to  
7 which version does your testimony refer on  
8 pages 62 and 63?

9 A. It refers to the version that I  
10 read that was provided to AT&T, as I say,  
11 sometime shortly before the hearing in this  
12 case in Georgia.

13 Q. And that was August?

14 A. No. Later than that. October.

15 Q. October. It was October?

16 A. October, I believe.

17 Q. So you're not familiar with any  
18 language that was proposed after that?

19 A. After that, no.

20 Q. Okay. And turning to the bottom  
21 of page 63, there is a question whether  
22 BellSouth has an obligation that its  
23 customized routing architecture must be fully  
24 implemented and available in every end office  
25 where technically feasible. And your answer

1 explains from your point view that it  
2 wouldn't be wise for BellSouth to spend money  
3 to equip each and every one of its end  
4 offices for customized routing.

5 What does equipping an end office  
6 for customized routing entail?

7 A. Well, it depends on which method  
8 of customized routing we are referring to.  
9 So let me highlight the work required. And  
10 then to the extent we need to, we'll get  
11 into the details.

12 In the case of the so-called line  
13 class code method, there is actually -- most  
14 of the work is done at the end office level.  
15 And with that method, as far as equipping the  
16 central offices, there are routing tables and  
17 translations that have to be created within  
18 the switch itself.

19 There is also some work that has  
20 to be done in the ordering systems to accept  
21 orders for individual customers. So there is  
22 really two levels of work that has to be  
23 done. One that equips the capability in the  
24 first place for some number of offices that  
25 AT&T might want customized routing in.

1           And then there is also work to  
2           prepare the ordering system such that once  
3           orders start to flow for individual customers,  
4           that those orders will be treated  
5           appropriately.

6           So here I'm drawing a distinction  
7           between generally offering a functionality,  
8           such as customized routing, which we do, with  
9           implementing that functionality upon request  
10          from AT&T or another CLEC.

11          For the advanced intelligent  
12          network version, there is work to be done in  
13          two places within the network in addition to  
14          the ordering process that would need to be  
15          attended to.

16          First of all, there are  
17          translations again at the end office level,  
18          again using these things called line class  
19          codes but a very minimal set of line class  
20          codes. And there is also work to be done at  
21          what we call our advanced intelligent network  
22          hub to implement the proper translations in  
23          that hub such that when database lookups are  
24          done, they are done appropriately and that  
25          the routing flows as it should.

1           Q.       The AIN hub, is that a tandem  
2           switch?

3           A.       It behaves as a tandem switch.  
4           It is the point at which the call is  
5           received from an end office. And then the  
6           database is queried to determine -- let's use  
7           AT&T as an example. The database is queried  
8           to determine AT&T's preference for how a call  
9           from that customer should be routed. And  
10          then it sends that call forward from there.  
11          So yes, it behaves as an aggregation point  
12          similar to a tandem, but it also does the  
13          database lookup.

14          Q.       Okay. You need to help me out on  
15          what you mean by behaves like a tandem.  
16          What is the piece of equipment?

17          A.       What is the piece of equipment?

18          Q.       Yes, that's behaving like a  
19          tandem.

20          A.       Well, it has much of the same  
21          functionality of the tandem. It doesn't have  
22          all of the functionality of what we call a  
23          traditional tandem. It doesn't do AMA  
24          recording. It doesn't offer access to  
25          directory assistance platforms directly.

1 There are a lot of things that traditional  
2 tandems do that the AIN hub does not do.  
3 It's a tandem but it's a more specialized  
4 tandem.

5 Q. Is that because it simply doesn't  
6 have the technological ability or it hasn't  
7 been programmed in that fashion?

8 A. It doesn't have the need for all  
9 those functions, in that its reason for being  
10 in the processing of the call is to do that  
11 database lookup and route that call  
12 appropriately.

13 There are other tandems in the  
14 network, local tandems, access tandems and  
15 such, E-911 tandems that also have specialized  
16 functions.

17 Q. Okay. I understand that part, but  
18 I still don't understand is it it does not  
19 have the capability, the technological  
20 capability of doing the other functions or it  
21 simply has not been programmed because it's  
22 not needed for those other functions?

23 A. It has not been programmed because  
24 it is not needed for those other functions.

25 Q. Is it a physically different

1 switch from the local tandem that serves the  
2 same area?

3 A. Yes, it is.

4 Q. Always?

5 A. When you say "always," we've not  
6 deployed these because we are going to deploy  
7 them upon request. At the time that we get  
8 requests from AT&T or other CLECs, we'll make  
9 a decision as to whether they use an existing  
10 tandem or another tandem. And that will be  
11 a functionality of how much capacity there is  
12 and then how much of the capability that we  
13 need for this function is already there,  
14 things of this nature.

15 MR. LACKEY: Let's find out who  
16 joined us, if you don't mind. Who joined  
17 us, please?

18 MS. MERRITT: Rhonda Merritt of  
19 AT&T in Tallahassee.

20 MR. LACKEY: Sorry.

21 Q. (By Ms. Rule) So if I understand  
22 you correctly, what you said is that  
23 BellSouth may deploy an entirely different  
24 piece of equipment to use as the AIN hub or  
25 depending on its network needs may use an

1 existing piece of equipment that's already  
2 functioning as a tandem switch?

3 A. Yes, that's right.

4 Q. Okay. I understand. Another  
5 question, could you repeat what you said  
6 about it not having the ability to route to  
7 the DA or directory assistance platform?

8 A. It does not route to the same  
9 platform in most cases as BellSouth would  
10 send its traffic. So by that I mean that it  
11 would not necessarily send calls to  
12 BellSouth's directory assistance platform.  
13 Instead it would send calls -- if AT&T  
14 chooses for those calls to be sent to its  
15 own platform, it would send those calls to  
16 AT&T's choice rather than BellSouth's choice.

17 Q. And would it be because BellSouth  
18 had programmed it that way?

19 A. Well, it would be because  
20 BellSouth had programmed it that way in  
21 response to AT&T's request that they wanted  
22 it that way.

23 Q. So it could be programmed to go  
24 to either BellSouth's platform or a  
25 third-party platform?

1           A.       Certainly.

2           Q.       Turning over to pages 65 and 66,  
3 on page 65, beginning at line 5, you have a  
4 discussion of BellSouth's opinion of what AT&T  
5 is requesting, correct?

6           A.       Yes.

7           Q.       Okay. And on line 8, it says  
8 "BellSouth believes that AT&T is asking  
9 BellSouth to create a situation where AT&T,  
10 too, can have a default for its customers."  
11 I'm not clear where that came from. Is that  
12 found somewhere in AT&T's testimony in this  
13 case?

14          A.       No. That's my reading of Mr.  
15 Bradbury's testimony in this case. I don't  
16 think he used those specific words, but I  
17 think that's what he means, that just as --  
18 just as BellSouth has a default routing plan,  
19 choice of routing for its own customers, that  
20 AT&T, too, wants a plan where it need not  
21 specify on each of its orders to BellSouth  
22 what its choice is, but rather to have some  
23 default choice that we would know to program  
24 to unless AT&T instructed us otherwise.

25          Q.       So you're referring to BellSouth's



1 default as a choice for its routing, correct?

2 A. Yes. For example, BellSouth's  
3 choice is that directory assistance calls from  
4 BellSouth's customers go to BellSouth's  
5 directory assistance operators. Likewise, I  
6 think AT&T wants a default choice that absent  
7 some other instruction says when you get a  
8 call from an AT&T customer handled by a  
9 BellSouth switch, we would like that call to  
10 be handled in this process; whether that's to  
11 BellSouth's platform on an unbranded basis or  
12 to AT&T's platform or to a third-party  
13 platform, that would be AT&T's choice. But  
14 my reading of Mr. Bradbury's testimony is  
15 that that's what they want to have happen  
16 unless they instruct us otherwise.

17 Q. And BellSouth agrees that so long  
18 as the region for that choice was to  
19 BellSouth's liking that would be an okay  
20 thing to do, correct?

21 A. That's not the only possibility,  
22 but, yes, that is okay with us.

23 Q. On the next page, page 66, you  
24 discuss the FCC's Louisiana 2 order,  
25 specifically you mention paragraph 224. And

1           you've got a sentence underlined here. It  
2           starts out, "If, however, a competitive LEC  
3           has more than one set of routing instructions  
4           for its customers, it seems reasonable and  
5           necessary for BellSouth to require the  
6           competitive LEC to include in its order an  
7           indicator that will inform BellSouth which  
8           selective routing pattern to use."

9           If I understand you correctly,  
10          you're saying that indicator must be the line  
11          class code; is that correct?

12          A.       No, that's not what I'm saying.  
13          That the -- let me explain further. Line  
14          class codes are just the software instructions  
15          within the switch that informs the switch how  
16          to route a certain call based on things such  
17          as the class of service of the end user  
18          customer plus what digits that customer  
19          dialed. Line class codes may serve different  
20          classes of service and, in fact, may be  
21          invoked by dialing different patterns. So the  
22          distinction is not to what line class code it  
23          is assigned, but rather what is AT&T's desire  
24          for how calls are to be handled.

25                 We need not to have instructions

1 as to which particular line class code should  
2 be used if AT&T has a single plan for its  
3 customers.

4 Q. Okay. But going back to the  
5 sentence you've underlined, we are talking  
6 about where a competitive LEC has more than  
7 one set of routing instructions. In that  
8 case, if there is more than one set, if I  
9 understand you correctly, you said that no  
10 problem about one set; you just order one set  
11 and they all go to the someplace. But if  
12 you've got more than one set, you need an  
13 indicator. What would that indicator be?

14 A. The indicator would be something  
15 on AT&T's order to BellSouth that says which  
16 of those sets to use.

17 Q. Now, could it say, for example,  
18 set A versus set B?

19 A. It could be used -- it could be  
20 something close to that. It could be an  
21 indication that says use the default, or  
22 absent the default, handle it in this  
23 fashion.

24 Q. Okay. And when AT&T got right  
25 down to the point of filling in the field on

1 the order that said handle it in this  
2 fashion, what information would BellSouth  
3 expect to see in that field?

4 A. In that case, we would be using  
5 -- under the line class code method, we would  
6 expect that AT&T would specify the line class  
7 code that it wanted used on that particular  
8 order for that particular customer.

9 Q. Now, line class codes are not the  
10 same for every BellSouth end office, are  
11 they?

12 A. I think what you're asking me is  
13 the same line class code number used in all  
14 central offices to connote the same thing --

15 Q. That's a better way to say it.

16 A. -- and to cause the desired  
17 routing outcome. No, they are not the same.

18 Q. How does BellSouth know what code  
19 means what in each end office?

20 A. We have a mechanized system that  
21 keeps track of that. And so since we only  
22 use one -- we only have one routing  
23 preference, that is, to use our own  
24 operators, then it's pretty straightforward  
25 for us to develop a method that looks at the

1 class of service and determine how -- and  
2 call restrictions such as whether certain  
3 calls are blocked or not to determine what  
4 line class code in a certain central office  
5 should be used.

6 Q. So if I pick that up correctly,  
7 what you're saying is when BellSouth wants  
8 to, I guess, instruct that calls be routed to  
9 its default OS/DA plan, that BellSouth's  
10 systems look up a set of tables and determine  
11 what the individual code is for each end  
12 office to accomplish that routing. Did I get  
13 it right?

14 A. Yes, that's right so far.

15 Q. Okay. But line class codes are  
16 used for lots of other things in addition to  
17 OS/DA routing, right?

18 A. That's correct.

19 Q. And, in fact, BellSouth's systems  
20 would have to do pretty much the same thing  
21 every time. And if you want to use a line  
22 class code for something, since the actual  
23 code itself may differ from end offices,  
24 wouldn't you have to look in your tables each  
25 time to see end office A line class code,

1 end office B, and assign it correctly?

2 A. No, because our ordering process  
3 does not require that. In other words, we  
4 don't have to determine the line class code  
5 as part of the service rep receiving the call  
6 from an end user. Again, we only have one  
7 set of routing instructions. Therefore, there  
8 is a lot of that discrimination work of  
9 figuring out how to route a certain call from  
10 a certain customer that we don't have to do  
11 for ourselves.

12 However, if we decided we have  
13 different routing for different customers of  
14 the same class of service and otherwise  
15 similarly situated, then we would have to do  
16 what you're suggesting; that is, to look up  
17 the right line class code to be assigned on  
18 a certain order.

19 Q. What else are line class codes  
20 used for?

21 A. Well, line class codes are used in  
22 general for routing all types of calls, not  
23 only operator services and directory  
24 assistance calls.

25 Q. Let's go back to my prior

1 question, because what I was trying to ask  
2 you is for line class code usage other than  
3 OS/DA routing.

4 A. Okay.

5 Q. Wouldn't you have to do that kind  
6 of database or table lookup to find the  
7 correct line class code for a particular end  
8 office? I think I understood you to say  
9 that for OS/DA routing, no, because it's all  
10 the same. It's done once and it's taken  
11 care of?

12 A. That's right.

13 Q. But what about the use of line  
14 class codes for purposes other than OS/DA  
15 routing?

16 A. Okay. Now, what's your question?

17 Q. Wouldn't you have to do -- or  
18 wouldn't BellSouth's system have to do a  
19 table lookup each time?

20 A. I don't know that it would have  
21 to do a table lookup each time. For  
22 example, if we are adding another customer  
23 that is just a single party residential  
24 service, one FR, let's use the shorthand, the  
25 routing tables for how to treat one party

1 flat rate residential customers are already  
2 built into our switches. So there is not  
3 new assignments to be made. As soon as we  
4 assign --

5 MR. LACKEY: We are not doing any  
6 more depos at your place. We're going to  
7 mine.

8 MS. RULE: Let the record reflect  
9 Mr. Lackey is unhappy with AT&T's facilities.

10 (Whereupon, a discussion ensued off  
11 the record.)

12 MS. RULE: Perhaps you could read  
13 back where Mr. Milner left off.

14 (Whereupon, the record was read by  
15 the court reporter as follows:

16 Answer: I don't know that it  
17 would have to do a table lookup each time.  
18 For example, if we are adding another  
19 customer that is just a single party  
20 residential service, one FR, let's use the  
21 shorthand, the routing tables for how to  
22 treat one party flat rate residential  
23 customers are already built into our switches.  
24 So there is not new assignments to be made.  
25 As soon as we assign --)



1 THE WITNESS: As soon as we  
2 assign that customer to that class of  
3 service, then they would just use the line  
4 class codes that have already been established  
5 and would use the routing tables that result  
6 from those assignments without any further  
7 work.

8 Q. (By Ms. Rule) The line class  
9 code for one FR wouldn't be the same in  
10 every end office, would it?

11 A. No, and that's the information  
12 that's kept in these mechanized databases.

13 Q. So if BellSouth then has a  
14 mechanized database, it can use that  
15 mechanized database to determine for one FR,  
16 I guess, what the code number is in each end  
17 office to accomplish one FR. Have I got  
18 that right?

19 A. Yes, because the alternative is to  
20 have people do that, you know, work at the  
21 time that they create all those different  
22 routing tables. So instead of keeping track  
23 of that manually, we just put it into a  
24 database.

25 Q. And when your customer service rep

1 is indicating one FR on an order, so they  
2 just do that the same way on every order.  
3 It doesn't matter what end office it's going  
4 to go to, they use a single indicator?

5 A. That's right.

6 Q. Okay. And if I understand your  
7 testimony correctly, BellSouth is capable of  
8 picking one single indicator that AT&T could  
9 use for what you've called a default routing  
10 plan?

11 A. Yes. And I understand we've  
12 already done that, yes.

13 Q. And if we wanted two sets of  
14 default routing plans to choose between,  
15 BellSouth is capable of having two separate  
16 indicators, correct?

17 A. No. We have not done that for  
18 ourselves. We don't have mechanized processes  
19 that make routing decisions dependent on class  
20 of service. And by that I mean, all of our  
21 customers' calls to operator services or  
22 directory assistance go to BellSouth's  
23 platform. We do not have a way that I'm  
24 aware of other than handling it manually to  
25 make it situational that -- let's say you and

1           you are both BellSouth's customers, we both  
2           have the same class of service, but for some  
3           reason you want your calls routed to AT&T's  
4           platform instead of BellSouth's platform.  
5           We've not done that. That would take manual  
6           intervention. It would ultimately be routed  
7           differently than -- your calls would be  
8           routed differently from mine and we would be  
9           using different line class codes in the  
10          switch to accomplish that.

11          Q.          That was not my question. Let's  
12          back up. Let me ask you another one first.  
13          Are you saying BellSouth is not capable of  
14          accepting a single indicator, for example,  
15          OS/DA routing to BellSouth's unbranded  
16          platform?

17          A.          From whose customers?

18          Q.          AT&T's.

19          A.          I didn't say that. We were  
20          talking about -- you were asking me about  
21          BellSouth's customers and how BellSouth's  
22          customers would be treated. You didn't --  
23          you were not asking about how BellSouth would  
24          treat AT&T's customers.

25          Q.          I don't think I did, but let's

1           move on from that.  If AT&T said we want our  
2           calls, our OS/DA calls routed to BellSouth's  
3           unbranded platform, and we would like to do  
4           it for the State of Florida, is BellSouth  
5           capable, are their systems capable, not  
6           currently programmed but capable of accepting  
7           a single indicator for that instruction?

8           A.       Yes.

9           Q.       And if AT&T then said and in  
10          Georgia, we would like the calls routed to an  
11          AT&T platform, is BellSouth's system capable  
12          of taking a single indicator for that  
13          routing?

14          A.       Yes.

15          Q.       So those two single indicators  
16          could exist at the same time in BellSouth's  
17          system, correct?

18          A.       Yes, by state.  What we -- as we  
19          were discussing here on page 66 of my  
20          testimony, our rating of the FCC's order  
21          implies to me at least that what the FCC was  
22          referring to as a single plan was a single  
23          plan that covered all of BellSouth's region,  
24          all nine states.  We are willing to volunteer  
25          that AT&T's choice of routing plan may be on

1 a state basis rather than on a region basis.

2 Q. Okay. But BellSouth is capable,  
3 if I understand you, of accepting a single  
4 code region-wide to route to BellSouth's  
5 unbranded platform?

6 A. Yes.

7 Q. And it's also capable of accepting  
8 a single code region-wide for routing to  
9 AT&T's platform, correct?

10 A. That's also correct.

11 Q. And both of those single codes  
12 could exist at the same time, could they not?

13 A. I'm not following your question.

14 Q. Well, let's go back to the FCC  
15 order, maybe that will help. You've quoted  
16 from paragraph 224, and I've provided you  
17 with a copy of that. And you stop short of  
18 the last sentence in that paragraph. I think  
19 you've included the entire paragraph in here  
20 except that last sentence. And the last  
21 sentence, after saying that, "If a competitive  
22 LEC has more than one set of routing  
23 instructions, it seems reasonable and  
24 necessary to require an indicator."

25 And the next sentence says,

1 "BellSouth should not require a competitive  
2 LEC to provide actual line class codes which  
3 may differ from switch to switch if BellSouth  
4 is capable of accepting a single code  
5 region-wide."

6 If I understand you, you just told  
7 me that BellSouth is capable of accepting a  
8 single code region-wide for both the options  
9 I mentioned; BellSouth unbranded platform and  
10 AT&T OS/DA platform, correct?

11 A. But that's not one plan. That's  
12 two routing plans.

13 Q. Well, let's go back to that. Is  
14 BellSouth capable of accepting a single code  
15 region-wide for each plan?

16 MR. LACKEY: You're asking the  
17 same question over and over again.

18 MS. RULE: I'm not certainly  
19 getting the same answer.

20 MR. LACKEY: Yes, you are, and  
21 I'm getting tired of it.

22 MS. RULE: Let's go off the  
23 record.

24 (Whereupon, a discussion ensued off  
25 the record.)

1 Q. (By Ms. Rule) If I understand  
2 you correctly, you're saying if an ALEC wants  
3 two different region-wide sets of  
4 instructions, you will accept an indicator on  
5 one of them, but you're going to require the  
6 ALEC to provide the actual line class codes  
7 on the other one; is that correct?

8 A. That's right, with the first being  
9 the ALEC's choice or default, as I've used  
10 the phrase, of their routing choice. And the  
11 second being their exception choice for  
12 routing.

13 Q. Okay. And is that because  
14 BellSouth cannot accept a single indicator or  
15 does not does not believe it has to?

16 A. Both.

17 Q. Okay. In what way could -- I  
18 believe you just told me BellSouth could  
19 accept a single indicator for each of the  
20 options. So in what way can BellSouth not  
21 do that?

22 A. Okay. Well, let's go through it  
23 again. You asked me about various states.  
24 So first of all, let's stay at the region  
25 level, meaning all nine states. If AT&T has

1 a default routing choice, let's say that that  
2 routing choice is to send their calls to  
3 BellSouth's platform on an unbranded basis,  
4 then BellSouth can program its switches and  
5 program its ordering capability to accommodate  
6 that.

7 If AT&T chooses not to use that  
8 default, then AT&T must instruct us of what  
9 their choice is. And we've said that the  
10 way that they should do that is by specifying  
11 the line class code that they want used on  
12 that particular order.

13 Q. Okay. Now, in terms of specifying  
14 the line class code, what is it about  
15 BellSouth's systems that's incapable of  
16 setting up two indicators as opposed to one  
17 indicator and then another just go find the  
18 line class code system?

19 A. It deals with the amount of work  
20 that's done in BellSouth's ordering systems to  
21 be able to recognize two things: first of  
22 all, AT&T's choice of routing, that is, to an  
23 unbranded platform or to its own platform or  
24 to whoever's platform, and then to properly  
25 associate the right line class code with that



1 order.

2 We can do that. It's not  
3 burdensome to do that on a region-wide basis,  
4 but it is burdensome to do that on a  
5 choice-by-choice basis, office-by-office basis.

6 Q. Okay. So the objection is that  
7 it's burdensome to do; is that correct?

8 A. Yes.

9 MR. LACKEY: Let's see who joined  
10 us, please. Who just joined us?

11 MR. FULWOOD: This is Lennie  
12 Fulwood with the Public Commission Staff, with  
13 the Florida Public Service Commission.

14 Q. (By Ms. Rule) I want to make  
15 sure I understand what you mean by  
16 burdensome. It seems to me what you're  
17 saying is there are two parts to this. The  
18 first is the what I would call the ordering  
19 process where you have to figure out what  
20 indicator means what end result. And the  
21 second part is a programming part where you  
22 have to actually go in and figure out if I  
23 want to accomplish the end result we've just  
24 decided upon, where do I have to go and  
25 which switch to get the line class code to

1 make it come up on that end.

2 I know I'm not being very clear,  
3 but I would like you to help me out and  
4 figure where it is that the burden comes.  
5 Because it seems to me there is already a  
6 set of tables that tells BellSouth exactly  
7 which line class code goes where in every end  
8 office, so that doesn't appear to be  
9 burdensome.

10 A. That is not the burden I'm  
11 referring to. I'm referring to the burden in  
12 the ordering process of trying to discriminate  
13 upon receipt of an order which particular  
14 line code to use to fulfill that order. We  
15 are able to do that once and we've done  
16 that. What we are not -- what is  
17 burdensome, though, is to try to maintain  
18 four or five different versions of the  
19 ordering scenario, such that as we process  
20 your order, we can sort of or somehow  
21 determine what you want done for a given  
22 customer.

23 So it's burdensome from the  
24 ordering process. I'm presuming that AT&T  
25 had already ordered and we had programmed the

1 line class codes for all of its options  
2 sometime before its first order for a  
3 specific end user customer came across the  
4 bridge to us.

5 So there is two sets of work, as  
6 I mentioned earlier. There is the actual  
7 creation of the line class codes in the end  
8 office switch. AT&T asks for, you know --  
9 or asks BellSouth to provide it certain  
10 routing options, and then we program line  
11 class codes in response to that.

12 There is also work in the ordering  
13 system to determine which line class code  
14 should be used to fulfill the given order.  
15 We are able in that process for AT&T's  
16 default choice, whatever that choice is,  
17 whether it's in BellSouth's platform or  
18 somewhere else, we can do that. What we  
19 cannot do is replicate that work four or five  
20 times in the ordering platform to make that  
21 discrimination. So that's the burden.

22 The other point that I made is  
23 that we don't feel that we have a legal  
24 obligation, in the first place, to do that if  
25 AT&T is not going to provide a single routing

1 plan for use in all of its customers.

2 Q. Okay. Going back to a statement  
3 you made about not being able -- you said  
4 you cannot replicate the process. Are you  
5 saying it's impossible to do or you don't  
6 believe you have to?

7 A. Well, with enough time and money,  
8 most things are possible, but we don't think  
9 we need to do that under the FCC's rules.  
10 We've made an accommodation, I believe,  
11 already to handle AT&T's default choice of  
12 routing. We don't believe we are obligated  
13 to spend more money developing further  
14 ordering systems to make decisions on AT&T's  
15 behalf as to how it wants calls from a  
16 certain customer routed.

17 Q. So that BellSouth is willing to do  
18 the work to assign line class codes for one  
19 ordering option but not for two ordering  
20 options?

21 A. That's correct. And we believe  
22 that's imperative of what we provide for  
23 ourselves. We don't have multiple routing  
24 choices for our own end users. A given  
25 customer by class of service and call

1 restrictions goes to one platform, and that's  
2 our platform. And we've given AT&T the same  
3 option. It can give us a default choice.  
4 We'll arrange the end offices, and we'll  
5 arrange our ordering process to accommodate  
6 that.

7 Q. Turning to your rebuttal testimony.

8 A. Okay.

9 Q. On page 26, beginning on line 20,  
10 you state, "AT&T need only place an order  
11 with BellSouth for customized routing and  
12 BellSouth will provide it," correct?

13 A. I'm sorry, the line number?

14 Q. 20.

15 A. Yes, I'm there.

16 Q. Are you aware that BellSouth or  
17 that AT&T has placed an order with BellSouth  
18 for one type of OS/DA from one office?

19 A. Yes.

20 Q. When was that done?

21 A. When was the order placed?

22 Q. Yes.

23 A. I've got some notes here I'll  
24 refer to. Let's see. I have a note that  
25 says in July that AT&T modified their request

1 to establish customized routing in our  
2 Peachtree Place central office only. I  
3 believe that was the last instruction that we  
4 got, was in the July time frame.

5 Q. That would be July 2000?

6 A. Yes, ma'am.

7 Q. And it sounds like then there was  
8 an order before that, then, that was  
9 modified?

10 A. Yes. AT&T earlier -- let me go  
11 backwards. In March of 2000, AT&T clarified  
12 the request for how they wanted the routing  
13 to be done. There may have been an earlier  
14 request than that. So at least -- well,  
15 there must be an earlier order because AT&T  
16 clarified its order in March of last year and  
17 then modified their order one more time in  
18 July of last year.

19 Q. Okay. So do you know whether  
20 that has yet been provided by BellSouth?

21 A. Yes, it has, in a couple ways.  
22 Line class codes were established in the  
23 Peachtree Place central office. That's that  
24 first level of work that's required to  
25 program specific line class codes to effect

1 the routing.

2 The second piece of work, it was  
3 to make changes to BellSouth's ordering system  
4 software was placed on November 18 of 2000.  
5 There was an error in that software load,  
6 which was fixed on January the 13th of 2001.

7 Q. And I believe you said one step  
8 was that the line class codes were  
9 established in the Peachtree Place central  
10 office. When was that?

11 A. Let me see if I have a note that  
12 shows that. I don't see a date for when  
13 those were actually put in place. It was  
14 done sometime after July of 2000.

15 Q. Okay. How long would it typically  
16 take for AT&T to place the order with  
17 BellSouth for customized routing and BellSouth  
18 to provide it?

19 A. How long would it customarily  
20 take?

21 Q. Let me strike that. You state  
22 that AT&T need only place an order and  
23 BellSouth will provide it. What's the time  
24 interval within which BellSouth will provide  
25 it?

1           A.       We have not offered a standard  
2 interval for how long this would take. The  
3 time required is based on the scope of AT&T's  
4 request. The number of central offices, the  
5 number of line class codes, questions of that  
6 nature.

7           Q.       And the request that predated the  
8 first March clarification, let's call it  
9 pre-March since -- would you accept, subject  
10 to check, that it would be February?

11          A.       That is before March, so certainly  
12 I'll accept that.

13          Q.       Okay. Let's call it February,  
14 then. That was for one central office?

15          A.       No. I believe that that was for  
16 more. My notes tell me that AT&T changed  
17 its mind somewhere along the way to limit to  
18 one central office. And I think that was  
19 what was done perhaps as late as July. My  
20 note says that AT&T modified its request for  
21 Peachtree Place central office only. So that  
22 tells me that earlier there may have been --  
23 AT&T may have considered customized routing in  
24 more than one central office.

25          Q.       And then how long did it take to



1 implement the request for one central office?

2 A. Which part? The end office part  
3 or the ordering part?

4 Q. Well, how long did it take  
5 BellSouth to provide customized routing in  
6 response to AT&T's order?

7 A. Well, the last clarification was  
8 in July. We programmed the line class codes.  
9 We updated the software to handle this  
10 default routing in November. There was a  
11 problem detected in that. It was fixed in  
12 January.

13 Q. So at a minimum, then, five  
14 months?

15 A. No. Going forward, it won't take  
16 that long because the software that we put in  
17 back in November is fixed. So in that case,  
18 AT&T would have placed its order with us  
19 sometime in July, and the software to  
20 electronically process the orders would have  
21 been in place November 18th.

22 Going forward, since that software  
23 is already available and can be easily  
24 augmented, then the controlling time for how  
25 long it takes will be how long it takes to

1 program the line class codes which is a  
2 function of how many of those AT&T orders.

3 Q. Has BellSouth done anything to  
4 demonstrate that it can make customized  
5 routing available upon ordering?

6 A. Help me with that question. I'm  
7 not sure what you --

8 Q. Well, we've talked about one  
9 example where BellSouth has made customized  
10 routing available in one central office.

11 A. Yes.

12 Q. How can AT&T be assured that  
13 BellSouth can make it available upon ordering,  
14 as you testified, across the BellSouth region?

15 A. Well, BellSouth is capable of  
16 programming line class codes upon request of  
17 AT&T. There is no problem in that part of  
18 the -- in that part of fulfilling AT&T's  
19 request. We can do that again for as many  
20 central offices that AT&T requests. We've  
21 updated our software. As I pointed out,  
22 there was a problem, we fixed it. Likewise,  
23 going forward, that should not be a problem.  
24 So, there again, we can provide electronic  
25 ordering of AT&T's request using that same

1 software.

2 Q. If I understand, the current  
3 Peachtree Place central office, the ordering  
4 capability that can be used there is good for  
5 only one type of order, isn't it?

6 A. No, that's not really accurate.  
7 You say the software is only good. AT&T  
8 requested that we put software in place for  
9 only one central office, one switch within  
10 the Peachtree Place central office. But that  
11 software can easily be used for other central  
12 offices. It's just a matter of enlarging the  
13 scope of the application of that software.

14 Q. So would you characterize the  
15 November problem as a developmental problem  
16 that probably shouldn't occur when you  
17 implement it in other end offices?

18 A. Yes, I would. The problem was a  
19 miscommunication between two of the software  
20 developers. One was a requirements developer,  
21 and the other person was actually writing the  
22 software. There are two switches in  
23 Peachtree Place. The requirements developer  
24 thought that one of the switches was the  
25 correct one to write the software for, and

1 that's how it was written. It turns out that  
2 that was wrong. The software itself worked  
3 fine. It was just programmed for the wrong  
4 central office.

5 Q. So then it shouldn't be much of a  
6 problem to take that same software and  
7 program it for other central offices, correct?

8 A. That's correct, yes.

9 Q. Do you know whether AT&T has  
10 placed orders in that central office?

11 A. After January 13 or before?

12 Q. After November.

13 A. After November, I understand that  
14 it did, and that that was one of the ways we  
15 found out there was a problem in the  
16 software.

17 Q. Can AT&T now place orders?

18 A. It's my understanding that they  
19 can, yes.

20 Q. Who is Cheryl Richardson?

21 A. I don't recall the name.

22 Q. Okay. Are you aware that  
23 BellSouth has required AT&T to execute a test  
24 agreement before it can execute orders in the  
25 Peachtree Place central office?

1           A.       I'm not aware of that. I'm not  
2 surprised by that. The Peachtree Place  
3 central office tests are -- I believe you're  
4 referring to what's been called the Georgia  
5 1,000 test. It has a lot of different  
6 facets, so I'm not surprised that there is a  
7 formal agreement around that test.

8           Q.       You also discuss some AIN  
9 arrangements or AIN solution that BellSouth  
10 has proposed. Can you tell me how many AIN,  
11 working AIN routing arrangements are in  
12 service today in your region?

13          A.       Well, there are a lot of AIN  
14 routing arrangements. If you mean how many  
15 customers are using AIN for customized  
16 routing, then the answer is none. But AIN is  
17 a robust platform that has lots of  
18 applications running on it right at this  
19 moment.

20          Q.       Are there any working line class  
21 code, OS/DA customized routing arrangements in  
22 service today?

23          A.       There are some -- there are test  
24 arrangements in place. The one closest to  
25 having real customers on it is AT&T's test

1 here in Georgia.

2 Q. And is that the Georgia 1,000 you  
3 just mentioned?

4 A. Yes.

5 Q. Are there other CLECs testing it?

6 A. Testing what?

7 Q. The line class code OS/DA routing.

8 A. Yes. We've worked with MCI, for  
9 example, MCI Worldcom in Florida and in  
10 Georgia to test the line class code method.  
11 They have also requested that we do some  
12 testing with them that would allow certain  
13 calls to be handled via Feature Group D.  
14 And all of those tests were successful.

15 MCI is not testing the so-called  
16 footprint order of platform of handling  
17 default routing plans, to my knowledge, but  
18 we have tested with them in other parts of  
19 the line class code solution.

20 Q. On page 29, your first bullet  
21 point, you discuss the use of appropriate AIN  
22 triggers for all call types rather than only  
23 a limited set of call types.

24 A. Yes.

25 Q. If an ALEC orders AIN, are all of

1 its customers calls routed using AIN?

2 A. No.

3 Q. Which ALEC customer calls would be  
4 subject to AIN routing?

5 A. Just those that need AIN  
6 functionality. For example, if AT&T chose  
7 BellSouth's AIN customized routing solution,  
8 then appropriate triggers would be established  
9 on calls where the customer dialed zero or  
10 411. There are other types of calls that  
11 also invoke the use of AIN triggers, such as  
12 calls that require database lookup for calling  
13 number display, for any number of different  
14 things.

15 Q. If you've got an OS/DA AIN routing  
16 arrangement in place, and then the customer  
17 places another call that would require AIN  
18 routing, where does that go? Does it go to  
19 the same place where the OS/DA information is  
20 kept, or does it go someplace else to get  
21 the information?

22 A. In that case, it would go  
23 somewhere else.

24 Q. Where would that be?

25 A. Well, it would not go to an AIN

1 hub. In some cases, end offices have access  
2 through some devices called signal transfer  
3 points and get to the databases directly. So  
4 it's situational.

5 Let's say that an AT&T customer  
6 who is certified by a BellSouth switch makes  
7 a long distance credit card call. In that  
8 case, the call would traverse or would go  
9 from BellSouth's switch up to the signal  
10 transfer point. The signal transfer point  
11 would invoke the service control point or  
12 SCP, which is the database for something  
13 called LIDB, L-I-D-B. It would pass  
14 information back about your credit card  
15 number, whether it was valid or not, and the  
16 call would progress from there.

17 That's a different routing than  
18 you would have just for an 0 minus call,  
19 where you wanted that call to go to a  
20 certain operator services platform or where  
21 the customer dialed 411 for directory  
22 assistance. So it's situational.

23 What we are talking about in terms  
24 of the AIN platform for customized routing is  
25 sending all those calls to a centralized



1 place so that the lookup is done at that hub  
2 rather than at the end office. And it is  
3 done that way for the reasons I name here on  
4 page 29.

5 Q. On page 40 of your testimony, you  
6 discuss a change request that was incorporated  
7 into release 8.0. What was your  
8 understanding of the scope of the change  
9 request?

10 A. The scope of the change request  
11 was to modify the order processing system to  
12 do a couple things. One was to develop a  
13 software generally to provide for ways of  
14 looking up the correct line class codes to  
15 use in fulfilling an ALECs order for which  
16 the ALEC wanted its default choice of routing  
17 invoked.

18 The second thing that it did was  
19 to build specific information into the  
20 ordering process for BellSouth's Peachtree  
21 Place central office.

22 Q. And it was your rebuttal testimony  
23 that that change request was -- when you say  
24 it was incorporated into release 8.0, do you  
25 mean that release 8.0 fulfilled the change

1 request?

2 A. It did, yes. On November 18 that  
3 software was installed as we had scheduled.

4 Q. Okay. I would like to hand you a  
5 copy of that change request and ask you to  
6 take a look at it.

7 A. Sure.

8 MR. LACKEY: Let me see it.

9 Q. (By Ms. Rule) Have you now had  
10 an opportunity to review that with your  
11 attorney?

12 A. Yes.

13 Q. Are you familiar with that change  
14 request?

15 A. Yes.

16 Q. And that's the one you were  
17 referring to on page 40 of your testimony?

18 A. Well, I'm referring to it  
19 generally, yes. What I just discussed in  
20 terms of what our response to this change  
21 request was in terms of the software  
22 development and allowing the association for  
23 the Peachtree Place was our implementation of  
24 this change request. This change request is  
25 not that specific. But our response to this

1 change request made those changes to the  
2 software.

3 Q. So is it your testimony that  
4 BellSouth has completely implemented that  
5 change request and done all the work to  
6 fulfill the request that was made on that  
7 form?

8 A. To the extent that it requests  
9 that we develop software, yes, we've done  
10 that. We've not implemented that software  
11 everywhere because we've not had a request to  
12 do that yet. There is work to be done both  
13 at the central office level and at the  
14 ordering process level if and when AT&T  
15 expands its request for customized routing  
16 beyond the Peachtree Place central office.

17 So we'll have to revisit that part  
18 of software and incorporate changes for other  
19 central offices. We don't know how to do  
20 that because we don't know what AT&T's choice  
21 is for anything other than Peachtree Place.  
22 But when AT&T make its choice known to us,  
23 we can expand that software and accommodate  
24 AT&T's orders in any central office in any of  
25 our states. So, yes, we've accommodated

1 AT&T's request as it's stated here on this  
2 change request form.

3 Q. My understanding of the  
4 functionality incorporated in release 8.0 was  
5 that it's only available to and applicable to  
6 AT&T only for one type of order and only in  
7 one central office; is that correct?

8 A. That is the way that we implement  
9 it because that was AT&T's instructions to  
10 us, was to implement it for request type M,  
11 which is a specific type of order. And  
12 further they clarified that to mean that they  
13 only wanted that in the Peachtree Place  
14 central office. If AT&T desires to expand  
15 beyond that, we'll be happy to do that. The  
16 software itself that figures out how to  
17 assign line class codes is done. It's in  
18 place. And it's just a matter of expanding  
19 the use of that software to other central  
20 offices.

21 Q. I've got to take you back one  
22 more place to your direct, and then I think  
23 we are done.

24 A. Okay. All right.

25 Q. Take a look on page 60.

1           A.       Okay.  I'm there.

2           Q.       You beat me there.  And on page  
3           60, the first five lines, you discuss AIN  
4           trials.  And you specifically mention one  
5           that was successfully completed in August  
6           1999.  Who participated in that trial?

7           A.       BellSouth invited all CLECs to  
8           participate in that.  And all CLECs declined  
9           that.  So BellSouth did its own technical  
10          trial in that time frame.

11          Q.       Were there any auditors involved  
12          in the trial?

13          A.       Do you mean auditors outside of  
14          BellSouth?

15          Q.       Internal or external.

16          A.       No.  There were subject matter  
17          experts who audited the processing of orders,  
18          but our internal audits group did not  
19          participate.

20          Q.       Was there any published, internally  
21          or externally published report detailing the  
22          trial?

23          A.       I doubt there was anything  
24          externally published.  I don't recall that  
25          there was.  I saw -- I don't know if I

1 would characterize them as reports, but I saw  
2 progress reports from the trial, you know, at  
3 that time, yes.

4 Q. And a little farther down on page  
5 60, line 11, you mention that BellSouth  
6 completed end-to-end testing of the AIN  
7 service management system enhancements; is  
8 that correct?

9 A. Yes.

10 Q. Who participated in that test?

11 A. This would be the product managers  
12 and the project managers and the software  
13 developers who were involved in this  
14 enhancement to our service management system.

15 In other words, these were  
16 BellSouth employees who had developed this  
17 functionality and then looked at it from all  
18 aspects of it to see whether the orders  
19 flowed correctly, was billing done properly,  
20 all of those sorts of things.

21 Q. So that was the BellSouth internal  
22 test you were referring to?

23 A. Yes.

24 Q. And you mentioned that the test  
25 was successfully completed on June 14th, and

1           you anticipated offering the enhanced method  
2           in fourth quarter 2000. Does BellSouth now  
3           offer the enhanced method?

4           A.       Yes. If you would like to know  
5           the specific date, I'll show you the --

6           Q.       Sure.

7           A.       Unfortunately, there is not a date  
8           on this page, but I would be glad to leave  
9           it with you or show it to you.

10          Q.       Is that a carrier notification  
11          letter?

12          A.       This is an -- this is a  
13          notification that's on BellSouth's web site.  
14          And I think perhaps in my rebuttal testimony  
15          I state when that went -- let me look. I  
16          thought somewhere I named the date that that  
17          notification was placed. I'm sorry, I would  
18          have to look through here. It was -- I'm  
19          going to guess and say it was in the  
20          November time frame. But in the fourth  
21          quarter of last year we did what I said  
22          here; that is, we finished the work and we  
23          published this notification to the industry  
24          that the method was available.

25          Q.       So may we assume since your

1 testimony is dated November 15th, that if it  
2 was available in the fourth quarter, it  
3 became available sometime after November 15th?

4 A. No. I'm just saying that I don't  
5 recall the exact date that we put this  
6 message on our web site announcing it. And  
7 I don't recall if it was -- if this notice  
8 went on the web site before or after I filed  
9 my testimony.

10 Q. So when you say BellSouth  
11 anticipates offering it, you didn't know  
12 whether it was being offered or planned to be  
13 offered, but sometime in the fourth quarter  
14 you expected it to become available?

15 A. No. The work was to be completed  
16 and was completed. And this web site  
17 notification went on our web site sometime I  
18 want to say in November. I just can't  
19 recall if it was before or after the date I  
20 filed it.

21 Q. Okay. And typically would this  
22 information also be provided by a carrier  
23 notification letter?

24 A. It sometimes is. I don't recall  
25 if this was or not.



1 Q. And would the carrier notification  
2 letter usually have been close to the time  
3 that such a notice would have been posted?

4 A. It would -- yes, it should predate  
5 that. In fact, usually the carrier  
6 notification letter will just say simply that  
7 the information is on the web site and give  
8 the web address such that you could go pull  
9 it.

10 Q. If the test was concluded  
11 successfully in June, why was the enhanced  
12 method not available to carriers until the  
13 fourth quarter?

14 A. Because there was still work  
15 required to document findings of the testing,  
16 basically just finish up all the paperwork.

17 MS. RULE: Okay. Thank you very  
18 much.

19 THE WITNESS: You're quite  
20 welcome. Thank you. (Whereupon, a  
21 discussion ensued off the record.)

22 MS. RULE: I would like to  
23 identify a Deposition Exhibit number 1, change  
24 request form number ED-10209000001.

25 (WHEREUPON, Milner Exhibit-1 was

1 marked for identification and a brief recess  
2 was taken.)

3 EXAMINATION

4 BY-MR.LAMOUREUX:

5 Q. Good morning, Mr. Milner.

6 A. Good morning, Mr. Lamoureux.

7 Q. How are you?

8 A. I'm well. Thank you.

9 Q. Welcome back from Baton Rouge.

10 A. Thanks.

11 Q. I want to begin by talking about  
12 something that's in your direct testimony --

13 A. Okay.

14 Q. -- at around page 49 and 50. You  
15 have a quote from the DC circuit decision  
16 there dealing with co-location. And in  
17 particular you're discussing cross-connects?

18 A. Yes.

19 Q. Now, I want to explore a little  
20 bit what position you are taking with respect  
21 to your obligation to provide cross-connects  
22 to CLECs.

23 A. Okay.

24 Q. Is it BellSouth's position that  
25 it's no longer obligated to provide any

1 cross-connects to CLECs at all?

2 A. No.

3 Q. Will BellSouth continue to provide  
4 cross-connects to connect the CLEC to the  
5 BellSouth network?

6 A. Yes.

7 Q. Okay. And, in fact, there are  
8 rates established in many states for those  
9 cross-connects; is that correct?

10 A. That's correct.

11 Q. And BellSouth will continue to  
12 provide those cross-connects at those rates?

13 A. Well, I'm not sure at those rates,  
14 but BellSouth intends to continue providing  
15 cross-connects. As you probably know, I'm not  
16 the cost person, so I don't know what's going  
17 on there, but --

18 Q. Well, do you have any knowledge  
19 that BellSouth would try to provide those  
20 cross-connects at different rates than have  
21 been established in the various states for  
22 cross-connects?

23 A. No, unless those rates were  
24 modified in a state proceeding.

25 Q. Okay. Now, will BellSouth provide

1 cross-connects between one CLEC co-location  
2 space and another CLEC co-location space?

3 A. To the extent that the CLECs  
4 involved have a provision in their  
5 interconnection agreement that allows them to  
6 do that, we will continue to honor that  
7 interconnection agreement for the life until  
8 it expires. Our policy going forward is that  
9 we will not negotiate new interconnection  
10 agreements that allow CLEC to CLEC, or some  
11 people call them co-carrier cross-connects.

12 Q. So for purposes of this  
13 arbitration with AT&T, BellSouth will take the  
14 position that it will not provide those  
15 co-carrier cross-connects to link up one CLEC  
16 co-lo space to another CLEC co-lo space; is  
17 that right?

18 A. Yes, that's correct.

19 Q. Now, is that also true that  
20 BellSouth will not allow CLECs to do that  
21 cross-connect work themselves to link up one  
22 CLEC co-lo space to another CLEC co-lo space?

23 A. Yes, that's right.

24 Q. Is it fair to say, then, that on  
25 a going forward basis, BellSouth will not in

1 any manner allow cross-connects to connect one  
2 CLEC co-lo space to another CLEC co-lo space?

3 A. That's not entirely correct. We  
4 will -- we will not allow what we are  
5 calling cross-connects here at TELRIC rates.  
6 BellSouth has other offers that will have the  
7 effect of providing the same functionality.  
8 One example might be that that the two ALECs  
9 could order and BellSouth would provide  
10 special access.

11 Q. Well, now, these cross-connects  
12 that we are talking about that would connect  
13 up one CLEC co-lo space to another CLEC co-lo  
14 space, essentially all we are talking about  
15 is a piece of wire that connects the  
16 equipment in those two co-lo spaces; is that  
17 right?

18 A. In many cases, that's correct. In  
19 other cases, CLECs have asked that those  
20 connections be fiber optic cable instead of  
21 copper pairs. But in many cases, it will be  
22 copper wire.

23 Q. Let me just talk about copper wire  
24 connections. Essentially we are just talking  
25 about copper wire that would connect up the

1 facilities in those two CLEC co-lo spaces; is  
2 that right?

3 A. Yes.

4 Q. So is it your position, then, that  
5 you will offer that copper wire connection at  
6 special access rates as opposed to UNE TELRIC  
7 rates for cross-connects; is that the  
8 essential difference?

9 A. That's the difference.

10 Q. So you allow the connection to  
11 take place. It's a question of what rate  
12 you will charge those CLECs; is that a fair  
13 assessment?

14 A. Yes.

15 Q. For copper cross-connects to  
16 connect up CLEC co-location spaces, do you  
17 know what rates BellSouth will propose to  
18 charge as special access for that connection?

19 A. Not without going to the  
20 state-specific tariff or, rather, to the  
21 access tariff to look it up, no, I wouldn't  
22 know off the top of my head.

23 Q. The rates in a state tariff, a  
24 special access would apply to that connection.

25 I'm sorry. That was a bad

1 question. I guess my question is, is it the  
2 rate that simply exists in the tariff or  
3 would there have to be another rate  
4 established for that particular  
5 cross-connection?

6 A. I'm sorry to confuse you. No, it  
7 would be the rate that's in the tariff  
8 already.

9 Q. Now, would you agree with me that  
10 as a result of the FCC order issued, I  
11 guess, last week dealing with line splitting,  
12 that BellSouth does have an obligation to  
13 allow CLECs to engage in line splitting?

14 A. With some provisos, but yes.

15 Q. And would you agree with me, and  
16 as I understand it, BellSouth's position is  
17 that it will not provide CLECs with a  
18 BellSouth provisioned splitter to allow the  
19 CLECs to engage in line splitting; is that  
20 correct?

21 A. That's our policy, yes.

22 Q. And so BellSouth will require the  
23 CLECs to own their own splitter if the CLECs  
24 want to engage in line splitting?

25 A. Well, BellSouth will require one

1 of the CLECs to own a splitter that would be  
2 used. And my guess, customarily I would  
3 expect that that would be the voice provider.

4 Q. And my question is, assuming a  
5 CLEC wants to partner up with another CLEC  
6 where one CLEC is the voice provider and the  
7 other is the data provider, would you agree  
8 with me that in that situation, in order to  
9 engage in line splitting, and assuming that  
10 those two CLECs have separate co-location  
11 spaces, there has to be some way to connect  
12 up the facilities in those two co-location  
13 spaces?

14 A. Yes, given that they have -- given  
15 that the two CLECs have chosen two different  
16 co-location arrangements in which to effect  
17 that line splitting, yes.

18 Q. And as an example, if AT&T decides  
19 to be the voice provider, and let's say it  
20 partners with Covad to be the data provider,  
21 and let's say AT&T decides that it will own  
22 the splitters, there has to be some way to  
23 get the data part of the transmission from  
24 the AT&T co-lo space over to the Covad co-lo  
25 space in my situation where they have



1 separate co-lo spaces. Would you agree with  
2 that?

3 A. Yes. Yes, I agree with that.

4 Q. Now, in my situation where we have  
5 separate co-lo spaces, one CLEC decides to be  
6 a voice provider and one decides to be a  
7 data provider, would you agree with me that  
8 if BellSouth will not provide the connection  
9 between those facilities as a cross-connect,  
10 the CLECs are going to have to purchase that  
11 connection as special access?

12 A. Given your predicate that the two  
13 CLECs insist on having separate and distinct  
14 co-location arrangements, then yes. Our  
15 denial to provide carrier to carrier  
16 cross-connections would mean that you would  
17 have to order those from our access tariff.

18 Q. And the logic I'm trying to get  
19 at is assuming that they have separate co-lo  
20 spaces, there has to be some way to connect  
21 up the facilities in those spaces. And since  
22 BellSouth will not provide that connection as  
23 a cross-connect, the only choice that the  
24 CLECs would have would be to purchase that  
25 connection as special access. Is that logic

1 correct?

2 A. Yes. And my point is -- or the  
3 point I'll probably get to sooner or later is  
4 that we don't think you necessarily have to  
5 have two different co-location arrangements.

6 Q. I might as well follow up on that  
7 now. I guess your point would be the two  
8 CLECs could decide to share co-location space?

9 A. Yes. And in that case, BellSouth  
10 -- let's say AT&T and Covad decide that they  
11 want to do that, AT&T -- well, let's say  
12 that AT&T is going to be the voice provider  
13 and Covad is going to be the data provider.  
14 AT&T could buy its own splitters and put in  
15 its co-location arrangement. Covad would  
16 share AT&T's co-location arrangement, would  
17 order cross-connections from BellSouth that  
18 would run from the BellSouth distributing  
19 frame to the Covad -- excuse me, to AT&T's  
20 co-location arrangement.

21 BellSouth would extend loops and  
22 ports and whatever other unbundled network  
23 elements AT&T had ordered to that same  
24 co-location arrangement. And within that  
25 co-location arrangement, AT&T would -- then

1 Covad would wire the splitter such that the  
2 data traffic was delivered back over to  
3 Covad.

4 Q. I take it BellSouth will allow  
5 CLECs to share co-location space?

6 A. Yes. We have for some time.

7 Q. Does BellSouth have any procedures  
8 in place to allow sharing of co-location  
9 space?

10 A. Last -- yes. And they have been  
11 -- again, they have been there for quite  
12 sometime, yes.

13 Q. Suppose there is a central office  
14 where AT&T and Covad already have their own  
15 co-location spaces and they don't want to  
16 order cross-connections as special access.  
17 Does BellSouth plan on offering any sort of  
18 special accommodation to allow Covad and AT&T  
19 to buy bigger co-location space so that they  
20 can share it, or will that simply be the  
21 regular process of one of those carriers  
22 applying for new co-location space?

23 A. Well, we've not -- we've not come  
24 up with different processes than we already  
25 had, but I'm not sure that they would be

1 needed. If you follow the situation or the  
2 scenario that I laid out, there is not --  
3 there is not necessarily a whole lot of new  
4 equipment in that co-location arrangement.  
5 AT&T already has its loops and ports  
6 terminated to their -- it provides its  
7 splitters. We think that the sharing of that  
8 co-location arrangement allows AT&T the  
9 ability to put the data traffic on that  
10 connecting facility that belongs to Covad.  
11 And then it's -- you know, then Covad does  
12 with it whatever they had anyway.

13 So I don't believe that the size  
14 of the co-location arrangement is necessarily  
15 going to be different than would be otherwise  
16 because we are just talking about bringing  
17 one new cable into the co-location arrangement  
18 and terminating that.

19 Q. So your belief, then, let's say  
20 that we start with the AT&T co-lo space and  
21 AT&T puts the splitters in its co-lo space.  
22 You would believe that Covad could bring its  
23 equipment into the AT&T co-lo space; in most  
24 instances, there's enough space there to do  
25 that?

1           A.       No, not necessarily all of its  
2           equipment.  What it could do, though, is  
3           bring one connecting facility into that  
4           arrangement such that you could put the data  
5           traffic on it and get it back to Covad that  
6           way.

7           Q.       And the way we do that is there  
8           would be an intermediate connection through  
9           the BellSouth main distribution frame back and  
10          forth between those two co-location spaces; is  
11          that right?

12          A.       Well, not directly.  AT&T would --  
13          there would be two facilities into that  
14          co-location arrangement.  Covad would have  
15          one; AT&T would have one.  The other end of  
16          both of those cables is an AT&T distributing  
17          frame.

18          Q.       Okay.

19          A.       Covad would order unbundled network  
20          elements to which we would, you know,  
21          connect, to which we would connect to that  
22          connecting facility.  AT&T might order other  
23          unbundled network elements, which likewise  
24          would connect to AT&T's cable, and then AT&T  
25          and Covad use the splitter within that

1 co-location arrangement to route the data  
2 signals, which then traverse back out of the  
3 co-location arrangement over Covad's connecting  
4 facility, not AT&T's. It's kind of hard to  
5 visualize without a drawing.

6 Q. Well, I guess what I'm thinking  
7 the data traffic has to get from the splitter  
8 to the DSLAM. And if the DSLAM remains in  
9 the Covad co-location space, there is no way  
10 to get that traffic directly from the AT&T  
11 co-location space to the Covad co-location  
12 space if we don't buy that special access  
13 connection, right?

14 A. Without having thought this thing  
15 entirely through, since I only saw the order  
16 a couple of days ago, that sounds right. I  
17 need to study it some more, but that sounds  
18 right.

19 Q. Okay.

20 A. But now you said -- you offered  
21 what may be the most obvious solution to that  
22 might be that Covad not only would have that  
23 connecting facility to AT&T's co-location  
24 arrangement, but would also put its DSLAMs in  
25 there. That's another possibility.

1 Q. And that's what I was thinking, is  
2 that if there is not enough space in the  
3 AT&T co-lo space for that DSLAM to go in  
4 there, essentially the most obvious solution  
5 would be for AT&T and Covad jointly to buy  
6 bigger co-location space. And what I was  
7 wondering is would BellSouth provide any  
8 special discounts or provisioning process for  
9 that situation?

10 A. I don't think our thinking has  
11 progressed far enough along to know the  
12 answer to that.

13 Q. Just a couple of last questions  
14 generally about line splitting, and then I  
15 want to shift a little bit. My understanding  
16 is BellSouth, because it will not provide its  
17 splitters to CLECs, it will not allow the  
18 situation where AT&T buys a loop, a splitter,  
19 and switching as a combination from BellSouth;  
20 is that correct?

21 A. Yeah, that's right. Yes, that's  
22 correct. The reason being the -- that is  
23 different from what traditionally we've  
24 referred to as the loop and port combination,  
25 in that now those things have to be taken

1       apart, new cross-connects placed, the splitter  
2       stuck in the middle and then put back  
3       together.

4           Q.       And I just want to confirm, I  
5       think you agree with me on this. In  
6       Tennessee, there is no technical reason  
7       BellSouth can't provide a combination of  
8       loop/splitter switching to allow AT&T to do  
9       what it calls UNE-P line splitting?

10          A.       That's right, there is not a  
11       technical reason that would prevent that.

12          Q.       Let me switch topics on you. And  
13       I have just a few questions since we've done  
14       this dance before on sub loops. I want to  
15       talk specifically about sub loops in  
16       high-rises, okay?

17          A.       Sure.

18          Q.       Now, as I understand it, in  
19       provisioning sub loops -- let me back up.  
20       In provisioning INC in high-rises, BellSouth  
21       will not pre-wire the connections between its  
22       current panels in the wiring closets to the  
23       access panel that it proposes to install; is  
24       that right?

25          A.       Yes, but let me clarify what I



1 think I heard you saying. We will pre-wire  
2 what an ALEC requests us to pre-wire. We  
3 will not pre-wire every pair that appears  
4 there.

5 Q. Okay. Well, let me start with  
6 that, then. Let's say that happens, that an  
7 ALEC decides to go ahead and request some  
8 pre-wiring in the event that it might obtain  
9 some customers in a high-rise.

10 A. Okay.

11 Q. In that situation, BellSouth will  
12 not pre-wire working pairs that are being  
13 used to provide service to customers in the  
14 high-rise, right?

15 A. Ordinarily not. But if those are  
16 the only pairs that are available, then we  
17 will bridge those across such that they  
18 appear on the access terminal as well.

19 In a high-rise setting, especially  
20 in the business setting, if there are spare  
21 pairs to a given floor or suite, we think  
22 ordinarily that would be the ALEC's first  
23 choice rather than a working pair.

24 Q. Well, in my situation, the ALEC  
25 doesn't have any customers yet. It's just

1 deciding it's going to get some connections  
2 made up to the access terminal in the event  
3 it might get some customers.

4 A. Okay.

5 Q. In that situation, you would not  
6 make any connections with active working  
7 pairs, would you?

8 A. In that case, no.

9 Q. Okay. So you would provide spare  
10 pairs in that pre-wiring situation?

11 A. Yes.

12 Q. All right. Now, if there are no  
13 spare pairs available, obviously you would not  
14 be able to do any pre-wiring in that  
15 situation, correct?

16 A. No. We would still be able to do  
17 the pre-wiring. What that would amount to is  
18 having the working pair appear on the access  
19 terminal, such that AT&T could use it in the  
20 event that that end user decides not to take  
21 its service from BellSouth any longer.

22 Q. So there would be a connection  
23 from the BellSouth panel to the access panel,  
24 but it would not be able to make any  
25 connection from the access panel to the AT&T

1 panel because you would have to take the pair  
2 out of service to be able to do that?

3 A. No, no. The pair need not be  
4 taken out of service to have it appear over  
5 the access terminal. What we would do,  
6 within our terminal, let's think of it as the  
7 loop that comes in and then the INC pair  
8 that leaves. And there is a cross-connection  
9 between those two things. When we talk about  
10 pre-wiring, if the pair is working, we would  
11 extend a pair of wires, let's say from the  
12 INC part over to the access terminal and  
13 punch it down. We would extend a pair of  
14 wires from the incoming loop part that's at  
15 the loop distribution over to the access  
16 terminal.

17 The original cross-connection is  
18 still there. Then we would make a new  
19 cross-connection on the access terminal that  
20 connects the loop distribution pair and the  
21 INC pair together at the access terminal.  
22 And then we would remove the cross-connection  
23 from our first terminal.

24 So at all times the loop  
25 distribution pair and the INC pair are always

1 connected together, okay. So that's how,  
2 even where service is working, you would  
3 bridge those things over to the access  
4 terminal.

5 Q. Okay. And in order to do that,  
6 of course, to gain this pre-wiring ability,  
7 AT&T would have to pay for, in my situation,  
8 INC pairs and the access terminal without  
9 having any customers in order to gain that  
10 advantage of having some pre-wiring done?

11 A. Yes.

12 Q. And if, in my situation, the  
13 pre-wiring was done with spares, those would  
14 not be the first pairs that are being used  
15 to provide service to the customer today,  
16 correct?

17 A. Well, let me make sure when you  
18 say the first pairs, let's decide on what we  
19 mean by that phrase. The first pair in a  
20 residential setting has some significance  
21 because when you plug a phone into a jack in  
22 the wall, there are often two pairs that  
23 appear there. And so when you plug in  
24 there, it makes a difference as to whether  
25 you're hitting the so-called first pair or

1 the second pair.

2 In business settings, where the  
3 customer may have, you know, big cables of 25  
4 pairs, there is no significance to the first  
5 pair or the 25th pair. In other words,  
6 there is more wiring that has to be done. So  
7 the significance of the first pair being  
8 important in the residential setting but  
9 usually not in the business setting.

10 Q. But there are situations in  
11 high-rise situations as well where the first  
12 pair does have that significance, particularly  
13 for smaller tenants and smaller businesses in  
14 the building?

15 A. A business that had only or had  
16 at most two lines, that would be important,  
17 yes. But more than two lines, it would  
18 cease to be important.

19 Q. But more generally, if you wired  
20 up the spare pairs to do my pre-wiring in my  
21 situation, you would not be wiring up the  
22 pairs that are being used to provide service  
23 today to them --

24 A. That's correct.

25 Q. -- to the customers?

1           A.       Yes, that's correct.

2           Q.       Now, let's assume that AT&T does  
3 not do any pre-wiring, that we don't ask  
4 BellSouth for any pairs or the access  
5 terminal until we actually know that we are  
6 about to get or have a customer in the  
7 building?

8           A.       Okay.

9           Q.       Now, I believe there are basically  
10 two options, and correct me if I'm wrong, as  
11 to how we can go about getting that customer  
12 wired up.

13                   The first would be if there is  
14 enough spare facilities up to that customer  
15 premise we could just use those spare  
16 facilities, wire it up to the access terminal  
17 and that we connect to. The second would be  
18 if there are not enough spare facilities, you  
19 would have to disconnect the working pairs to  
20 be able to connect them to the access  
21 terminal. And then we could connect to the  
22 access terminal ourselves. Would you agree  
23 with me on that?

24           A.       Yes. Yes, this would be analogous  
25 to a hot cut in a central office, in now

1           that there is some coordination that is  
2           required to disconnect the working service  
3           from BellSouth's network and reconnect it to  
4           AT&T's network.

5           Q.       And the reason for that hot cut  
6           process would be to minimize any amount of  
7           time that the customer would have to be out  
8           of service as the lines are being  
9           disconnected from your terminals, connected to  
10          to the access terminal, and our connection to  
11          the access terminal being made?

12          A.       Yes.

13          Q.       And would you agree with me in  
14          that situation, again, in order to minimize  
15          as much as possible that customer outage  
16          time, there would have to be a substantial  
17          amount of coordination between our technician  
18          and the BellSouth technician?

19          A.       Yes, there is coordination  
20          required.

21          Q.       I mean, essentially they both have  
22          to be there in the wiring closet as your  
23          technician disconnects a service, our  
24          technician is ready to make our connection so  
25          that the customer is out of service as little

1 as possible?

2 A. Not necessarily. And here is why  
3 I say not necessarily: In the State of  
4 Georgia, for example, we have come to an  
5 accommodation where BellSouth's technician need  
6 not be present even in the case where service  
7 is working.

8 In Georgia, under the agreement  
9 that BellSouth struck with MediaOne,  
10 MediaOne's technicians and now AT&T's  
11 technicians can remove the jumper between  
12 BellSouth's network and the network  
13 terminating wire pair in the garden apartment  
14 setting and place a new jumper connecting  
15 that network terminating wire pair and AT&T's  
16 network.

17 You know, if we can strike an  
18 agreement like that, then we would allow  
19 AT&T's technician to remove that same type of  
20 jumper in the high-rise setting and reattach  
21 it -- or cross-connect from its network to  
22 that INC pair.

23 Q. So essentially this accommodation  
24 you're discussing, the AT&T technician is  
25 allowed to disconnect the customer from the



1 BellSouth network in order to -- and then  
2 reconnect the customer up to the AT&T  
3 network, all the while going through this  
4 access terminal?

5 A. But only in the setting where  
6 BellSouth had pre-wired that working  
7 connection over to the access terminal.

8 Q. Okay. In my scenario, where there  
9 is no pre-wiring that happened.

10 A. Yes. In that situation, then  
11 there is going to be substantial coordination  
12 required, which could be obviated by, you  
13 know, establishing the access terminal up  
14 front, doing the pre-wiring up front. But if  
15 you don't do those things up front, then yes,  
16 there is going to be some fairly close  
17 coordination required to prevent customers  
18 being out of service.

19 Q. Okay. You discussed the point  
20 where the BellSouth loops comes into the  
21 building and then there is a block where that  
22 loop connects, and then a cross-connect to  
23 another block where the INC part of the  
24 facility runs up to the top of the building.

25 A. Right.

1           Q.       Typically what we are talking  
2           about is in the basement of the building,  
3           there is a plywood panel on the wall with 25  
4           pair connector blocks where the loop will  
5           come into one and then cross-connect up to  
6           the other connector block where the INC pair  
7           then rises up the building?

8           A.       You're getting good at this, yes.  
9           That's right.

10          Q.       And my question is this: What  
11          happens if there is not enough room in this  
12          wiring closet for BellSouth to install an  
13          access panel for the CLEC to gain access to  
14          those INC pairs? How does BellSouth propose  
15          to make the sub loop facilities available to  
16          CLECs in that situation?

17          A.       Well, first of all, I've never  
18          seen -- I've never encountered that situation.  
19          Yes, you know, equipment rooms have a finite  
20          amount of space within them, and it's all  
21          subject to the laws of physics. The blocks  
22          themselves are not especially large, so I'm  
23          not quite sure what we would do in that  
24          case.

25                    It is possible that we would go

1 in, we would look to see if there are  
2 connector blocks that have been there for  
3 long periods of time but are not, you know,  
4 in use for any, you know, reason, remove  
5 those to make room.

6 Second choice would be to see if  
7 we could make higher utilization of blocks  
8 that are there by moving some service from  
9 one block to another.

10 So there are other things that we  
11 could do that might forestall, you know, just  
12 an absolute exhaustion of space.

13 Q. Is it fair to say BellSouth hasn't  
14 put forth any definitive plans about what it  
15 will do in the event that space is not  
16 available to install an access terminal?

17 A. I have not seen any. So I'm not  
18 sure if the -- if the product managers have  
19 envisioned that or not. But I haven't been  
20 in lots and lots of equipment closets. I  
21 don't see that being a problem.

22 Q. The reason I ask is I finally  
23 found on the web site the document that  
24 discusses --

25 A. I brought you a copy just in

1 case.

2 Q. -- INC pairs.

3 A. Yes.

4 Q. And in the order and provisioning  
5 section, it says, "If facilities are  
6 available, BellSouth will install an access  
7 terminal." And I take that to mean that if  
8 BellSouth determines that space is not  
9 available, it simply won't install an access  
10 terminal and won't allow access to the sub  
11 loops?

12 A. No. That's not how I read this  
13 -- that's not how I read this one sentence.  
14 Let me read it, though.

15 Q. Sure.

16 A. The previous sentence, it says,  
17 "The CLEC will issue a service inquiry for  
18 each cross box location through its BellSouth  
19 account team representative/complex resale  
20 service center in order to determine the  
21 availability of unbundled sub loops or USLs,"  
22 as it says here. If facilities are  
23 available, a site setup will be completed.  
24 And then it's talking about, you know,  
25 whether it's in the field or whether it's in

1 a high-rise building or whatever.

2 So this sentence I think is meant  
3 to say that it's situational. If there are  
4 facilities available, then things would  
5 progress. And then the things that will  
6 progress are, you know, dependent on what  
7 type site is being worked on. I don't read  
8 this to mean conditional, that it says if  
9 there is not room, then all bets are off and  
10 we are going to stop.

11 Q. Last couple of questions actually  
12 deal with network terminating wire.

13 MR. LACKEY: Before you go into  
14 that is Lee Fordham on the phone?

15 MR. FULWOOD: I guess not.

16 MR. LACKEY: Off the record.

17 (Whereupon, a discussion ensued off  
18 the record.)

19 Q. (By Mr. Lamoureux) Mr. Milner, in  
20 Tennessee, I was very proud that I had drawn  
21 a very comprehensive diagram of how I think  
22 we managed to agree the wiring is going to  
23 look like in the garden terminal situation?

24 A. Yes.

25 Q. And if I recall, essentially the

1 BellSouth distribution facilities come into  
2 its garden terminal on a block, and today  
3 typically that will be cross-connected over to  
4 a smaller block, and then the terminating  
5 wire runs directly to the particular tenant  
6 premise?

7 A. That's right.

8 Q. And when BellSouth installs what I  
9 call the intermediary access terminals,  
10 essentially what BellSouth will do is have a  
11 connection from that first block in its  
12 garden terminal over to a block in the access  
13 terminal, again a cross-connection to a  
14 smaller block, which -- then run a facility  
15 back over to the smaller block in its garden  
16 terminal, and then again the network  
17 terminating wire will run directly to the  
18 customer premise?

19 A. Yes. Now, let me -- you're using  
20 the word smaller block. Let me just clarify,  
21 there is not a block for -- I presume that's  
22 apartment A, apartment B and apartment C.  
23 There is not a block for apartment A and a  
24 different block for apartment B. They all  
25 share that one block. So you can draw

1 another line like so. But, yes, that's how it  
2 works.

3 Q. And I call them smaller blocks,  
4 but really probably they are both 25 pair  
5 blocks inside the garden terminal, and there  
6 is a cross-connection between the two blocks?

7 A. That's right.

8 Q. And the way AT&T would gain access  
9 is it would have a connection between  
10 probably a 25 pair block or some amount of  
11 pair of block in its terminal to the access  
12 terminal. And then when it acquired a  
13 customer, in the access terminal, AT&T would  
14 disconnect the BellSouth cross-connect and  
15 then reinstall its own cross-connect. So it  
16 would then have facilities connecting through  
17 all the way to the customer premise?

18 A. That's right.

19 MR. LAMOUREUX: I would actually  
20 like, as inartful as this is, I would like  
21 to make it an exhibit, if you don't mind.  
22 Mr. Milner and I have worked very hard  
23 working this out.

24 MR. LACKEY: I don't mind.

25 (Whereupon, a discussion ensued off

1 the record.)

2 (WHEREUPON, Milner Exhibit-2 was  
3 marked for identification.)

4 Q. (By Mr. Lamoureux) Now, my  
5 question is this: I see that the CLEC  
6 information package for network terminating  
7 wire has been revised, and there is actually  
8 now a diagram in here. And the diagram, as  
9 I see it, shows the BellSouth facilities  
10 coming into its garden terminal facilities,  
11 then running over to the network terminating  
12 wire, and then even BellSouth's facilities  
13 continuing directly from the access terminal  
14 to the customer premise, and the  
15 disconnections from BellSouth's garden terminal  
16 to the customer premise no longer being  
17 there, which seems to be at odds with how  
18 we've diagrammed out the situation here and  
19 in Tennessee?

20 A. I'll have to admit to having not  
21 seen this. I notice the date is December 29.  
22 So it has been out there a few weeks. I'll  
23 just have to check into it and see. I will  
24 be surprised if that is what the authors  
25 actually meant because that means that those



1 network terminating wire pairs would actually  
2 have to be physically moved from this  
3 terminal to the other. I'll be surprised if  
4 that's what they really meant because any  
5 time you do that there is always the risk  
6 that you break something or you don't put it  
7 in the right place.

8 I'll clarify with the authors to  
9 see if that's what they really meant. I do  
10 genuinely expect that it really is going to  
11 be the way that you and I have traced it  
12 out, but I'll verify it.

13 Q. You would agree with me that the  
14 way it's been diagrammed out in this current  
15 version of the CLEC information package is at  
16 odds with the way you and I have guy  
17 diagrammed it out today and in past  
18 proceedings?

19 A. Yes. In that it could be read to  
20 imply that we actually moved that wire from  
21 one terminal to another. Let me be specific,  
22 the network terminating wire from one to  
23 another.

24 Q. Okay. That's all I have on the  
25 sub loop issues. I just have some questions

1 on a few other somewhat scattered issues.  
2 Let me ask you a few questions about hot  
3 cuts.

4 A. Okay. Could I take just a  
5 second? I want to make sure I don't forget  
6 to look --

7 Q. Sure. You can have this.

8 A. Oh, thank you.

9 Q. I want to talk about the issue of  
10 doing the facilities check before returning  
11 the firm order confirmation --

12 A. Okay.

13 Q. -- which I think you discuss in  
14 your direct and in your rebuttal. My  
15 question is: Is it technically feasible for  
16 BellSouth to perform a facilities check prior  
17 to issuing the firm order confirmation?

18 A. Let me answer in -- in two ways.  
19 Yes, with enough time and money, we can make  
20 changes to our process to make that check  
21 before the FOC is returned. In other words,  
22 we can make changes to our system such that  
23 an FOC is not released back to AT&T until  
24 the outcome of that facility check has been  
25 made.

1           That raises the question, then, as  
2           to what style facility check we mean. If we  
3           mean a check of the records, that can somehow  
4           be done automatically, then perhaps that --  
5           the holding of that FOC might not be a very  
6           -- of very long duration.

7           If, on the other hand, by a  
8           facilities check you mean putting someone in  
9           a truck and driving out to see if pair 23  
10          which was intended to be used on that  
11          cut-over is working, available, ready to go,  
12          that would elongate the return of the FOC by  
13          a pretty good margin.

14          Q.       Okay. Let me take those two in  
15          turn. The first one will be what I would  
16          call a facilities database check. If  
17          BellSouth were to be able to do a facilities  
18          database check before -- an automated  
19          facilities database check before it returned  
20          the FOC, can you estimate how long that might  
21          delay the return of the FOC in order to  
22          perform that automated facilities database  
23          check?

24          A.       I have -- I don't know. Again,  
25          it's a function of how elaborate the check

1 is. It's also a function of the manner in  
2 which the systems that would do the check are  
3 run. Certain processes are only one time a  
4 night. Others are continually processing  
5 information all through the day. So I just  
6 don't have enough expertise to tell you with  
7 any real precision how long it would delay  
8 the FOC.

9 Q. Can you estimate how long it might  
10 take if we were to talk about an actual  
11 physical check of facilities?

12 A. Well, I can tell you that probably  
13 some minimal amounts of time, even if  
14 everything worked precisely, that AT&T sent  
15 its order, it was error-free and progressed  
16 immediately to the facilities checking stage,  
17 and that got to a work center at, you know,  
18 two seconds later, then we are at least  
19 talking about travel time to the site, which  
20 could be an hour or more, travel time back  
21 to update the records and release the order.  
22 So at a minimum we would be talking in  
23 magnitude of hours. And that would be in a  
24 perfect world where everything clicked just  
25 right. More likely it's going to be measured

1 in days, while we wait for all those things  
2 to align such that the order gets to a work  
3 center, the work center has adequate personnel  
4 to dispatch them to that site to make the  
5 check. So hours and days compared to perhaps  
6 minutes or hours, if everything fell together  
7 well on doing it mechanically.

8 Q. Would you agree with me that for  
9 both the automated facilities database check  
10 and the physical facilities check, there is  
11 no technical impediment to doing either one  
12 of those before returning an FOC. It's, as  
13 you said, just a question of time and money  
14 to implement those processes?

15 A. Well, from that angle, yes, it's a  
16 question of time and money. There is also a  
17 question of, you know, of a legal question of  
18 whether we are required to do that, to  
19 provide service in parity to what we provide  
20 our retail customers. But leaving that part  
21 aside, you know, the systems could be  
22 modified or processes could be put in place  
23 to do that sort of check before the FOC was  
24 returned.

25 The obvious, you know, outcome of

1 all that is that it's going to take longer  
2 to get FOCs back to the requesting ALEC, not  
3 shorter.

4 Q. That's a good segue for my next  
5 question. Is the delay or potential delay in  
6 returning the FOC the only reason BellSouth  
7 will not agree to perform facilities checks  
8 before returning the FOC?

9 A. Well, no. That's not the only  
10 reason. We've got one set of ordering  
11 devices which are available to all ALECs.  
12 Some choose one method; some choose another.  
13 If we change this process to make that  
14 facility check before the FOC is returned, we  
15 are going to have to change it for all ALECs  
16 who use that particular order entry vehicle.

17 So I think there is some buy in  
18 that we are going to have to achieve from  
19 all ALECs potentially that would be affected  
20 by this change.

21 So there is that, there is that  
22 consideration. There is also the  
23 consideration of how the costs would be  
24 recovered for doing these additional things.  
25 So it's not just a matter of how long is it

1 going to take to write the software to  
2 develop the process.

3 Q. Can you identify for me the  
4 complete list of the reasons why BellSouth  
5 will not agree to do facilities checks before  
6 returning the FOC?

7 A. Okay. I'll try to. To start at  
8 the highest level, we don't think there is a  
9 require -- a legal requirement for us to do  
10 that. We think we are handling AT&T's orders  
11 and doing facility checks in the same manner  
12 as we do for our own similarly situated  
13 retail customers. So if -- and, you know,  
14 at the highest level, we don't think we've  
15 got a legal obligation.

16 Dropping down from that, there is  
17 the question of parity between ALECs. We  
18 believe we've got an obligation to treat them  
19 all the same way, and that is to process  
20 their orders in the same way. That's what  
21 we were just talking about. If we make a  
22 change for AT&T, that change is going to  
23 affect all of the ALECs since we only have  
24 one set of ordering tools.

25 And then dropping down from that,

1           there are the issues of cost recovery, of  
2           sequencing this type work in for a -- with  
3           other requests. I've never come up with an  
4           exhaustive list. I think those are probably  
5           the headlines, though.

6           Q.        Would you agree that lack of  
7           available facilities or facilities shortages  
8           tend to be the most frequent cause of hot  
9           cut failures between BellSouth and AT&T?

10          A.        If it's not the -- if it's not  
11          the most often incurred, it's up there. I've  
12          not looked at numbers recently to confirm  
13          that that's still the case, but it has been  
14          in the past.

15          Q.        Facilities issues are a significant  
16          cause of the hot cut failures between AT&T  
17          and BellSouth; would you agree with that?

18          A.        Well, yes. And likewise, facility  
19          problems and shortages are, you know, the  
20          top, if not among the top one or two reasons  
21          that BellSouth's retail orders are not  
22          fulfilled on time. So problems with having  
23          facilities where you needed them, finding out  
24          late in the process that a particular  
25          facility is broken or defective or already in



1 use is a problem for hot cuts. It's a  
2 problem for BellSouth's retail operation.

3 Q. And would you agree that included  
4 among those facilities issues or facilities  
5 database problems?

6 A. Well, all databases that I've ever  
7 been associated with have some level of  
8 corrupted data or incorrect data. They are  
9 certainly not perfect. They are better than  
10 manually kept records, but they are not  
11 perfect.

12 Q. Has any other ALEC requested  
13 facilities checks be performed before  
14 BellSouth returns an FOC?

15 A. If they have, I've not heard of  
16 it; so I just don't know.

17 Q. Has any ALEC indicated that it is  
18 opposed to BellSouth changing its systems to  
19 be able to do a facilities check before  
20 returning an FOC?

21 A. Likewise, I don't know.

22 Q. Okay. Let me switch subjects  
23 again a little bit. Is it technically  
24 feasible for BellSouth to issue a jeopardy  
25 notice rather than a clarification when there

1 are problems with a CFA?

2 A. That is possible. And I  
3 understand just on a conversation I overheard  
4 yesterday that BellSouth is reassessing  
5 whether it should send a clarification or a  
6 jeopardy notice in the case of CFA assignment  
7 discrepancies and is in the process of  
8 determining, A, is it appropriate under the  
9 rules set out in the ordering and billing  
10 form to handle it that way. And if it is  
11 appropriate, how long will it take to make  
12 software changes.

13 Q. Is that something that has to go  
14 through the change control process? I'm  
15 trying to get a sense of the process that  
16 BellSouth would go through in this assessment  
17 of jeopardy versus clarification notices. Is  
18 that something that it can do, just decide  
19 that it's going to change, or is that  
20 something that it has to go through the  
21 change control process to do?

22 A. That's a good question. I don't  
23 know the answer to that. What we are doing  
24 at the moment is revisiting that issue to see  
25 if our interpretation of OBF rules is

1           appropriate or not.

2                       So it may be that we were right  
3           the first time and that should be a  
4           clarification situation. We just don't know  
5           right now. But concurrently, we are seeing  
6           how much time and effort it would take to  
7           make it be a jeopardy notice, if under the  
8           OBF rules that's what's appropriate.

9           Q.       Do you have any idea when this  
10          assessment will be completed?

11          A.       I don't. Perhaps Mr. Pate could  
12          fill in some of the details there.

13          Q.       Are there any different systems or  
14          personnel used for issuing a jeopardy notice  
15          as opposed to a clarification notice, to your  
16          knowledge?

17          A.       Probably -- again, that may be a  
18          question best answered by Mr. Pate. But I'm  
19          not aware of any, since both clarifications  
20          and jeopardy notices are sent back  
21          electronically. In other words, these are,  
22          you know, in some cases human intervention to  
23          determine that there is a problem, but then  
24          the notices are handled mechanically. So I'm  
25          not aware of any personnel differences.

1           Q.       Do you know is a jeopardy notice  
2 issued only when it' s BellSouth's  
3 responsibility for an error, or can it be  
4 issued for any type of error?

5           A.       Well, you said could it. Every  
6 day I'm amazed about something new. But  
7 jeopardy notices traditionally have been used  
8 to connote that an error occurred and that it  
9 was BellSouth's, that is, the service  
10 provider's responsibility of fixing it rather  
11 than -- or resolving that problem rather than  
12 the customer.

13                 So, you know, would we issue  
14 jeopardy notices to a customer? You know, we  
15 could do that, but I'm not aware that we've  
16 ever done that in the past. What we have  
17 done is sort of used that language or that  
18 vocabulary to mean a jeopardy situation is  
19 one that BellSouth is or should be  
20 accountable for and clarifications and reject  
21 notifications are things that we are not  
22 accountable for.

23           Q.       In BellSouth's own retail  
24 operations, does BellSouth issue a jeopardy to  
25 itself when there are problems processing its

1 own retail orders?

2 A. Yes.

3 Q. Not a clarification?

4 A. Well, BellSouth does not send  
5 orders to itself. BellSouth fulfills its own  
6 orders. But yes, there are occasions where  
7 we are fulfilling an order and we find out  
8 that facilities are not available, other  
9 resources are not available, and we put that  
10 in jeopardy status.

11 Q. And what happens is the downstream  
12 systems will return a jeopardy notice back to  
13 the BellSouth, I guess, the provisioning folks  
14 or it will go all the way back to the  
15 service folks?

16 A. No. I've not seen a situation  
17 where the order once complete and accurate  
18 ever was jeopardized back to the originating  
19 entity, that is, the service representative  
20 organization. In other words, jeopardies have  
21 traditionally meant the order got out of  
22 here, okay, it's clear, I received the order  
23 and I'm going to fulfill it. And if  
24 problems occur in the fulfillment of that  
25 good clean order, then that's a jeopardy

1 situation. But I've never seen a situation  
2 where we sent a jeopardy notice back to the  
3 ordering part of our retail operations.

4 Q. And just to figure out where the  
5 -- obviously the jeopardy notice has to go  
6 somewhere. It will be transmitted, I,  
7 presume to the provisioning personnel to try  
8 and clear the jeopardy?

9 A. Exactly right. That notification  
10 is to the people that are trying to fulfill  
11 that order. It does not ask the ordering  
12 entity in the retail unit to do something  
13 with the order to change it. In other  
14 words, that's not where the error was or  
15 where the situation occurred. The jeopardy  
16 condition occurred in the process of  
17 fulfilling that order.

18 Q. We are still on track that we  
19 only have four open issues on the hot cuts  
20 issue, are we not?

21 A. At most four, I understand. And  
22 perhaps only three.

23 Q. On the hot cut issues, is there  
24 still any dispute anymore about the 800  
25 number issue?

1           A.       Not to my knowledge.

2           Q.       How about on the issue of  
3           BellSouth personnel being transferred to voice  
4           mail when they call to confirm that a hot  
5           cut has been completed. Is there still any  
6           problem with that, to your knowledge?

7           A.       I've only heard anecdotal stories  
8           about that that say that that may still be a  
9           problem. But I have not seen any hard facts  
10          that says, you, know the number of incidents.  
11          But when I last talked to our staff folks,  
12          they say yes, that still occasionally occurs.

13                 Now, what do they mean by  
14          occasionally? Was it before or after we were  
15          in North Carolina for that hearing, I don't  
16          know. So but it's certainly not a severe  
17          problem, if it is a problem at all.

18          Q.       And you don't know how often it  
19          has occurred if at all?

20          A.       No. We have not kept statistics.

21          Q.       Just a question or two on this  
22          issue of the condominium co-location issue.

23          A.       Yes.

24          Q.       Would you agree there is no  
25          commission order, court decision or FCC rule

1 that prohibits direct interconnection between  
2 BellSouth and AT&T and in a condominium  
3 arrangement?

4 MR. LACKEY: Excuse me. You're  
5 not asking him about a legal opinion about  
6 whether it's parity or not. You're asking  
7 about an actual decision he can point you to?

8  
9 MR. LAMOUREUX: That's right. And  
10 I'm not asking him to interpret anything.  
11 I'm just asking if he is aware of anything  
12 that prohibits BellSouth from doing that.

13 THE WITNESS: I'm not sure. And  
14 the reason I'm not sure is that I need to go  
15 back and look at some of the language in the  
16 consent decree that resulted in modification  
17 of final judgment and where it talks about  
18 joint ownership and also the so-called shared  
19 network facility agreement that was put in  
20 place between -- well, all of the RBOCs and  
21 AT&T to see if there are prohibitions against  
22 joint use of facilities there.

23 Q. Here is what I'm trying to get  
24 at: Is it your position that BellSouth is  
25 legally prohibited from allowing this type of



1 arrangement, or is it your position that  
2 BellSouth is not obligated to provide this  
3 sort of arrangement and, therefore, chooses  
4 not to do so?

5 A. Well, actually the former. We  
6 think there is a precedent for not offering  
7 AT&T a form of interconnection that we are  
8 unwilling or unable to provide to other  
9 competing carriers, ALECs. The situation we  
10 are talking about is one that only AT&T could  
11 enjoy because only AT&T has these condominium  
12 type arrangements with BellSouth. In Florida,  
13 I believe there are six buildings. So it's  
14 really on the basis of our not being able to  
15 offer ALECs this same form of interconnection  
16 that would be the result of our allowing this  
17 type of cross-connection being used.

18 Q. Well, by virtue of the fact that  
19 there does not exist in this universe an  
20 unlimited amount of physical space anywhere,  
21 wouldn't that same logic prohibit you from  
22 offering co-location to anyone because at some  
23 point co-location space will be exhausted?

24 A. No. I don't think that's the  
25 right analog because the FCC specifically put

1 in rules, put in place rules governing what  
2 would happen when we ran out of co-location  
3 space. It caused a company like BellSouth to  
4 make a showing to file for a waiver of  
5 co-location. In other words, there is a  
6 provision to set aside that rule in the case  
7 of co-location that would be required to  
8 offer co-location if we are out of space.  
9 And if we move that, there is not a waiver  
10 that says if you can't offer form of  
11 interconnection to another ALEC, prove that  
12 and then you can set aside that obligation.

13 Q. I take it by your statement that  
14 you don't think you can offer it to one  
15 CLEC, a form of interconnection that is not  
16 available to another, you would agree that  
17 there are some efficiencies that you would be  
18 allowing AT&T if AT&T were allowed to engage  
19 in this condominium ang.

20 A. Yes, there are benefits that would  
21 accrue to AT&T, not to BellSouth, but to AT&T  
22 if this were allowed, yes.

23 Q. Let me just ask a question or two  
24 on the criminal background checks issue.

25 A. Okay.

1           Q.       The damage or potential damage  
2           that you discuss in your testimony to the  
3           network or to central offices or to  
4           co-location space, wouldn't you agree that the  
5           majority of that tends to be caused by  
6           negligence rather than willful conduct?

7           A.       To date that has been the case.  
8           Let me expand on your list.  It's not only  
9           the, you know, the equipment and the tables  
10          and chairs that we are concerned about.  We  
11          are also concerned about the people that work  
12          there, not only BellSouth's employees but  
13          ILECs employees who are there, you know,  
14          doing work at their co-location arrangement.  
15          So the people as well as the equipment is  
16          what we are concerned for the safety of.

17          Q.       But would you agree that damage  
18          that has occurred to date, be it to equipment  
19          or people, the majority of it has been  
20          through accidents and negligence, not through  
21          intentional conduct?

22          A.       To a degree, that's true.  What  
23          we have determined of late is that the amount  
24          of theft that has occurred inside our central  
25          offices is greater since the advent of

1 co-location. Is that a direct result of  
2 co-location? You know, it may be or it may  
3 be not. That may be a phenomenon, you know,  
4 unrelated to co-location. But we have  
5 noticed an increase of loss and theft of  
6 company property in central offices where  
7 there's been co-location.

8 Q. Would you agree that criminal  
9 background checks are not going to do  
10 anything to reduce the amount of damage  
11 caused by accidents or negligence?

12 A. Not -- well, generally I would  
13 agree with that, yes.

14 Q. How would AT&T be able to know  
15 whether a former BellSouth contract -- whether  
16 either its contractors or its current  
17 employees or anybody that uses in co-location  
18 spaces happens to be a BellSouth contractor  
19 who was kicked off property because he  
20 committed some owe offense against BellSouth?

21 A. In some cases, just through human  
22 contact, AT&T may come by that knowledge.  
23 You know, AT&T could ask BellSouth and we  
24 would tell you. I think -- I can look it  
25 up. But the thought that the words in our

1 proposed language were that you would not  
2 knowingly hire such an employee. In other  
3 words, if you had information that says this  
4 person was discharged for or this agent or  
5 vendor was discharged for illegal acts, that  
6 you would not, in possession of that  
7 knowledge, would not hire that person and  
8 then expect to have that person dispatched to  
9 BellSouth's central offices.

10 Q. Would you agree that there are  
11 already significant security measures in place  
12 with respect to co-location in central offices  
13 that are designed to reduce the risk of  
14 either intentional or negligent harm to either  
15 property or people such as card readers,  
16 separate access requirements for co-lo space,  
17 video cameras, sign-in logs and the like?

18 A. To a degree, but only to a  
19 degree, I agree with you. Those devices are  
20 meant to keep track of who was in a given  
21 certain -- in a given central office at a  
22 certain time. What time they entered, what  
23 time they left, what parts of the building  
24 they visited. Those are good measures. They  
25 are necessary measures. By themselves, they

1 don't provide the level of protection that  
2 BellSouth believes is appropriate because  
3 that implies that once you've got one of  
4 those magnetic key cards that your actions  
5 are always going to be appropriate.

6 We are saying that there is  
7 another step that could and should be taken,  
8 and that is to make sure that the people  
9 that are in possession of those key cards  
10 don't have a criminal background. But yes,  
11 the measures we put in place do a good job  
12 of keeping track of the people that have  
13 those cards. What it doesn't and is not  
14 capable of doing is knowing anything about  
15 any criminal intent or any criminal background  
16 that those people might possess.

17 Q. Just a few last questions to  
18 follow up on some of the earlier questions I  
19 asked you about, technical feasibility with  
20 respect to line splitting.

21 A. Okay.

22 Q. Would you agree that there is no  
23 difference in the length and number of tie  
24 cables and cross-connects as between line  
25 sharing and what I've called UNE-P line

1 splitting?

2 A. Let me think about that for a  
3 moment. Generally, that is true if you set  
4 aside any -- if you set aside the  
5 cross-connections, you know, specifically  
6 between BellSouth's main distributing frame  
7 and the co-location arrangement. If you set  
8 those aside, then all the other lengths would  
9 be similar.

10 Q. I'm talking specifically about what  
11 I call UNE-P line splitting, which is where  
12 we don't have co-location arrangements.

13 A. I'm sorry. Then yes, in that  
14 case I agree with you.

15 Q. And let's take the situation where  
16 an end user customer is already getting both  
17 voice and data, either BellSouth is line  
18 sharing itself, self provisioning, or it  
19 happens to be line sharing with a data  
20 provider, so there is already a splitter  
21 there for that customer. Well, let me back  
22 up. Let me make it specific. Let me say  
23 it's line sharing.

24 A. Okay. I was going to say there  
25 may or may not be a splitter there.

1 Q. Okay. I've got to get my  
2 hypothetical down. End user customer  
3 BellSouth is providing the voice; BellSouth is  
4 line sharing with, let's say, Covad to  
5 provide the data. So there is already a  
6 splitter that's on that length of facilities.  
7 Would you agree in that situation, let's say  
8 AT&T was able to get that customer and it  
9 wanted to do what I call UNE-P line  
10 splitting, which is a combination of loop,  
11 splitter, switching, there is no changes in  
12 wiring or any other changes in the CO that  
13 would have to occur to allow that to happen.

14 A. And the predicate is that  
15 BellSouth and Covad were already line sharing?

16 Q. That's right.

17 A. There are no differences that I  
18 can think of.

19 Q. Let's say that there is no  
20 splitter installed currently on the facilities  
21 running to an end user customer. And again,  
22 let's say, you know, either --

23 A. Can I go back to my last answer?

24 Q. Yes, of course you can.

25 A. Because I just thought of one.



1 In the situation you described, BellSouth was  
2 the voice provider, and I'm presuming that it  
3 owned the splitter rather than Covad.

4 Q. Absolutely.

5 A. Okay. Well, then, on that basis,  
6 then to, you know, convert that to a UNE-P  
7 arrangement where AT&T and Covad were line  
8 splitting, then there would be a requirement  
9 to make some changes because BellSouth would  
10 not agree for its splitter to remain part of  
11 that, you know, part of that arrangement.

12 Q. All right. I had an implied  
13 assumption in my hypothetical. Let me make  
14 it explicit. Let's say BellSouth either  
15 agreed to provide splitters to AT&T or was  
16 ordered to make splitters available.

17 A. Okay.

18 Q. So BellSouth is providing the  
19 loop, switching and splitter to AT&T?

20 A. All as unbundled elements?

21 Q. I don't want to engage in a  
22 semantic debate about that. Let's just say  
23 they are providing all three of those things  
24 to AT&T as in a combination.

25 A. Okay.

1           Q.       In that situation to go from line  
2           sharing to what I call UNE-P line splitting,  
3           there is no changing in wiring or any other  
4           changes in the central office or facilities  
5           that need to be made.

6           A.       Given that rather extensive list  
7           of predicates, right.

8           Q.       Okay. Now, let's say we've got  
9           an end user customer that the splitter is not  
10          deployed anywhere in the facilities from the  
11          CO to the end user customer, and let's say  
12          again for whatever reason BellSouth is going  
13          to be provisioning a splitter to allow us to  
14          do UNE-P line splitting and so it has to go  
15          in and install a splitter, right?

16          A.       Okay.

17          Q.       Do you have any idea how long the  
18          service might be disrupted in such a  
19          situation like that to the customer in order  
20          to have a splitter installed?

21          A.       When you say disruption, I presume  
22          you're referring to taking the loop and the  
23          port apart and inserting the splitter and  
24          then making the cross-connections.

25          Q.       That's right.

1           A.       I think it would be on the -- I  
2 think it would be in the same order of  
3 magnitude as a hot cut. Because all of --  
4 or not all, but a number of the steps could  
5 be provisioned up front, you know, wiring of  
6 the splitter over to a distributing frame,  
7 you know, wiring all of those  
8 cross-connections back and forth such that the  
9 work involved was to remove one jumper that  
10 connected the loop and the port and then  
11 reconnect the loop to a different place on  
12 the frame essentially so it gets to a  
13 splitter and then another connection back on  
14 the frame to get it back to where it goes.

15                 So without having done any, you  
16 know, time in motion studies or anything like  
17 that, I would expect that, you know, the  
18 outage time would be similar. Longer by some  
19 degree, but similar to the outage that you  
20 would have on a hot cut.

21           Q.       Would you agree that any service  
22 disruption associated with again what I call  
23 UNE-P line splitting, which is BellSouth  
24 providing the loop, the splitter and the port  
25 but where the splitter doesn't happen to

1 exist in that combination today would be  
2 analogous to where BellSouth has to deploy a  
3 splitter for a particular customer to allow  
4 line sharing to happen with a data provider?

5 A. Yes, there is that analog. I  
6 mean, some of the statements -- some of the  
7 same work steps are required unlike the first  
8 case we talked about where BellSouth would be  
9 providing, you know, all of those devices, it  
10 gets a little more complicated when the CLEC  
11 provides some of them but which increases the  
12 amount of coordination but the work steps  
13 taken altogether are analogous.

14 Q. And from my hypothetical where the  
15 splitter already exists for whatever reason to  
16 a particular customer and BellSouth is going  
17 to be providing the splitter and will be  
18 providing it in combination with loops and  
19 switching, because there is no change in  
20 wiring or any other changes in the CO that  
21 had to be made, there would be no service  
22 disruption to go from line sharing to UNE-P  
23 line splitting, would there?

24 A. Well, again, tracking down that  
25 whole list of predicates that you named, that

1 we had an obligation to, that it was already  
2 done, you know, two or three others that you  
3 named, assuming all those predicates, then  
4 yes, the two situations would be analogous.  
5 But I don't want to imply in any way that  
6 I agree with all your predicates. But just  
7 from a technical standpoint of the amount of  
8 work that would have to be done, I agree  
9 with that.

10 MR. LAMOUREUX: Okay. That's all  
11 I have.

12 MR. LACKEY: Thank you, sir.

13 (Whereupon, the deposition was  
14 concluded.)

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1 INDEX OF EXHIBITS

2 EXHIBIT IDENTIFICATION

3 1 Change request form

4 2 Drawing

5 .

6 (Exhibits are attached to original  
7 deposition.)

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2 COUNTY OF FULTON:

3 I hereby certify that the foregoing  
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6 thereto were reduced to typewriting under my  
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12 in the employ of counsel for any of said  
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14 the result of said case.

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14                           SHARON A. GABRIELLI, CCR-B-2002

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Before me, this day, personally  
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sworn, states that the foregoing transcript  
of his/her Deposition, taken in the matter,  
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W. Keith Milner

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My Commission Expires Notary Public

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DEPOSITION ERRATA SHEET

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RE: Alexander Gallo & Associates  
File No. 1247  
Case Caption: In re: Petition by AT&T  
Communications of the  
Southern States, Inc.,  
Deponent: W. Keith Milner  
Deposition Date: January 26, 2001

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the same has been read to me. I request  
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W. Keith Milner